

**ANDOVER ELEMENTARY SCHOOL
ANDOVER, CT 06232
Regular Board of Education Meeting
Wednesday, August 9, 2023
7:00 pm
Virtual Meeting/School Library**

Members Present: Chairperson Gerard Cremé, Mike Beckwith, Chris Bernard, Shannon Loudon, Celeste Willard

Members Absent: Steven Fuss, Caitlin Greenhouse

Administration: Valerie Bruneau, Superintendent
Taylor Parker, Principal
Terri Smith, Finance Manager

Others: Ann Cremé

1. Call to Order, Pledge of Allegiance

The meeting was called to order at 7:00 p.m., followed by the Pledge of Allegiance.

2. Comments from the Public – None.

3. Communications – None.

4. Approval of Minutes

C. Willard made a motion to approve the minutes from the July 12, 2023 Regular Board of Education Meeting, seconded by S. Loudon. No discussion, no changes.

5-0-0 (PASSED)

S. Loudon made a motion to approve the minutes from the July 12, 2023 Special Board of Education Meeting, seconded by C. Willard. No discussion, no changes.

4-0-1 (PASSED)

5. Opportunity to Add or Delete Agenda Items

G. Cremé made a motion to add agenda item 1.a. under 7.E. (Reports/Items for Discussion & Action), to read “Discussion of Project to Pave the Upper Parking Lot”, seconded by C. Willard. No discussion.

5-0-0 (PASSED)

6. Celebrations

Chairperson Cremé noted a special celebration, and a gift was presented to Supt. Bruneau for her birthday this month.

7. Reports

A. Chairperson's Oral Report – No report; will report throughout the meeting.

B. Superintendent's Report – Have heard back about the School Mental Health Specialist Grant; received 3-year grant, \$118K total, which will help with mental health services for students.

C. Principal's Report – Summer prep mode; building is coming along. Had a two-week PreK Summer Camp that just finished up, it was a great program, had about half of the PreK enrollment participate. Staff is doing read-alouds at the library over the next few weeks. Requesting that BOE members read to the children on the first day of school, will follow up with e-mail request.

D. Financial Report - Gave synopsis of the 22/23 budget, this month should be the finalization of that year's budget. 2023/2024 budget was presented for review. Discussion regarding the 23/24 budget; it was indicated that some line items do not reflect grants that we are waiting to receive. No further discussion.

E. Items for Discussion and Action

1. Board of Education Policies – Updated Policies

S. Louden presented the Board with updated policies for a second read of recommended changes. There will be approximately five policy changes presented per month moving forward as all policies are reviewed and revised as needed. BOE members will review, discuss, and vote on the currently presented changes at the next meeting.

1.a. Discussion on Project to Pave the Upper Parking Lot

Chairperson G. Cremé reviewed the original motion from the June 14, 2023 meeting to approve funding to move forward with paving of the upper lot due to safety concerns. Supt. Bruneau reported on what has transpired regarding this project and issues with getting the permit to begin paving. Initial permit application submitted by paving company (Constantine Paving) was denied. On July 31, 2023, Supt. Bruneau met with Public Works and paving company at request of First Selectman, after which a set of stipulations were presented before paving could be permitted. S. Louden noted that previous paving projects have not required these stipulations. Supt. Bruneau reviewed the sections of the Town Charter that apply to this project, specifically Section 805 A, Section 806 A, C, and D, and Section 807, which were sent to BOS and BOF. According to those sections, the BOE has not violated any part of the charter, therefore we are unsure why the permit continues to be denied. Discussion included safety concerns that were previously noted which remain concerns, to wit, a parent sprained their

foot outside today 8/9/2023. Options presented for possible next steps included asking the State Attorney General to interpret CGS 10-222 regarding the rights and role of the BOE. As this is a safety concern for children and the public that uses the lot and basketball court, without repair the lot will need to be closed. This will further impact safety at pick up and drop off times when traffic, already constrained by community center construction, will be backed up onto School Road. Additionally, this will delay pick up for many students and affect families' schedules for afterschool activities and parents returning to work. The project would need to be started by next week to be completed in time for the beginning of school, and that will require approval of the permit and availability of the paving company. BOE members recommend and support Principal Parker in closing the lot to limit liability and further injury. All BOE members expressed frustration and disappointment with this process. Discussion about posting signs and process for closing the lot, as well as how to alert parents and be transparent with reason for delay in paving to hopefully garner support.

