

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: July 8, 2024

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:

Cabinet Team Member: 

Funding Source:
Fund/Project OCAS Coding

Consent

Action

Accept and approve the NEW agreement between Broken Arrow Public Schools and Tulsa Bone & Joint and St. Francis Health Systems, Inc., which will grant them advertising rights and privileges, including the right to advertise on specific video displays, scoreboards, etc., at various sites during the 2024-2025 school year. They will pay BAPS \$30,000.00 (\$15,000.00 each) There is no cost to the District T. Thompson

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.

ADVERTISING AGREEMENT

THIS AGREEMENT is made and entered into this 21 day of June, 2024 between the **INDEPENDENT SCHOOL DISTRICT NUMBER 3 OF TULSA COUNTY, OKLAHOMA**, AKA Broken Arrow, Public Schools, (“**DISTRICT**”) and **TULSA BONE & JOINT ASSOCIATES, P.C. (“TJB”)** and **SAINT FRANCIS HEALTH SYSTEM, INC. (“SFHS”)**. SFHS and TJB shall collectively be referred to as the “**Advertisers**”. District, TJB and SFHS shall each be referred to individually as “**Party**” or collectively as “**Parties**”. (“**ADVERTISER**” or “**SPONSOR**”).

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Grant of advertising rights.** The District hereby grants to Advertiser those advertising rights and privileges, including the right to advertise on the specific video displays, scoreboards and electronic message centers (collectively the “Equipment”) located at or within the specific sites or facilities (collectively the “Facilities”) described on Attachment “A” attached hereto and incorporated herein. The Equipment provided by the District shall be operated and Advertiser’s advertisements shown as provided in the advertising specifications and in accordance with the terms and conditions set forth in Attachment “A.” The advertising rights shall apply to all District-sponsored athletic events and performances held at any of the facilities and during such other events as maybe determined by the District from time to time in the District’s sole discretion.
2. **Term.** This agreement and the grant of advertising rights shall extend for a term of (5) years beginning the later of or the date the advertisements are installed on the Equipment, (the “Commencement Date”) and ending on the fifth anniversary of the Commencement Date. Each 12-month period during the Term commencing on the Commencement Date and each anniversary date thereof shall be referred to as an “Agreement Year.”
3. **Advertising fees.** In consideration for the advertising rights and other sponsorship recognition set forth on Attachment “A,” Advertisers shall pay the sum of **\$30,000** (\$15,000 each) (“Advertising Fee”) at the beginning of the Agreement Year in and on each anniversary date thereafter during the term of this agreement.
4. **Insulation and maintenance.** The District will bear the responsibility and expense for the fabrication of the initial advertising panel or panels as described on Attachment “A” and for the maintenance and operation of the Equipment. Advertiser shall be responsible at its sole cost and expense for maintenance and replacement of the advertising panels and for the creation and maintenance of digital advertisements including video and radio commercials. The advertising panel(s) will be prepared from artwork, plans and specifications provided by Advertiser, in camera-ready or proper electronic format and approved by the District. The District shall bear the responsibility and expense for

programming, initial animated messages and or message center content for the Equipment described on Attachment "A" and or for the converting into format displayable on the Equipment in the initial video content described on Attachment "A," if any. Advertiser shall cooperate with the District in connection with the fabrication, programming or conversion of advertising content and shall pay any expenses incurred as a result of changes to such content made or requested by Advertiser. The initial cost of fabrication, programming or conversion shall be done by the District. All costs associated with changes to advertising content, as well as changes to and maintenance of the advertising panel(s), shall be borne by Advertiser.

5. **Advertising content.** The District may reject in-whole or in part, any artwork or advertising copy which the District, in its sole discretion, determines to be in violation of District policy, objectionable in appearance or subject matter, offensive, controversial, contrary to the educational mission of the District, or which interferes with the existing marketing programs or contracts.
6. **Intellectual property.** Advertiser represents and warrants to the District that all marks, logos and advertising copy provided to the District for display on the Equipment or at the District's facilities is owned by Advertiser or that Advertiser has the authority to make use of such property in the manner contemplated by this agreement. Advertiser agrees to indemnify and hold the District harmless from and against all claims, damages, costs and expenses, including attorney's fees, arising from any claim for copyright or trademark infringement or violation of other intellectual property rights, excluding any claims or liabilities arising out of the negligence or misconduct of Districts, agents, employees or students.
7. **Assignment.** This agreement may not be assigned by Advertiser in whole or in part without the prior written consent of the District.
8. **Force Majeure.** District shall not be responsible for events beyond its reasonable control, such as public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, casualties, government restrictions, acts of God, unforeseen commercial delays, or for any reason including but not restricted to mechanical breakdowns beyond the control and without the fault of the District that impair or otherwise cause District to be unable to advertising/publishing at the time specified. District shall not be liable to Advertiser except to the extent of allowing a mutually agreeable rate, reduction or suitable make goods. If any such event occurs and such event precludes the advertising/publishing of Advertiser's elements for a period exceeding fourteen (14) consecutive days, the agreement may be terminated or the term can be extended for an equivalent period of time, at no additional cost to and in the sole discretion of Advertiser.
9. **Limitation of liability.** The entire liability of the District to Advertiser, whether arising in contract or in tort, will not exceed the total Advertising Fee paid to the District during

the Agreement Year immediately prior to the event giving rise to the claim. In no event, will either party be liable to the other for incidental, indirect, special or consequential damages, but not limited to, loss of use, revenues, profits or savings.

