



## By-Laws

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#### Article 1: Name and Purpose

- Section 1.11** The name of the organization shall be River Valley Baseball for Youth, a non-profit, 501C3 organization, hereafter referred to as *RVBFY*.
- Section 1.12** RVBFY is under the auspices of the River Valley School District.
- Section 1.13** The purpose of RVBFY is to teach boys baseball and girls softball fundamentals, increase self-esteem, have fun and encourage participation without regard to winning or losing.

#### Article 2: RVBFY Guidelines and Meetings

- Section 2.10 Guidelines**
- Section 2.11** The River Valley Baseball for Youth operational year shall be January 1 through December 31 of the following year.
- Section 2.12** Election of Officers
- Nominations and voting take place in November. (secret ballot, majority vote)
  - All terms are one year starting in January.
  - An Officer can be re-nominated for the next year.
  - President can serve 2 consecutive years if he/she is re-elected.
- Section 2.13** Special decisions can be made over the telephone or by e-mail in which the President or Vice-President contacts all 14-voting members and there is a majority or a majority has been reached if not all members are available.
- Section 2.14** Revisions to the River Valley Baseball for Youth By-Laws can be made by making a motion, with a 2<sup>nd</sup>, and a majority vote.
- Section 2.20 Meetings**
- Section 2.21** The *board* shall meet every month of the year. Meetings will be at RVHS Library, 7:00 on the 2<sup>nd</sup> Wednesday of the month unless it is voted to change specific meeting or to hold a special meeting.
- Section 2.22** The *board* must have 7 voting members and the President or Vice-President present to do business.
- Section 2.23** Officers must attend at least 9 of the 12 meetings.
- Section 2.24** Meetings are to follow this format: (President or Vice-president to run meeting)



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- Meetings are open to the public. A non-voting member with an issue must be on the agenda and has a 15 minute time limit.
- Secretary reads the previous meeting minutes
- Treasurer to review the financial report.
- Updates given from each officer.
- Discussion of any old business.
- Discussion of any new business.
- Review next meeting date and adjourn.

### Article 3: RVBFY Board Positions and Responsibilities

#### Section 3.10 RVBFY Board Roles and Responsibilities

**Section 3.11** Supply equipment, facilities, uniforms, league schedules, responsible coaches, and any other items deemed necessary for a team to compete in the Marion County League play.

- Team equipment bag shall consist of 5 helmets, practice and game balls, and a set of catcher's gear.
- Uniforms shall consist of shirt, hat or visor, pants or shorts.

**Section 3.12** Conduct a sign-up period, preside over the *Team Selection Meetings* and arrange a picture day for all teams.

**Section 3.13** The Board shall follow-up on any concern or problems from any coach, parent, umpire, or another school organization.

**Section 3.14** Conduct a season follow-up meeting in July for all coaches to return equipment and reflect on events from the season. (good, bad, etc.)

**Section 3.15** Govern All Star Program

#### Section 3.20 Prepare a budget for the next season.

**Section 3.21** Have current financial statements available for public display at all meetings.

**Section 3.22** Fiscal year shall be from January 1<sup>st</sup> to December 31<sup>st</sup> for each year.

**Section 3.23** Each officer shall submit an estimated budget for Board approval for items that they are responsible for.

**Section 3.24** Audit from previous year must be complete by the end of February.

**Section 3.25** Audit committee shall consist of: President, Vice-President, Treasurer, Secretary, and Complex Manager.

**Section 3.26** Annual Budget for the next year must be approved by November 30<sup>th</sup>.

**Section 3.27** No member shall make purchases beyond their amount budgeted unless approved by the Board.

#### Section 3.30 Coaches Selection

**Section 3.31** Coaches must attend a Team Selection Meeting, and fill out an **application for head coach** form.

**Section 3.32** Coaches are volunteers and must be approved by the RVBFY Board.

**Section 3.33** Previous year's coaches are given priority to coach a team unless the Board finds just cause not to approve them.



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### Section 3.40 Executive Board

**Section 3.41** The Executive Board shall consist of the following; President, Vice-President, Treasurer, Secretary, Director of Baseball, Director of Softball, Complex Manager, and Concession Manager.

### Section 3.50 Board Positions

**Section 3.51** The *board* shall consist of 13 voting positions:

- President
- Vice-President
- Treasurer
- Secretary
- Field Scheduler
- Concession Manager
- Fund Raising Manager
- Complex Manager
- Director of Softball
- Director of Baseball
- Grant Writer / Resource Coordinator
- Boy's Tournament Coordinator (Boys of Summer)
- Girl's Tournament Coordinator (Summer Rebellion)

Additional members are considered At-Large members and can vote provided they have attended the previous 2 meetings.

### Section 3.60 - 3.73 Responsibilities of each Board member

#### Section 3.61 President

- Chief executive officer for the entire operation
- Hold regular scheduled meetings and call special meetings(if needed)
- Oversee the *Team Selection Meeting* and *Rally day*
- Tiebreaker vote on any business.
- Shall act as the spokesman liaison between the Board and the RV School District and the community.

#### Section 3.62 Vice-President

- Work side by side with the President
- Fill-in for President in case of absence
- Handle all sign-ups and late sign-ups
- Order all uniforms (hats, visors, shirts, pants, and shorts)
- Package and distribute all uniforms by team on Rally Day
- Supply a complete set of rosters to board members
- Give updates in the meetings
- Control all registration sheets.



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### Section 3.63 Treasurer

- Have a prepared treasurer's report and review for each meeting
- Financial spreadsheet format shall be approved by the *board* and should contain several categories for both debits and credits along with beginning and ending balances.
- Must file a return annually and renew any necessary paperwork.
- Track registration fees on a ledger sheet.
- Track umpire checks that are distributed to coaches.
- Annual Financial Report, audited by Executive Board.

### Section 3.64 Secretary

- Record minutes
- Record attendance for each meeting
- Prepare and review minutes in all meetings
- E-mail minutes out to board members

### Section 3.65 Field Scheduler

- Oversee all fields so they are ready for the spring when the teams start practicing
- Organize field work day in April
- Train grounds crew on how to prepare the fields and their expectations
- Set up umpires for all originally scheduled games
- Master practice schedule
- Master game schedule
- Be the contact for scheduling all fields including make-ups.
- Give updates in the meetings.

### Section 3.66 Director of Softball

- Attend all county meetings
- Report any information from those meetings
- Supply schedules to the field manager for scheduling
- Assist your coaches in anything they need.
- Make coaches packets for Rally Day that includes: schedule, scorebook, game balls, and rules.
- Collect and distribute all equipment to/from all teams, check condition of all equipment
- Equipment inventory
- Submit list of purchases needed in budget meeting to purchase replacements
- Give updates in the meetings.



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### Section 3.67 Director of Baseball

- Attend all county meetings
- Report any information from those meetings
- Supply schedules to the field manager for scheduling
- Assist your coaches in anything they need.
- Make coaches packets for Rally Day that includes: schedule, scorebook, game balls, and rules.
- Collect and distribute all equipment to/from all teams, check condition of all equipment
- Equipment inventory
- Submit list of purchases needed in budget meeting to purchase replacements
- Give updates in the meetings.

### Section 3.68 Concession Manager

- Stock and inventory in concession stand.
- Renew Health Dept. license and inspection.
- Set up workers schedule.
- Give updates in the meetings.

### Section 3.69 Fund Raising Manager

- Manage all fund-raisers projects (yearly raffle) to fund the day to day operations.
- Give updates in monthly meetings.
- Manage all short-term and long-term fund-raisers for the complex.
- Manage all Business Advertising signs.
- Coordinate Patron Club

### Section 3.70 Complex Manager

- Oversee entire complex operations.
- Plan or organize to give complex maximum usage.
- Develop a prioritized “to do” list and a timeline and budget for said list.
- Give updates in monthly meetings.

### Section 3.71 Grant Writer / Resource Coordinator

- Coordinate Grant Applications & Follow Up
- Coordinate Resources (Volunteers) as needed by RVBFY activities

### Section 3.72 Boy's Tournament Coordinator (Boy's of Summer)

- Coordinate all activities related to Boys of Summer Tournament

### Section 3.73 Girl's Tournament Coordinator (Summer Rebellion)

- Coordinate all activities related to Summer Tournament



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### Article 4: Registration

#### Section 4.10 Registration Outline

#### Section 4.11 Sign-ups

- Sign-ups will take place in February & March with a deadline to be determined each year.
- Three or four dates should be chosen for the registration with two of them being Saturday mornings.
- Sign up dates should be published in the *Marion Star* along with registration forms being passed out at all elementary schools and the middle school.
- Parent must sign registration form and complete medical release form.

#### Section 4.12 Informational Sheet

- An Information sheet is to be given to each child that signs up with information regarding dates for uniforms handout, fund-raising information, and pictures along with cost of some packages, any clinics that might be given, or any other information that is necessary to communicate to the parents.

