

AGENDA
Sapulpa Public Schools
Special Virtual and Physical Meeting
Washington Administration Center Board Room
511 E Lee
Sapulpa, OK 74066
Wednesday, March 31, 2021 at 12:00 PM

This meeting will be conducted via teleconferencing, via videoconferencing, and at a physical location.

- I. Call meeting to order
- II. Formal Adoption of the Agenda.
 - A. Discussion, motion, and vote on a motion to formally adopt the Agenda.
- III. Consent Agenda
 - A. Approval of 2021-22 BSN Sports Exclusive Supplier Agreement with SPS for the purchase and supply of NIKE apparel and footwear.
 - B. Approval of the generous \$500 grants from Oklahoma Arts Council for classroom supplies for the Jr. High and High School Art classes.
- IV. Information and Discussion
 - A. Discussion of Future Bond Issue
- V. Action Items
 - A. Board to discuss the annual review of existing or consider and take action on the adoption of written policies and procedures for post-issuance compliance.
 - B. Board to discuss continuing disclosure obligations.
 - C. Board to receive bids for the \$1,645,000 General Obligation Combined Purpose Bonds of this school district and award bonds to the lowest bidder.
 - D. Board to consider and take action on a resolution providing for the issuance of General Obligation Combined Purpose Bonds in the sum of \$1,645,000 by this school district, authorized at an election called and held for such purpose; prescribing the form of bonds; providing for registration thereof; providing for levy of an annual tax for the payment of principal and interest on the same; and fixing other details of the issue.
 - E. Board to consider and take action on a resolution designating the general obligation bonds of 2021 as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of 1986.
 - F. Presentation of Superintendent's Recommendation for dismissal of Kimberly Wedel; vote to schedule meeting date, time, and place; and to direct that a copy of the Superintendent's Recommendation, along with a notice of due process rights, be mailed, hand-delivered, or otherwise served upon Ms. Wedel as allowed by law.

G. Discussion and vote to accept or reject any resignations tendered since the posting of the Agenda.

VI. Adjournment



BSN SPORTS™

EXCLUSIVE SUPPLIER AGREEMENT

BSN SPORTS, LLC, a Delaware limited liability company (“BSN SPORTS”) is pleased to offer the **SAPULPA HIGH SCHOOL** Athletic Department (“School”) the **BSN SPORTS EXCLUSIVE SUPPLIER AGREEMENT** (the “Agreement”) for the purchase and supply of NIKE apparel and footwear along with any and all other footwear, apparel & equipment offered for sale to School by BSN SPORTS.

Benefits:

1. “Premier Pricing” shall apply to all footwear, apparel and equipment purchased by School at the following rates*:

- **35%** off retail price on all NIKE apparel
- **30%** off retail price on all NIKE footwear and equipment
- **30%** off retail price on all NIKE Custom uniforms purchased within the timeframe specified in the BSN SPORTS uniform Schedule.
- **15%** off catalog price on all BSN SPORTS proprietary products (as defined below) from BSN SPORTS catalog (exclusive of closeout and sale items)
 - BSN SPORTS proprietary products are identified in our catalog with a black star icon next to the product code.
- **10%** minimum off catalog price on all non-branded products from BSN SPORTS catalog.
 - BSN SPORTS catalog non-branded products are products distributed by BSN SPORTS from a third-party manufacturer such as Wilson, Spalding, Rawlings, etc.

2. NIKE Team Sports Product Allotment: School shall receive the following in free NIKE promotional product calculated at NIKE retail prices and redeemable from the applicable approved NIKE promotional catalogs:

- Year 1: **\$17,500** in NIKE promotional product at retail price
- Year 2: **\$17,500** in NIKE promotional product at retail price
- Year 3: **\$15,000** in NIKE promotional product at retail price
- Year 4: **\$15,000** in NIKE Promotional product at retail price
- Year 5: **\$15,000** in NIKE Promotional product at retail price
- Promotional product allocation is the sole responsibility of school.
- Unused promotional product amounts, as of 5:00 pm on 4/15 of each year of the agreement, are forfeited. As a result, promotional merchandise cannot be carried over from one school year to the next.

