

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 10/7/2021

Contract/Agreement Vendor: **Hazelden Publishing - Christine Massey**
Name of Vendor & Contact Person
CMassey@hazeldenbettyford.org
Vendor Email Address
See attached memo.

Summary

Secondary Students

Reason/Audience to benefit

10/11/2021

BOE Date

2655.00

Amount of agreement

Person Submitting Contract/Agreement for Review: Rachel Kaiser

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: Theri Dye

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin: _____

Leadership Team Member: Theri Dye

Funding Source: 11/ 552 _____
Fund/Project OCAS Coding

Consent Item: Accept and approve the NEW/RENEWAL agreement between Broken Arrow Public Schools and the vendor listed above. (ie. New fiscal year &/or Renewal services)

Action Item: Discussion, motion and vote on motion to approve or disapprove the NEW agreement between Broken Arrow Public Schools and the vendor listed above. (ie. Purchase over \$50,000 &/or new service)

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: Dr. Janet Vinson
From: Karla Dyess
Date: 10/7/2021
Re: Hazelden Publishing - Lifelines

SUBJECT

Accept and approve the New agreement between Broken Arrow Public Schools and Hazelden Publishing for 1 year in the amount of \$2655.00 to be paid with Title Funds. J. Brassfield

SUMMARY

Lifelines is a comprehensive, schoolwide suicide prevention program for middle and high schools. The goal of the program is to promote a caring, competent school community in which help-seeking is encouraged and modeled and suicidal behavior is recognized as an issue that cannot be kept secret. Lifelines aims to increase the likelihood that school staff and students will be able and willing to identify at-risk youth when they encounter them, provide an appropriate initial response, and obtain help.

FUNDING

Title Funds

ENCLOSURES/ATTACHMENTS

Quote
Terms and Conditions

RECOMMENDATION

Approve



P.O. Box 176 Center City, MN 55012-0176

For Inquires:
 800-328-9000 toll free for all US & Canada
 651-213-4000 ext. 4699 for all other countries
 Hazelden.org/bookstore

Quotation

PAGE	PAYMENT TERMS	EXPIRE DATE	SALES REP	CUSTOMER PO
1 of 9	NET 30	09-OCT-2021	MASSEY, CHRISTINE LENORE	
QUOTE NUMBER	CUSTOMER NUMBER	AMOUNT		
1089386	368782	2,655.00		

SHIP TO

RACHEL KAISER
 BROKEN ARROW PUBLIC SCHOOLS
 701 S MAIN ST
 BROKEN ARROW, TULSA OK 74012

BILL TO

BROKEN ARROW PUBLIC SCHOOLS
 601 S MAIN ST
 BROKEN ARROW, WAGONER OK 74012

LINE	QUANTITY	ITEM NUMBER	ITEM DESCRIPTION	UNIT PRICE	UNIT ADJUSTMENT	NET PRICE	NET TOTAL
1	9	SE-4888	Lifelines Trilogy On Demand One Year Subscription	295.00	0.00	295.00	2,655.00

LIST PRICE	ADJUSTMENT	SELLING PRICE	SHIPPING/ HANDLING	TAX	TOTAL (USD)
2,655.00	0.00	2,655.00	0.00	0.00	2,655.00

Terms And Conditions

1. On-Demand Electronic Core and Supplemental Subscription Agreement

This agreement ("Agreement") is made and entered into on the Fifth day of October, 2021 ("Effective Date") by and between BROKEN ARROW PUBLIC SCHOOLS("Subscriber"), and Hazelden Betty Ford Foundation, a Minnesota non-profit corporation. ("Hazelden").

- A. Subscriber or Subscriber's responsible party desires to purchase from Hazelden electronic access to certain materials for use by the schools identified on Exhibit A herein.
- B. Hazelden agrees to provide the written materials and videos on a Web-based platform for electronic use by Subscriber's authorized users subject to the terms and conditions of this Agreement and terms and conditions provided on the Web-based platform.

Now therefore, in consideration of the mutual benefits and consideration set forth herein, the parties agree as follows:

2. Scope of Subscription

Under this Agreement, Subscriber and its authorized user are granted a non-exclusive, non-refundable, revocable, non-transferable right to electronically access and use the Materials set forth in Exhibit B ("Materials"). Only the Subscriber and its authorized users set forth in Exhibit A ("Authorized Users") are granted permission to electronically access and use the Materials in accordance with the terms of this Agreement.