**Section 4.13** A financial statement needs posted during sign-ups as a FYI for any parent.

**Section 4.14** Late sign-ups will be assessed a late fee of \$20. Deadline will be determined yearly.

**Section 4.15** A child must be enrolled in the RV school district to play in the RVBFY program unless it is approved through the RVBFY Board.

**Section 4.16 (Deleted)**

#### Section 4.17 Team Assignment

Teams will be determined through a review and assignment procedure governed and executed by the RVBFY Board. This should take place in March.

There will be two Team Selection Meetings (One for Boys and One for Girls) with the following format.

*Part 1 – Coach’s Meeting (Attendees: Coaches, RVBFY Board)*

- Review key points of the RVBFY By-Laws.
- Purpose of the RVBFY program.
- Review RVBFY financial statement with the coaches.
- Packet with the RVBFY By-Laws to be given to each coach, which has the coach’s responsibilities and code of conduct in it.
- Practice schedules handed out.
- Equipment handed out.
- Schedule for uniform handout and picture taking.



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- List of *Board* members with responsibilities and phone numbers.
- All team rosters must be complete by April 1.

### *Part 2 – Team Assignment Review (Attendees: Coaches, RVBFY Board)*

- Coaches are responsible to address any issues that fall outside of the Team Assignment Guidelines as defined in Article 5.

### *Part 3 – Issue Review (Attendees: RVBFY Board)*

- RVBFY Board Reviews any issues brought up during Part 2

### *Part 4 – Finalize Team Assignments (Attendees: RVBFY Executive Board)*

- RVBFY Executive Board Finalizes team assignments
- If there is a dispute with a child or the team (defined as an Executive Board Member being a coach) of an Executive Board Member, that Board Member must excuse himself or herself from that portion of the selection discussion.

## **Section 4.18 Player Recruitment**

Any Coach (Head or Assistant) found to be recruiting players or in any way trying to unfairly influence the Team Selection Process may be dismissed from their Coaching Position at the discretion of the RVBFY Board.

## **Section 4.19 Concession Stand Coverage**

Each player (in extension their family) will be responsible to cover at least one “shift” for concession stand coverage during the season. This replaces the process previously in place whereby the team’s coach organized team nights to work the concession stand.



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### Article 5: Team Selection (formerly Draft) Procedure:

#### Section 5.1 Team Selection (formerly Draft) Procedure

1. Once a team is established, that coach has to keep that team unless a player (parent) requests to be placed off. This must be approved through the *Board*.
2. Coaches have their own children unless otherwise requested.
3. Teams will be kept to no more than 12 players unless absolutely impossible. Children will not be turned away unless it's past the deadline.
4. Each level (age group) starts with the previous years returning team count.
5. RVBFY's Executive Board will assign all players to a team who have not been assigned to a team in Step 1 or 2 above.
6. A parent can request a specific team, but it is not always possible to accommodate that request.
7. An emphasis will be placed on creating teams that contain players of the same "playing" year. For example, 2<sup>nd</sup> year players will be kept with other 2<sup>nd</sup> year players where appropriate.
8. Each coach will be able to make cases for certain additions or deletions to their team during the Team Selection Meeting as defined in Section 4.17.
9. Once a team is set, NO roster changes will be made unless the *Board* approves it.

### Article 6: Grounds Crew Responsibilities:

#### Section 6.1 Field Preparation Responsibilities

- Drag the field at least 3 times per week. (Remove bases when doing so and be careful of home plate and the pitching rubber). If you don't drag the field, hand rake the home plate area, pitchers mound area, and around each of the bases in the infield.
- Check and adjust if needed the distance between home and the pitching rubber.
- Apply (lime) lines down 1<sup>st</sup> and 3<sup>rd</sup> base lines.
- Apply regulation 3X7 batters box on each side of home plate.
- *Girl's softball only*: Apply 16' diameter circle around the pitchers rubber.
- If the field is not playable, contact the coach that is playing there that evening ASAP.
- Coach or team member to hand rake high traffic areas of the field after each game.

#### Section 6.2 Mowing and Trash

- Mowing schedule created by the Field Manager shall be followed. Inclement weather could alter the schedule.
- Trash cans shall be emptied at least once per day or more if deemed necessary.
- Responsible for the overall appearance of the complex grounds.