2. Update on BOE Resolution

C. Bernard sent a letter on July 15, 2023 requesting a BOS response, in writing, to the BOE Resolution and MOU. C. Bernard received a phone call from A. Mandeville from the BOS that they will not sign MOU.

G. Cremé made a motion to adopt and approve the resolution as amended, seconded by C. Bernard. Discussion.

5-0-0 (PASSED)

3. Update on Development of Strategic Long-Term Plans

Supt. Bruneau updated on Facilities Strategic Plan. Had a company come and evaluate the steam traps in the building, and found they are not operating correctly, making our heating system inefficient. Twenty out of the seventy-five in the building were recommended to be replaced. Supt. Bruneau, working with Steve (custodian), identified eight that they would like to replace. Quotes will be requested for replacing all twenty and then just the eight identified by Supt. Bruneau and Steve (custodian).

F. Liaison Reports

- S. Loudon reported CIP did not meet this month; will report next meeting.
- C. Bernard reported on Technology; now using the Owl camera, which has been named "Hoot", for recording meetings.

8. Comments from the Public on Agenda Items – None.

9. Executive Session

S. Louden made a motion to move into Executive Session for the purposes of discussing the Superintendent’s evaluation with the Superintendent being asked to enter the Executive Session partway through such session when specifically invited by the Board, C. Willard seconded. No discussion.

5-0-0 (PASSED)

C. Bernard made a motion to come out of executive session at 9:40 p.m., seconded by S. Louden. No discussion.

5-0-0 (PASSED)

10. Other Action Items

11. Upcoming Meetings

- A. Regular Board Meeting – September 13, 2023**
- B. Items for Next Meeting**

12. Adjournment

C. Willard made a motion to adjourn at 9:44 p.m., seconded by C. Bernard. No discussion.

5-0-0 (PASSED)

Respectfully submitted,

Dawn M. Longley, Clerk

ANDOVER BOARD OF EDUCATION

Resolution Regarding Construction and Operation of Town of Andover Community Center

WHEREAS, the Town of Andover (the “Town”) has indicated its intent to construct a community center (the “Community Center”) on property located at proposed 25 School Road in Andover, Connecticut which property the Town long ago appropriated for use by Andover Elementary School (“School Property”), and which School Property thereby became property under the control of the Andover Board of Education (the “Board”); and

WHEREAS, the Board has the clear statutory authority to maintain control over the School Property as follows:

Connecticut law firmly establishes that local boards of education have broad and exclusive authority regarding all properties that are used for school purposes. While towns or municipalities own the buildings and grounds used for school purposes within their respective school districts in accordance with Sections 10-240 and 10-241 of the Connecticut General Statutes, Section 10-220 of the Connecticut General Statutes provides boards of education with expansive authority regarding all properties used for school purposes. In that regard, Section 10-220 expressly provides that the local board of education “shall have the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes. . . .”

In addition, Section 10-239 of the Connecticut General Statutes further underscores the board of education’s authority to control property dedicated for school purposes. That statute provides:

(a) Any local or regional board of education *may provide* for the use of any room, hall, schoolhouse, *school grounds* or other school facility within its jurisdiction for nonprofit educational or *community purposes* whether or not school is in session.

