

LYME-OLD LYME SCHOOLS

Regional School District #18

A Private School Experience



in a Public School Setting

Regular Board of Education Meeting

December 5, 2018

Board Present: Michelle Roche, Chairwoman; Diane Linderman, Vice Chair; Jean Wilczynski, Treasurer; Martha Shoemaker, Secretary; Erick Cushman; Rick Goulding; Stacey Leonardo; Mary Powell St. Louis; Stacy Winchell

Administration Present: Ian Neviaser, Superintendent of Schools; Mark Ambruso, Principal of Lyme-Old Lyme Middle School; James Cavalieri, Principal of Lyme Consolidated School; Melissa Dougherty, Director of Special Services; Patricia Downes, Principal of Mile Creek School; Hildie Heck, Athletic Director; Holly McCalla, Business Manager; Jeanne Manfredi, Assistant Principal of Lyme-Old Lyme High School; John Rhodes, Director of Facilities & Technology; Noah Ventola, Assistant Principal of Lyme-Old Lyme Middle School; James Wygonik, Principal of Lyme-Old Lyme High School

Others Present: Oliva Hersant, RETA Co-President; Brynn McGlinchey and Emily O'Brien, High School Student Representatives; several members of the girls soccer team; 20 townspeople from LOL

I. Call to Order

The meeting was called to order at 6:32 p.m. by Superintendent Neviaser. The Pledge of Allegiance was recited.

1. Election of Board Officers

Dr. Goulding made a motion, which was seconded by Dr. Powell St. Louis, to nominate Michelle Roche as the Chair of the Board of Education. A paper ballot vote reflected all Board members voting for Michelle Roche as the Chair of the Board.

Mrs. Roche made a motion, which was seconded by Mr. Cushman, to nominate Diane Linderman as Vice Chair of the Board of Education. A paper ballot vote reflected all Board members voting for Diane Linderman as Vice Chair of the Board.

Mrs. Winchell made a motion, which was seconded by Mrs. Shoemaker, to nominate Jean Wilczynski as Treasurer of the Board of Education. A paper ballot vote reflected all Board members voting for Jean Wilczynski as Treasurer of the Board.

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Dr. Powell St. Louis made a motion, which was seconded by Mr. Cushman, to nominate Martha Shoemaker as Secretary of the Board of Education. A paper ballot vote reflected all Board members voting for Marsha Shoemaker as Secretary of the Board.

II. Approval of Minutes

MOTION: Mrs. Linderman made a motion, which was seconded by Mrs. Wilczynski, to approve the minutes of the Special Meeting of November 7, 2018 and the Regular Meeting of November 7, 2018.

VOTE: the Board voted unanimously in favor of the motion.

III. Visitors

1. Girls Soccer Team

Several members of the girls soccer team and their coaching staff were present so that the Board could recognize them for winning their fourth straight state title. Team captains Mya Johnson, Caroline Wallace and Dani McCarthy spoke on behalf of the team and gave highlights of their very successful season. The Board extended congratulations to the team and coaches for their winning season.

2. CAPSS Student Recognition

Brynn McGlinchey, a senior at LOLHS, and Nicholas Fava, a junior at LOLHS, were recognized as this year's recipients of the Connecticut Association of Public School Superintendent's (CAPSS) Award. This award is based on the students' service, leadership and academic prowess. Mr. Wygonik, Principal of Lyme-Old Lyme High School, presented the award to Brynn McGlinchey (Nicholas Fava was unable to attend the meeting due to a prior commitment) and spoke to the many accomplishments of this high school student.

3. Public Comment

Karen Taylor, a resident of Old Lyme and who has two children attending Lyme Consolidated School, read the following statement to the Board regarding her concern over the use of plastic and Styrofoam products in the cafeteria at Lyme School and throughout the district.

Thank you for the opportunity to speak. My name is Karen Taylor. I have two sons at Lyme Consolidated School. My topic is the use of plastic and Styrofoam products in the cafeteria at Lyme School and the district.

I would like to see the use of plastic and Styrofoam products reduced or eliminated in our schools. The products I am referring to are trays, bowls/cups used for soup, silverware, and straws. These items are not recyclable. Many students will walk away from their school lunch experience and think that this practice of throwing away plastics is without consequence. We, as adults, know better.

I understand, from speaking to other parents in the district that I am not the first to come forward with this concern. I further respect how our district manages these types of issues and does the absolute best it can, weighing the costs and benefits. But what are the current hurdles and how do they differ from past

barriers to changing to a more environmentally conscious cafeteria practice?

Today, I saw only two cafeteria workers preparing for lunch at Lyme School. They have a very challenging job. They have 25 minutes or less to serve hot lunch to a large crowd of hungry students. I do not want to see their job become more challenging, but I think we can responsibly explore other options to plastics (like compostable materials) while maintaining the well-oiled machine that currently exists.

Suggestions:

- 1. Compostable straws provided to students that truly need them for drinking. My observation is that many students are capable of drinking their beverage without the need for a straw.*
- 2. Compostable trays and bowls and serveware.*

These alternatives to plastics are likely more expensive. In a quick and dirty Google search, a large packing manufacturer (Genpak; <https://www.genpak.com/shop/products/trays/>) provided on-line pricing for quantities of 500 trays:

- 5 compartment foam trays = 9 cents per tray*
- 5 compartment compostable trays = 15 cents per tray*

In my opinion, this price difference is small enough to at least explore the compostable options. I hope others on the Board, or employees of Region 18, share my concerns and interests.

I would also like to report that the student leaders, formerly student senate, is planning a recycling initiative at Lyme School. I am very proud of this group for tackling this issue. If the students of Lyme School feel we need to be more environmentally responsible, we as parents, teachers and administrators must be doing something right. Let's continue to support our students in their efforts to make the world a healthier place.

4. Report from Student Representatives

Brynn McGlinchey and Emily O'Brien reported on the following activities taking place at the schools:

At LOLHS: The high school celebrated Veterans Day on November 12 with the largest number of veterans attending the ceremony in the past three years. The Student Advisory Council thanked the LOLHS teachers and staff by offering them a delicious Thanksgiving luncheon on November 19. On December 4, the school participated in an all-school assembly of *Chasing the Dragon* presented by the U.S. Attorney's Heroin Education Action Team (USA HEAT). The presentation was followed up with students during Advisory on December 5. Parents will be offered a similar presentation and panel on December 6. The National Honor Society is sponsoring its annual toy drive in support of LYSB's holiday giving program and in November collected and delivered an unprecedented amount of food for their annual Thanksgiving food drive. The high school students are looking forward to the annual holiday concerts. The band will play on December 13, and the chorus will perform on December 18. The high school will hold its annual holiday door decorating contest, and the doors will be judged by the preschool. On December 21, the students and staff will gather in the auditorium for the holiday assembly.