10. **Warranties.** Advertiser acknowledges that District will use the Equipment as a teaching tool and that the District's students will be responsible in whole or in part for custom programming and or conversion of Advertiser's video content into formats displayable upon the Equipment and for operating the Equipment during events. Advertiser hereby acknowledges that the District has made no warranty, expressed or implied, concerning the Equipment, the advertising rights granted under this agreement or the operation of the Equipment, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Advertiser hereby releases the District from any claims or causes of action, liabilities or damages to the extent directly or indirectly, resulting from the negligence or fault of the District or the District's agents, employees or students with respect to the operation of the Equipment or the performance of any Services here under.
11. **Termination.** The District may terminate this agreement by written notice to Advertiser if Advertiser fails to pay advertising fees within ten calendar (10) days after notice of non-payment, or for material breach by Advertiser of any other term or condition maintained herein.

12. Miscellaneous:

- a. **Violation of laws, rules or regulations.** The parties agree that if any part or provision of this agreement is held to be invalid, illegal, void or in any other manner unenforceable or to be in conflict with any applicable law or regulation, the validity of the remaining portions or the provisions of this agreement shall not be affected and such part or provision shall be construed and enforced in the manner designed to effectuate the intent of the parties to the maximum extent permitted by law.
- b. **Choice of laws.** This agreement shall be construed in accordance with the laws of the state of Oklahoma.
- c. **Entire agreement.** This agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and replaces and supersedes all prior communications, representations or understandings. This agreement cannot be modified or otherwise amended, except by written instruments signed by both parties.
- d. **Attorney's fees.** And any action for breach or to enforce the terms and conditions of this agreement, the prevailing party shall be entitled to recover, against the non-prevailing party, a reasonable attorney's fee and all costs of the action.

Dated this 21 day of June, 2024.

INDEPENDENT SCHOOL DISTRICT NO. 3
TULSA COUNTY, OKLAHOMA, A/K/A
BROKEN ARROW PUBLIC SCHOOLS

BY: _____
PRESIDENT, BOARD OF EDUCATION
"DISTRICT"

ORGANIZATION: SAINT FRANCIS HEALTH SYSTEM, INC.

BY: Barry L. Steichen

NAME: Barry Steichen

TITLE: Executive VP, COO

"ADVERTISER"

ORGANIZATION: TULSA BONE & JOINT ASSOCIATES, P.C.:

BY: Linda Gunter

NAME: Linda Gunter

TITLE: CEO

"ADVERTISER"

**ADVERTISING AGREEMENT
ATTACHMENT "A"**

1. **Sponsorship Package:** The District offers multiple sponsorship packages to interested Advertisers. The District agrees to deliver all the items listed in the package selected by Sponsor and outlined in this Attachment "A." **Indicate advertising level included in Advertising Agreement:**

- One Club Platinum - \$30,000 and up
- One Club Gold - \$20,000/year
- One Club Silver - \$15,000/year
- One Club Bronze - \$10,000/year
- One Club A La Carte - \$5,000/year
- Other Advertising
- Naming Rights Add-On with Platinum Package

2. **Sponsorship Package Deliverables:**

- a. **One Club Platinum Level - \$30,000 and up annual cost**

- i. Option for naming rights at one (1) of the following district properties with minimum five-year contract and upfront cash payment due upon Commencement date of agreement:
 - 1. Memorial Stadium - \$50,000
 - 2. Event Center - \$40,000
 - 3. Tiger Fieldhouse, Baseball/Softball Complex, Track & Field Complex, or the Kirkland Soccer Complex - \$30,000
- ii. Exterior signage on facilities
- iii. Name and logo in all event programs held at facility
- iv. Name in Google address listing
- v. Live read of sponsorship during all events held at facility
- vi. 30 second commercial on video board twice per event, where applicable
- vii. At Memorial Stadium & Tiger Fieldhouse:
 - 1. Premium logo placement on video board at Memorial Stadium (six (6) spaces total with no rotation)
 - 2. Full-screen sponsor logo animation on video board at start of production (football and basketball)
 - 3. :30 commercial on video board twice per home game (football)
 - 4. Additional full-screen graphic mention with approximately 15 second PA announcer read. Advertiser may change copy to match timely promotions (football)
 - 5. Live read of sponsorship during game for inclusion on audio stream (radio) and ArrowVision stream (football and basketball)
 - 6. 30 second commercial during *Inside Tiger Football*
 - 7. Sponsor mention twice during *Inside Tiger Football*