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### Article 7: Coaches and Parent Helpers

#### Section 7.1 Coaches Code of Ethics

- No foul/abusive language towards umpires or players.
- No tobacco
- No drugs and/or alcohol on premises. (If it can be smelled on you, please leave)
- Observe county baseball and RVBFY rules.
- Any coach getting ejected must submit a report to the board for review. The board will rule disciplinary action if needed. (Remember, we are setting examples for the kids of good sportsmanship)

#### Section 7.2 (Deleted)

#### Section 7.3 Coaches Pre-Season Responsibilities

- Attend Team Selection Meeting
- You will receive a packet that contains an agenda, practice times, Rally Day team date/time (pictures), equipment, coach's code of conduct and guidelines, along with other information pertinent to the RVBFY organization.
- Once the roster is complete (at the conclusion of the Team Selection Meeting), the coach will receive their completed roster (Day after Team Selection Meeting).
- A coach must **keep their roster (and registration forms) with them at all times.**
- Please call all of your kids on your team as soon as possible. (Preferably the next day). Don't delay in calling your players!!
- You will receive a RVBFY equipment bag designed for your team which includes 5 batting helmets, catchers equipment, and practice balls. **Please DO NOT drag these equipment bags at any time in order to avoid putting holes in the bottoms of them.**
- There will be an equipment exchange day for equipment problems. This is done to remedy any problems with the equipment and will done at our best-effort.

#### Section 7.4 Practice

- At the first practice, instruct parents to mark all of their belongings. Hats, gloves, bats, helmets, etc. should all be marked so you can identify and return them if they are left behind.
- Distribute a roster with phone numbers to all your players.
- Coaches must attend any field day work party that may be scheduled. If you cannot work, please get another parent to take your place. We welcome any and all help. Remember, this is your fields and they must be maintained.
- DO NOT hit ball into the fences during games or practices unless they are plastic "wiffleballs".
- Any use of a pitching machine needs to have a barrier (net, fence, etc.) to protect the backstops. This repetitive hitting of the backstops will cause damage to the fence.



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- **Rake or drag the high traffic areas of the field after each practice or game. This is mandatory.** Always level out around the batters boxes and the pitchers mound area. You can assign a parent or the kids to do this. **Also, have the kids pick-up the trash that is on or around your field.**

### Section 7.5 Rally Day

- Instruct all of your team's players to meet at your designated time on the set date for Rally Day
- You will receive game balls, schedules, scorebook, rules, and any other pertinent items.
- You will receive all of your team uniforms; uniforms include a shirt, pants/shorts, and a hat/visor. Please distribute by size and not by a number. There will be a changing area provided for your team.
- Your team will get individual and team photos taken at the players expense.
- Be sure to thoroughly read and understand the rules. If you have any questions, contact the Director of Baseball or Softball.
- Remember, new balls are given out for games only, not practice.

### Section 7.6 Games

- Copy and distribute game schedules to all the parents.
- Your team also may be scheduled to work a on an unscheduled day. This could happen if RVBFY holds tournaments or make-up games.

### Section 7.7 Sportsmanship

- Set the ground rules for good sportsmanship and how to discipline players for their actions. RVBFY wants to be a leader is displaying good sportsmanship.
- Discuss the league rules with your team parents. Politely dissuade your team parents from being argumentative with umpires or game officials.

### Section 7.8 Team Parent

- Help out the coach with communicating information to the parents. (pass out schedules, etc.)
- Distribute team pictures
- Help coordinate fund-raising for your team.
- Develop a drink/snack list if desired

### Section 7.9 Make-up Game Policy

#### Section 7.91 Cancellation procedures for fair weather games are as follows:

- Must be done 1 week prior to scheduled time
- Call field scheduler for field availability to make-up game.
- Cancel the umpire (if applies)
- Notify team players and parents
- Notify other teams coach

#### Section 7.92 Cancellation for foul weather games are as follows:

- Field boy cannot get the field playable. He/she will call ASAP.



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- Coach calls the opposing coach.
- Coach calls the umpire.
- Coach calls all of the players on the team.
- Coach calls the field scheduler for field availability for a make-up game.

### **Section 7.93 Scheduling a make-up game**

- Call field scheduler for field availability to make-up game.
- Call opposing coach to work out a date.
- Schedule an umpire. (except 8U)
- Call all of the players on the team.



