

COOS BAY PUBLIC SCHOOLS
BOARD OF DIRECTORS
 Milner Crest Education Center
 1255 Hemlock Ave., Coos Bay, OR 97420
 September 28, 2015

AGENDA

8:30 AM **SPECIAL BOARD MEETING** — Pledge of Allegiance and Welcome

1. **APPROVE AGENDA**

2. **DISMISS TO EXECUTIVE SESSION** – based on ORS 192.660(2)(b) to consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request and open hearing and (e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

RECONVENE FROM EXECUTIVE SESSION

3. **BOARD ITEMS**

A. Nike Proposal Discussion

4. **BOARD ACTION TO CONSIDER**

A. *Nike Agreement

B. *Approve New Hire

5. **ADJOURN MEETING**

CALENDAR

Visit the District's Webpage at www.cbd9.net

Date	Event
10/5	Superintendent's Advisory Team at Milner Crest, 12:00 noon
10/5 & 10/19	Policy Committee, 9:00 AM at Milner Crest
10/8	Alternative Education Committee, 3:30 PM at Harding Learning Center
10/9	State-wide In-service Day – No School
10/12	Regular School Board Meeting, 6:00 PM at Milner Crest
10/17	Extreme School Make-Over @ Millicoma School, 9:00 AM – 12:00 noon with BBQ following
11/12 - 11/15	OSBA Annual Convention in Portland, OR

The meeting location is accessible to persons with disabilities. Request for other accommodations should be made to Peggy Ahlgrim at 541-267-1310, 541-269-5366 (fax) or peggya@coos-bay.k12.or.us

* Available in packet

** Available at meeting



Re: Team Sales/Product Supply for Athletic Program

NIKE is pleased to have reached agreement with Coos Bay School District (Marshfield High School) with regard to the purchase and supply of NIKE product for use by the School and its interscholastic programs.

We have agreed as follows:

The duration of this agreement is from September 1, 2015 to July 31, 2020.

1. On orders of NIKE Product, the School will be entitled to the following discounts (off suggested retail pricing): 40% for footwear and equipment, and 45% for apparel. (Custom uniform pricing varies by order date and factory but will be in the 25 to 35% range.) School is to pay freight charges. This same pricing structure is available to purchases made by the individual athletes, the bookstore, and other organizations associated with the school including youth organizations. Orders shall be submitted according to NIKE's ordering deadlines.

2. All purchases will be made through a Nike Team Retailer who is in good standing with Nike Team Sports. Any existing teams currently wearing Nike uniforms will continue to purchase through the dealer they used to make the purchase. Any teams not wearing Nike uniforms may purchase through an authorized Nike dealer of the athletic director's choosing.

3. This agreement covers varsity teams or uniforms purchased for JV or freshman teams. Sports included in this agreement include Football, Boys and Girls Soccer, Volleyball, Boys and Girls Basketball, Baseball, Softball, Boys and Girls Track & Cross Country, Boys and Girls tennis. However, Marshfield High School does not have to meet the terms of this agreement in these sports until the fall of 2017.

4. Nike uniforms will be purchased during the normal buying cycle for each sport. All programs are expected to be in Nike uniforms by year three of the agreement.

5. Each Agreement Year, the Athletic Director will receive a \$15,000 retail product rebate. This rebate is for use at the discretion of the Athletic Director and must be used during the school year. Funds do not carry over from year to year. Marshfield may use the total amount of these funds (\$75,000) in one year if needed to implement this agreement.

6. The School shall require the players and staff of the program to wear and/or use exclusively NIKE Products during practices, games and other official program activities associated with the school's team (exhibitions, photo sessions, etc.). Non branded apparel may be worn for practice sessions. This covers any products purchased by the school or any purchase organized by the coach or booster club. Any product purchased by an individual student is exempt from this agreement. Any exceptions to this must be requested and cleared by the Athletics Director and Nike. Nike is to be given the opportunity to resolve any issue. OSAA ball adoptions are expected.

7 The term "Products" as used in this agreement means (i) all athletic and athletically inspired or derived footwear, authentic competition apparel consisting of uniforms, warm-ups, practice wear, sideline/on-field apparel, similar apparel and gloves, all other apparel articles of an athletic nature including but not limited to polo shirts, golf shirts, tank-tops, T-shirts, sweat suits, separates, base-layer apparel, undergarments and other body coverings, and

accessories of an athletic nature, including but not limited to headwear (e.g., skull caps), headbands, wristbands, bags, socks, chinstraps and gloves, that the players or staff wear or use or may be reasonably expected to wear or use while participating in their respective sport.

8. The School acknowledges that "polishing-out", "spatting" or otherwise taping, so as to cover or obscure any portion of any NIKE trademark, the NIKE Products worn by the players or staff as required under this agreement is inconsistent with the purpose of the agreement.

9. Should Nike or the school fail to live up to any portion of the agreement and fail to correct that within 60 days' notice, the agreement may be cancelled by the other party.

10. At NIKE's request, the School shall negotiate with NIKE in good faith with respect to the terms of a renewal of this Agreement. For a period of 120 days prior to the ending of the agreement, Nike will have the exclusive right to negotiate with the school and its representatives.

11. The School represents that: neither the School nor any Staff member is party to any agreement or understanding that would prevent or limit the performance of any obligations.

AGREED:

By: _____

Title: School Board Chair

Date: September 28, 2015

Nike Inc.

By: _____

Title:

Date:

AGREEMENT ADDENDUM



In addition to the standard agreement benefit, Nike will extend to Marshfield High School a one-time offer on football uniforms. Offer is buy one, get one free.

Scott Lounsbury

Territory Manager – Nike Team Sales

Board Action

Position / Description

Name

Temporary Hire

9/28/2015

2nd Grade Teacher, Blossom
Gulch School

Charkowicz, Michelle