8. Logo rotating on scoreboard, game center and companion banners on ArrowVision
9. 30 second video commercial twice on ArrowVision stream
10. Logo or mention during game week on Broken Arrow Tiger Sports social media posts
11. District to highlight sponsorship with logo on athletics website
12. Sponsor mention twice during *Uncaged*, the official podcast of BA Tiger Sports
13. Six guest tickets to Varsity Club pre-game dinner
14. Six reserved seats at home games
15. Parking access at Varsity Club
16. Signage with logo displayed in Varsity Club
17. Opportunity to hand out promo items at main and south gates

b. **One Club Gold Level - \$20,000 and up annual cost**

- i. Premium logo placement on video board at Memorial Stadium (six (6 spaces total with no rotation)
- ii. Full-screen sponsor logo animation on video board at start of production (football and basketball)
- iii. 30 second commercial on video board twice per home game (football)
- iv. Additional full-screen graphic mention with approximately :15 second PA announcer read. Advertiser may change copy to match timely promotions (football)
- v. Live read of sponsorship during game for inclusion on audio stream (radio) and ArrowVision stream (football and basketball)
- vi. 30 second commercial during *Inside Tiger Football*
- vii. Sponsor mention twice during *Inside Tiger Football*
- viii. Logo rotating on scoreboard, game center and companion banners on ArrowVision
- ix. 30 second video commercial twice on ArrowVision stream
- x. One signature sponsor element during break in game action during home football games:
 1. Prior to Kick-off: Keys to the Game
 2. First Quarter 1st Full Time Out: Teacher of the Game
 3. First Quarter 2nd Time Out (30 sec): STEM Student of the Week
 4. Second Quarter 1st Full Time Out: Tiger Gratitude
 5. Second Quarter 2nd Time Out (30 sec)
 6. Third Quarter 1st Full Time Out: Game Changers
 7. Third Quarter 2nd Time Out (30 sec)
 8. End of Third Quarter Full Time Out: Kick for Cash
 9. Fourth Quarter 1st Full Time Out
- xi. Logo or mention during game week on Broken Arrow Tiger Sports social media posts
- xii. District to highlight sponsorship with logo on athletics website

- xiii. Sponsor mention twice during *Uncaged*, the official podcast of BA Tiger Sports
- xiv. One home game sponsorship of ONE of the following game elements with logo in graphic:
 - 1. Coin Toss
 - 2. Fan Cam
 - 3. Starting Lineups
- xv. Six guest tickets to Varsity Club pre-game dinner
- xvi. Six reserved seats at home games
- xvii. Parking access at Varsity Club
- xviii. Signage with logo displayed in Varsity Club
- xix. Opportunity to hand out promo items at main and south gates

c. **One Club Silver Level - \$15,000 and up annual cost**

- i. Full-screen sponsor logo animation on video board at start of production (football and basketball)
- ii. 15 second commercial on video board twice per home game (football and basketball)
- iii. Additional fullscreen graphic mention with approximately 15 second PA announcer read. Advertiser may change copy to match timely promotions (football)
- iv. Live read of sponsorship during game for inclusion on audio stream (radio) and ArrowVision stream (football and basketball)
- v. 15 second commercial during *Inside Tiger Football*
- vi. Sponsor mention during *Inside Tiger Football*
- vii. Logo rotating on scoreboard, game center and companion banners on ArrowVision
- viii. 15 second video commercial twice on ArrowVision stream
- ix. Logo or mention during game week on Broken Arrow Tiger Sports social media posts
- x. District to highlight sponsorship with logo on athletics website
- xi. Sponsor mention twice during *Uncaged*, the official podcast of BA Tiger Sports
- xii. Four guest tickets to Varsity Club pre-game dinner
- xiii. Four reserved seats at home games
- xiv. Parking access at Varsity Club
- xv. Signage with logo displayed in Varsity Club
- xvi. Opportunity to hand out promo items at main and south gates

d. **One Club Bronze Level - \$10,000 and up annual cost**

- i. 15 second commercial on video board twice per home game (football and basketball)

- ii. Live read of sponsorship during game for inclusion on audio stream (radio) and ArrowVision stream (football and basketball)
 - iii. 15 second commercial during *Inside Tiger Football*
 - iv. 15 second video commercial on ArrowVision stream
 - v. Logo or mention during game week on Broken Arrow Tiger Sports social media posts
 - vi. District to highlight sponsorship with logo on athletics website
 - vii. Sponsor mention during *Uncaged*, the official podcast of BA Tiger Sports
 - viii. Two guest tickets to Varsity Club pre-game dinner
 - ix. Two reserved seats at home games
 - x. Parking access at Varsity Club
 - xi. Signage with logo displayed in Varsity Club
 - xii. Opportunity to hand out promo items at main and south gates
- e. **One Club A La Carte Level - \$5,000 and up annual cost**
- i. 30 second commercial on video board OR custom on-field presentation with live read based upon availability
 - ii. Live read of sponsorship during game for inclusion on audio stream (radio) and ArrowVision stream (football)
 - iii. 15 second video commercial on ArrowVision stream
 - iv. District to highlight sponsorship with logo on athletics website
 - v. Sponsor mention during *Uncaged*, the official podcast of BA Tiger Sports
 - vi. Four guest tickets to Varsity Club pre-game dinner
 - vii. Four reserved seats at home games
 - viii. Parking access at Varsity Club
- f. **Other Advertising:** The advertising deliverables included in the agreement are outlined below: