
**SOUTH RANGE LOCAL BOARD OF EDUCATION MINUTES
REGULAR MEETING – MONDAY, JULY 17, 2017**

The regular meeting of the South Range Local Board of Education was called to order at 7:00 p.m. by Amy White. The following members were present: Dale Murray, Ralph Wince and Corey Yoakam.

92-17 APPROVAL OF MINUTES

Mr. Yoakam moved that the minutes of the regular meeting held on June 19, 2017 and the special meeting held on June 30, 2017 be approved. Mr. Murray seconded the motion. All votes were yes.

Reports

The Treasurer/CFO presented the financial reports.

93-17 FINANCIAL REPORT & CLAIMS AND INTERIM PURCHASES

Mr. Wince moved that the financial report and the claims and interim purchases report presented by the Treasurer/CFO be approved. Mr. Yoakam seconded the motion. All votes were yes.

New Business

District Reports/Good News

District and Building Level Reports were presented by the following:

- A. Food Service Report – Mrs. Kaitlyn Pierce
- B. Technology – Mr. Dean Pagnotta
- C. Facilities – Mr. Dean Pagnotta

94-17 STADIUM PREXS BOX NAMING RIGHTS DONATIN AGREEMENT

Mr. Murray moved that the South Range Local Board of Education approve the following resolution:

Donor: Dr. Donald DeChellis, DDS

Address: 60 Marwood Circle, Boardman, Ohio 44512

Contact Name: Dr. Donald DeChellis

Telephone: 330.726.8060

Email: dadechellis@zoominternet.net

Donee: The South Range Athletic Boosters, an Ohio corporation for non-profit with tax exempt status under Internal Revenue Code Section 501(c)(3)

Address: 11375 Columbiana-Canfield Road, Suite B, Canfield, OH 44406

Contact Name: Mr. Randy Dominguez

Telephone: 330.277.7705

Email: a630cal@yahoo.com

WHEREAS, in pursuit of its purposes which include conducting fundraising activities and providing support to and for the benefit of the South Range Local school system athletic programs and students, Donee is constructing athletic stadium facilities on land owned by the South Range Local Board of Education, with such facilities including a running track, turf playing field, bleachers and stands, and related features, structures, and facilities (“Stadium”), with all of Donee’s rights in such Stadium, as it is completed in part or in total, to be fully assigned to the South Range Local Board of Education, which will thereupon assume ownership and rights and obligations of Donee, and

WHEREAS, Donor desires to make a monetary contribution to Donee for the construction of the Stadium in exchange for Donor’s receiving certain naming rights.

NOW THEREFORE, the parties agree as follows:

1. **Donation and Duration of Naming Rights.** The total donation is \$50,000.00, which will be made in the following manner (describe date of single payment, or dates of installment payments and amounts of installments). Single Payment agreed upon between Donor and Donee.

The duration of the naming rights shall be in perpetuity, commencing with the date upon which the Stadium Press Box is assigned by Donee to the South Range Local Board of Education or the date of this agreement, whichever is later.

In the event no construction has commenced on the facility or feature to be associated with naming rights within 24 months of the initial donation, donations made shall at donor’s election be refunded to Donor.

2. **Naming Rights**

- a. The name to be utilized is “DeChellis and Stonestreet DDS”
- b. Donor represents that it has full ownership rights to the Name, including any and all intellectual property rights. Donor will indemnify, protect, defend, and hold harmless

Donee from any claims arising against Donee out of and by reason of the application of the name to the Stadium.

3. Donee's Reserved Rights and Conditions

- a. The application of naming rights under this agreement shall be subject to any and all applicable policies of the Board of Education of South Range Local Schools, including but not limited to policies numbered 7230, Gifts, Grants and Bequests; 7250, Commemoration of School Facilities; and 9700.01, Advertising and Commercial Activities, as such policies are amended and supplemented. This agreement shall be conditioned upon and subject to its approval by the South Range Local Board of Education, as reflected by its acknowledgment set forth below.
- b. Donee retains the right to enter agreements and arrangements with others as to naming rights as to any facilities and features other than as described in Paragraph 2(b) hereinabove that constitute parts of the Stadium, and Donor will make no claim of exclusivity pertaining to competitors, nature of business, market, or similar restriction other than as follows (if none, indicate "none"): Exclusivity to Dental Business
- c. Donor may recommend script, size, design, colors, appearance and location of signage displaying the Name, and Donee may elect to work with its contractors, designers and architects to design signage reflecting the Name in a manner that fits with the overall design and purpose of the Stadium. Donee shall have final discretion as to the signage and the manner in which it is displayed, although Donee will share an image of signage with the Donor before it is finalized for Donor's approval, which shall not be unreasonably withheld.
- d. Any promotion of Donor by reason of this agreement, beyond the signage displaying the Name described herein, shall include the following, if any (i.e. program listings, announcements; if none, indicate "none")
- e. The cost for fabrication, construction and installation of signage, along with cost of any adaptation of the Stadium to accommodate signage and maintenance, repair and replacement of signage shall be borne by Donor. At Donee's discretion, Donor may arrange for such work directly; otherwise, the work will be performed by Donee and billed to Donor, and paid within 30 days of invoice: NOT APPLICABLE
- f. Should Donor request a change to the Name due to any situation including, but not limited to, business name change or merger, divorce, re-marriage, any such change

will be at the discretion of Donee, with Donor being responsible for advance payment for all costs incurred.

- g. The Donee reserves the right, for reasonable purposes, to revoke and terminate its agreement regarding naming rights, with no financial responsibility for returning any received contribution to the Donor. A naming may be revoked if the Donor is accused of any of the following:
 - i. Any act involving moral or ethical issues under any law.
 - ii. An act of moral turpitude.
 - iii. An act which causes the Donor's reputation to change substantially so that the continued use of that name may compromise the public trust or dishonor South Range Local Schools; and
 - iv. Performing any act which would adversely affect the events, programs, services or reputation of the South Range Local Schools.
4. **Default.** Delinquency in donor payments may result in the suspension of naming rights. If a payment is not timely received from Donor, Donee shall give the Donor written notice, sent by certified mail or in-person delivery to the contact person's attention and address set forth hereinabove, or such other name and address provided hereafter by Donor, that payment has not been received. If payment is not received within thirty days following Donor's receipt of delivery of written notice or documentation thereof, or if Donor has not provided assurances acceptable to Donee that payment is forthcoming, the naming rights may be unilaterally discontinued by the Donee, with any unpaid promised consideration written off, any related recognition elements reduced or revoked, and any signage removed and disposed of at Donee's discretion.
5. **Expiration.** Beginning 180 days prior to the expiration of the period of naming rights set forth hereinabove, Donor shall have a right to enter negotiations with Donee for continued naming rights prior to Donee's reaching agreement with any other party. If no agreement to continue naming rights is reached by 90 days prior to such expiration, Donee shall be free to arrange other naming rights. Upon expiration of the term of naming rights, Donor may retrieve signage; if signage is not retrieved within 30 days following such expiration, Donee may dispose of such signage at its discretion. NOT APPLICABLE

Mr. Yoakam seconded the motion. All votes were yes.

95-17 SCOREBOARD ADVERTISING AGREEMENT

Mr. Wince moved that the South Range Local Board of Education approve the scoreboard advertising agreement as per the fully executed scoreboard advertising agreement documents on file. As a result, the following business is requesting advertising space on the scoreboard at the Rominger Sports Complex:

Fairway Ford - Term - 10 years (Replaces DeChellis & Stonestreet DDS – Space #3)

Mr. Murray seconded the motion. All votes were yes.

96-17 APPROVAL OF HIGH SCHOOL CROSS COUNTRY TEAM CAMP

Mr. Yoakam moved that the South Range Local Board of Education approve the South Range High School Cross Country Team to attend a team camp on August 14 -17, 2017. The camp will be at the Cuyahoga Valley National Park. The team camp will be chaperoned and transportation provided by South Range Local Schools. Mr. Wince seconded the motion. All votes were yes.