At LOLMS: The middle school kicked off the month of November with the fall recognition assemblies when students were recognized for acts of citizenship and academic prowess. Approximately 30 students were recognized for their achievements. The school also hosted a moving Veterans Day breakfast and ceremony. On November 12, approximately 50 veterans join the staff and students for breakfast and a student-led, whole-school assembly which featured personal stories from service members, music from the band and choir, and the Connecticut National Color guard in attendance. In addition, under the direction of Carrie Wind and Laura Gladd, 16 students have been accepted to the Eastern Regional Music Festival, which will take place in March. The 5th graders from Lyme School and Mile Creek came to the Middle School for an engineering presentation. Thelma Halloran, Art Teacher, hosted a field trip to the Yale Gallery of Art. The middle school is looking forward to next week's winter band and chorus concerts.

At Lyme Consolidated School: Before Thanksgiving, the Lyme student leaders organized a food drive for the local soup kitchen, and the students brought in over 770 food items. On December 6, the 5th graders will be sharing their Invention Convention projects. The middle school jazz band will visit Lyme School on December 13 and on December 20, the high school chorus will be singing to all of the students. The Circle of Giving was successful as Lyme School helped over seven families that were in need of assistance. A special thank you to all of the families that contributed was extended. The next PTO meeting will be on December 18 at 6:00 p.m.

At Mile Creek School: On December 3 and 4, Julie Riggs from the Florence Griswold Museum held painting sessions to instruct students K-5 on how to create acrylic winter snow scenes. On December 6, Mile Creek fifth graders will travel to Center School for the Invention Convention. If you can stop by, you will be amazed by their creativity and ingenuity. On December 11, the Mile Creek PTO will sponsor its beloved cookie exchange for staff. On December 13, the LOLMS Jazz Cats Jazz Band will perform at Mile Creek School. Also on December 13, the Mile Creek PTO will host its annual Winter Wonderland. On December 20, Mile Creek will have an author-in-residence, Jarrett J. Krosoczka, author of the *Lunch Lady* series. On that same date, the LOLHS Select Singers will inspire the staff and students with their magical voices. The Mile Creek School community wishes the Board of Education the very happiest of holidays.

In the Preschool Program: This month the students will be focusing on the color green, the shape of a rectangle and the letters G, H and I. Math lesson will include problem solving, graphing, sorting and snowflake patterns. The preschool students own artwork will be featured throughout the hallways. The theme of the month for December is giving and gingerbread. The literature supporting the theme is *The Gingerbread Baby* and *Gingerbread Man*. The students will also be learning about the five senses. In support of the giving theme and social studies emphasis on helping the community, the preschool is coordinating a pajama drive in partnership with Scholastic Books. For each set of pajamas donated, Scholastic will include a book for donation. All books and pajamas will benefit the Homeless Shelter of New London. Additionally, to help the four footed friends, the preschool is collecting items for the Connecticut Humane Society. Please see the collection train in the Center School foyer.

IV. Administrative Reports

1. Superintendent's Report

Mr. Neviaser extended congratulations to the girls' soccer team on winning their fifth (and fourth in a row) state championship in school history.

Mr. Neviaser reported that Patricia Downes, Principal of Mile Creek School, has announced her retirement at the end of the current school year.

Mr. Neviaser reviewed the personnel report which reflected the hiring of two instructional assistants, a custodian and a short term substitute for a social studies teacher at the high school.

Mr. Neviaser reviewed the December enrollment report which reflected a total of 1,264 students (six more students than last time this month). He noted that they have received the enrollment projections from both NESDEC and Peter Prowda and are incorporating that data into the budget process.

Mr. Neviaser spoke to the success of the Veterans Day programs held in all schools which were very well attended by the local veterans. Mr. Neviaser commented that this annual event is by far one of the most moving events and allows the students to understand the real sacrifices veterans have made for this country.

Mr. Neviaser encouraged the Board of Ed to attend the *Chasing the Dragon* presentation, a heroin and opioid awareness event presented by the U.S. Attorney's Heroin Education Action Team (USA HEAT).

Mr. Neviaser reviewed the budget development schedule.

Mr. Neviaser reported that per policy #4520, he would like to report that a local family relocating to Florida has donated their \$7500 golf simulator to the high school.

Mr. Neviaser updated the Board on progress toward the district goals.

Mr. Neviaser reported that the judging of the Invention Convention would take place the following day at Center School.

2. Business Manager's Report

Mrs. McCalla reviewed the Executive Budget Summary as of November 30, 2018. Fluctuations of note: *Instructional Programs*: Instructional Technology, Tuition, Software and Textbooks.

Special Education: Tuition encumbrances for unexpected services above budgeted projections.

Admin Services: Costs associated with admin technology purchases including equipment and purchased services.

Mrs. McCalla reviewed the Contingency Maintenance Report which reflected \$1,750 in increased spending from October for costs associated with Milone and MacBroom consulting work on the irrigation project. The remaining contingency balance is \$100,787.

Mrs. Winchell asked for the total amount expended to Milone and MacBroom since this project commenced. Mrs. McCalla will report back to the Board on this request.

Mrs. Wilczynski asked about the overage in special education costs and if the majority of billing from outside agencies has been paid. She also asked at what point does district spending have to be monitored or limited in order to help cover any special education overages. Mr. Neviasher explained the process should they get to a point where they have to halt other spending to cover these overages.

V. Educational Presentation

1. Preschool Expansion Presentation

Mr. Neviasher gave a PowerPoint presentation on the preschool expansion concept. The Superintendent and members of a committee have been meeting regularly to study this initiative which would add two-three preschool classrooms to the three classrooms that are currently in place. Under this concept, preschool would be made available to those meeting the age requirements (4 years old by September 1, 2019). Mr. Neviasher thanked the following for their efforts on this committee: Diane Linderman and Martha Shoemaker; Board of Education Members; Michelle Dean, Director of Curriculum; Melissa Dougherty, Director of Special Services; Holly McCalla, Business Manager; Kinny Newman, Preschool Teacher; John Rhodes, Director of Facilities and Technology; Mary Seidner, Director of LYSB; Karen Taylor and Shaleighne Fahey Cantner, parents.

A copy of Mr. Neviasher's presentation is attached to these minutes for informational purposes.

In summary, the following are the recommendations of the Preschool Expansion Committee presented to the Board:

- The proposed program will run Monday through Friday from approximately 8:50 a.m. 2:50 p.m.
- The proposed program will begin at the start of the 2019-2020 school year.
- Students will be eligible for enrollment if they turn 4 years old on or before September 1, 2019. Students who do not meet this criteria may continue to apply for the three-year-old program through the traditional lottery system.
- The existing 3 year old half-day program will remain unchanged and will continue to enroll resident students through a lottery system for those not involved in the state's Birth to Three program.
- The committee may recommend to the Board of Education a nominal fee for residents with said amount to be determined by the Board of Education. Residents who demonstrate need may be eligible for a fee waiver.
- Class sizes will align with the district class size guidelines.