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### Article 8: All Star Program

#### Section 8.1 Purpose & General Guidelines

- RVBFY's All Star program was created to offer to RVBFY families an additional level of competition above and beyond the traditional recreational league offered by RVBFY.
- In the fall of each year, RVBFY will hold tryouts for each age group.
- RVBFY Board Members will evaluate each tryout session. RVBFY Board Members who are All Star Coaches or Parents of a Child will be excused from evaluating that specific age group.
- The RVBFY Board will choose each All Star team. RVBFY Board Members who are All Star Coaches or Parents of a Child will be excused from the selection decision for that specific age group.
- Each fall, RVBFY will choose the All Star Coaches for the following year. Coaching an RVBFY All Star team is an honor, and will be reviewed each year.
- Each All-Star Team will be provided the following from RVBFY:
  - Standard Team Equipment Bag Including Catcher's Gear
  - Fees Covered for Primary League Play (i.e. NCYAL)
  - Insurance Coverage
  - Fees Covered for one RVBFY Sponsored Tournament (Boys – Boys of Summer, Girls – Summer Rebellion)
  - Umpire Fee(s) will be covered up to \$500.00 for Primary League Play
  - Equal Share of Additional Sponsorship or Donation Funds. These funds will be governed as defined below.
- Any additional funds obtained from donations or sponsors intended to support the RVBFY All Star Program will be shared equally amongst all RVBFY All Star teams.
- The RVBFY Board will govern the use of any allocated funds earmarked for an RVBFY All Star team. All Star Coaches will need prior authorization (written or verbal) from the board to spend funds that have been allocated.
- All Star Team members will not be permitted to play together on the same team in RVBFY's traditional recreational league unless they play on the same team as assigned through the Team Selection Process defined in Article 5.

#### Section 8.2 All Star Uniforms

- The initial intent of this program is to reuse the uniforms from RVBFY's traditional recreational league. However, if a division (Boys, Girls) elects to purchase new uniforms, each player will be responsible for the cost.
- Each division (Boys & Girls) must agree on the same All Star uniform. An All Star team will NOT be permitted to have a unique All Star Uniform (unique is defined as different than the other All Star teams in their division (Boys, Girls)).
- All teams in a division (Boys, Girls) must agree to purchase/wear the All-Star Uniform. In other words, a single Boy's team may not wear an All Star Uniform unless all Boys' teams have agreed to do so.



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### Section 8.3 All Star Practice Guidelines

- All Star Teams may practice a MAXIMUM of one time per week during the traditional RVBFY recreational league season and a MAXIMUM of twice per week outside of the traditional RVBFY recreational league season.
- The MAXIMUM length of any All Star Practice must NOT exceed two hours.

### Section 8.4 All Star Game Play Guidelines

- To be eligible for All Star team play, a player must play in RVBFY's traditional recreational league.
- Each child will play a minimum of 6 outs in the field, and 2 at-bats per game.
- All Star Game Play will be capped at an additional 25 Games per season in addition to RVBFY's traditional recreational league.

### Section 8.5 All Star Fees for Players

- Each Player will be responsible to pay an additional \$50.00 beyond the cost of standard RVBFY Registration to participate on the All Star Team. This fee will help fund costs such as Equipment, Insurance, Umpires, and Tournament Fees.
- In addition, each player will be responsible to purchase an All-Star Uniform.
- There will be scholarships available if a child, who is chosen for the team, cannot pay the required costs.
- **The All Star Program will be a self-funded program. Registration Funds from the Traditional Recreational League will not be used to support the All Star Program.**



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**Article 9: Memorandum between RVBFY and RVSD**

(10/24/02 -- Final Draft)

**MEMORANDUM**

**between**

**BOARD OF EDUCATION FOR RIVER VALLEY LOCAL SCHOOL DISTRICT**

**and**

**RIVER VALLEY BASEBALL FOR YOUTH**

**A Non-Profit Ohio Corporation and Affiliated. River Valley School Organization**

THIS MEMORANDUM is for the purpose of setting forth the duties, responsibilities and benefits of the parties herein is made as of this 25<sup>th</sup> day of October, 2002, by and between the Board of Education for the River Valley Local School District, a local school district and a political subdivision of the State of Ohio, whose address is 1239 Columbus-Sandusky Road S., Marion, OH 43302 ("Board") and River Valley Baseball for Youth, an Ohio non-profit corporation, c/o Philip Shepler, Statutory Agent, at 1817 Covington Place, Marion, OH 43302 ("RV-BFY"). By entering into this Agreement it is the understanding of both parties that RV-BFY shall become an affiliated River Valley school organization, subject to the Board's policies, rules, regulations and final control as it relates to the use of Board property. Additionally, pursuant to this Agreement, in exchange for RV -BFY having primary control over that portion of the Board's real property as described below, the Board grants to RV-BFY some autonomy over the care and operations for that property.

**WITNESSETH:**

1. **Premises:** In exchange for supervision and management by RV-BFY, of the real property described on attached Exhibit A, the Board shall delegate its day-to-day control to RV -BFY to be used and developed by RV-BFY as a recreational site for students residing within the River Valley Local School District, specifically for use as baseball fields and related recreational activities. No permanent buildings may be constructed on the subject-premises without prior written approval of the Board and RV-BFY agrees to obtain any and all permits necessary prior to any construction.
2. **Payments:** There shall be no monetary payment or rent paid by RV -BFY for the subject premises through December 31, 2009. On or about June 30, 2009, but in any event prior to October 1, 2009, the Board and RV-BFY shall meet to negotiate the amount, if any, to be charged for use of the premises for calendar year 2010 and thereafter. The following factors will be taken into account in making this determination, including but not limited to: current RV-BFY operations at the site, facilities constructed and any outstanding financing costs, availability and use of the facilities for River Valley students, both during the school year and during the summer, availability of programs to all students, even if said students are unable to "pay to play", the number of River Valley students served, and amount of fees charged to students to play.
3. **Term:** RV-BFY shall have full control over the subject premises, subject to the Board's



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supervision, rules and regulations through December 31, 2009, unless terminated pursuant to Section 11 below.

4. Sunshine Law and Public Records Law: Exceptions: RV-BFY agrees to be bound by the applicable provisions of the "Sunshine Law" and "Public Records" law as applicable to all school-sponsored organizations and shall provide a copy of its Budget to the Board annually, on or before June 1st each year and shall timely provide copies of its Financial Reviews and/or Audits.
5. General Liability and Property Damage Insurance: RV-BFY shall pay the required fee to be added to the Board's general liability and property damage insurance coverage as a school sponsored organization upon execution of this Agreement. RV-BFY shall immediately notify the Board in writing of any damage, incident, occurrence, and/or claim which may result in coverage or liability.
6. Use of Premises: The subject premises shall be used by RV-BFY as a recreation site, primarily-for baseball and/or softball. RV-BFY may operate incidental food concessions in connection with such use. No alcohol or drugs shall be permitted on the subject premises at any time. The subject premises shall not be used for BINGO. RV-BFY agrees to abide by and enforce all applicable school rules.

All products from the subject premises, such as crops, topsoil and/or fill dirt, belong to the Board. However, in exchange for services rendered to prepare the site for use as baseball fields, the Board may authorize RV-BFY, in writing, to act as its agent for the sale or transfer of such products, and in compliance with the applicable competitive bidding statutes, if any. All the net proceeds from such sale or transfer, shall be payable to the Board, of which all or a portion shall be used to reimburse the cost of the Phase I and Phase II Environmental Assessments of the subject premises. The Board otherwise reserves the right to use any remaining moneys received for other capital expenditures, including but not limited to expenditures for the development and/or improvement of the subject premises. For the purpose of this Agreement, "net proceeds" means the moneys received from the sale or transfer of any product from the subject premises, less any excavation cost expended in 2002-2003 by the Board or RV-BFY to prepare the site for baseball fields.

7. Utilities: All utilities at use on the subject premises shall be RV-BFY's sole responsibility and expense. All utility accounts shall be in the name of RV-BFY and not in the Board's name.
8. Zoning and Permits: As a school sponsored recreational site, it is the Board's position that said use is permitted under the Claridon Township Zoning Code. RV -BFY agrees to obtain in advance and pay the required fee for, any zoning "building" permit or state building permit required prior to any construction. Since RV-BFY must obtain prior written approval of the any building plans, the Board shall, upon RV-BFY's request, join in applications for building permits, certificates of occupancy, and all other applications for licenses, permits and approvals for which the signature of the real property owner is required by applicable law. However, RV-BFY shall be solely responsible for prosecuting those applications and obtaining any building permits, certificates of occupancy, and all other licenses, permits and approvals sought by RV-BFY, at RV-BFY's sole



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expense.

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9. Improvements: Title to all of the improvements on the Premises shall be vested in and remain in the Board. Notwithstanding the foregoing, RV-BFY agrees to assume all costs and responsibilities for maintenance of said improvements on the Premises.
10. Environmental Matters: The Board represents and warrants, that to the best of it's knowledge, no toxic, explosive or otherwise dangerous materials or hazardous substances have been concealed within, buried beneath or removed from and stored off-site for the subject premises. A Phase I and Phase II Environmental Assessment Report has been completed for the subject premises.
11. Termination: Failure by RV-BFY to honor the terms of this Memorandum, or the rules, regulations, policies and/or procedures of the Board and/or any related state, federal, or local regulations may result in the termination of RV-BFY's use of the subject premises for cause. Unless exigent or emergency circumstances exist, the Board shall be required to give written notice of such termination for cause at least sixty (60) days in advance of the effective date of said termination, and may rescind said notice of termination if such default by RV-BFY has otherwise been cured.

