

**MAUMEE BOARD OF EDUCATION
WORKING MEETING
MAY 5, 2014**

President Piechowiak convened the regular board meeting of the Maumee City Board of Education at 5:30 p.m. on May 5, 2014. Roll Call: Durham, Aye; Piechowiak, Aye; Righi, Aye; Theaker, Aye; Wolff, Aye.

14-05-01 Authorization of Bid

It was moved by Mr. Theaker and second by Mr. Righi that the Board authorize bidding for asphalt repair and maintenance at Maumee High School and the Bus Compound.

Roll Call: Theaker, Aye; Righi, Aye; Durham, Aye; Piechowiak, Aye; Wolff, Aye. The president then declared the motion carried.

14-05-02 Kazmaier Stadium Scoreboard

It was moved by Mrs. Wolff and second by Mr. Theaker that the Board approve the attached contract with Side Effects, Inc. for an electronic scoreboard and advertising equipment for Kazmaier Stadium.

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**MASTER AGREEMENT
Varsity Football**

This agreement made between **Side Effects, Inc.**, herein called the "**Company**" and **Maumee High School** herein called the "**School**" do hereby agree to the following services:
Whereas, it is the desire of the Company to deliver to the School **electronic scoring and/or advertising equipment**, it is the desire of the Company to contract with advertisers to place advertising sponsors upon static, LED or scrolling advertising panels that are to be displayed during all regular season home sporting events at the sports venue(s) pertaining to the project.

NOW THEREFORE, the parties agree as follows:

1. **COST:** The Company will provide the equipment listed on the attached Equipment Addendum to the designated School once the necessary numbers of sponsors are secured and the money is collected at no cost to the School. Once the prospective sponsorship opportunities have been exhausted, the Company will determine whether Equipment List A or Equipment List B will be purchased by the Company. In the event that sponsorship dollars do not allow for either Equipment List to be purchased, the Company and the School will negotiate the equipment involved. In the event both parties cannot negotiate, the School may not approach or receive any monies from sponsors secured by or contracted with the Company for that project for the term of this agreement.
2. **SPONSOR SOLICITATION:** The Company is responsible for the solicitation of sponsor advertising. The Company is responsible for obtaining the advertising displays described in the Equipment Addendum.
3. **SPONSOR PRICING:** The Company shall set the sponsor cost and determine multi-year pricing. The School agrees to incentives listed in the Equipment Addendum for each of the sponsors through the duration of the sponsor's contract. The sponsor's contract will survive any termination of this agreement. The Company is responsible for collection of all advertising revenue.
4. **COPYRIGHTS:** The Company shall obtain the rights to use copyrighted materials from the sponsor or owner of the copyright for use in the intended advertising.
5. **COMMISSIONS & FEES:** The Company is entitled to a 50% commission from sales of the gross advertising dollars. The School is entitled to a 50% share of collected advertising revenue once all School equipment listed on the attached Equipment Addendum is paid for from the School's share of the revenue. Any signage purchased after the date of delivered equipment will be deducted from the gross collected advertising dollars before sharing the revenue. The School is responsible for installing signage after the initial installation date. If the Company arranges the installation of this additional signage, any installation costs will come from the School's share of the revenue (if available). Collected revenue is the amount of sponsor dollars collected minus any applicable sponsor finance charges or cancellation fees. Any revenue due to the School will be paid within 6 months from the time all sponsor revenue is collected and upon confirmation of equipment use and the fulfillment of sponsor incentives. There are no out of pocket costs to the School unless agreed upon and indicated in the attached Equipment Addendum.
6. **AD APPROVAL:** The School shall have an opportunity to review and approve all sponsors' displays prior to publication if they so choose. The School must give written notice of their desire to see the sponsor artwork and have written confirmation that this desire was received by the Company. If the School approves a sponsor and/or sponsor ad sign display and once installed requests that the sponsor and/or their display be removed, the School is responsible for all costs associated with the removal including service costs, labor costs, equipment costs, cancellation fees, travel costs and including but not limited to all legal