- The district will not offer before and after care as part of this proposed program. Options for before and after school care are currently being explored.
- Transportation will only be provided for students who qualify for special education services.
- As a part of the proposed program, students will participate in art, music, and physical education courses taught by certified personnel.
- Non-resident students will be enrolled as space allows. The committee will recommend an annual fee of \$10,000 for non-residents to attend the program.
- Resident students will still receive priority enrollment per Board of Education policy #2420.
- The application process for this proposed program will take place in mid-January. More information will be provided prior to that period.

The committee asked the Board to make the following decision:

- To accept the recommendations of the planning committee to expand the Pre-k program.
- If approved, will there be a fee for residents to enroll their student(s) in the program?

The Board discussed this proposed initiatives. Areas of discussion included:

Current tuition costs for non-resident students.

The cost of furniture, supplies, etc., to equip new classrooms.

The existing playground and if it would meet the needs of increased enrollment.

Condition of gymnasium floor – no additional costs other than the replacement which was already scheduled.

Specials (art, music, physical ed instruction) – utilizing middle school staff due to declining enrollment at that building.

Students who enter kindergarten without any prior schooling experience.

Important of consistency in programming – providing skillset that students will need to enter kindergarten.

Difference in preschool/kindergarten standards – always evolving and changing.

Providing an early childhood experience for those students who didn't have this option before.

How other daycares/preschools feel about this expansion and the effect on their business.

An increase in the need for before and after care due to this expanded program..

Offset costs for the program such as possible tuition student enrollments (many parents living outside the district expressed an interest) and pending retirements.

Benefits to all students – especially those who cannot afford preschool.

Effect on families who sign up for the district's pre-k program should this program not make it through the budget process.

Other big ticket budget items that might be affected by this initiative.

Public concern over a big increase in the budget.

Should this initiative be pushed out one year?

MOTION: Mr. Cushman made a motion, which was seconded by Dr. Goulding, to approve the expansion of the Pre-k program as presented and to not charge resident students for this service as long as this program works through the budget process.

VOTE: all Board members voted in favor of the motion, with the exception of Dr. Powell St. Louis, who abstained. Motion passed.

VI. Chairman & Board Report
There was no report from the chair.

VII. New Business

1. Tuition Student Request

Mr. Neviaser reported that they have received another tuition student request (grade 6 student). This would bring the total tuition students to 7 total throughout the district.

MOTION: Mrs. Shoemaker made a motion, which was seconded by Mrs. Winchell, to approve the tuition request of a 6th grade student as presented by the Superintendent.

VOTE: the Board voted unanimously in favor of the motion.

2. Old Lyme Rowing Association Agreement

Mr. Neviaser explained that the Old Lyme Rowing Association (ORLA) agreement was intentionally written for only a one year term. The idea behind that was to allow for any changes, should they be needed, at the end of the first term. Mr. Neviaser's recommendation was to align this agreement with the agreement the district has with the town of Old Lyme that extends to 2038. OLRA is in support of this idea.

MOTION: Mrs. Wilczynski made a motion, which was seconded by Mrs. Winchell, to approve the boathouse agreement with the Old Lyme Rowing Association as presented. The agreement is attached to these minutes for informational purposes.

VOTE: the Board voted unanimously in favor of the motion.

3. 2019-2020 School Calendar

Mr. Neviaser reviewed a draft of the 2019-2020 school calendar. The Board reviewed and made several comments. Mr. Neviaser said that action will be taken on the calendar at the January Board meeting.

VIII. Old Business

1. Closing of LOLHS Project

The district is still waiting for the final change order from the State so there is no action required on this agenda item.

2. Report of Committees:

- a. *Facilities*. Dr. Goulding reported that the usage of the pond for irrigating the athletic fields is almost completed with one remaining issue to be ironed out. The oil tank installation at Mile Creek is completed. The solar panels at Lyme Consolidated School are almost ready to go online. There is still an issue on whether these panels can be installed on the Mile Creek roof due to an engineering issue. The committee is looking at other ways to get a power source on that property.

Two companies have looked at the main campus tennis courts and have deemed them safe to play on but they are in need of repair. At the December 11 Facilities Committee meeting, there will be a presentation by Cape & Islands Tennis and Track Company regarding their findings on the condition of the courts. Dr. Goulding reported that it is estimated to cost \$225,000 to fix three tennis courts. The district has nine tennis courts on the main campus which is more than many other districts of our size. Follow-up discussion centered on whether the district needed nine courts and how these courts are used extensively by the community.

Dr. Goulding reported that the Facilities Committee has discussed the importance of keeping the facilities well maintained in order to avoid big ticket items down the road.

- b. *Finance*. No report.
- c. *Communications*. No report.
- d. *Policy*. Meeting next Wednesday, December 12.
- e. *LEARN*. Mrs. Leonardo reported on a recent presentation given to the LEARN Board by the New London Superintendent of Schools. The LEARN Board also discussed changing the start dates for kindergarten (turning 5 by September 1 vs. January 1) because of the effect on military families who relocate here and find that their child, who was enrolled in school in another state, is not age eligible here in Connecticut. There is a petition going before the state legislature to change kindergarten eligibility to an earlier date (turning 5 by September 1).
- f. *LOL Prevention Coalition*. Mrs. Shoemaker encouraged all to attend the *Chasing the Dragon* presentation.

IX. Correspondence

There was no correspondence to report.

X. Executive Session

There was no need for an executive session.

XI. Adjournment

The regular meeting adjourned at 9:03 p.m. upon a motion by Dr. Goulding and a second by Mrs. Winchell.

Respectfully submitted,

Rick Goulding, Secretary

PRE-K EXPANSION

DECEMBER 5, 2018

COMMITTEE

- IAN NEVIASER, SUPERINTENDENT OF SCHOOLS
 - DIANE LINDERMAN AND MARTHA SHOEMAKER; BOARD OF EDUCATION MEMBERS
 - MICHELLE DEAN, DIRECTOR OF CURRICULUM
 - MELISSA DOUGHERTY, DIRECTOR OF SPECIAL SERVICES
 - HOLLY MCCALLA, BUSINESS MANAGER
 - KINNY NEWMAN, PRESCHOOL TEACHER
 - JOHN RHODES, DIRECTOR OF FACILITIES AND TECHNOLOGY
 - MARY SEIDNER, DIRECTOR OF LYSB
 - KAREN TAYLOR AND SHALEIGHNE FAHEY CANTNER, PARENTS
- MEETINGS- SEPTEMBER 12, SEPTEMBER 26, OCTOBER 10, OCTOBER 31, NOVEMBER 14

WHY EXPAND?