(b) Any local or regional board of education *may grant the temporary use of* rooms, halls, school buildings or *grounds or any other school facilities under its management or control for public*, educational *or other purposes* or for the purpose of holding political discussions therein, *at such time when the school is not in session . . . in each case subject to such restrictions as the authority having control of such room or building, grounds or other school facility considers expedient.*

(Emphasis added). As the emphasized language makes clear, the board of education has the authority and discretion to permit the use of school grounds for public, community, or other purposes and may impose any such restrictions that it considers “expedient.”

Finally, Section 76-01 of the Town of Andover Ordinances (revised January 2022) provides, in relevant part:

All town-owned personal property and equipment, *except items under the control of* the Fire Commissioners, the Library Directors, and *the Board of Education* shall be under the authority and control of the Board of Selectmen.

(Emphasis added); and

WHEREAS, any unilateral attempt by the Town to construct and operate the Community Center on School Property without Board approval or involvement contravenes the Board's clear statutory authority to control the School Property as described above; and

WHEREAS, the construction and operation of the Community Center may disrupt and/or otherwise impact the operations of Andover Elementary School; and

WHEREAS, pursuant to Section 10-239 of the Connecticut General Statutes, the Board has been, and remains, willing to permit the Town to utilize the School Property for purposes of constructing and operating the Community Center, provided the Town and the Board reach agreement regarding the terms and conditions of such use of School Property by the Town; and

WHEREAS, on June 14, 2023, the Board proposed to the Town for consideration and discussion a "Memorandum of Agreement Between the Andover Board of Education and the Town of Andover Regarding Construction and Operation of Community Center," a copy of which is attached hereto as Appendix A (the "MOA"); and

WHEREAS, by July 15, 2023, the Town rejected the Board's proposal to enter into the MOA verbally through its Vice Chair, and by July 15th also failed to respond in writing to the request to approve the Board's proposal, and as such also denied amending of the MOA through discussions between the Town and the Board and resolved to proceed with construction and operation of the Community Center without Board involvement or approval.

NOW, THEREFORE, BE IT RESOLVED, that the Board objects to the Town's unilateral attempt to construct and operate the Community Center on School Property without Board approval or involvement and reserves the right to raise further objections regarding this matter, including but not limited to taking formal legal action.

FURTHER RESOLVED, that the Board Chairperson is hereby authorized to provide a copy of this "Resolution Regarding Construction and Operation of Town of Andover Community Center" to the Town, through its First Selectman and/or other appropriate representative(s).

FURTHER RESOLVED, that Superintendent of Schools and Board Chairperson, acting either individually or together, are hereby authorized to propose again to the Town, through its First Selectman and/or designee(s), the MOA attached hereto as Appendix A; to negotiate the terms of the MOA with the Town; and to take all actions necessary and proper to finalize and implement the terms of the MOA for the purpose of reaching a compromise that addresses the interests of both the Board and the Town.

Appendix A

**MEMORANDUM OF AGREEMENT BETWEEN
THE ANDOVER BOARD OF EDUCATION AND THE TOWN OF ANDOVER
REGARDING CONSTRUCTION AND OPERATION OF COMMUNITY CENTER**

This Memorandum of Agreement (the “Agreement”) is made as of the ___ day of _____, 2023, by and between the **ANDOVER BOARD OF EDUCATION** (the “Board”) and the **TOWN OF ANDOVER** (the “Town”), together, the “Parties,” and each a “Party”.

WHEREAS, the Town is interested in constructing a community center (the “Community Center”) on property on School Road in Andover; and

WHEREAS, the construction and operation of the Community Center will implicate certain property under the control of the Board (the “Board Property”) in accordance with Section 10-220 of the Connecticut General Statutes and may disrupt and/or otherwise negatively impact the operations of Andover Elementary School (the “School”); and

WHEREAS, pursuant to Connecticut General Statutes Section 10-239, the Board is willing to permit the Town to utilize a portion of the Board Property for the purposes set forth in this Agreement; and

WHEREAS, the Parties wish to memorialize their agreement with respect to the terms and conditions governing the Town’s use of the Board Property.

NOW THEREFORE, the parties agree as follows.

1. GENERAL PROVISIONS

- 1.1. Use of Space for Services to Community. The Board hereby provides to the Town a license to use the portions of the Board Property designated in Exhibit A, free of any licensing fee, but subject to and in consideration of Town’s compliance with the terms and conditions in this Agreement, to construct and operate the Community Center to offer and provide services to the Andover community.

- 1.2. Prohibition on Disruption of School Operations. During School Hours (as defined below), the Town may not engage in any activity that would by way of noise, operations,

parking, or otherwise, materially disrupt the operations of the School and/or create an unsafe condition for students, staff, and/or other members of the school community.

- 1.3. Town Representative. The Town shall designate a representative (the “Town Representative”) authorized to act as the primary point of contact on the Town’s behalf with the Board with respect to the construction of, and operation of, the Community Center. In the event of any change to the Town Representative, the Town shall provide to the Board prior written notice of such change, to the extent feasible. The Board shall be provided with regular and emergency phone numbers for the Town Representative. The Town Representative shall be available to the Board during School Hours (as defined below).
- 1.4. Policies and Procedures. The Town must comply and cause its contractors, personnel and visitors to comply with any Board policies, procedures, rules or regulations while on Board property, including, without limitation, any security procedures which the Board may establish and revise from time to time, and that have been or will be distributed to the Town during the term of this Agreement. The Town, its contractors, personnel and visitors shall not materially interfere with the Board’s operation of the School.
- 1.5. Compliance. The Town agrees to construct and operate the Community Center consistent with the prevailing standards of practice in the community and in compliance with applicable federal, state and local laws, rules, regulations and policies. The Town shall construct and operate the Community Center in a manner which maintains its good standing and reputation and that of the Board in the community.
- 1.6. Non-discrimination. The Town represents that it does not and shall not discriminate against anyone on the basis of race, religion, color, national origin, sex, sexual orientation, marital status, age, disability (including pregnancy), genetic information, veteran status, or gender identity or expression, or any other basis prohibited by state or federal law, whether by the Town or its contractors, personnel and visitors.

2. OPERATION OF COMMUNITY CENTER

- 2.1. The Town is solely responsible and liable for the operation and management of the Community Center. The Town shall be solely responsible for supplying all equipment, services, labor, licenses, permits, insurance, materials and supplies necessary to operate the Community Center. The Town shall employ or contract with the personnel Town determines to be necessary and appropriate to staff the Community Center and shall be responsible for compliance with all laws, rules and regulations related to such personnel. All personnel involved in the operation of the Community Center shall solely be the personnel or contractors of the Town.

2.2. Student and School Safety.

- 2.2.1. Background checks may be required by the Board for Town contractors, personnel and visitors who will have or, or may have, direct contact with students on or around the Board Property. Any related costs will be borne by the Town. Such background checks may include, without limitation, state and national criminal records checks in accordance with Sections 10-221d and 29-17a of the Connecticut General Statutes and a check of the Connecticut Department of Public Safety's sexual offender registry, or the out-of-state equivalent of the Connecticut Department of Public Safety's sexual offender registry, as applicable. The Board may determine, after consultation with the Town, that based on information received pursuant to this Section that one or more Town contractors, personnel or visitors may not be present on the Board Property.
- 2.2.2. If any of the Town contractors, personnel or visitors are disruptive to the Board's operations at the School, or otherwise present a threat to the safety of the students attending the School, the Board shall notify the Town and request removal of any such Town contractor, personnel or visitor from the Board Property, and the Town shall reasonably comply with any such request.
- 2.2.3. The Town shall be solely responsible for all Town contractors, personnel and visitors during any period in which such individuals are present on Board Property. The Town shall be responsible for any equipment or other property it keeps on Board Property, provided that storage of such equipment or property shall be subject to Board approval.
- 2.2.4. The Town shall ensure that Town contractors, personnel and visitors do not enter any portion of the School, unless expressly permitted by the Board.
- 2.2.5. The Town understands and agrees that the Board has sole discretion to determine the safety and emergency protocols governing the School. The Board's agreement to the terms and conditions set forth in this Agreement is contingent on the construction and operation of the Community Center having, in the Board's sole discretion, no material adverse impact on the safety and emergency protocols of the School. The Parties agree that the Board shall have the opportunity to conduct a reasonable evaluation of the impact of the construction, design, and location of the Community Center on the safety of the school community and the emergency preparedness of the School. The Town agrees to provide information to inform such evaluation upon request from the Board. The Parties agree to collaborate to mitigate any identified impact of the construction and operation of the Community Center on the safety and emergency protocols of the School, provided that any such mitigation measure

