Lakeland Joint School District #272

5506 N. Washington St. Rathdrum, ID 83858 208-687-0431

LJSD Vision: A community committed to academic excellence ... dedicated to student success.



Board Action Item Request

AGENDA ITEM: STCU Agreement - Action

MEETING DATE: September 17, 2025

PREPARED BY: Rusty Taylor, Ryne Eberlin

INFORMATIONAL SUMMARY:

Spokane Teachers Credit Union (STCU) has generously committed to fully sponsoring a new video board for the main gym at Timberlake High School. This state-of-the-art board will replace one of the existing scoreboards and bring an exciting new feature to our athletic events.

In addition to the equipment, STCU's support includes curriculum resources, allowing students to earn credit for producing content and operating the video board.

RECOMMENDATION:

The Superintendent and Timberlake High School principal agree that this partnership benefits our students and district. We recommend that the school board approve the proposed Memorandum of Understanding (MOU) with STCU. The updated agreement mirrors the agreement currently in place for Lakeland High School. If approved, Timberlake Athletics looks forward to bringing this valuable upgrade to our community, and we thank STCU for making it possible.

ATTACHMENTS:

THS STCU Agreement

SPONSORSHIP AGREEMENT

This Sponsorship Agreement ("Agreement") dated September 1, 2025 (the "Effective Date") is made by and among Spokane Teachers Credit Union ("STCU") and Lakeland Joint School District #272 ("School District"). This agreement is in regard to the gymnasium videoboard to be installed at Timberlake High School located at 5973 ID-54, Spirit Lake, ID, 83869.

- **1. Term**. The term of this Agreement shall be from the Effective Date through August 31, 2035.
- **2. Sponsorship Benefits**. In consideration of the payment of the sponsorship fees paid by STCU to the School District, STCU shall receive the sponsorship benefits described in Exhibit A for the term of this Agreement.
- **3. Exclusive Rights**. School District agrees the sponsorship benefits granted to STCU herein shall be exclusive and School District shall not grant or permit the same or similar promotional or advertising rights to any other financial institution or financial services provider, except upon the written consent of STCU within the gymnasium at Timberlake High School. Timberlake High School is free to extend sponsor benefits at any other District property and at different locations within Timberlake High School other than the gymnasium. The Parties may, by mutual agreement in writing, agree to revisit to renew the terms of this agreement.
- **4. Maintenance**. If the sponsorship benefits described in Exhibit A include signage on a scoreboard, video board or other tangible property ("Equipment"), School District shall be responsible for the preparation, production, mounting and installation of such Equipment. In addition, School District shall be responsible for providing necessary power to any illuminated or electronic Equipment and for paying the costs and expenses associated with, and the routine and preventative repair and maintenance of, all Equipment.
- 5. Service Marks. STCU hereby grants to School District during the term, the nonexclusive, nontransferable, nonsublicensable and limited right and license to use STCU's name and STCU's service marks, trademarks, logo, domain name and any other distinctive brand feature ("STCU's Marks") in conjunction with providing the sponsorship benefits. STCU shall have the right to approve in advance any items, materials, signage or display of STCU's Marks. School District agrees to comply with any written guidelines of STCU related to the use or display of STCU's Marks. School District shall not acquire any proprietary right, title or interest in or to STCU's Marks. Nothing in this Agreement shall preclude the appearance of STCU's Marks in photographs or video footage of School District events in perpetuity when used for any reason and all forms of media whether now or hereinafter developed.
- **6. Sponsorship Fees.** STCU shall pay sponsorship and installation fees to School District as follows:
- a. An annual fee of \$5,509.661 for 10 years. The total amount of \$5,096.61, including applicable tax, is due upon execution of this Agreement. In the event this Agreement is terminated early, School District shall provide STCU a prorate refund of the fees, calculated by dividing the total fees by 120 (the number of months in the term) and multiplying that by the number of months remaining in the term as of termination.

- b. School District shall be responsible for ordering, purchase, and procurement, including preparation, production, mounting and installation of the video board and all included equipment. Lakeland Joint School District #272 shall own all video board equipment. STCU shall reimburse Lakeland Joint School District #272 for this purchase Lakeland Joint School District #272 holds the contract for the equipment as well as the warranty. Equipment contract lines out the following responsibilities: Timberlake High School will provide personnel for maintenance and operator training. Scoreboard vendor shall provide maintenance and operator training.
- c. STCU shall be responsible for payment of the video scoreboard installation and Washington Sales Tax. The cost of installation for Timberlake High School is due upon execution of this Agreement and is quoted at \$ 24,418.16 . This installation will be performed by Baldwin Signs. This agreement includes an additional opportunity to resubmit the final installation invoice from the vendor if overages remain for payment by STCU. Installation to include:
 - Receive and install a new videoboard, truss and sponsor panel onto the
 wall of the gym. Three circuits will be run from the panel to the display
 and the fiber will be run from the display to the rock room location. A
 communication line will be run from the rack room to the scorers table
 location.
- **7. Representations and Warranties**. Each party hereto represents and warrants to the other as follows:
- a. It has the full power and authority to enter into this Agreement and to perform its obligations here under;
- b. Its execution and delivery of and its performance under this Agreement have been duly authorized by all necessary corporate action, and, to its knowledge, have not, do not and will not materially conflict with, violate, result in a breach or default of or otherwise materially adversely affect any rights of any third person or entity, whether now existing or hereafter arising or occurring.
- c. The exercise of the rights and benefits pursuant to this Agreement shall be subject to all applicable laws and regulations.
- **8.** Indemnification. Each party shall indemnify, defend and hold harmless the other party and their officers, directors, agents, representatives and employees from and against and in respect of any and all third-party actions, causes of action, suits, claims, proceedings (formal or informal), investigations, judgments, deficiencies, settlements, inquiries and demands of whatever nature or kind, as well as from and against and in respect of all damages, liabilities, losses, costs, charges and expenses (including, without limitation, reasonable legal fees and expenses) (collectively, "Claims and Losses"), as and when incurred arising out of, incident to or in relation to:(i) the breach of any representation, warranty, term or condition of this Agreement; and (ii) any negligent act or omissions or the willful misconduct, of the indemnifying party, or any of its officers, owners, directors, members, agents, representatives, and employees.

9. Termination of Agreement.

- a. <u>School District's Right to Terminate</u>. School District will have the right to terminate this Agreement by providing prior notice to STCU upon occurrence of any of the following circumstances with respect to STCU: (i) the conservatorship of STCU or any action by its primary regulator to prohibit STCU's activities under this Agreement, and (ii) the breach by STCU of any material provision of this Agreement after thirty (30) days prior written notice of the breach condition and the failure to cure such breach.
- b. <u>STCU's Right to Terminate</u>. STCU will have the right to terminate this Agreement by providing prior notice to School District upon occurrence of any of the following circumstances with respect to School District: (i) any action by School District or its Board to prohibit School District's activities under this Agreement; (ii) the breach by School District of any material provision of this Agreement after thirty (30) days prior written notice of the breach condition and the failure to cure such breach; or (iii) STCU reasonably determines that continued affiliation with School District will adversely affect STCU's brand or reputation.
- c. <u>Effects of Termination</u>. In the event this Agreement is terminated by School District or STCU for the reasons set forth in this Section 9, the license to use the STCU Marks shall immediately terminate, and the parties shall return all property or information of the other party as soon as reasonably possible.
- **10. Assignment**. Neither this Agreement nor any rights or obligations under this Agreement may be assigned or otherwise transferred by STCU, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, or otherwise. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.
- **11. Notices**. Any notices required or permitted to be given hereunder shall be sent by certified or registered mail, return receipt requested, or by nationally recognized overnight delivery service addressed to the other party at the parties' state headquarter officers.
- **12. Waiver**. Neither the waiver by any of the parties hereto of a breach of or default under any of the provisions of this Agreement, nor the failure of any of the parties, on one or more occasions, to enforce any of the provisions of this Agreement, or to exercise any right or privilege hereunder, shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.
- **13. Applicable Law**. This agreement will be governed and construed in accordance with the laws of the state of Washington without giving effect to principles of conflicts of laws thereof.
- **14. Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto with respect to the matters contemplated hereby, and no other agreement, statement or promise, made by any party hereto, that is not contained herein shall be binding or valid.

STCU

Lakeland Joint School District #272

By:	By:
Name: Renee Taylor	Name: Rusty Taylor
Title: VP of Brand Marketing	Title: Superintendent
Date:	Date:

Exhibit A Sponsorship Benefits

In consideration of the payment of the sponsorship fees/installation, STCU shall receive the following sponsorship benefits, in addition to exclusivity of category as defined above in Section 3:

- A static "STCU" panel hung below the video display.
- A second static "STCU" panel under the existing scoreboard, if on an opposite wall from the video display.
- "Powered by "STCU" sponsor recognition displayed during all sportsmanship messages during games and events.
- Additional flexibility for "STCU" recognition throughout commercials and other videos.
- The option of running two 30-second video spots with sound during games and events or one 60-second spot. This spot to be updated periodically, by STCU.