- Establish a standard Region #18 Pre-K experience based on Connecticut's Early Learning and Developmental Standards
- Support a successful transition to Kindergarten by providing a premier learning environment for all eligible students in our district equivalent to that which our current Pre-K students receive
- Ensure limited variability among Kindergartners in terms of skills and school readiness
- Enhance marketability of the district and the two towns
- Entice non-residents to move to our district, or enroll their students on a tuition basis
- Utilize existing space to benefit our students and communities

CONSIDERATIONS

Students <ul style="list-style-type: none"> • Age of students • Address/identify special needs/developmental delays • # of students – based on K projections, Previous lottery #s, survey 	Staff <ul style="list-style-type: none"> • 5 day schedule • How schedule the preps during the week • IA training • Special schedule – LMS, music, PE, etc. • Nurse • Administrator? Lead Teacher? 	Facilities <ul style="list-style-type: none"> • Furniture • Construction • Playground up-grades? • Move offices to create Pre-K hallway? • Plumbing drivers?
Transportation <ul style="list-style-type: none"> • Do we offer bus service to all students? • Car seats • Bus monitors? 	Food <ul style="list-style-type: none"> • Do we provide food • Cafe open? Transport lunches? 	Community <ul style="list-style-type: none"> • Before and after school care • Impact on equivalent private industry • Community financial impact on non-required programs • Who else should be part of the next meetings?
Schedule <ul style="list-style-type: none"> • Start/end times • Full day – rest periods? ½ day? • 5 day a week program 	Program <ul style="list-style-type: none"> • Elementary model with push in services • Charge? Tuition students? • How many classes? 	Additional thoughts... <ul style="list-style-type: none"> • Cost of other programs?

STUDENTS

Current	Projections/Considerations
Pre-K enrollment data as of 9/26/18 <ul style="list-style-type: none"> • 49 total students • 21 are 3 or 4 year olds • 28 are 4 or 5 year olds 	Survey results <ul style="list-style-type: none"> • 125 Responses • 85 Lyme-Old Lyme residents • 40 Non-residents • 39* Turning 4 by September 1, 2019 • 56* Turning 4 by January 1, 2020 (9 already in program)
Averages for 2016-2018 <ul style="list-style-type: none"> • 50 signed up for Peer Visit • 18 entered through lottery • 37 placed on waitlist 	
2014- 40 births 2015- 52 births	
Average 66 Kindergarten enrollments 2016-2018	

STAFF

Current	Projections/Considerations
3 teachers/ 3 classrooms	6 teachers/ 6 classrooms
6 IA's (1 LPN/ IA)/ 3 classrooms	12 IA's (2 LPN/IA)/ 6 classrooms
	Additional staffing cost of \$311,837 *Does not include any offsets

FACILITIES

Current	Projections/Considerations
3 classrooms all with bathrooms	3 additional classrooms
Limited storage space	Add one bathroom and additional access to existing bathroom
Limited prep space	Expand size of one classroom which also creates additional storage/prep space
LEARN leaving in January	Use of LEARN space
	Anticipated cost assuming summer 2019 construction- \$180,000

TRANSPORTATION

Current	Projections/Considerations
Two buses for identified students as required by IDEA	Continue to provide transportation for identified students
Parents of typical peers provide their own transportation	Add additional bus run for Pre-K multiple buses or two buses with lengthy trips
Drop off/ pick up in front of Center School	Multiple drop off/ pickup points

FOOD

Current	Projections/Considerations
28 students	Approximately 64 students
Average of 6 meals/ day	Average of 14 meals/day
No refrigerator or freezer	Purchase new freezer and refrigerator for \$6,000
Teachers serve	Add one employee for \$233/ week
Transported from Mile Creek	Can transport up to 30 meals per day from Mile Creek

COMMUNITY

Current	Projections/Considerations
No before/ after care	Partnership with local resources to provide before/ after care
Fiscal/ budget impact	Strengthen community and district programming

SCHEDULE

Current	Projections/Considerations
4 days per week –no Wednesdays	5 days per week
No specials	Art, Music, PE
8:50 a.m. - 2:50 p.m.	8:50 a.m. - 2:50 p.m.
Wednesday- teacher prep time	Teacher prep during specials

PROGRAM

Current	Projections/Considerations
Tuition free program for all	Nominal fee for residents vs. no fee for residents
Birth to three	Tuition based for non residents (\$10,000/ year)
Lottery system for typical peers	Survey of surrounding towns, schools, and programs showed wide and inconsistent costs ranging from \$0-\$17,200 per year.
	Special Education
	Low income families
	Consistency in programming
	Families already enrolled

RECOMMENDATIONS

- THE PROPOSED PROGRAM WILL RUN MONDAY THROUGH FRIDAY FROM APPROXIMATELY 8:50 A.M. 2:50 P.M.
- THE PROPOSED PROGRAM WILL BEGIN AT THE START OF THE 2019- 2020 SCHOOL YEAR.
- STUDENTS WILL BE ELIGIBLE FOR ENROLLMENT IF THEY TURN 4 YEARS OLD ON OR BEFORE SEPTEMBER 1, 2019. STUDENTS WHO DO NOT MEET THIS CRITERIA MAY CONTINUE TO APPLY FOR THE THREE-YEAR-OLD PROGRAM THROUGH OUR TRADITIONAL LOTTERY SYSTEM.
- OUR EXISTING **3 YEAR OLD HALF-DAY PROGRAM** WILL REMAIN UNCHANGED AND WILL CONTINUE TO ENROLL RESIDENT STUDENTS THROUGH A LOTTERY SYSTEM FOR THOSE NOT INVOLVED IN THE STATE'S BIRTH TO THREE PROGRAM.
- THE COMMITTEE MAY RECOMMEND TO THE BOARD OF EDUCATION A NOMINAL FEE FOR RESIDENTS WITH SAID AMOUNT TO BE DETERMINED BY THE BOARD OF EDUCATION. RESIDENTS WHO DEMONSTRATE NEED MAY BE ELIGIBLE FOR A FEE WAIVER.
- CLASS SIZES WILL ALIGN WITH THE DISTRICT CLASS SIZE GUIDELINES WHICH CAN BE FOUND AT:
[HTTPS://WWW.REGION18.ORG/PAGE.CFM?P=662&PBACK=41](https://www.region18.org/page.cfm?P=662&PBACK=41)

