

Agreement regarding Greenhouse

This agreement is made and entered into by and between Coupeville School District No. 204 (the District) and the Coupeville Garden Club (the Club) to define ongoing use of a greenhouse located at Coupeville Middle and High School, 501 South Main Street, Coupeville, Washington. This greenhouse was jointly designed, funded, and installed by the District and the Club.

In recognition of the collaborative nature of the greenhouse, the District agrees to waive facility use fees for Club access to the greenhouse.

The Club will have ongoing and unlimited access to the greenhouse, to grow plants for the beautification of the Town of Coupeville, subject to the following conditions:

1. Coupeville students, under the supervision of a District employee, may have access to and shelf space in the greenhouse for hands-on educational purposes. The District agrees to work collaboratively with the Club in establishing parameters for student work in or connected to the greenhouse.
2. The Club and the District will designate separate areas for their respective activities or projects. The District agrees not to remove Club equipment from the greenhouse except for safety purposes, such as proper storage of chemicals or fertilizers.
3. The District will pay electricity and water costs associated with the greenhouse, and supply costs associated with student projects. The Club is responsible for all expenses associated with Club use of the greenhouse.
4. The district, as a member of the Washington State Schools Risk Management Pool, insures its facilities, including the greenhouse, subject to a \$5,000 deductible. The District cannot guarantee that, should the greenhouse be destroyed, it would be rebuilt by the district. The district recognizes that the Club may choose to obtain insurance to cover the cost of replacing the greenhouse and/or the contents of the greenhouse owned by the Club.
5. Club members using the greenhouse must have an approved volunteer application on file with the District. Note that volunteer applications must be renewed every two years.
6. The Club may not use the greenhouse for purposes other than the beautification of the Town of Coupeville, and may not allow access to the greenhouse by individuals not directly affiliated with the Club, unless agreed to by the District.
7. Club members must practice safe use and storage of garden tools, supplies, and materials, and consult with maintenance and transportation supervisor Scott Losey, the District safety officer, regarding safe use, storage, and labeling of all fertilizers or chemicals used in the greenhouse.
8. The district agrees to manage placement and oversight of rat traps near the greenhouse.
9. Two representatives from the Club and two representatives from the District must serve on a Greenhouse Committee that meets at least once per year, and is responsible for:
 - identifying at least one project per school year that is mutually beneficial to the District and the Club;
 - overseeing operation of the greenhouse;

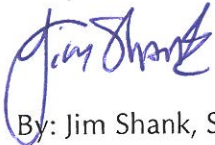
- ensuring that the working space in the greenhouse is well maintained, and bringing to maintenance and transportation supervisor Scott Losey's attention any safety concerns about greenhouse structures or operation;
- working with the District to ensure that the structure is maintained in good condition.

The District representatives are teacher Terry Welch and principal Larry Walsh (or his designee).

The Club and its members are responsible for and hold the District harmless from any liabilities or damages arising from the Club's or its members' acts or omissions while using the greenhouse. The District is responsible for and holds the Club and its members harmless from any liabilities or damage arising from the District's acts or omission while using the greenhouse.

This agreement covers the 2014-2015 school year, and ends on August 31, 2015. The District and the Club anticipate signing successor agreements for each ensuing school year, each reserving the right to provide written notice to the other to terminate the agreement by June 1 of any agreement year. The District and the Club agree to mutually discuss any changes to this agreement.


Coupeville School District No. 204



By: Jim Shank, Superintendent

Approved by board of directors on:

Coupeville Garden Club



By: ~~Diane Anderson~~, President

Virginia B. Brown

Approved by board of directors on: