
**SOUTH RANGE LOCAL BOARD OF EDUCATION MINUTES
SPECIAL MEETING – THURSDAY, JULY 18, 2019**

The special meeting of the South Range Local Board of Education was called to order a 5:00 p.m. by Mr. Yoakam. The following members were present: Mr. Christian, Mrs. Lally, Mrs. White and Mr. Wince.

Appointment of a Treasurer Pro-Tempore

By acclamation, the members of the Board named Mr. Wince to serve as Treasurer pro-tempore.

Roll Call

The Treasurer pro-tempore called the roll.

Roll call:

Taylor Christian	√
Terri Lally	√
Amy White	√
Ralph Wince	√
Corey Yoakam	√

New Business

111-19 NAMING RIGHTS AGREEMENT

Mrs. Lally moved the South Range Local School District approve the following resolution:

Donor: South Range Schools Foundation
 Address: 11300 Columbiana-Canfield Rd. Suite B., Canfield OH 44406
 Contact Name: Mr. Tom Titus
 Telephone: 330-774-5456
 Email: _____

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: 11300 Columbiana-Canfield Road, Suite B, Canfield, OH 44406
 Contact Name: Mr. Randy Dominguez
 Telephone: 330-277-7705
 Email: _____

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 improvement 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 \$ 10,000, which will be made in the following manner (*describe date of single payment, or dates of installment payments and amounts of installments*). July 19, 2019 - \$5,000.00 / August 16, 2019 - \$5,000.00

The duration of the naming rights shall be (*choose one*) 10 years, perpetual, commencing with the date upon which the Stadium (or the named facility or feature which is part of the Stadium) 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, whereupon this Agreement shall be void.

2. **Naming Rights**

- a. The name to be utilized is Eugene Victor Toy Memorial Entrance (“Name”).
- b. The facility, structure or feature to be associated with the name is South Range Raider Home Grandstand
- c. 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**

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”*): None

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"*): 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.

f. Should Donor request a change to the Name due to any situation including, but not limited to, business name change or merger, divorce, remarriage, 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.

7. **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 terminated by the Donee, with any unpaid promised consideration written off, any related recognition elements reduced or revoked.

8. **Expiration/Termination.** Beginning 180 days prior to the expiration of a period of non-perpetual 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. Should an improvement or feature for which perpetual naming rights have been granted hereunder be obsolete, require replacement, major remodeling or renovation, Donee may then in its sole discretion terminate such naming rights. Upon any expiration or termination of naming rights, Donor may retrieve signage; if signage is not retrieved within 30 days following such expiration or termination, Donee may dispose of such signage at its discretion.

Entered this ____ day of _____, 20____,

DONOR

By _____
Its _____

DONEE

By _____
Its _____

ACKNOWLEDGED and APPROVED

The foregoing Naming Rights Donation Agreement is hereby approved by or on behalf of the South Range Local Board of Education.

Its _____

Mrs. White seconded the motion.

Roll Call:

Taylor Christian	Yes
Terri Lally	Yes
Ralph Wince	Yes
Amy White	Yes
Corey Yoakam	Yes

112-19 PERSONNEL

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

Grant a one year .5 fte tutor contract for the 2019/2020 school year to Alyson Zwingler.

Persons having the care custody and control of students shall as a condition of employment produce a FBI & BCII record report and applicable license and/or Pupil Activity Permit acceptable to the Board. Personnel requiring licenses and/or Pupil Activity Permits shall file it with the Superintendent prior to beginning services with students. 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.

Mrs. White seconded the motion.

Roll Call

Taylor Christian	Yes
Terri Lally	Yes
Ralph Wince	Yes
Amy White	Yes
Corey Yoakam	Yes

113-19 EXECUTIVE SESSION

Mrs. White moved that the South Range Local Board of Education go into executive session:

Executive Session - The Board and its committees and subcommittees reserve the right to enter into executive session solely to discuss one (1) or more of the following issues that are exempted from public sessions:

- ORC 121.22 and Board Policy 0166– Consideration of the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee.

Mr. Christian seconded the motion.

Roll Call

Taylor Christian	Yes
Terri Lally	Yes
Ralph Wince	Yes
Amy White	Yes
Corey Yoakam	Yes

The Board entered executive session at 5:22 P.M. and returned to open session at 10:06 P.M.

114-19 ADJOURNMENT

Mrs. White moved that the South Range Local Board of Education adjourn the meeting.

Mrs. Lally seconded the motion. All votes were yes.

Corey Yoakam, President

Ralph Wince, Treasurer Pro-Tempore