is subject to the approval of the Board. The Board may terminate this Agreement should any impact(s) on the safety of the School community and/or the School's emergency protocols not be resolved to the Board's satisfaction.

2.3. Non-exclusive Use. The Town acknowledges and agrees that the Town's use of the certain Board Property which is the subject of this Agreement is not exclusive. The Town further acknowledges and agrees that the Board and its employees, agents, and contractors may access the Board Property during the course of, and in accordance with, the operation of the School.

2.4. Maintenance.

2.4.1. The Town shall be responsible for maintaining the certain Board Property which is the subject of this Agreement (as identified in Exhibit A), including the area known as the "lower parking lot," at its expense (except as otherwise expressly provided in this Agreement) in a clean, neat, orderly and hazard-free condition.

2.4.2. The Town shall not cause or permit any damage to Board premises, property, furnishings, fixtures, or equipment and will not do or allow anything to be done which would damage or change the appearance of the Board Property, except as otherwise expressly provided in this Agreement or approved in writing by the Board or Superintendent after the execution of this Agreement. The Town is responsible for the cost to repair any damage to Board property arising out of the activities which are the subject of this Agreement.

2.5. The Parties agree that they shall develop a mutually agreeable parking plan for the Community Center, provided that such parking plan shall designate certain parking spaces, and only such spaces, for Community Center parking and shall be designed to minimize disruption to the operations of, and emergency preparedness of, the School.

2.6. The Parties agree that, as an express condition of this Agreement, there shall be no smoking, vaping, or use of any intoxicating substance, whether legal or illegal, permitted on Board Property. The Town shall be responsible for enforcing said prohibition in regard to its contractors, personnel, and visitors.

2.7. The Town expressly acknowledges and agrees that the Town is prohibited from utilizing Board resources, supplies, and services which may be located on the Board Property unless otherwise expressly permitted under this Agreement or by the written agreement of the Board or the Superintendent of Schools after the execution of this Agreement.

- 2.8. The Town acknowledges that neither the Board nor any representative or agent thereof has made any representation or warranty to the Town as to the suitability of the Board Property for the operation of the Community Center.
- 2.9. The Town, for itself, its successors, and assigns, expressly covenants that it shall not assign this Agreement or any part hereof, or sublet, or use or permit the Board Property or any part thereof to be used by others or for any purpose other than the construction and operation of the Community Center.
- 2.10. The Board's designee may observe the operation of the Community Center from time to time to ensure compliance with the requirements set forth in this Agreement.

3. CONDUCT OF CONSTRUCTION PROJECT

- 3.1. The Town is solely responsible and liable for the construction of the Community Center. The Town shall be solely responsible for supplying all equipment, services, labor, licenses, permits, insurance, materials and supplies necessary to construct the Community Center. The Town shall employ or contract with the personnel Town determines to be necessary and appropriate to staff the construction of the Community Center and shall be responsible for compliance with all laws, rules and regulations related to such personnel. All personnel involved in the construction of the Community Center shall solely be the personnel or contractors of the Town.
- 3.2. Background checks may be required by the Board for Town contractors, personnel and visitors who will have or, or may have, direct contact with students on the Board Property during the construction of the Community Center. Any related costs will be borne by the Town. Such background checks may include, without limitation, state and national criminal records checks in accordance with Sections 10-221d and 29-17a of the Connecticut General Statutes and a check of the Connecticut Department of Public Safety's sexual offender registry, or the out-of-state equivalent of the Connecticut Department of Public Safety's sexual offender registry, as applicable. The Board may determine, after consultation with the Town, that based on information received pursuant to this Section that one or more Town contractors, personnel or visitors may not be present on the Board Property.
- 3.3. If, during the construction of the Community Center, any of the Town contractors, personnel or visitors are disruptive to the Board's operations at the School, or otherwise present a threat to the safety of the students attending the School, the Board shall notify the Town and request removal of any such Town contractor, personnel or visitor from the Board Property, and the Town shall reasonably comply with any such request.

- 3.4. During the construction of the Community Center, the Town shall be solely responsible for all Town contractors, personnel and visitors during any period in which such individuals are present on Board Property. The Town shall be responsible for any equipment or other property it keeps on Board Property, provided that storage of such equipment or property shall be subject to Board approval.
- 3.5. The Town shall ensure that Town contractors, personnel and visitors do not enter any portion of the School during the construction of the Community Center, unless expressly permitted by the Board.
- 3.6. Review of Plans and Mitigation of Board Concerns. As a condition of this Agreement and prior to any use of the Board Property by the Town for construction purposes in accordance with this Agreement, the Board shall have the opportunity to review documents and information, including any information and documents reasonably requested of the Town by the Board, regarding the construction proposal and/or plan for the Community Center, including, without limitation, site plans, staging area plans, waste/septic site plans, plans for storage of any fuel or other hazardous materials, information regarding environmental impact, plans for storage and disposal of construction materials, plans for Community Center parking, patterns of ingress and egress of, as well as storage of, construction equipment, and construction schedules and project timelines. The Board shall have the opportunity to conduct a reasonable investigation of any issues or concerns related to the impact of construction on School operations, School safety, student health and safety, emergency and safety protocols, including emergency response plans, and/or other substantial concerns identified during its review of said information and documents. The Parties agree to collaborate to mitigate any identified impact of concern by the Board after the completion of such reasonable investigation, provided that any such mitigation measure is subject to the approval of the Board. The Board may terminate this Agreement should any concerns of the Board regarding the construction plans or proposals not be resolved to the Board's satisfaction.
- 3.7. The Parties agree that any construction plans, proposals, schedules, and/or timelines will be adjusted to, the extent practicable, to reduce any impact on student health and safety, emergency preparedness, and School operations. Under no circumstances shall construction equipment be in operation during School arrival (8:00 a.m. to 8:30 a.m.) and dismissal (3:00 p.m. to 3:20 p.m.) periods, without prior agreement of the Board. Whenever possible, construction operations which would, by their nature, be likely to disrupt School operations or present concerns regarding student health and safety or emergency preparedness shall be conducted outside of School Hours (for the purposes of this Agreement, "School Hours" shall be defined as the hours from 8:00 a.m. through 3:20 p.m. on any day designated by the Board as a day when the School is in operation).

- 3.8. The Town representative shall provide the School Principal semi-monthly updates on construction. The Town understands and acknowledges that such information shall be used to update the School community any relevant stakeholders.
- 3.9. Any material alterations of the construction proposals or plans which may affect Board Property shall be promptly disclosed to the Board through its Superintendent of Schools. The same right to reasonably investigate and seek to mitigate the impact of issues identified by the Board identified in Section 3.6 of this Agreement shall be applicable to any material alteration disclosed pursuant to this Section, and the Board have the right to terminate this Agreement should any concern identified not be mitigated to its satisfaction.
- 3.10. The Town acknowledges that neither the Board nor any representative or agent thereof has made any representation or warranty to the Town as to the suitability of the Board Property for the construction of the Community Center.
- 3.11. The Board's designee may observe the construction of the Community Center from time to time to ensure compliance with the requirements set forth in this Agreement.