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- costs associated with that request.
7. **AD DISPLAY:** The School agrees to display the sponsor ads in accordance to the general accepted practices to maximize exposure of the sponsor ads, including all regular season home sporting events as may be applicable. In the event that the School does not host regular season athletic events at the venue for an entire season, or should the School voluntarily refuse to display the sponsors' displays/advertisements, the School will be responsible for any pro-rated sponsorship refunds.
 8. **OWNERSHIP:** The School shall own the equipment upon delivery to the School campus site.
 9. **MAINTENANCE:** The School shall be responsible for maintenance, repair and operation of the equipment. The School shall be responsible for installing replacement or additional ad panels. The Company will arrange the installation if there is project revenue available unless written notice is received. If there is no School revenue available, the School will be responsible for the cost of installation/repair, or the Company shall finance the cost of the installation/repair including any applicable finance fees. All repairs shall be affected in a timely basis. The School shall benefit from all OEM equipment warranties.
 10. **TERM:** The term of this agreement shall commence immediately and shall last until ten (10) years from the date that the equipment is installed (scoreboard signage, sign cabinet) or is delivered (scoretable) whichever date is later. After this term, the agreement automatically renews thereafter on a year-to-year basis unless written intent to terminate is given to the Company from the School 60 days prior to an anniversary of this agreement. In the event of the termination of this contract, the School shall honor all advertising contracts in effect until their conclusion.
 11. **TERMINATION:** Termination may occur in the event of the following:
 - a. If Company becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors.
 - b. The Company may cancel a Equipment Addendum in the event initial advertising revenue does not cover the equipment listed in the Equipment Addendum and the School and Company are not able to renegotiate the equipment involved. The Company is responsible for any refunds due sponsors.
 12. **INSURANCE:** All contractors or subcontractors installing equipment or ads will carry comprehensive general and automotive liability insurance.
 13. **OTHER PROJECTS:** Other intrusive sponsor/projects are not permitted. Existing programs are permissible and must be disclosed in writing at the time of signing. New signage/displays within the same venue inhibit the success of this project and thus are not permitted.
 14. **GOVERNING LAW:** This agreement will be governed by and constructed in accordance with the laws of the State of Ohio without reference or regard to conflict of law provisions or other laws of any jurisdiction that would cause the application of the laws of any jurisdiction other than the State of Ohio. The Sponsor agrees that any litigation arising directly or indirectly out of, or in any way relating to this Agreement shall commence exclusively in the State of Ohio Courts of Warren County, and that School, by this Agreement, consents to the jurisdiction of these courts.

The terms and conditions of this agreement shall not be binding until signed by all parties, as appropriate, and shall be effective as dated below. The true term of this agreement will begin upon the installation of the equipment listed on the Equipment Addendum.

The School

Side Effects, Inc.

Authorized School Representative Signature / Date

Signature / Date

Printed Name / Title

Printed Name / Title

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EQUIPMENT ADDENDUM: Varsity Football Scoreboard

School Name & Address: Maumee High School 1147 Saco Street Maumee, OH 43537 Contact Name / Title: Matt Szyndler/ Athletic Director Phone Number: (419) 893-8778 E-Mail: mszyndler@maumeeek12.org			
Equipment List A FB8126TK-2 Wireless LED Scoreboard ~Team Name in Place of Home LED Visiconn Cabinet for Advertising Arched Truss w/ 3D Logo or Mascot Static Sponsor Panels ~Shipping Lighting (Side Effects will split the cost) Equipment List A Total Cost: \$43,218.00	Equipment List B Static Sponsor Panels ~Shipping Equipment List B Total Cost: \$20/ sq ft + Shipping (TBD)		
Additional School Responsibilities: <ul style="list-style-type: none"> • Install the new equipment. • Provide necessary and adequate electrical power to new equipment. • School must install the equipment in a timely manner (45 days from equipment delivery unless agreed upon otherwise in writing from the Company) according to the sold design of the project (rendering will be provided). If the School fails to install the equipment in a timely manner, the Company will handle installation and the School will be required to pay the installation company directly. • Unload, store and accept equipment upon delivery. Report any damage to company. • Remove and dispose of, including but not limited to old equipment, prior structure, dirt and landscaping items. • Have the equipment in use for each sporting event at the facility. 			
INCENTIVES for each Sponsor (to assist ad sales): by signing this document you acknowledge that marked incentives are the responsibility of the school to provide to all sponsors for the length of this contract with Side Effects.			
<input type="checkbox"/> Special recognition at dedication night. <input type="checkbox"/> Public address announcement of each sponsor during each event at athletic site. <input type="checkbox"/> Ad in an athletic program or other program/yearbook (please specify _____). Size of ad _____. Deadline for the Sponsor to get the Ad Copy to the Athletic Department _____. <input type="checkbox"/> Sponsor night: One night for each sponsor to be honored and have the opportunity to hand out flier or coupons at one home game. <input type="checkbox"/> Family passes to all regular season home events ___ basketball, ___ football, ___ volleyball, ___ wrestling, ___ other _____. <input type="checkbox"/> Other: _____			
Unless otherwise indicated, all revenue checks shall be sent to the school indicated above.			
Authorized School Representative	Date	Side Effects, Inc.	Date

