

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: June 26, 2024

Contract/Agreement Vendor:

Name of Vendor & Contact Person

~~Matthias Wohner~~

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:

Cabinet Team Member:

Funding Source:

Fund/Project OCAS Coding

Consent

Action

Accept and approve the new agreement between Broken Arrow Public Schools and Metro Radio Group LLC/KREF to assist in acquiring sponsorship opportunities for AV and BAPS. All BA Athletics streaming events will also be available on KREF's website. AV will continue to operate as they always have, with live-streamed events on our website, YouTube channel, etc. However, this will allow us to reach an even larger audience and have a partner to help us acquire bigger sponsorship opportunities. KREF is currently the streaming partner for all of Norman, Moore, and Edmond Public Schools, in addition to Yukok, Piedmont, Deer Creek, and Bixby. The hope is that Broken Arrow having a presence on their network will help us team up to create a 6A Sports Network.

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.

KREF-BAPS LIVE STREAMING
AGREEMENT FOR 24-25 SCHOOL
YEAR

This Live Streaming Broadcasting Agreement (hereinafter referred to as "Agreement") is entered into by and between Metro Radio Group, LLC dba KREF (hereinafter referred to as "KREF") and Broken Arrow Public Schools via ArrowVision (hereinafter referred to as "BAPS"). The term of this Agreement shall commence on July 16, 2024 and shall terminate on June 30, 2025.

KREF is a locally owned AM/FM radio station located in Norman, Oklahoma. KREF desires to provide additional broadcasting for events not produced by ArrowVision in internet live streaming formats for BAPS sporting events covering various sports, both male and female, during the term of this Agreement under the terms and provisions hereinafter provided.

KREF also desires to provide and partner with BAPS for advertising sales for BAPS games and other content produced by ArrowVision to be broadcast on ArrowVision and the KREF site during the term of this Agreement under the terms and provisions hereinafter provided.

BAPS desires to grant to KREF the broadcast rights in internet live streaming formats to provide coverage for BAPS sporting events for various sports, both male and female, during the term of this Agreement under the terms and provisions hereinafter provided. BAPS shall retain its own original broadcasting rights on ArrowVision and all other media formats utilized by BAPS and ArrowVision.

BAPS desires to grant KREF the right to utilize the BAPS name to assist KREF in advertising sales for BAPS games broadcast on ArrowVision and the KREF site during the term of this Agreement under the terms and provisions hereinafter provided.

NOW, THEREFORE, the parties stipulate and agree to the following terms and conditions relating to the broadcasting rights granted by BAPS:

1. BAPS hereby grants broadcast rights for internet streaming live formats to KREF for all sporting events not broadcast by ArrowVision. BAPS and ArrowVision will determine which games not broadcast by ArrowVision can be produced and broadcast by KREF. Such games would only include games with Broken Arrow and other KREF network teams unless otherwise directed by BAPS and ArrowVision.
2. KREF agrees to broadcast in internet live streaming format the BAPS sporting events and other events as directed by ArrowVision and agreed upon by KREF during the term of this agreement.
3. BAPS agrees to have ArrowVision provide a link to KREF for all games and coaches shows broadcast by ArrowVision such that KREF may also air those game on the KREF site.
4. BAPS agrees to have ArrowVision staff produce one coaches show for each sport, band, cheer, pom, as agreed to by BAPS coach of said sport or activity, on Wednesdays at the local Buffalo Wild Wings.

5. BAPS and KREF will have the ability to sell agreed upon spots and special features to advertisers. BAPS and ArrowVision will provide KREF a list of advertisers and types of advertisers that are either prohibited or retained solely for BAPS. BAPS will retain 100% of the revenue for advertisers sold by BAPS or their related entities. Ad revenue sold by KREF will be split as indicated in #6 below.
6. KREF agrees to pay sixty percent (60%) of the net profit to BAPS. One payment will be made in December and one payment will be made in July. The BAPS net profit shall be determined based upon the advertising income collected from advertising sales related to the high school broadcasts less all KREF costs to sell, produce, broadcast, stream, and provide such broadcasts. KREF will be responsible for billing and collecting from all ads sold by KREF and BAPS will be responsible for billing and collecting for ads sold by BAPS or its related entities.
7. KREF agrees to provide the broadcast equipment and personnel for all BAPS broadcasts produced by KREF and BAPS will provide all broadcast equipment and personnel for broadcast produced by ArrowVision.
8. BAPS will be responsible for paying all costs associated with games/events produced by ArrowVision and KREF will be responsible to cover all costs associated with games/events produced by KREF.
9. KREF will work with ArrowVision to determine the number of advertising spots and types of advertising spots and features available to sell on ArrowVision and the KREF site.
10. This Agreement may be renewed in one-year terms by mutual consent of the parties upon agreement to the terms and conditions set forth or mutually agreed upon.
11. Should any KREF employee, agent, or contractor engage in any behavior that would constitute a moral turpitude problem, the contract may be immediately terminated by BAPS.
12. This document constitutes the entire agreement and supersedes any previously written or verbal agreements.

Broken Arrow Public Schools (BAPS)

Name: _____

Title: _____

Date: _____

Signature: _____

Metro Radio Group, LLC (KREF)

Name: Perry Spencer

Title: Director KREF SPORTS.TV

Date: 6/27/24

Signature: 