

ATHLETIC SUB-COMMITTEE MEETING
Special Meeting
Griswold Board of Education
Griswold Middle School—Library Media Center
211 Slater Avenue
Griswold, CT 06351

June 18th, 2024
5:00 pm

1. Call to Order
2. Approval of the Minutes—May 23, 2024
3. Review, Discussion, and Possible Action on Scorer's Table
4. Adjourn

**ATHLETIC SUB-COMMITTEE MEETING/SPECIAL
GRISWOLD BOARD OF EDUCATION**

**THURSDAY,
May 23rd, 2024**

DRAFT

A special meeting of the Athletic subcommittee meeting took place on Thursday, May 23rd, 2024, at Griswold Middle School in the Superintendent's Office, located at 211 Slater Avenue, Griswold, Connecticut. The meeting was called to order at 5:30 PM by Martin Osga, Chair of the Athletic subcommittee.

PRESENT Martin Osga, Chair of the Athletic Subcommittee; and Stuart Norman, Jr. and Cathy Waselik, Athletic Subcommittee Members.

ALSO PRESENT Sean P. McKenna, Superintendent of Schools; and Mary Beth Malin, Griswold BOE Chair; Glenn LaBossiere, GPS Superintendent and Stephen Cravinho, GPS Campus Wide Activities & Athletic Director.

ABSENT

2. Approval of the Athletic Subcommittee Minutes – May 7th, 2024, Special Meeting

MOTION By Stuart Norman, Jr.
Seconded by Cathy Waselik
To approve the Athletic subcommittee special meeting minutes for May 7th, 2024, as presented.
Motion unanimously carried.

3. Review, Discussion, and Possible Action on Scorer's Table – The Athletic Subcommittee reviewed the revised agreement between POWER AD – The Professional Booster Club and the Griswold Board of Education and voted to move it forward to the full Griswold Board of Education for review, discussion, and action pending review of edits discussed.

MOTION By Cathy Waselik
Seconded by Martin Osga
To send the contract for the scorer's table to the full Griswold Board of Education pending review of edits.
Ayes – Cathy Waselik, Martin Osga
Nays – Stuart Norman, Jr.
Abstain –
Motion carried.

4. Adjourn

MOTION By Cathy Waselik
Seconded by Stuart Norman, Jr.
To adjourn the Athletic subcommittee meeting at 5:49 PM.
Motion unanimously carried.

Minutes prepared by: Sean P. McKenna/Robin Drobiak



Griswold Public Schools

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Griswold, Connecticut 06351

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Sean P. McKenna, Superintendent
Deborah Martin, Director, Fiscal & Personnel Services

Glenn LaBossiere, Assistant Superintendent
Christopher C. Champlin, Director, Student Services

MEMO

To: Athletic Subcommittee
From: Sean P. McKenna/Superintendent
Subject: Updates on Contract
Date: June 17th, 2024

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As requested, please see comments (from the company) below, after presenting them with a revised contract:

The Board shall be responsible for all costs associated with installation, maintenance, repair and operation of the equipment

Since you guys own the table upon its arrival to the school, you'd be responsible for the maintenance on it (just as if you purchased it yourself). Install is a non-factor for costs, all it takes is uncrating the table and rolling it into the gym. Maintenance / repair is your responsibility - and it's tough to put a dollar amount on that. The table does come with a 3-year parts warranty, so things like a wheel popping off or a pad ripping is covered for those three years. Most of that is unlikely anyways, we've been working with our table manufacturer for 3+ years now and have had little repair / maintenance issues with our schools.

Costs associated with termination

So I am not sure where 11c was added. Under the original agreement signed, there is no section C under Termination logistics that states anything about costs of termination. BUt, for general costs associated with if the School were to terminate early, the costs would be making Power Ad whole for our efforts. This would be writing a check for any costs of the table not covered by ads yet (for example, say the table cost \$10k and Power Ad raises \$17.5k in ad dollars and purchases the table for Griswold. That \$17.5k would be split into \$8750 for both parties, and since Griswold's share initially covers the table's costs, there'd still be \$1250 left to pay for the table from Griswold's share. If Griswold were to cancel before the end of the agreement and still have that \$1250 deficit on the table - then you'd be responsible for cutting us a check for that total). I hope the example helps paint that picture, but the long story short is the cost of terminating would be making Power Ad whole on the equipment costs if we are not given the opportunity to cover the full costs with ads because the school terminates.

