



**DOVER SCHOOL
DISTRICT**

**JOINT BUILDING COMMITTEE – DOVER HIGH
SCHOOL AND REGIONAL CTC FUNDRAISING
SUBCOMMITTEE
MEETING NOTICE**

Meeting Type:	Regular Meeting
Meeting Location:	Superintendent's Conference Room, McConnell Center
Meeting Date:	Tuesday, April 3, 2018
Meeting Time:	3:30 P.M.

1. Call to order and roll call
2. Citizens' Forum
3. Approve Minutes from March 6, 2018
4. Review of David and Maureen Staples Agreement
5. General Discussion
6. Matters of Interest
7. Build next agenda and review action items
8. Adjournment



**DOVER SCHOOL
DISTRICT**

JOINT BUILDING COMMITTEE DOVER HIGH SCHOOL AND REGIONAL CTC FUNDRAISING SUB-COMMITTEE MINUTES

Meeting Type:	Sub-Committee Regular Meeting
Meeting Location:	Superintendent's Conference Room, McConnell Ctr.
Meeting Date:	Tuesday, March 6, 2018
Meeting Time:	3:30 p.m.

- I. CALL TO ORDER AND ROLL CALL:** A meeting of the Dover High School and Regional Career Technical Center Joint Building Committee Fundraising Sub-Committee was called to order on Tuesday, March 6, 2018 at 3:45 p.m. in the Superintendent's Conference Room in the McConnell Center. Present were Bob Carrier and Amanda Russell. Ms. Greenshields arrived at 3:50 pm. Also present were Mike Gillis, Business Office Assistant Evonne Kill-Kish, School Board members Andrew Wallace and Kathy Morrison.
- II. CITIZENS' FORUM:** No one addressed the committee.
- III. APPROVE MINUTES OF MARCH 6, 2018:** Amanda Russell moved, Bob Carrier seconded to approve the meeting minutes of March 6, 2018. An oral **VOTE PASSED 2/0.**
- IV. GENERAL DISCUSSION:**
- Amanda Russell will update forms to take to potential donors.
 - Bob Carrier has begun conversation with Main Street group on a potential road race. This fundraising event would be a collaboration between the two groups.
 - Sarah Greenshields and Andrew Wallace spoke with Chris Parker about a potential evening event to be held at the old Dover High School during the summer. The "gala" is tentatively scheduled for July 14. School Board and City Council approval is required, and alcohol can be served on site. Vendor will need insurance. Dates will be confirmed with Peter Driscoll.
 - Peter Driscoll, Amanda Russell and Peter Wotton met with Wentworth Douglas Hospital. They requested a list of defined items that WDH could potentially donate. Amanda sent a short list specific to medical items.
 - Everproven Crossfit is interested in hosting an event...the cost of functional fitness space needs to be determined. A possible date would be in May.
- V. MATTERS OF INTEREST:** none
- VI. BUILD NEXT AGENDA AND REVIEW ACTION ITEMS:**
- Sarah Greenshields and Kathy Morrison will meet on Friday.
 - Amanda Russell will follow up with WDH.
 - Andrew Wallace will continue to research online donations.
- VII. ADJOURNMENT:** Sarah Greenshields moved, Amanda Russell seconded to adjourn the JBC meeting at 4:30 p.m. An oral **VOTE PASSED 3/0.**

Agreement

This Agreement ("Agreement"), effective as of July 1, 2018 or date signage is displayed on animal science building ("Effective Date"), is made and entered into by and between David and Maureen Staples, whose address is 2 Ruthie's Run, Dover, NH 03820 ("Donor") and the Dover School District ("District"), subject to the approval of the Dover School Board and City of Dover ("City") by and through its City Council, for the use and benefit of the District. Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the parties hereto agree as follows:

RECITALS

Whereas, the District, by and through a Joint Building Committee formed with the City pursuant to RSA chapter 199, is constructing a new Dover High School/Career Technical Center with associated amenities ("High School"); and

Whereas, the Donor wishes to make a gift to the District for the use and benefit of the District as set forth in this Agreement; and

Whereas, the District and the City desire to accept such gift, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

1. **Gift.** Donor hereby pledges to the District, for the use and benefit of the District, the following gift: \$25,000 ("Gift").
2. **Payment of the Gift.** The Gift is an irrevocable pledge, relied on by the District, that will be paid to the District over a period of zero (0) years. Payments in support of this pledge will begin immediately upon the execution of this Agreement with one payment of \$25,000 and will continue annually thereafter on the anniversary of the Effective Date according to the following schedule:

<u>Amount of payment by Donor</u>	<u>Due Date</u>
\$	_____, 20__
\$	_____, 20__
\$ <u>NOT APPLICABLE</u>	_____, 20__
\$	_____, 20__
\$	_____, 20__
\$	_____, 20__

Donor may accelerate the payment of any or all of this pledge at any time in Donor's discretion so long as the cumulative total of all gift payments meets the foregoing schedule. Payments shall be paid by Donor to District via check or electronic funds transfer, or other methods agreed to in writing by the Donor and the District including stocks or other securities.