Upon receipt of the written notice of termination, any further expenses incurred by RV-BFY for the subject premises shall be at RV-BFY's sole risk and liability.

RV-BFY may request termination of this Memorandum and quit the subject premises, upon sixty (60) days' written notice to the Board, subject to any restoration costs, at RV-BFY's cost and expense, to return the property to agricultural use, at the discretion of the Board. If restoration of the subject premises will be required by the Board, the Board must give written notice of such within thirty (30) days of receipt of the notice to terminate from RV-BFY.

The Board may also request termination of this Memorandum, upon sixty (60) days' written notice to RV-BFY; however if such termination is not for cause, then the Board agrees to compensate RV-BFY for such in an amount to be agreed to by the parties at such time, but in any event, not more than the actual amount expended by either the Board or RV-BFY for the improvements to the premises or for the subject premises, less any depreciation, less any amount donated to RV-BFY by the Board (to the extent said donations are permitted by law) and less the net profit from concession and/or other money generating activities held all or in part at the subject premises. "Net profit", for the purpose of this Memorandum, shall be defined as the gross amount received less actual cost paid (excluding donated value) for items sold.

If this Memorandum is mutually terminated by agreement of the parties or if RV-BFY is prohibited from effectively using the subject premises due to acts of God, eminent domain, appropriation, or other unknown circumstances, including but not limited unknown environmental hazards, then RV-BFY may only seek compensation for such termination of use from third parties,





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[www.rvbfy.org](http://www.rvbfy.org)

including any insurance coverage, and directly from the Board.

- 12. Default: Waiver: The waiver of any occurrence of breach or default is not a waiver of such subsequent occurrences, and the Board retain the right to exercise any administrative, contractual, equitable or legal remedies available, without limitation. If RV-BFY fails to perform an obligation under this Memorandum and such failure is waived by the Board, such waiver shall be

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limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s) hereunder. Any waiver shall be in writing from the Board's Superintendent.

- 13. Notice: Whenever written notice is required to be given under this contract, notice should be given to the parties as follows:

**BOARD**

Thomas G. Shade, Superintendent  
 RIVER VALLEY LOCAL SCHOOL DISTRICT  
 1239 Columbus-Sandusky Road S.  
 Marion, OH 43302  
 Phone: 387-4261  
 Fax: 387-4267

**RVBFY**

Philip Shepler  
 RIVER VALLEY BASEBALL FOR YOUTH  
 1817 Covington Place  
 Marion, OH 43302  
 Phone:  
 Fax:

- 14. Execution: The Board represents that it has adopted this Agreement by Resolution approved by a majority of the members of the Board of Education for the River Valley Local School District at a public meeting and have authorized Thomas G. Shade, Superintendent, to sign it on its behalf. RV-BFY represents that its Board has approved this Agreement and authorized its President to sign it on its behalf.

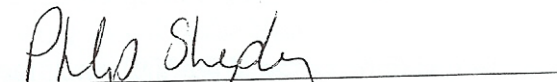
- 15. Miscellaneous: No alcohol or other drugs shall be permitted on the premises described herein. Smoking anywhere on the premises by someone who is under the age of eighteen (18) is illegal and further forbidden by this Agreement and may be grounds for expulsion of such person/recreational user from the premises. RV-BFY agrees that it shall not cause or permit any Bingo operations on the subject premises.

IN WITNESS WHEREOF, the parties hereto agree this 25 day of October, 2002

BOARD OF EDUCATION  
 RIVER VALLEY LOCAL  
 SCHOOL DISTRICT

RIVER VALLEY BASEBALL  
 FOR YOUTH

  
 \_\_\_\_\_  
 Thomas G. Shade, Superintendent

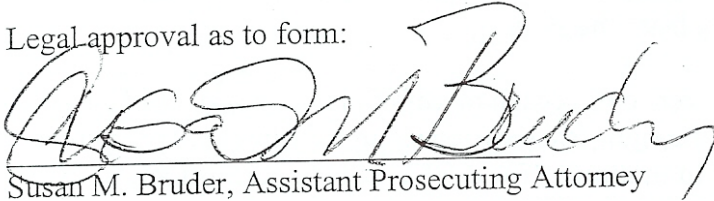
  
 \_\_\_\_\_  
 Philip Shepler, President



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Legal approval as to form:



