

*Bedford School District and Town of Bedford, NH***MEMORANDUM OF UNDERSTANDING****Current/Future Use of Facilities and Recreational Areas**

The purpose of this Memorandum of Understanding is to establish a basis for the cooperative actions of the Bedford School District and the Town of Bedford for the acquisition, disposal, planning of new construction, maintenance, financing and joint use of buildings and grounds.

**Definitions**

In the context of this document, the term "facility (ies)" refers to School and Town owned buildings, tennis courts, and/or skateboard parks and the "recreational areas" refers to School and Town owned athletic fields, tracks, and/or outdoor multi-purpose areas. (See scheduling section for more detail.)

**Acquisition**

It is desirable that the neighborhood recreational areas be a functional part of School and Town recreational areas. The following are practices where the School authority and Town authority are jointly engaged in the acquisition of a new site:

1. When the School Board or Town Council intends to initiate a site selection process for a new school site or recreational area, the Superintendent of Schools or Town Manager will be notified by letter.
2. At the earliest possible date, the Superintendent of Schools or Town Manager or their designees will notify the other whether they wish to participate in and/or comment on the site selection process.
3. When adjoining school or recreational areas are identified, the Superintendent of Schools and Town Manager shall plan cooperatively outdoor recreational areas and other facilities, following the best standards of recognized recreation and education associations.

**Planning of New Construction**

1. Subject to approval of both the School Board and the Town Council, a Long-range plan shall be prepared for the development of School and Town recreational areas.
2. On the long-range plan there shall be clearly defined the "School area" and the "Town recreation area." The "School area" is understood to be the site (or land owned by the School District) where the school building is placed and such developed areas as will be used primarily for school purposes and maintained by the school district. The "Town recreation area" is understood to be sites (owned by the Town) developed primarily for recreational purposes and maintained by the Town.
3. It is desirable that all new public school buildings and recreational areas should be constructed to effectively serve school needs and give consideration of recreation needs for the entire community. The Town Manager will be informed when new facilities are planned.

4. It is desirable that all new public Town buildings and recreational areas should be constructed to effectively serve Town needs and give consideration of recreation needs for the entire community. The Superintendent of Schools will be informed when new facilities are planned.

### **Financing**

1. The financing of a School/Town recreation long-range plan may be shared by the two governmental agencies.
2. The financial responsibility for the development, improvement, maintenance and repair of each area shall be designated at the time of construction. Those marked "School area" will be the financial responsibility of the school district, and those marked "Town recreation area" will be the responsibility of the town.
3. The School District and the Town, by mutual agreement, may jointly undertake the construction of capital items.

### **Capital Improvements**

1. Capital improvements are defined as those items or improvements with an anticipated cost in excess of \$10,000 that have benefit to the School District and the Town.
2. Prior to beginning the Capital Improvement Program (CIP) budget process, both entities will discuss CIP projects that are of such interest that joint funding may be considered.
3. The Joint School Board/Town Council Committee will review projects where there is agreement for joint funding capital improvements on an annual basis to be determined if there are opportunities for economy of scale.

### **Joint Use of Facilities and Recreational Areas**

The School District's Athletic Administrator and the Town's Parks and Recreation Department will meet annually. The purpose of these meetings will be to review and/or discuss athletic and non-athletic programs that the School District, Town Parks and Recreation Department and independent organizations may offer or may propose to offer. Such discussions shall be undertaken in an effort to best serve the needs of the residents of the community as well as to maximize the resources of the School District and the Town. A written summary of these meetings will be forwarded to the School Board, the Town Council, the Superintendent of Schools and the Town Manager.

### **Use of Facilities/Recreational Areas**

1. The property, buildings and nonexpendable equipment of the School District shall be available for the use of the Town Parks and Recreation Department when there is no conflict with regular school activities.
2. The property, buildings and nonexpendable equipment of the Town shall be available for the use of the School District when there is no conflict with regular Recreation Department activities.