3. **Use of the Gift.** The Gift shall be used for Naming Rights to the Animal Science Building.
4. **Acknowledgment.** In consideration for the Gift, the District and the City will acknowledge the Gift by naming the Animal Science Building ("Facility"), the David and Maureen Staples Animal Science Building ("Naming"). Before the Naming is erected, Donor shall demonstrate reasonable and timely pledge payments. After the Naming is affixed, Donor shall continue pledge payments in accordance with the foregoing schedule. Subject to the terms of this Agreement, the Naming will last for twenty-five (25) years, concluding on June 30, 2043 or 25 years following the date signage is displayed on animal science building [end date].
5. **Termination of Naming.** In addition to any rights and remedies available at law, the District may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Naming:

- a. In the event of any default in payment of the Gift as provided in this Agreement; or
- b. In the event the District determines in its reasonable and good faith opinion that circumstances have changed such that the Naming chosen by the Donor would adversely impact the reputation, image, mission, or integrity of the City, the District, of the Dover High School Joint Building Committee, in the event of a continued association with Donor and the continuation of the Naming provided for herein; or

Upon any such termination of this Agreement and/or the Naming hereunder the City of Dover, the Dover School District, the Dover High School Joint Building Committee shall have no further obligation or liability to Donor and shall not be required to return any portion of the Gift already paid. The District, however, may in its sole and absolute discretion determine an alternative recognition for the portion of the Gift already received.

In addition to the foregoing, if, during the useful life of the Facility, the Facility is transferred or conveyed from the District and/or City, closed, deconstructed, destroyed or severely damaged, significantly renovated, upgraded, or modified; relocated, or replaced, then the Naming shall cease. In such event, however, the Donor, if available, and in consultation with and as mutually agreed by the District and City, will have the opportunity, for no additional payment, to have another available District facility named after the Donor.

6. **Use of Name and Publicity.** The District shall have the right to use the Naming in any/all manners. For purposes of publicizing the Gift and the Naming, the District will have the right, without charge, to photograph the Donor and use the names, likenesses, and images of the Donor in photographic, audiovisual, digital or any other form of medium (the "Media Materials") and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner and in whole or in part, including in brochures, website postings, informational and marketing materials, and reports and publications describing the District's and City's use of the named facility.
7. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.
8. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
9. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of New Hampshire without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. Subject to the sovereign immunity of the State of New Hampshire, any legal proceeding brought in connection with disputes relating to or arising out of this Agreement will be filed and heard in Dover, New Hampshire, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient.
10. **Approval.** This Agreement and the recognition and naming provided for herein are subject to the approval by the District by and through its duly elected School Board and the City by and through its duly elected City Council, and this Agreement will not be effective unless and until approved by the District and the City Council.
11. **Amendment.** This Agreement may only be amended by written instrument executed by the Parties hereto.
12. **Severability.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement and the application of such provision herein shall not be construed as a general relinquishment of waiver as to that or any other provision.

13. **Notice.** Any notice or other communication under this Agreement shall be in writing, sent via registered or certified mail, and will be deemed given when deposited, postage prepaid, in the U.S. mail. Any notice or other communication will be addressed as set forth below:

To District:

Superintendent of Schools
Dover School District
61 Locust St., Suite 409
Dover, NH 03820

To Donor:

David and Maureen Staples
2 Ruthie's Run
Dover, NH 03820

ACCEPTED AND AGREED TO:

DAVID AND MAUREEN STAPLES

DOVER SCHOOL DISTRICT

By: _____
David Staples

By: _____
William R. Harbron
Superintendent of Schools

By: _____
Maureen Staples

Approved by vote of the Dover School Board on _____, 2018.

Approved by vote of the Dover City Council on _____, 2018.

DRAFT

DRAFT

RESOLUTION

DRAFT

DRAFT

RE: NAMING RIGHTS - ANIMAL SCIENCE BUILDING

WHEREAS: The District, by and through a Joint Building Committee formed with the City pursuant to RSA Chapter 199, is constructing a new Dover High School/Career Technical Center with associated amenities, and

WHEREAS: David and Maureen Staples wish to make a one-time irrevocable pledge in the amount of twenty-five thousand dollars (\$25,000) to the District for the naming rights to the Animal Science Building, and

WHEREAS: The District and the City will acknowledge the gift by naming the Animal Science Building the ***David and Maureen Staples Animal Science Building***, and

WHEREAS: the naming will last for twenty-five (25) years from the date the signage is displayed on the Animal Science Building, and

NOW, THEREFORE, BE IT RESOLVED, the gift is subject to the terms and conditions set forth in the Agreement between the Dover School Board and City of Dover by and through the approval of the City Council.

SUBMITTED BY:

Amanda L. Russell, Chairperson

Keith Holt, Vice Chairperson

Kathleen Morrison, Secretary

Zachary Koehler

Matthew Lahr

Carolyn Mebert

Andrew Watson

April 9, 2018