RECOMMENDATIONS

- THE DISTRICT WILL NOT OFFER BEFORE AND AFTER CARE AS PART OF THIS PROPOSED PROGRAM. OPTIONS FOR BEFORE AND AFTER SCHOOL CARE ARE CURRENTLY BEING EXPLORED.
- TRANSPORTATION WILL ONLY BE PROVIDED FOR STUDENTS WHO QUALIFY FOR SPECIAL EDUCATION SERVICES.
- AS A PART OF THE PROPOSED PROGRAM, STUDENTS WILL PARTICIPATE IN ART, MUSIC, AND PHYSICAL EDUCATION COURSES TAUGHT BY CERTIFIED PERSONNEL.
- NON- RESIDENT STUDENTS WILL BE ENROLLED AS SPACE ALLOWS. THE COMMITTEE WILL RECOMMEND AN ANNUAL FEE OF \$10,000 FOR NON-RESIDENTS TO ATTEND THE PROGRAM.
- RESIDENT STUDENTS WILL STILL RECEIVE PRIORITY ENROLLMENT PER BOARD OF EDUCATION POLICY **#2420**
- THE APPLICATION PROCESS FOR THIS PROPOSED PROGRAM WILL TAKE PLACE IN MID-JANUARY. MORE INFORMATION WILL BE PROVIDED PRIOR TO THAT PERIOD.

DECISIONS

- **SHOULD WE ACCEPT THE RECOMMENDATIONS OF THE PLANNING COMMITTEE TO EXPAND THE PRE-K PROGRAM?**
- **IF SO, WILL THERE BE A FEE FOR RESIDENTS TO ENROLL THEIR STUDENT(S) IN THE PROGRAM?**

AGREEMENT

THIS AGREEMENT (hereinafter “**Agreement**”) is made as of the Effective Date (defined below), by and between **REGIONAL SCHOOL DISTRICT NO. 18**, a Connecticut quasi-municipal corporation with an address of 49 Lyme Street, Old Lyme, Connecticut 06371 (hereinafter “**Region 18**”) and the **OLD LYME ROWING ASSOCIATION, INC.**, a Connecticut corporation with an address of P.O. Box 158, Old Lyme, Connecticut 06371 (hereinafter “**OLRA**”).

WITNESSETH:

WHEREAS, the Town of Old Lyme (hereinafter the “**Town**”) is the owner of certain real property commonly known as Hains Park, including a building commonly known as the boathouse (hereinafter the “**Boathouse**”) and all other improvements thereon, located at 166 Boston Post Road, Town of Old Lyme, County of New London, State of Connecticut (hereinafter the “**Property**”); and

WHEREAS, Region 18 and the Town are parties to a lease agreement dated August 8, 2017 (hereinafter the “**Lease**”) and attached hereto as **Exhibit A**, under which Region 18 is the lessee and the Town is the lessor, pertaining to the Boathouse portion of the Property, and the land situated immediately under such Boathouse, together with all appurtenances thereto (the leased premises, including the Boathouse, and the land situated immediately thereunder and the appurtenances thereto, are hereinafter collectively referred to as the “**Premises**”);

WHEREAS, Region 18 and OLRA mutually desire that, while Region 18 is the lessee of the Premises, OLRA be permitted to access and use the Premises solely for the purpose of operating a community rowing program and purposes ancillary thereto, subject to the terms and conditions of this Agreement and the Lease;

NOW, THEREFORE, in consideration of the mutual promises set forth below, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Region 18 and OLRA hereby agree as follows:

1. **Description.** The parties agree that the above-recitals are hereby incorporated into this Agreement. Subject to the terms and conditions of this Agreement, Region 18 hereby grants to OLRA access and use of the Premises, including the non-exclusive use of the common automobile parking lot, driveways, sidewalks, and footways on the Property that are connected to or situated within close proximity to the Premises for ingress and egress to and from the Premises and any other permitted public uses, together with the rights of the Town, Region 18 and the public to utilize such common automobile parking lot, driveways, sidewalks and footways.

2. **Term.** The term of this Agreement shall commence on the Effective Date hereof and continue through August 8, 2038, unless earlier terminated as provided herein (hereinafter the “**Term**”).

3. **Termination.** Either party may terminate this Agreement by giving the other party thirty (30) days' written notice of such termination.

4. **Recognition of and Compliance with Lease Terms.** During the Term of this Agreement, OLRA shall act in compliance with the terms and conditions of the Lease to the extent necessary to ensure that Region 18 is able to fulfill its obligations as lessee under the Lease. In furtherance thereof, the parties specifically recognize and/or agree to, but recognize and/or agree that OLRA's obligations under this section or this Agreement are not hereby limited, the following:

(a) Region 18 has complete control over the use and operation of the Premises, including the right to restrict OLRA's access and use of the Premises and use of the common automobile parking lot, driveways, sidewalks, and footways on the Property that are connected to or situated within close proximity to the Premises.

(b) The Lease grants Region 18 the use of the common automobile parking lot, driveways, sidewalks, and footways on the Property that are connected to or situated within close proximity to the Premises. Neither Region 18 nor OLRA have been granted use of any common automobile parking lots or areas, driveways, sidewalks, and footways on the Property that are not presently, or may become in the future, connected to or situated within close proximity to the Premises.

(c) OLRA agrees that it, and its officers, members, employees, agents, servants, volunteers, program participants, customers, contractors, sub-contractors, invitees, successors, or assigns, will only park motor vehicles in the parking lot designated for use by patrons of Hains Park and will not park motor vehicles in any driveways, or on any sidewalks, footways, or non-paved areas connected to the Premises except for the sole and limited purpose of loading and unloading trailers which should be removed within twenty-four (24) hours after completion of said task.

(d) Region 18 is responsible for compliance with all applicable present and future federal, state, and local statutes, regulations, ordinances, codes, rules, and other laws, as well as any orders, rules, regulations, or requirements of all federal, state, and local governments and courts of competent jurisdiction, and appropriate agencies, departments, commissions, boards, and officers thereof, and any requirements of any fire insurance underwriters or ratings bureaus, now in effect or which may hereafter come into effect, including, but not limited to, building, zoning, health, safety, sanitation, land use, or environmental laws, and the Americans with Disabilities Act of 1990, as amended (collectively "Laws") to the limited extent such Laws are applicable to Region 18's specific use and occupancy of the Premises and/or Boathouse for school and community rowing program purposes as set forth in the Lease. OLRA shall not do or permit any act or thing to be done in, to, or on the Premises which would violate Laws or which will invalidate or be in conflict with public liability, fire, or other policies of insurance at any time carried by or for the benefit of the Town or Region 18, and/or which would violate any permits applicable to the Premises, which permits may include but not be limited to Flood Management Certification, Stream Channel Encroachment, Inlands Wetlands & Watercourses, Water

Diversion, Dam Safety, Stormwater Construction Permit, Coastal Consistency Certification, Tidal Structure & Dredging, and Army Corp of Engineers permits or approvals.

(e) To the extent received by OLRA during the Term of this Agreement, OLRA shall deliver to Region 18 a copy of any notice of a health, municipal, or police regulation, order, or requirement pertaining to or controlling the use of the Premises.

5. Maintenance and Repair.

(a) OLRA shall be responsible for keeping all portions of the Premises (including but not limited to the Premises' and/or Boathouse's common access areas, changing rooms, bays, lobbies, entrances, floors, pavement, asphalt, driveways, walls, stairs, stairwells, overhead door(s), access controls, as well as Region 18's and OLRA's property, fixtures, and equipment installed or placed upon the Premises and/or Boathouse), in a neat, sanitary, safe, clean, and orderly condition and repair, in good working order, ordinary wear and tear excepted, free of accumulations of dirt, debris, leaves, snow, ice, and rubbish, and shall perform and/or cause to be performed all necessary routine cleaning and upkeep. OLRA shall be responsible for properly disposing of garbage/rubbish in the appropriate bin. OLRA shall advise Region 18 in writing prior to undertaking any cleaning or repair (and with the appropriate consent as set forth below if applicable) which would interfere with the use of the Property (except in the case of an emergency) and shall make a reasonable effort to minimize such interference.

(b) OLRA must request and obtain the written consent of Region 18, through the Superintendent of Schools or his/her designee, prior to performing any maintenance of the Boathouse's and/or Premises' structural or non-structural building, heating, electrical, blower, ventilation, plumbing, drainage (including grates and openings related thereto) and mechanical systems and components, which shall include any and all boat racks installed in the Boathouse and on the Premises, as well as prior to performing any painting/staining, rehabilitation, improvements, alterations, repairs, and replacements, including, without limitation, such as may be required to accomplish comply with applicable Laws related to the use or occupancy of the Premises and/or Boathouse, whether structural or non-structural, routine or non-routine, interior or exterior, ordinary as well as extraordinary, foreseen as well as unforeseen.

(c) Should Region 18 consent to OLRA's performance of any of the maintenance and/or work set forth in section 5(b) hereof, OLRA shall perform or cause to be performed such work in a good and workmanlike manner, and shall prosecute such work in a diligent and continuous manner to completion as soon as practicable following the commencement thereof, in compliance with all Laws. Region 18 and OLRA shall coordinate to procure and pay for all required federal, state, and/or local permits, licenses, authorizations, and/or approvals necessary for such work prior to the commencement thereof. OLRA shall cause any structural, building, and/or mechanical systems work to be conducted by qualified, insured, and licensed contractor(s) approved by Region 18. All work shall be of such a character that, when completed, the value of the Premises shall be no less

than the value of the Premises immediately before any such work. All work shall remain on the Premises and become part thereof.

(d) OLRA shall not interfere with any maintenance or repair of the Premises performed by Region 18 or the Town.

(e) OLRA shall be responsible for the cost of repairs or replacement of any damage to or destruction of the Premises and its contents, including, but not limited to, any equipment, materials, or property located inside the Boathouse or on the Premises, caused by the intentional, reckless, and/or grossly negligent acts or omissions of OLRA or any of its officers, members, employees, agents, servants, volunteers, program participants, customers, contractors, sub-contractors, invitees, successors, or assigns as well as any damage to or destruction of the automobile parking lot, driveways, sidewalks, curbs, and footways on the Property or driveways that are connected to or situated within close proximity to the Premises, including the driveway apron in front of the Boathouse as well as the asphalt emergency exit sidewalk running along the Boathouse regardless of whether located within or outside the boundaries of the Premises, resulting from OLRA's use of the Property.

6. Alterations and Improvements. Subject to section 5 hereof, OLRA may be permitted, with the written consent of Region 18, through the Superintendent of Schools or his/her designee, to make alterations and improvements, including the installation of appropriate signage and/or equipment, at OLRA's expense, to the Premises as may be required for the purpose of OLRA's use and operation of the Premises; provided, however, that Region 18 may require OLRA to remove such alterations or improvements, and restore the Premises as nearly as possible to its original condition, ordinary wear and tear and other casualty excepted.

7. Use of Premises.

(a) The Premises shall be used by OLRA for the purpose of operating a community rowing program, such community rowing program interpreted to include summer and fall developmental rowing training and racing programs, the Blood Street Sculls summer and fall competitive rowing training and racing programs, spring, summer, and fall competitive and recreational rowing for adults, and a summer learn-to-row program, and purposes ancillary thereto. OLRA shall not use or occupy the Premises, nor permit or suffer the Premises, to be used or occupied for any other purpose without Region 18's written consent, through the Superintendent of Schools or his/her designee, nor for any use or purpose which would be unlawful or illegal, and/or which would endanger the health, safety, or well-being of persons or property and/or which would constitute a nuisance, and/or void or cause a violation of any insurance policy applicable to the Premises.

(b) OLRA's use of the Premises for the purpose of operating a community rowing program shall be limited to the period from March first (1st) through December fifteenth (15th) annually. OLRA's use of the Premises shall also be limited to between the hours of five thirty in the morning (5:30 A.M.) and nine o'clock in the evening (9:00 P.M.), with the further limitation that OLRA shall only enter the water or engage in any water-

based activities during daylight hours which shall mean from sunrise to sunset on any given day, no matter the time of day at which sunrise or sunset occurs, but in any event, limited to between the hours specified herein. OLRA shall not schedule any rowing or related activities, or initiate unscheduled rowing or related activities, during times that Region 18, or any of its invitees (including other school rowing programs by agreement with Region 18), is using the Premises and the equipment, materials, and property associated with the Premises, for school purposes including, but not limited to, school rowing programs. Should Region 18, or any of its invitees, desire to use the Premises at a time at which OLRA is using the Premises, Region 18's and its invitees use of the Premises and the equipment, materials, and property associated with the Premises shall take precedence over OLRA's use. OLRA shall not conduct any rowing or related activities during the period from December fifteenth (15th) through the last day of February, and further, shall not conduct any rowing or related activities at any time that there are accumulations of snow or ice on the Premises. OLRA may enter the Premises during the period from December fifteenth (15th) through the last day of February, and at times that there are accumulations of snow or ice on the Premises, only with permission of the Superintendent of Schools or his/her designee, for the purpose of routine maintenance and cleaning of equipment or the Premises or related activities, but under no circumstances, may OLRA enter the water or engage in any water-based activities during those times.

(c) OLRA shall not do or permit anything to be done with regard to the Premises or Boathouse which would cause a violation of the Town's Personal Service Agreement/Grant/Contract with the Connecticut Department of Energy and Environmental Protection ("DEEP") (Project DEPA00028200708) (hereinafter the "Grant"). Without limitation of the preceding sentence, OLRA shall comply with all Grant requirements related to accessibility to the public and fees set forth in sections 5 and 6 of Appendix A of such Grant.

