

**ANDOVER ELEMENTARY SCHOOL  
ANDOVER, CT 06232  
Regular Board of Education Meeting  
Wednesday, July 12, 2023  
7:00 pm  
Virtual Meeting/School Library**

**Members Present:** Chairperson Gerard Cremé, Mike Beckwith, Chris Bernard, Steven Fuss (arrived late), Caitlin Greenhouse, Shannon Louden, Celeste Willard

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

**Others:** None

**1. Call to Order, Pledge of Allegiance**

Chairperson G. Cremé called the meeting to order at 7:00 p.m., followed by the Pledge of Allegiance.

**2. Comments from the Public – None.**

**3. Communications**

**A.** E-mail from Paula King from BOS thanking BOE for participation in celebrations for Andover's 175<sup>th</sup>

**B.** E-mail from Eric Anderson, Town Administrator, to BOE & BOF regarding BOE financial procedures

**4. Approval of Minutes**

**C. Bernard made a motion to approve the minutes from the June 14, 2023, Regular Board of Education Meeting, seconded by C. Greenhouse. No discussion, no changes.**

**5-0-1 (PASSED)**

**5. Opportunity to Add or Delete Agenda Items**

**S. Louden made a motion delete item E.1. Board of Education Policies – Updated Policies from the agenda, seconded by C. Willard. No discussion.**

**6-0-0 (PASSED)**

**G. Cremé made a made a motion to add agenda item E.5. Discussion to draft a letter to the BOS and BOF to begin collaborative meetings between town boards, seconded by S. Louden. No discussion.**

**6-0-0 (PASSED)**

**6. Celebrations – None.**

**7. Reports**

**A. Chairperson’s Oral Report – No report.**

**B. Superintendent’s Report – No written report.** Supt. Bruneau reviewed grant statuses.

**C. Principal’s Report – No formal written report.** Summer months are used to prepare for the next school year; cleaning and planning are in process. A new Speech Pathologist began for summer school and will continue into the fall. ESY began last week. Offering a ½ day PreK program end of July/early August for children starting PreK in the fall, will be a nice way to help them transition.

**D. Financial Report**

Reviewed financial reports as presented. With start of new school year, BOF will get a monthly summary after every BOE meeting to ensure collaboration and transparency among the Boards.

**E. Items for Discussion and Action**

**1. Board of Education Policies – Updated Policies**

Item deleted, see Agenda Item 5 above.

**2. Town of Andover Audit 2021-2022**

Supt. Bruneau reviewed the Andover Audit with the BOE members, noting only the specific areas that pertain to the BOE and AES. Discussion regarding audit as it pertains to AES procedures.

**3. BOE Resolution**

BOE members have concerns that the BOS has not formally accepted or rejected the BOE MOU that was presented to the BOS and discussed jointly at the BOE meeting of June 14, 2023. Eric Anderson, Town Administrator, verbally rejected the MOU at a recent P&Z meeting. Board discussed how to respond and move forward ensuring that the BOE maintains its position in the discussions. A draft resolution from Jessica Smith, Attorney for the BOE was distributed and reviewed. It was determined that the best next course of action was that Chairperson Cremé will write a letter to J. Maguire of the BOS asking for a formal, written response to the MOU with a deadline of Aug. 8, 2023. Based on BOS response to this letter, the BOE will determine next course of action at Aug. 9, 2023 meeting.

Further discussion of resolution and language within it tabled to next month.

**4. Initial update on Development of Strategic Long-Term Plans**

Development of strategic long-term plans in three areas: technology, facilities, and curriculum.

Supt. Bruneau noted that the facilities section of the plan is being worked on, there is a need to review what is currently in the facilities plan and align with what should be in there (i.e. adding in the furniture from classrooms, etc.). Facilities plan will be presented in the coming months once it is completed.

Principal Parker reviewed the curriculum plan with the BOE. Waiting to see if approval is given for the AES waiver (ours was not one of the 6 approved Science of Reading programs). As the year progresses and this plan is implemented, they will adapt and amend it as needed. I-ready is being discontinued as it is not in line with AES teaching practices. AES will begin using DIBELS as a norm-referenced reading predictor assessment.

Principal Parker outlined the technology plan for the BOE members. Utilizing the ITSE standards, which encompass seven standards for students around the use of technology. There was discussion on the timeline for replacing equipment and maintaining subscriptions and software. Some discussion about AI (i.e. ChatGBT) and if a policy should be created with regard to the use of AI. It was decided that at the elementary level there isn't the same level of concern as there might be in higher grade levels and there was not a need for a policy at this time. Discussion of cell phone policy: Principal Parker and Supt. Bruneau noted there is no concern regarding cell phone use in the classrooms, students do not use them during school.

**5. Discussion to Draft a Letter to the BOS and BOF to Begin Collaborative Meetings Between Town Boards**

At the June 14, 2023 BOE meeting with 2 BOS members present, there was a suggestion of collaborative meetings between all three boards at a minimum of two times per year, with quarterly joint meetings being ideal. C. Greenhouse requests BOE approval to draft and send a letter to the BOF and BOS to get this partnership started.

**C. Willard made a motion to allow C. Greenhouse to draft a letter to the BOF and BOS for quarterly or semi-annual meetings of the boards with such meetings to begin in September of 2023, seconded by S. Fuss. Discussion.**

**7-0-0 (PASSED)**

**F. Liaison Reports**

**School Readiness Liaison:** Supt. Bruneau reviewed the recent statutory change regarding the minimum age for children entering Kindergarten. Beginning with the 2024/2025 school year children will need to be 5 on or before Sept. 1 of that school year (previously the child had to be 5 prior to Dec. 31 of the respective school year). This will cause some changes in the AES plans moving forward, including a 2024/2025 redistribution of students remaining in PreK rather than moving on to Kindergarten. Discussion. The Board will remain mindful of this upcoming change and in future months will make a plan to communicate with and gather information from the community.

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

**9. Other Action Items – None.**

**10. Upcoming Meetings**

-Regular Board Meeting – August 9, 2023

-Items for Next Meeting – Superintendents Evaluation, Board of Education Resolution, Updates on Strategic Planning, Board of Education Policy Updates.

**11. Adjournment**

**Motion to adjourn was made by C. Willard at 8:44 p.m., seconded by S. Loudon.**

**7-0-0 (PASSED)**

**Submitted Respectfully,  
BOE Clerk, Dawn Longley**

## 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 15<sup>th</sup> 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