3. BSN SPORTS SIGNING BONUS: BSN SPORTS will provide an annual \$2,500 signing bonus. The bonus will be used on BSN Promotional product at retail price.

4. BSN SPORTS ATHLETIC DEPARTMENT ALLOTMENT: BSN Sports will provide an annual \$2,500 allotment. This allotment is to be used on NIKE Promotional product at retail price.

5. Product Rebate: Subject to the terms below, at the end of each school year of this agreement, the Athletic Program will receive a Product Rebate including selected products from BSN. The Product Rebate will be selected from a list of products provided by BSN and subject to availability at the time of order. Product Rebates are available after the requirements below

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
TRACK & FIELD
STRENGTH & FITNESS
WRESTLING
SPORTS MED
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SCOREBOARDS
BENCHES & BLEACHERS
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AQUATICS



are met and must be utilized during each school budget year. All Product Rebates will be redeemed in May and June. A Product Rebate balance does not carry over from year to year.

The product rebate will be a percent of the total spend for each year of the agreement. This rebate will be used on BSN Product and Nike Promotional Items.

Annual Spending Level	Annual Rebate Amount:
\$200,000 +	15% of annual spend; 50% in Nike Team Stock apparel and 50% in BSN Sports equipment at catalog price.
\$150,000-\$199,999	13% of annual spend; 50% in Nike Team Stock apparel and 50% in BSN Sports equipment at catalog price
\$100,000-\$149,999	12% of annual spend; 50% in Nike Team Stock apparel and 50% in BSN Sports equipment at catalog price
\$50,000-\$99,999	10% of annual spend; 50% in Nike Team Stock apparel and 50% in BSN Sports equipment at catalog price

- 6. BSN/IMPACT BRANDING:** Varsity Brands will provide a one-time \$12,500 Branding Package to be spend in year one.
- 7. BSN SPORTS Service Promise:** BSN SPORTS will provide a dedicated sales professional (“BSN SPORTS Representative”) to conduct bi-weekly on-site visits to School throughout the term of this Agreement. BSN SPORTS Representative will be responsible for showing product samples, communicating order deadlines and providing 24-hour response for all questions and concerns. BSN SPORTS will also carry a minimum of \$25 Million dollars of NIKE product at any given time.

Terms and Conditions:

- 1. Exclusive Supplier.** School will use BSN SPORTS as their exclusive supplier for any and all of its athletic apparel, footwear, and equipment needs. It is also agreed that School will adhere to the BSN SPORTS product planning calendar to help ensure availability and delivery in a timely manner.
- 2. NIKE Apparel at Events.** School’s coaching staff and athletes will only wear NIKE branded footwear and apparel at competitions whenever possible.
- 3. Purchase of NIKE & Other Products.** School shall notify its athletes that My Team Shop, which is operated and owned by BSN SPORTS, will serve as the online purchasing site for all additional NIKE products purchased directly by athletes, as well as their family and friends. School cannot guarantee that athletes and their family and friends will exclusively use the My Team Shop to purchase NIKE products. Each sport will offer at least one My Team Shop opportunity to their student athlete families/fans/alumni per year throughout length of agreement.