STCU to underwrite video display as specified below:



DAKTRONICS QUOTE #873830-1-1

Timberlake High School Ryne Eberlin 5973 West Hwy 54 Spirit Lake, ID USA 83869 Phone: (208)623-6303

Fax:

Email: ryne.eberlin@lakeland272.org

21/Jul/2025 Quote Valid for: 30 days Terms: Net 30 days from shipment with

Purchase Order

Subject to Credit Review FCA: DESTINATION

Delivery: Call For Production Time

Item No.	Model	Description		Qty	Price
1	LVN-2010-252X504-5.9MN- MA-CNTLRM-SR-LT	Daktronics Video Display		1	\$47,700.00
	200 2 00	Matrix: Line Spacing: LED Color: Cabinet Dimensions: Max Power: Weight:	252 lines by 504 columns 5.9mm RGB- 5'2" H X 10'1" W X 0'6" D (Approx. Dimensions) 3084 watts/display Unpackaged 302 lbs per display; Packaged 490 lbs per display		
	DVN/LVN Control-1 video input (Primary Player & Display Interface Only)	Standard Definition o video input	r High Definition (1080p); 1	1	
	Laptop			1	
	Standard Video All Sport® RTD Input Kit	Displays Game-In-Pro	ogress Information	1	
	System Startup	Final Commissioning	of Equipment	1	
2	DA-1501-10 with Non- Backlit Lettering	Indoor decorative di Non-Backlit Letterin	iagonal truss; 10 ft w/ 50% g/Logo	1	\$1,185.0
	DA-1501-8 with Non-Backlit Lettering	Indoor Decorative dia Non-Backlit Lettering	gonal truss; 8 ft w/ 50% /Logo	1	
3	Indoor Non-Backlit 2' 0" x 10' 0" Horizontal	Ad Panel, Above or Below Display; Perimeter Paint Color:		1	\$814.00
4	Taxes	9.10%-Subject to change		1	\$4,522.6
5	FREIGHT	Via LTL (enclosed to dock. Forklift or pall	n Signs Spokane, WA 99217 railer). Usually unloads at a let jack may be required. sible for receiving & on delivery.	1	\$875.00
Servi	ces				
6	G5C5-W	Five (5) Year Parts (Care Level 3	Only - Includes Customer	1	
	Standard Video with SCS One-on-One Webinar Training			1	
	Custom RTD Frames Single Logo Background	Custom Logo RTD Fr	rames. 1-3 RTD Frames	1	
Daktronics, Inc. 201 Daktronics Drive			Quote # 873830-1 Rev	1	
	okings, SD 57006 USA v.daktronics.com	Page 1 of 3		DAKTRO	

DAKTRONICS

Catalog - BB-Animations Package	BB-Animations Package (Includes 11 Animations)	1	
Catalog - VB-Animations Package	VB-Animations Package (Includes 11 Animations)	1	
FrameWhx Classroom Package, 1 year subscription	Cloud-based content tool subscription renewed/billed annually. Access for 2 Content Administrators, 30 Content Creators (students), and 320 Annual Al Credits. ADMINISTRATORS OF ACCOUNT REQUIRED.	1	
1-Yr DakClassroom Membership	1-Yr Subscription to Dak Classroom Membership Includes: Cumculum, Video Summit Access, Crew Connect, Industry Showcases, Community, Contests, Certifications, Remote Production Consultation	1	
	Total Price Including Applicable Tax:		\$65,098.6

Please reference listed sales literature: DD1587766 for Catalog - VB-Animations Package, DD1587873 for Catalog - BB-Animations Package, DD198413 for Standard Video All Sportth RTD Input Nt, DD2569729 for Custom RTD Frames - Single Logo Background, DD5348383 for LVN-2010-252X504-5.9MN-MA-CNTLRM-SR-LT, DD5454488 for G5CS-W, SL-08060 for DA-1501-10 with Non-Backlit Lettering, SL-08060 for DA-1501-8 with Non-Backlit Lettering.

Please reference listed shop drawings: DWG-112485 for Indoor Non-Backlit 2' 0" x 10' 0" Horizontal

Daktronics, Inc. 201 Daktronics Drive Brookings, SD 57006 USA www.daktronics.com Quote #873830-1 Rev 1

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