3. Facility maintenance will be carefully scheduled to avoid program conflicts. Non-routine maintenance involving removing a facility from service for more than a seven (7) day period.
4. School curricular, extra-curricular or co-curricular programs will have priority in the use of school facilities. Reasonable notification to other scheduled groups is expected will be coordinated by both agencies, giving a 60-day notice whenever possible.
5. When the School District or the Town considers new programs, activities or events that will require use of the other's fields or facilities, there will be reasonable notification and a review process to determine the availability and cost implications involved, Agreement on the allocation of fields and facilities and the incremental costs created will be reached before new programs, activities or events are scheduled.
6. The School District and the Town may charge user fees for non-Town, non-School programs, leagues, and any for-profit groups desiring to use School and/or Town recreation areas or facilities.
7. A Certificate of Insurance naming the Bedford School District or the Town of Bedford as an "additional insured" must be provided.
8. Individuals or independent organizations who desire to use School facilities must submit a *Use of Facilities Application*, which is available online.
9. Individuals or independent organizations who desire to use Town facilities must submit a *Use of Field/Facilities Application*, which is available online and at the Town's Parks and Recreation Office.
10. When the School District or Town schedules the use of a facility and/or a recreational area with an individual or independent organization, the other entity will be notified within a reasonable time period.

### **Scheduling**

1. Facilities, School and Town recreational areas list:

School Facilities (*Use of Facility Application* available through each school's administrative office)

- Peter Woodbury School gymnasium
- Memorial School gymnasium
- Riddle Brook School gymnasium
- McKelvie Intermediate School gymnasium
- McKelvie Intermediate School cafeteria
- Ross A. Lurgio Middle School gymnasium
- Ross A. Lurgio Middle School cafeteria
- Bedford High School mini-gymnasium
- Bedford High School gymnasiums
- Bedford High School cafeteria
- Bedford High School auditorium
- Bedford High School Track/Turf Stadium

School Areas (*Field/Facility Use Application* available online)

- Stadium Field (lighted)
- Stadium Track (lighted)
- SAU Baseball Field (lighted)
- SAU Rectangular Field
- Preston Field
- Higgins Track (asphalt)
- McKelvie Intermediate School Little League/Softball Fields
- McKelvie Intermediate School Outdoor Basketball Court
- Peter Woodbury School Little League field

Town Facilities (*Field/Facility Use Application* available through Town Parks and Recreation Department or online)

- Town Pool
- County Road Tennis Courts – total of 6 courts (4 lighted) (2 non-lighted)
- Legacy Field Tennis Courts (3 courts)
- Cross Country Ski Course at Legacy
- Legacy Skateboard Park
- Town Hall

Town Recreational Areas (*Field/Facility Use Application* available through Town Parks and Recreation Department or online)

- Riley Field (lighted)
- Sportsman's Field (lighted)
- Selvoski Field
- Little League Fields ( 2 diamonds/1 softball diamond)
- Chubbuck Field (lighted)
- Legacy Multi-Purpose Field (lighted)
- Legacy Ball Field
- Legacy Park Trails
- Legacy Basketball Court (lighted)
- Joppa Hill Fields
- Greenfield Field Farms
- McAfee Practice Field
- Swenson Fields (2 diamonds/1 multi-purpose)

2. Any new facilities and/or recreational areas constructed by the School District or the Town in the future will automatically be incorporated into this Memorandum of Understanding.
3. The School District's Athletic Administrator will be responsible for scheduling of all School athletic events at School facilities and School areas, and School events at Town recreational areas in consultation with the Town's Parks and Recreation Department. Rescheduled contests due to weather or other factors will be mutually arranged between the School District's Athletic Administrator and the Town's Parks and Recreation Department. As a general rule, School events on Town fields should not impact Town or Town Parks and Recreation Programs on weekdays. Individuals and/or independent organizations must contact the Town's Parks and Recreation Department to apply for the use of School or Town recreational areas. Individuals and/or independent organizations

must contact the School District's Athletic Administrator to apply for the use of School recreational areas.

4. The Town's Parks and Recreation Department will be responsible for scheduling all events at Town facilities and Town recreational areas, and Town recreation events at School facilities and School recreational areas in consultation with the School District's Athletic Administrator. Rescheduled contests due to weather or other factors will be mutually arranged between the School District's Athletic Administrator and the Town's Parks and Recreation Department. Individuals and/or independent organizations must contact the Town's Parks and Recreation Department to apply for the use of Town recreational areas.
5. The School District's Athletic Administrator and the Town's Parks and Recreation Department will communicate in writing the schedule of events/contests on School facilities, School areas, Town facilities and recreational areas by the following dates:
  - By May 15 – for events/contests from August 1-November 30
  - By September 15 – for events/contests from December 1-March 31
  - By January 15 – for events/contests from April 1-July 31
6. Priority for Fields: Other users will be scheduled, when not in conflict, based on the following priorities established in the Bedford Parks and Recreation Department *Field/Facility Use Policy* and Bedford School District Policy *KF: Community Use of Facilities*:

The priority arrangement for the scheduling of School District and Town fields/facilities is as follows:

- a. School and Town activities
- b. Youth Town leagues/teams
- c. Adult Town leagues / teams - 90% residency
- d. Adult Town leagues/ teams - 80% residency/ employment
- e. Individual residents and/or town organizations (non-profit)
- f. Competition teams (includes competition teams affiliated w/leagues)
- g. Non-Town youth leagues/ teams
- h. Non-Town adult leagues/ teams
- i. Other organizations (non-Town and all for profit)

\*Town leagues shall not deliberately reduce the number of recreational programs offered so as to increase the field space availability for competition teams.