Also, keep in mind that active advertising contracts in effect would be honored until the end of their term regardless if the Company / School contract was terminated.

MASTER AGREEMENT

Griswold Board of Education

This agreement is made between **Power Ad Company**, (hereinafter referred to as the "**Company**") and **Griswold Board of Education** (hereinafter referred to as "**Board**") herein called the "**Board**" regarding the following services:

Whereas, it is the desire of the Company to deliver to the Board **electronic scoring and/or advertising equipment for use and display at Griswold High School (hereinafter the Designated School)**; 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 and at all other events deemed appropriate by the school administration; and

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 Board or Designated 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 Board will negotiate the equipment involved.
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 Board 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, except in the case of termination in which case the Board would be responsible for the collection of 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 Board will earn a 50% commission of the collected sponsorship revenue once all School equipment listed on the attached Equipment Addendum is paid for from the Board's share of the revenue. Collected revenue is the amount of sponsor dollars collected minus any applicable finance charges or sponsor cancellation fees. Any signage purchased after the date of delivered equipment will be deducted from the Board's share of the revenue. The Board 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 Board's revenue, if available. The commission payments to the Board will be paid at the completion of each annual sponsor term (based on the sponsor's date of installation) upon confirmation of equipment use and the fulfillment of all Board responsibilities.
6. **AD APPROVAL:** The Board shall review and approve all sponsors' displays prior to publication. If the Board 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 costs associated with that request, unless the request for removal is based on any breach of this agreement by the Company or in the event that the sponsor ad display does not conform to the ad sign display reviewed and approved by the Board.

7. **AD DISPLAY:** The Board agrees to display the sponsor ads in accordance with the general accepted practices to maximize exposure of the sponsor ads, including but not limited to all regular season home sporting events as may be applicable. In the event that the Designated 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 Board will be responsible for any pro-rated sponsorship refunds.
8. **OWNERSHIP:** The Board shall own the equipment upon delivery to the Designated School site.
9. **MAINTENANCE AND INSTALLATION:** The Company and the Board recognize that timely installation of sponsor advertisements and maintenance of equipment is in both parties' best interest. Installing sponsor ads quickly and maintaining the equipment to insure sponsors receive the exposure they purchased is critical for sponsor satisfaction and the long term success of the project. The Board shall be responsible for all costs associated with installation, maintenance, repair and operation of the equipment. To ensure sponsor ads are installed in a timely manner, the Company shall be responsible for arranging for installation of sponsor advertisements unless the School provides Company written notice that the School will arrange installation. Upon receipt of such notice, Company will ship all future ads sold directly to the School. When the Board assumes responsibility for installation, the Board will have 45 days from receipt of the sponsor ads to complete installation and provide photo verification to Company as proof of performance. In the event the School fails to install within this 45 day period, Company shall email the School's Athletic Director notice that the installation deadline has passed and Company will proceed to complete installation. Whenever Company arranges installation, the cost of installation may be automatically deducted from the School's Revenue account with Power Ad or invoiced to the School. 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 an 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.
 - c. The Board may terminate this agreement in the event that there is any material breach of its terms by the Company and the Company has failed to rectify any such material breach after being provided written notice to the Company and thirty calendar days to correct such material breach.
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 Connecticut 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 Connecticut. 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 Courts of the State of Connecticut , and that parties, by this Agreement, consent to the jurisdiction of these courts.

- 15. **AMENDMENT:** Any changes to this Agreement shall be made in writing as an amendment to this agreement and shall be signed and dated by both the Board and the Company in order to be valid and effective.

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

Power Ad Company

Authorized School Representative Signature / Date

Signature / Date

Printed Name /Title

Printed Name / Title

School Rep Initials _____