**EQUIPMENT ADDENDUM VALID UNSIGNED FOR ONLY 60 DAYS

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Roll Call: Wolff, Aye; Theaker, Aye; Durham, Abstain; Piechowiak, Aye; Righi, Aye. The president then declared the motion carried.

14-05-03 Out-of-State / Overnight Student Trips

It was moved by Mrs. Durham and second by Mr. Righi that the Board approve the following overnight student trips.

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Maumee High School student representatives travel to Washington, DC to attend the National Jefferson Awards events and ceremony (June 16-18, 2014).

**Ashlee Balcerzak
Shannon Dolley
Allison Hinsey
Cheyanne Laux
Daniel Ostberg
Lindsey Smith**

Roll Call: Durham, Aye; Righi, Aye; Piechowiak, Aye; Theaker, Aye; Wolff, Aye. The president then declared the motion carried.

14-05-04 Employment / Nominations 2013-14

It was moved by Mrs. Wolff and second by Mr. Righi that the Board approve the following nominations, pending a successful criminal record check where it applies, for the 2013-14 school year. The Board reserves the right to treat any offer of employment as withdrawn if the contract is not signed and returned within ten (10) business days of mailing.

A. Instructional Substitute

Jessica Faust 1 Yr. Long-term, Intervention Specialist (K-12)
(pending)

B. Operational

Hire
Karen Westrick Playground Monitor at Fort Miami Elementary
(9 months, 2 hours/day, \$11.77/hour)
Effective April 28, 2014

C. Operational Substitutes

Food Service
Jackie Cook

Roll Call: Wolff, Aye; Righi, Aye; Durham, Aye; Piechowiak, Aye; Theaker, Aye. The president then declared the motion carried.

14-05-05 Employment/Nominations 2014-15

It was moved by Mr. Righi and second by Mrs. Durham that the Board approve the following nominations, pending a successful criminal record check where it applies, for the 2014-15 school year. The Board reserves the right to treat any offer of employment as withdrawn if the contract is not signed and returned within ten (10) business days of mailing.

A. Operational

Transfers
Emily Buck Transfer from Secretary 1 at Fairfield Elementary to
Secretary 2 at Maumee High School
(12 months/year, 7.5 hours/day, \$18.53/hour)
Effective July 1, 2014

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Michelle Greenawalt

Transfer from Secretary 1 at Maumee High School to
Secretary 2 at Maumee High School
(12 months/year, 7.5 hours/day, \$18.53/hour)
Effective July 1, 2014

Roll Call: Righi, Aye; Durham, Aye; Piechowiak, Aye; Theaker, Aye; Wolff, Aye. The president then declared the motion carried.

14-05-06 Adjournment

It was moved by Mrs. Piechowiak and second by Mr. Righi that the Board adjourn the May 5, 2014 board work session meeting at 5:44 pm.

Roll Call: Piechowiak, Aye; Righi, Aye; Durham, Aye; Theaker, Aye; Wolff, Aye. The president then declared the motion carried.

President

Treasurer