97-17 BREAKFAST & LUNCH PRICES 2017/2018

Mr. Wince moved that the South Range Local Board of Education approve the following breakfast and lunch prices for the 2017/2018 school year.

	Grades K-4	Grades 5-12
Lunch	\$2.55	\$2.80
Reduced Lunch	\$.40	\$.40
Breakfast	\$1.50	\$1.50
Reduced Breakfast	\$.30	\$.30
Milk	\$.55	\$.55

Mr. Yoakam seconded the motion. All votes were yes.

98-17 BEFORE AND AFTER CARE PROGRAM APPROVAL FOR 2017/2018

Mr. Murray moved that the South Range Local Board of Education approve the “Before and After School Child Care Program” for the 2017/2018 school year. The program will be directed, coordinated and supervised by designated MVRCOG employees during the specified hours in the Before and After Care Handbook. Mrs. Jennifer Frank will serve as the Director of the Program. Associated costs to operate the program will be paid for by parents enrolling their eligible children in the program.

THEREFORE, the South Range Local Board of Education hereby directs the superintendent to continue the program for the 2017/2018 school year.

Mr. Wince seconded the motion. All votes were yes.

Public Participation – July Agenda Items

June/July/August District Update

The superintendent updated the board and audience of events and activities within the district. The superintendent also discussed events that have taken place since the last meeting and outlined future events and activities that may take place prior to the next board of education meeting.

Non-Agenda Items – Public Participation

No requests were received for the month of July.

99-17 EXECUTIVE SESSION

Mr. Yoakam moved that the South Range Local Board of Education go into executive session:

- ORC 121.22 – For the purpose of confidential discussion of employment of a public employee or official.
- To discuss the compensation of an employee
- To consider the sale of property at competitive bidding.

Mr. Murray seconded the motion.

Roll Call

Dale Murray	Yes
Ralph Wince	Yes
Amy White	Yes
Corey Yoakam	Yes

The board entered executive session at 7:31 P.M. and returned to open session at 8:03 P.M.

100-17 PERSONNEL

Mr. Wince moved that the South Range Local Board of Education approve the following:

Accept the teaching resignation of Katie Taylor (.5 Title One Teacher) effective July 17, 2017.

Accept the resignation of Connie Stewart as school nurse effective July 2, 2017.

Approve Paul Cubick as an OBI (On Board Instructor) for the transportation department at a rate of \$15.50 per hour for the 2017/2018 school year. Mr. Cubick will also serve as a software/routing trainer at a rate of \$15.50 per hour not to exceed twenty five (25) hours per week effective July 1, 2017 – September 1, 2017.

Rescind the two year limited certificated teaching contract for Natalie Keenan (2017/2018 – 2018/2019) and grant a continuing teaching contract effective September 1, 2017.

Approve Frank Rahde as an unpaid volunteer cross country assistant coach for the 2017/2018 school year.

Approve the following as unpaid volunteer middle school assistant football coaches for the 2017/2018 school year:

Tyler Bradley
David Buzzacco

Approve the following supplemental contracts for the 2017/2018 school year:

*Levi Hively	High School Wrestling Coach
*Chuck Colucci	Middle School Wrestling Coach
Trista Houck	Middle School Cheerleader Advisor
*Jordan Roush	Middle School Cross Country Coach
*Kelsey Malenic	Girls Assistant Soccer Coach

Positions were first offered to teachers employed by the board, then to teachers not employed by the board and then to qualified persons who are not teachers.

^ designates teacher not employed by SR Schools

* designates non teaching employee

Persons having the care, custody and control of students shall as a condition of employment possess a Pupil Activity Permit and/or FBI & BCI record report acceptable to the Board. Persons hired for supplemental contract positions who are not teachers are offered these positions after they were offered to qualified teachers none of whom elected to apply for them.

Mr. Murray seconded the motion. All votes were yes.

101-17 ADJOURNMENT

Mr. Murray moved that the South Range Local Board of Education adjourn the meeting.

Mr. Yoakam seconded the motion. All votes were yes.

Amy White, Vice President

James R. Phillips, Treasurer/CFO