If the School District or the Town considers changing the protocols for recreational areas use noted above, it is incumbent on the entity to notify the other entity of this possibility and to engage in formal communication regarding the proposed changes prior to the formal approval of such ordinance or policy.

7. Other Considerations:
  - a. Priority will be given to sports and activities conducted during traditionally established seasons on fields and in gyms for which they were designed.
  - b. Appropriate approved equipment (e.g. "indoor" balls used for lacrosse; baseball in gym; appropriate length spikes for use of all-weather track) will be used in all facilities and recreational areas.

## 8. Appeals:

Notification of scheduling changes is expected. Conflicts of a non-routine nature in the use and scheduling of facilities shall be jointly resolved by appeal to the Superintendent of Schools and the Town Manager or their designees.

## **Maintenance**

1. Issues regarding general maintenance of School owned properties should be directed to the School District's Director of Buildings and Grounds for School facilities. Issues regarding general maintenance of Town owned properties should be directed to the Town's Parks and Recreation Department for Town facilities.
2. Restroom facilities, including, but not limited to, portable facilities will be provided and maintained by the entity that is responsible for that area.
3. All expendable equipment and supplies necessary for conducting activities will be provided by the appropriate entity.
4. Permanent equipment, not meeting the definition of Capital Improvements (i.e. tennis nets, backstops; bleachers, etc.) is the responsibility of the appropriate entity.
5. Due to limited storage capacity, all equipment and supplies belonging to the school district or the town shall be stored on their respective properties, unless either arrangements are mutually agreed upon.
6. Routine maintenance of the athletic facilities is the sole responsibility of the appropriate entity.
7. Any equipment/property damaged or lost during the course of use shall be repaired or replaced immediately by the using party responsible for damage or loss.
8. Indoor Facilities:
  - a. The Town will pay for all associated custodian/attendant costs when school district facilities are used for town sponsored activities.
  - b. The School District will pay for all associated custodian/attendant costs when town facilities are used for school district sponsored activities
9. Outdoor Facilities:
  - a. The Town will provide staff, equipment and supplies to maintain outdoor athletic facilities owned by the Town. Facilities will be made ready for Town scheduled events.
  - b. The School District will provide staff, equipment and supplies to maintain outdoor athletic facilities owned by the School District. Facilities will be made ready for School District scheduled events.
  - c. Changes to programs that may require an expansion of services provided by either the school district or the town shall be scheduled only after the requirements outlined under "Use of Facilities," item #5, have been satisfied.

## **Other Considerations**

1. Expendable supplies are the responsibility of the program provider.
2. The School District and the Town will continue its present practice to share school and Town recreational areas and facilities.
3. The School District and the Town will each be responsible for the content of all activities under its jurisdiction and for the proper care of the other's facilities, including repair or replacement of damaged property.
4. The School District and the Town reserve the right to reclaim use of its own land when it is needed for expansion of its own facilities providing, however, due and reasonable notice is given to the party whose facilities are to be displaced.

### **Disposal of Recreational Areas/School Facilities**

When it is deemed advisable to dispose of any recreational area, the initiative may come from either the School District or the Town. The remaining agency shall have first refusal for acquiring the property to be disposed.

### **Amendments to This Memorandum of Understanding:**

The provisions herein may be modified or changed at any time by a majority vote of both the School Board and the Town Council with a six (6) month transition period in the case of a major change to account for budgeted personnel and facility scheduling. This Memorandum of Understanding will be reviewed periodically.

### **Note of Understanding:**

All Town fields are governed by the Town's *Field/Facility Use Policy* and are subject to the Ordinance.

Approved by the School Board: May 29, 2007  
Amended and Approved by the Town Council: June 13, 2007  
Amended and Approved by the School Board: June 25, 2007  
Approved by the Town Council: June 27, 2007  
Revisions approved by the School Board: June 24, 2019  
Revisions approved by the Town Council: June 26, 2019