

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: June 15, 2022

Contract/Agreement Vendor:
Name of Vendor & Contact Person

Vendor Email Address

Describe Contract (Technology, program, consultant-prof Development, etc.)

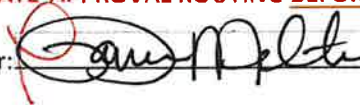
Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Reason/Audience to benefit

BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review:

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: 

Does this Contract/Agreement utilize technology? YES/NO
 If yes, Technology Admin: _____

Leadership Team Member: 

Funding Source:
Fund/Project OCAS Coding

Consent

Action

Accept and approve the Renewal agreement between Broken Arrow Public Schools and Cox Communications, providing broadcast coverage for 2022-2023 school year sporting events at Broken Arrow High School facilities. Cox will pay BAPS \$300 as a rights fee for football, basketball, soccer and other sports as agreed upon. D. Melton

Summary This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

MEMORANDUM

To: Chuck Perry

From: Darren Melton

Date: June 15, 2022

Re: Cox Communications: Consent Agenda

SUBJECT

Accept and approve the Renewal agreement between Broken Arrow Public Schools and Cox Communications, providing broadcast coverage for 2022-2023 school year sporting events at Broken Arrow High School facilities. Cox will pay BAPS \$300 as a rights fee for football, basketball, soccer and other sports as agreed upon. D. Melton

ENCLOSURES/ATTACHMENTS

Agreement

SUMMARY

Cox Communications, Inc. will pay BAPS a \$300.00 rights fee to broadcast 2022-2023 school year sporting events at Broken Arrow High School facilities.

FUNDING

Not applicable

RECOMMENDATION

Approve



***Oklahoma High School All Sports
Coverage 2022 - 2023 Season***

When accepted and signed this letter shall serve as the agreement between **Broken Arrow Public Schools & Cox Media, LLC d/b/a YurView ("Yurview")**. The following points reflect the details of the agreement:

- ***This agreement between YurView and Broken Arrow Public Schools outlines the commitment of YurView and Broken Arrow Public Schools in regards to the televised sporting events at Broken Arrow High School facilities in which Broken Arrow Public Schools owns the sole rights. YurView proposes to televise live events that are specified in advance by the parties on YurView Channel 3 in Tulsa & Oklahoma City.***
- ***Broken Arrow High School hereby grants to YurView the exclusive right to produce, distribute, and cablecast the sporting events described herein and YurView accepts such right, as further detailed in this letter.***
- ***YurView will pay \$300 as a rights fee for each football game, basketball game, soccer game and other sports events as agreed upon by Yurview and Broken Arrow Public Schools in writing. Sports events that feature both a girls and boys event (e.g., a double header) receive \$300 total for both events. For example, one rights fee of \$300 would be paid for a Varsity Girls & Varsity Boys Basketball Game.***
- ***YurView retains the right to distribute and sub-distribute worldwide (either directly or through a third party) the sporting events covered by this letter on any distribution technologies or platforms now existing or developed in the future, including without limitation, television, cablecast, video on demand and webcasting, and will have the exclusive right to format any of the sporting events for receipt, viewing and/or display on any device (including, without limitation, television, computer, wireless phone, personal, portable wireless device, iPod, mobile Apps or the like) for commercial or any other purposes, without further compensation to the Broken Arrow Public Schools. YurView shall have the right to broadcast each sporting event live on YurView, or on a delayed basis at such time or times as designated by YurView. YurView may broadcast a sporting event as often as YurView determines in its sole discretion.***
- ***Broken Arrow Public Schools will schedule an appropriate start time on all events with a 5-minute delay start prior to the cablecasting of the game to allow for YurView to produce and perform any pre-game introductions, pre-game commentary or other content as YurView deems appropriate.***
- ***YurView will provide appropriate personnel to communicate with Broken Arrow Public Schools and game officials.***
- ***Commercial content of the program is at the sole discretion of YurView and Yurview shall have the right to retain all revenues from the sale of commercial advertisements.***
- ***Broken Arrow Public Schools hereby grants YurView the non-exclusive, non-transferable, and royalty-free right to use, for the sole, limited purpose of the promotion, production, distribution, and broadcast of each sporting event, the name, logos, symbol, and trademarks associated with Broken Arrow Public Schools. Broken Arrow Public Schools also hereby grants to YurView the right to use, for purposes of promoting, producing, distributing, and broadcasting each sporting event***

Arrow Public Schools' players, coaches, managers and other personnel. Broken Arrow Public Schools will use its best efforts to obtain approvals for YurView to use the names, likeness, or biographical material of any player of its opponent, and any of its coaches, managers and personnel. Broken Arrow Public Schools will use its best efforts to obtain approvals for YurView to use the trade names, logos, trademarks, and names of sponsors with banners, signs or any other form of advertising in or around the space or facilities at which each sporting event is played.

YurView will require the following arrangements for each game depending on sport the camera placement varies:

1. Camera positions are as follows: 2- high cameras in the press-box stands, one hand-held camera on the home sidelines and one camera in the end zone. Cox will provide scaffolding if required and the sport requires. In the case of basketball camera would be placed near or under the buckets.
2. Access to the facility in which the sporting event(s) will be held and power by 12p.m. on the date of the game.
3. Parking area for YurView production vehicles with access to press box.
4. A booth for the YurView talent to call the game. Room for 4 people in the booth assigned. 2 talent, 1 stats person & spotter. In the case of some sports a table provide for the people specified is appropriate.
5. YurView, in its sole discretion, shall control all editorial and production matters regarding the production of the sporting events.

In no event shall any party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including, but not limited to, business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.

Agreed and accepted by

School
Representative



Roger Hess
YurView - Senior Manager