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4. **Promotion.** School will promote this partnership through public announcements at events and signage (provided by BSN SPORTS) at football, basketball, baseball games and any other sporting event. A ½ page advertisement supplied by BSN SPORTS shall appear in School's media guide distributed or displayed at any such event. Also, BSN SPORTS will receive: (i) two (2) tickets or passes, as applicable, to all School athletic games, competitions, and tournaments or similar events, and (ii) one (1) vendor / athletic parking pass for use by the BSN SPORTS Representative for sales calls, meetings, presentations and campus visits. BSN SPORTS will receive 1 free hole sponsorship and foursome at one of the district's golf outing. Static logos for BSN SPORTS & NIKE to appear on banner of athletic department website as the official supplier.
5. **Payment Terms.** School must be current on all payment obligations to BSN SPORTS to be eligible for all promotional products and rebates. Payments will be made within thirty (30) days of purchases unless alternate payment arrangements have been made and agreed to in writing by both parties.
6. **Additional Charges.** Decoration charges (including charges for embroidery and screen printing) are extra.
7. **Exclusions.** Products sold through Varsity Brands companies, Varsity Spirit & Herff Jones, will not be included in spending level totals.
8. **Freight and Shipping.** School is responsible for freight on all truck items.
9. **Term of Agreement.** The term of this Agreement shall be for one (1) year, beginning on July 1, 2021, and continuing through June 30, 2022 (the "Initial Term" unless earlier terminated in accordance with this Agreement. This Agreement may be renewed by the parties for 4 additional one-year terms each year (each a "Renewal Term" and together with the Initial Term, the "Term"); provided that: (i) School may solicit offers from competitors of BSN SPORTS for the provision of apparel, footwear, and equipment to commence after the Initial Term or then-current Renewal Term until six months prior to the expiration of the Initial Term or such Renewal Term (the "Shopping Period"); (ii) should School receive an offer during the Shopping Period, School shall communicate such offer to BSN SPORTS and provide BSN SPORTS with the opportunity to match such terms in the following Renewal Term. In any event, the parties may renew this Agreement in writing signed by both parties no later than ninety (90) days before the expiration of the Initial Term or then-current Renewal Term.
10. **Force Majeure Event:** Neither party shall be liable to the other for any costs or damage (including consequential and liquidated damages), arising out of delay or nonperformance under this Agreement arising, directly or indirectly, out of a Force Majeure Event including, without limitation, strike, work stoppage, fire, earthquake, flood, windstorm, riot, accident, acts of war or terrorism, civil or military disturbances, pandemic, nuclear or natural catastrophes or acts of God, court order or injunction, an order or directive restricting action by a relevant governmental authority, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services,

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or any other similar event that is beyond the reasonable control of the parties. The parties agree and acknowledge that, in no event, shall additional expenses or other adverse financial conditions be deemed a Force Majeure Event. Upon such Force Majeure Event, the inability to comply with any term of this Agreement shall be excused and either party shall be released from all current and future obligations under the Agreement provided that (i) written notice setting forth in detail the nature of the Force Majeure Event is given by such party to the other party as soon as such party is aware of the Force Majeure Event; and (ii) such party shall use all commercially reasonable efforts to minimize the extent of delay or nonperformance caused by the Force Majeure event.

Upon a Force Majeure event, the parties will make a good faith effort to reschedule the event as set forth herein at a mutually agreeable date and time. Any deposits will be applied to the rescheduled event; or will be fully refunded if the event is not rescheduled.

- 11. COVID-19.** The parties acknowledge the ongoing risk and uncertainty regarding the impact of COVID-19 on their obligations under this Agreement. Notwithstanding the potential foreseeability of such impact, the parties acknowledge and agree that any actions taken by one party in response to or in compliance with recommendations, guidance, orders or other actions or directives of governmental or other applicable authorities with expertise in infectious diseases (e.g., WHO, CDC, NIAID, etc.) pertaining to COVID-19 shall constitute a Force Majeure event under this Agreement. In addition, if either party reasonably and in good faith determines that COVID-19 has made its obligations under this Agreement unworkable or overly burdensome, the affected party may terminate or postpone the Agreement without penalty, provided written notice is provided to the other party at least 30 days before the event.
- 12. Termination of Agreement.** If BSN SPORTS or School should fail to perform or be in breach of any of the warranties, representation, covenants or obligations contained in this Agreement, or anticipatorily breach this Agreement, and such default is not curable or such default is curable but remains uncured for thirty (30) days after written notice thereof has been given to the defaulting party, the other party, at its sole election, may immediately terminate this Agreement with written notice to the defaulting party.
- 13. Confidentiality.** Excluding disclosures made to attorneys, auditors, or other third-party consultants, the terms and conditions of this Agreement are absolutely confidential between the parties and shall not be disclosed to anyone else, except as shall be necessary to effectuate its terms. Any disclosure in violation of this section shall be deemed a breach of this Agreement.
- 14. Severability.** Should any provision of this agreement be found to be invalid, illegal, or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions hereof.
- 15. Non-waiver.** Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