(d) OLRA shall comply with Region 18's board and school policies, regulations, procedures, and rules pertaining to school grounds and property and school-sponsored activities, whether on or off school grounds. OLRA shall further utilize its best efforts to advise participants in community rowing programs that their participation is subject to such policies, regulations, procedures, and rules.

(e) OLRA shall comply with the Town's rules and regulations pertaining to Hains Park. OLRA shall further utilize its best efforts to advise participants in community rowing programs that the Boathouse is located in Hains Park, and that the Town's rules and regulations pertaining to Hains Park are applicable to such participants. As part of this provision, OLRA specifically agrees that it, and its officers, members, employees, agents, servants, volunteers, program participants, customers, contractors, sub-contractors, invitees, successors, or assigns, will only park motor vehicles in the parking lot designated for use by patrons of Hains Park and will not park motor vehicles in any driveways, or on any sidewalks, footways, or non-paved areas connected to the Premises except for the sole and limited purpose of loading and unloading trailers, such motor vehicles to be immediately removed after completion of said task.

(f) If OLRA is planning a large and/or atypical event at the Premises or Property, OLRA must obtain Region 18's written consent to hold such event at least thirty (30) days in advance of the date of the event. OLRA shall be responsible for coordinating and paying the cost of, and Region 18 may reasonably request that OLRA provide, any additional services or facilities that any such event may reasonably necessitate, such as portable bathrooms, off-site parking and/or shuttle services, additional dumpster(s) to accommodate atypical rubbish removal, and/or other facilities or services above and beyond that which is provided at the Premises by the Town and/or Region 18 on a cost-neutral basis. Whether an event shall require, or reasonably necessitate, any additional services or facilities shall be determined by Region 18 in its sole discretion.

(g) Notwithstanding any other provision of this Agreement, OLRA shall not use or cause anything to be done in, or anything to be brought into or kept in or about, the Premises or any part thereof (i) which would violate Law and/or any of the covenants, agreements, terms, provisions and conditions of this Agreement or the Lease; or (ii) for any unlawful purposes or in any unlawful manner; or (iii) which would violate the grant received by the Town from DEEP to renovate and/or construct the Boathouse. OLRA shall not use the Premises for any illegal purpose, nor in any manner to create any nuisance or trespass.

(h) OLRA shall require its officers, members, employees, agents, servants, volunteers, program participants, customers, and invitees to execute written waivers of liability regarding Region 18 and the Town, approved in writing by Region 18 through the Superintendent of Schools or his/her designee, prior to participating in any activities sponsored-by or related to OLRA on the Premises. OLRA shall maintain such written waivers and provide copies to Region 18 upon request.

8. Equipment and Property. The parties agree as follows:

(a) Region 18 is the owner of all equipment, materials, and property stored on the Premises including, but not limited to, all boats, shells, sculls, launches, trailers, racks, oars, riggers, seats, motors, racks, slings, hoists, hangers, dollies, ergometers, rowing machines, exercise equipment, video equipment, and any other equipment, materials, and property stored on the Premises related to Region 18's and OLRA's use of the Premises for the purposes of operating school and community rowing programs.

(b) Notwithstanding and in no way limiting subsection (a) above, the parties agree that Region 18 is also the owner of certain other equipment, materials, and property which is not stored on the Premises but is related to, or used in connection with, the school-related and community rowing programs contemplated by this Agreement. Such equipment, materials, and property includes, but is not limited to, boat trailers. Under no circumstances, regardless of ownership, shall any boat trailers be stored on the Premises, unless such storage is approved in writing by the Superintendent of Schools or his/her designee. Any boat trailers made available by Region 18 to OLRA for its use will be stored on the school grounds of Region 18 and may be retrieved by OLRA on the day prior to

which such trailers are to be used and must be returned within twenty-four (24) hours after use.

(c) Region 18 shall insure the equipment, materials, and property owned by Region 18 and stored and/or used on the Premises or in connection with the school-related and community rowing programs on the Premises.

(d) OLRA may use the equipment, materials, and property owned by Region 18 related to OLRA's use of the Premises for the purpose of operating a community rowing program as described in subsection (a) above, subject to (i) subsection (b) above; and (ii) the condition that OLRA's use of such equipment, materials, and property, as well as its general access to and use of the Premises, is secondary to Region 18's, and any of Region 18's invitees' (including other school rowing programs by agreement with Region 18) use of the equipment, materials, and property, as well as its general use of the Premises for its school purposes including, but not limited to, operating a school rowing program, and that such use of the Premises and related equipment, materials, and property by Region 18, or its invitees, takes precedence to any such use by OLRA.

(e) OLRA shall not store on the Premises, and/or transfer right of ownership to Region 18 of, any equipment, materials, and property without the written consent of Region 18 through the Superintendent of Schools or his/her designee. When such storage or transfer is approved, such storage or transfer shall be undertaken in compliance with Region 18 policy regarding the same.

(f) OLRA shall not transfer any equipment, materials, or property stored on the Premises and owned by Region 18 to another person or entity, or dispose of same, without the written consent of Region 18 through the Superintendent of Schools or his/her designee. If such transfer or disposal is approved, such transfer or disposal shall be undertaken in compliance with Region 18 policy regarding the same.

(g) OLRA and its officers, members, employees, agents, servants, volunteers, program participants, customers, contractors, sub-contractors, invitees, successors, or assigns shall not store, keep, or maintain personal equipment, materials, or property on the Premises.

(h) Region 18 shall have control over the use of the Premises and the use of any and all equipment, materials, and property owned by Region 18 and/or stored on the Premises by persons or entities not a party to this Agreement.

(i) Notwithstanding the foregoing subsections, the parties agree that Region 18 owns certain motor vehicles, as the term "motor vehicle" is defined by Section 14-1 of the Connecticut General Statutes, which it uses in connection with its use of the Premises for school purposes, and that under no circumstances does this Agreement authorize OLRA to use or operate such motor vehicles no matter where they may be stored or how they may be used in connection with the Premises by Region 18.

(j) The parties agree that under no circumstances does this Agreement authorize OLRA to use, operate, take possession of, transfer, or dispose of any property of Region 18 not located on the Premises or Property or otherwise related to OLRA's use of the Premises or this Agreement.

9. **Security.** OLRA shall safeguard the Premises by taking reasonable security measures such as locking the Boathouse and setting any security alarms, to the extent such measures are required or otherwise installed and utilized, when not in use by OLRA. The parties agree that Region 18 shall control access to the Premises by OLRA and its officers, members, employees, agents, servants, volunteers, program participants, customers, contractors, sub-contractors, invitees, successors, or assigns. OLRA shall not distribute or make copies of keys or change access or alarm codes without the written consent of Region 18, through the Superintendent of Schools or his/her designee.