Susan M. Bruder, Assistant Prosecuting Attorney

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EXHIBIT A

**DESCRIPTION OF PREMISES**

Being approximately 19.50 acres, more or less, of the 42.84 acres located in the Southeast Quarter of Section 18, Claridon Township, Marion County, Ohio, on the North side of Harding Highway East (S.R. 309-E), identified as Marion County Auditor's Permanent Parcel #04-002000-0800, which 19.50 acre parcel is that part of the 42.84 acre parcel which is situated to the east and south of the railroad spur which crosses this parcel.

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**River Valley Baseball for Youth Board Members**

**Omitted to Avoid Confusion**



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**Article 10: Board Members – Current**

**Section 10.1 Board Members for 2008 (22 Current Members, 20 Voting Slots)**

| <b>Position</b>                                  | <b>Board Member</b> |
|--|---------------------|
| President  | Herb Graham         |
| Vice President                                   | James Hawk          |
| Treasurer  | Paul Robinson       |
| Secretary  | Susie Harbolt       |
| Complex Manager                                  | Phil Harbolt        |
| Director of Baseball                             | Mike Axline         |
| Director of Softball                             | Mike Radcliff       |
| Field Scheduler                                  | Greg Harville       |
| Fund Raising Manager                             | Rod Niese           |
| Concession Manager                               | Lynn Wise           |
| Volunteer/Resource Coordinator & Grant Writer    | Shelly Douce        |
| Girl's Tournament Coordinator (Summer Rebellion) | Brian Hempstead     |
| Boy's Tournament Coordinator (Boys of Summer)    | Toby Reiff          |
| At-Large   | Gary Gibson         |
| At-Large   | Kirk Wade           |
| At-Large   | Mike Duckworth      |
| At-Large   | Todd Kellogg        |
| At-Large   | Mike Fogle          |
| At-Large   | Angie Reiff         |
| At-Large   | Shannon Robinson    |
| At-Large   | Jack Force          |
| At-Large, Honorary Member                        | Phil Shepler        |

**Section 10.2** Any questions should be directed via email to **[board@rvbfy.org](mailto:board@rvbfy.org)**

**Section 10.3** Any questions for RVBFY's Executive Board (President, Vice President, Treasurer, Secretary, Director of Baseball, Director of Softball, Complex Manager, and Concession Manager) should be directed via email to **[executiveboard@rvbfy.org](mailto:executiveboard@rvbfy.org)**

**Section 10.4** President and Honorary Members are Non-Voting positions



**By-Laws**  
[www.rvbfy.org](http://www.rvbfy.org)

**Article 11: Document Management**

**Section 11.1 By-Laws Change Log**

| <b>Date</b> | <b>Description</b>   |
|-------------|--|
| 03/08/2008  | Updated Website Address to <a href="http://www.rvbfy.org">www.rvbfy.org</a>  |
| 03/08/2008  | Added Article 11 for Change Log Entries  |
| 03/08/2008  | Updated Header & Footer  |
| 03/08/2008  | Updated Section 2.21 to reflect monthly meetings all year long   |
| 03/08/2008  | Updated Sections 3.12, 3.31 to reflect <i>Team Selection Meetings</i> instead of Draft Meetings                    |
| 03/08/2008  | Updated Sections 3.5, 3.6, 3.7 to reflect current 2008 Board Positions   |
| 03/08/2008  | Updated Sections 4.17, 7.3 to Reflect Team Assignment Process  |
| 03/08/2008  | Changed <b>Memorandum between RVBFY and RVSD</b> to Article 9 instead of Article 8 to accommodate All-Star Section |
| 03/08/2008  | Article 8 was added to detailed All-Star Program   |
| 03/09/2008  | Deleted Detail of Page 5 of Memorandum (2004-2005 Board Members) to avoid Confusion                                |
| 03/09/2008  | Created Article 10 to Document Current Board Members (will change each year)                                       |
| 03/09/2008  | Added Article List at beginning of By-Laws   |
| 03/09/2008  | Added Section 4.18 – Player Recruitment  |
| 03/12/2008  | Removed Reference in 7.6 – this was the coach’s responsibility to organize team days in the concession             |
| 03/12/2008  | Added Section 4.19 to reference new process for organizing concession workers                                      |
| 03/14/2008  | Additional Changes in Article 5 & 8 to reflect Board Requested Meetings  |