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16. Headings. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

17. Assignments. Except for assignments pursuant to a Change of Control, this Agreement is not assignable in whole or in part by either party without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld, but is binding on any corporate successor of either party. As used herein, a "Change of Control" means a merger, sale, transfer, or other disposal of all or substantially all of the assets of the assignee or its ultimate direct or indirect parent corporation or holding company in one or more transactions.

18. Notices. Any notice or other communication provided under this Agreement will be in writing and will be effective either when delivered personally to the other party, or five (5) days following deposit into the United States mail (certified mail, return receipt requested), or upon overnight delivery service (with confirmation of delivery), addressed to such party at the address set forth herein, or upon electronic delivery by confirmed means.

If to BSN SPORTS:
BSN SPORTS, LLC
14460 Varsity Brands Way
Farmers Branch, TX 75244
ATTN: RUSTY ZUMWALT

With a copy to:
Varsity Brands, LLC
14460 Varsity Brands Way
Farmers Branch, TX 75244
ATTN: Chief Legal Officer

If to School:
[INSERT]

19. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Oklahoma.

20. Modification of Agreement. This document contains the entire Agreement between the parties and may not be changed, modified, amended, or supplemented except by express written agreement signed by both parties.

This Agreement is made and entered into by and between the parties this ____ day of January 2021.

Signed: _____

Director of Athletics
SAPULPA HIGH SCHOOL
Name



BSN SPORTS™

Signed: _____

Business Office,
SAPULPA HIGH SCHOOL
Name

Signed: _____

VICE PRESIDENT

Signed: _____

REGIONAL SALES DIRECTOR

CONFIDENTIAL

- FOOTBALL
- BASKETBALL
- VOLLEYBALL
- SOCCER
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- LACROSSE
- TENNIS
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The Honorable
J. Kevin Stitt
Governor

Amber Sharples
Executive Director

Ann Neal
Chair
Miami

Darlene Parman
Vice-Chair
Oklahoma City

Charles Moore
Secretary
Muskogee

Melinda Adwon
Tulsa

Kristie Buegler
Oklahoma City

Deanna Cardenas
Edmond

Tracie Chapman
Mansville

Sangita Patel Chatterjee
Broken Arrow

Graham Colton
Oklahoma City

Becky Frank
Tulsa

Stephanie Grober
Tulsa

Fred Hall
Oklahoma City

Shelley Phillips
Tulsa

Kim Rainbolt
Oklahoma City

Regina Turrentine
Ardmore

July 1, 2020

Dear Grant Applicant,

Thank you for submitting a FY2021 grant proposal to the Oklahoma Arts Council. We are pleased to inform you that your organization will be receiving a grant award. This letter serves as your official award notification.

In order to accept this grant award, your organization's designated Authorizing Official must access the Oklahoma Arts Council online grant system with their unique login credentials to view and electronically accept the terms of the grant contract. All grant contracts must be accepted within 30 days of receiving this notification.

Within the grant system, you will be able to see important dates and deadlines for managing your grant award. Before we can issue a grant payment, a final report with corresponding support material must be completed and submitted within 30 days following the project end date. The Council reserves the right to reduce or cancel a grant award if the deadline or grant criteria is not met.

Please contact us if you have questions or concerns. Our Grants Director, Thomas Tran, can be reached at (405) 521-2041 or thomas.tran@arts.ok.gov.

Thank you for all that you do to serve your community through the arts.

Sincerely,

Amber Sharples
Executive Director