10. **Insurance.**

(a) At all times during the Term of this Agreement, OLRA shall maintain a liability insurance policy applicable to its use of the Premises with a limit of not less than \$1,000,000 for injury to any one person, and \$1,000,000 for any one accident. OLRA shall name Region 18 and the Town as additional insureds on such insurance policy.

(b) OLRA shall maintain automobile insurance applicable to motor vehicles or trailers, whether owned, rented, or otherwise used by the OLRA or its officers, members, employees, agents, servants, volunteers, program participants, customers, contractors, sub-contractors, invitees, successors, or assigns, utilized in connection with this Agreement, including OLRA's use or occupancy of the Premises and OLRA's use of Region 18's equipment, materials, and property, including Region 18's trailers, for death of or injury to any one person and liabilities for loss of or damage to property resulting from any one accident with combined single limit coverage of \$1,000,000, or not less than \$1,000,000 each person and \$1,000,000 per occurrence.

(c) In no event shall Region 18 be responsible for injuries, including death, to OLRA's officers, members, employees, agents, servants, volunteers, program participants, customers, contractors, sub-contractors, invitees, successors, or assigns while on the Premises.

(d) Should OLRA obtain, carry, and/or maintain any other insurance policy or policies applicable to the Premises or its use of the Premises, OLRA shall name Region 18 and the Town as additional insureds on such insurance policy or policies.

11. **Indemnity.** OLRA shall defend, indemnify, and hold Region 18, its members, officers, employees, agents, servants, volunteers, students, contractors, sub-contractors, invitees, representatives, and all of their heirs, successors, and assigns (collectively, "Region 18 Indemnified Parties") harmless from and against any and all causes of action, liabilities, suits, costs, claims, charges, losses, injuries to persons (including death) and to property, expenses (including reasonable attorney's fees, consultant fees, and costs), penalties, liens, judgments,

and/or damages of any kind and nature whatsoever, whether arising in law, equity, tort, contract, admiralty, or otherwise (collectively "Claims") alleged, filed, or maintained against, or sustained by, any of the Region 18 Indemnified Parties which arise out of, relate to, or which are in any way attributable to OLRA's use and/or occupancy of the Premises, breach of this Agreement, and/or the intentional, reckless, and/or negligent acts or omissions of OLRA or any of its officers, members, employees, agents, servants, volunteers, program participants, customers, contractors, sub-contractors, invitees, successors, or assigns from any cause arising out of the use or occupancy of the Premises by OLRA or any of its assignees pursuant to this Agreement, including, without limitation by specification, property damage and/or injury or death to any person or persons and/or OLRA's violation of applicable Laws and/or breach of this Agreement. The obligations set forth herein shall survive termination and/or expiration of this Agreement.

12. Assignment and Subletting. OLRA shall not assign this Agreement in whole or in part, nor shall OLRA sublet all or any part of the Premises, without the prior written consent of Region 18.

13. Destruction of, or Damage to, Premises.

(a) If the Premises should, at any time during the Term, be damaged or destroyed by fire or other casualty, then OLRA shall give Region 18 notice of such damage or destruction promptly after the same shall occur.

(b) Notwithstanding anything in this Agreement to the contrary, and regardless of whether this Agreement is terminated due to destruction of, or damage, to, the Premises or any other reason, in the event any fire, damage, or other casualty is caused by OLRA's breach of this Agreement and/or grossly negligent, intentional, or reckless act or omission by OLRA or any of its officers, members, employees, agents, servants, volunteers, program participants, customers, contractors, sub-contractors, invitees, successors, or assigns, OLRA shall be liable for the cost of repairing and/or restoring the Premises as a result of such fire, damage, or casualty to the extent not fully covered by applicable insurance, and OLRA shall indemnify, defend, and hold Region 18 harmless from such damage without limitation of OLRA's obligations set forth in this Agreement. OLRA's obligations under this Section shall survive termination of this Agreement.

14. Force Majeure. If either party to this Agreement is unable to perform its obligations under this Agreement as a result of either (i) weather; (ii) acts of God; or (iii) acts of terrorism or civil disturbance, then such non-performance in each such instance shall not be considered a breach of this Agreement.

15. Miscellaneous Provisions. It is mutually covenanted and agreed by and between the parties as follows:

(a) That this Agreement shall be construed, enforced, and governed in all respects by the laws of the State of Connecticut.

(b) That the captions of the sections of this Agreement are inserted for identification and convenience only, and shall not govern the construction, nor alter, vary, or change any of the terms, conditions, or provisions of this Agreement or any Section hereof.

(c) Each provision herein shall be deemed separate and distinct from all other provisions, and if any one of them shall be declared illegal or unenforceable, the same shall not affect the legality or enforceability of the other terms, conditions, and provisions hereof, which shall remain in full force and effect.

(d) The failure of either party to insist upon strict performance of any of the provisions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver for the future of any provision, but the same shall remain in full force and effect.

(e) This Agreement contains the entire agreement by and between the parties hereto and supersedes any and all previous agreements, written or oral, between said parties. Unless otherwise specifically provided herein, pronouns of any gender shall include the other gender wherever the sense of this Agreement requires them to.

(f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Transmittal of the signatures of the parties hereto by facsimile shall be deemed as effective as an original signature thereon.

(g) The Exhibits attached to this Agreement are incorporated herein and made a part hereof, as though fully set out herein.

(h) In the event that either party institutes legal or equitable proceedings to enforce its rights hereunder, the prevailing party in such legal proceeding shall be paid all of the costs it incurs, including reasonable attorney's fees, by the non-prevailing party.

16. Notices. Any notice, report, request or demand required, permitted, or desired to be given under this Agreement shall be in writing and shall be deemed to have been properly served, for all purposes, only if sent to the addresses of the parties set forth on page 1 of this Agreement by certified mail, return receipt requested, or a nationally-recognized overnight courier and shall be deemed to have been given or served only on the date received or rejected. Either party may, by such notice, designate a new or other address to which notice may be mailed.

17. **Effective Date.** The Effective Date of this Agreement shall be the latest date on which both Region 18 and OLRA have executed this Agreement as indicated below.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the dates set opposite the signatures of the parties.

In the presence of:		OLRA OLD LYME ROWING ASSOCIATION
_____ Signature	_____ Date	By:_____ Signature
_____ Print Name		_____ Print Name / Title

In the presence of:		REGION 18 REGIONAL SCHOOL DISTRICT NO. 18
_____ Signature	_____ Date	By:_____ Signature
_____ Print Name		_____ Print Name / Title