4. TERM AND TERMINATION

- 4.1. The term of this Agreement shall commence on the date of execution and shall continue until terminated by one of the Parties. In addition to the reasons specified in this Article, either Party shall have the right to terminate this Agreement by giving written notice to the other Party no later than November 1 of any fiscal year for which the Party seeks to terminate this Agreement as of July 1 of the following fiscal year.
- 4.2. If, at any time during the term of this Agreement, the Town, in the sole discretion of the Board, (a) uses the Board Property for a use other than the Community Center; (b) fails to operate the Community Center in accordance with the criteria described in this Agreement; (c) subcontracts, assigns, transfers, sublets or otherwise disposes of its obligations under this Agreement other than as provided herein; (d) materially interferes with the Board's operation of the School; or (e) materially fails to comply with any other term or condition contained in this Agreement, the Board shall have the right to terminate this Agreement upon fifteen (15) days' written notice to the Town (the "Notice Period"). Prior to or during the Notice Period, the Board shall offer the Town an opportunity for the Town to respond regarding the Board's intention to terminate the Agreement pursuant to this Section.

- 4.3. In addition to the right of termination under this Article, the Board or the Town may exercise any other legal or equitable right or remedy the Board or the Town may have.
- 4.4. **The Parties expressly acknowledge, understand, and agree that the Board has and reserves the right to reclaim part or all of the Board Property during the Term of this Agreement in order to meet the operational needs of the Andover Public Schools. If the Board determines that it will reclaim part or all of the Board Property during the Term of this Agreement, the Board will provide the Town with written notice of its decision to reclaim part or all of the Board Property no later than November 1 of any year during the Term of this Agreement, and the Board will reclaim such part or all of the Board Property effective July 1 of the following year.**
- 4.5. By the expiration of the Term or on any termination of this Agreement, the Town shall vacate and remove all of its equipment and other personal property from the Board Property and leave it in good order and condition. The cost of any such removal shall include the cost of repairing any damage to the Board Property by such removal and shall be borne solely by Town. If this Agreement is terminated by the Board before the end of the Term for any reason set forth in Section 4.4 of this Agreement, the Board shall pay for the cost of removal by the Town except for the cost of repairing any damage to the Board Property caused by such removal.

5. MISCELLANEOUS PROVISIONS

- 5.1. **The Town shall assume all liability for the Community Center. The Board shall not be liable for the Community Center or any activity related to the Community Center. The Town shall give prompt notice to the Board in case of a casualty or accident on the Board Property. The provisions of this Section shall survive termination or expiration of this Agreement.**
- 5.2. If any provision of this Agreement is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the Parties agree to substitute for the invalid provision another which most closely effectuates the legal and economic intent of the invalid provision within the bounds of the law.
- 5.3. This Agreement shall be binding upon the Parties, their successors, and assigns. Neither the Board nor the Town shall assign or otherwise transfer its respective interest in this Agreement without the express written consent of the other.
- 5.4. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut.

parties utilizing the Board Property. The Town shall not be accountable for any such violation which results from any act or omission of an employee of the Board, or of any third party who is not authorized to use the Board Property in accordance with this Agreement.

[The signature page follows.]

IN WITNESS WHEREOF, the Parties to these presents have hereunto set their hands and seals
as of the ___ day of _____, 2023.

WITNESS

ANDOVER BOARD OF EDUCATION

By: _____

WITNESS

TOWN OF ANDOVER

By: _____

EXHIBIT A
DESCRIPTION OF BOARD PROPERTY
SUBJECT TO THE AGREEMENT