3. Access to Material

- (a) Subscriber shall be granted electronic access to the Materials from a Web-based platform provided by Hazelden for purposes of allowing Subscriber's Authorized Users to electronically access and print the Materials solely for their own use by one of the following methods (i) being given protected passwords (ii) providing Hazelden with Subscriber's IP Addresses, which will be a range or range of IP addresses that will be allowed access, or (iii) by providing Hazelden with a password protected referral URL that will link to the Web-based platform and will be posted on a private location. A Subscription is required for each building that will access the content of the Subscription. Users may access the Subscription content on mobile devices when used within each building that has a Subscription, but Subscription Users can not use mobile devices to access Subscription content when not within a building with a Subscription. Authorized Users may access the Materials as often as necessary during the term of the Agreement. Subscriber shall be responsible for setting up password protected access, if applicable, or instructing users on access method within the Web-based platform for individual users or user groups (i.e., each school building), to be identified at their discretion based on the number of licenses purchased. By doing so, Subscriber shall allow individual Authorized Users to view and print the Materials for their own use.
- (b) Authorized Users may view and print the Materials only for their own use in accordance with the terms and conditions of this Agreement. Subscriber shall require each Authorized User to acknowledge and agree to abide by the following: (i) comply with all copyright protections (ii) agree to remove all electronic copies on local networks, computers or other devices and destroy all printed copies, if the electronic subscription is not renewed (iii) agree not to redistribute the Materials, in whole or in part, outside of the school or building (i.e., access may not be given to parents/caregivers or anyone else outside of the school or building) (iv) agree to allow only Authorized Users designated by each school or building to copy, distribute or use the Materials, and (v) agree not to alter or modify the Materials.

4. Prohibited Uses

Subscriber and Authorized Users may not access, upload, download, photocopy, reproduce, display, make available or use the Materials either electronically or in printed form for the following uses without the express, written permission of Hazelden:

- a. sell, resell, license, sublicense, lend, lease, give, assign, provide or otherwise transfer the Materials or any rights granted under this Agreement to any persons or entities who are not Authorized Users of Subscriber;
- b. alter, modify, repackage or adapt the Materials for any purpose; or use the Materials for any for-profit or commercial purposes, including, but not limited to the sale of all or any part of the Materials, or bulk reproduction or distribution of the Materials in any form.

The Subscriber understands, acknowledges, and agrees that Subscriber is solely responsible for any Authorized User's breach of Section 2 and 3 of this Agreement and shall, within 30 days of an identified breach or unauthorized use, pay an additional subscription fee for each unauthorized use in the amount of 300% of the subscription fees set forth in Exhibit C in addition to any other damages, costs or expenses incurred by Hazelden in enforcing its rights under this Agreement. Further, Subscriber understands, acknowledges, and agrees that Hazelden shall have the right, pursuant to Section 5 below, to immediately terminate this Agreement upon Subscriber's or any authorized users' breach of any of the terms or conditions of this Agreement. This section shall survive the expiration or termination of this Agreement.

5. Permitted Users

Subscriber must provide Hazelden with the names of all authorized schools or buildings. Subscriber shall notify Hazelden in writing of any changes to the authorized users set forth in **Exhibit A**. Access to the Web-based platform is restricted to school or building staff only. Parents/family caregivers or others outside of the school or building may not be given access. All changes to user access must be approved by Hazelden and if applicable, Hazelden will need to change assigned Usernames and Passwords if assignment has already been done. Once a school or building begins utilizing and printing the materials or the on-line surveys, if applicable, Subscriber cannot reassign use to another school or building in its place. Subscriber shall use reasonable precautions to prevent unauthorized use of the Materials including but not limited to, protection of user-specific access codes, protection of Web-based platform access, notifying users of the limitations and requirements of this Agreement, promptly notifying Hazelden of unauthorized use of the Materials and prompt removal of the Materials from the school district and individual school or building computers or networks and destroying all printed copies after the expiration or termination of this Agreement for any reason. This section shall survive the expiration or termination of this Agreement.

6. Term and Termination

The Agreement shall commence on the Subscription Start Date and be in effect for one year. Hazelden shall have the right to immediately terminate this Agreement upon Subscriber's or any authorized users' breach of any of the terms or conditions of this Agreement.

7. Renewal

Hazelden will contact Subscriber six (6) months prior to the subscription expiration date in an effort to renew. If a renewal agreement is not in place prior to the expiration of this Agreement, Subscriber must immediately remove Materials from all school district and individual school or building computers, cease use of the Materials and destroy all printed copies of the Materials. In addition, Subscriber must sign and return the *Materials Destroyed* form provided by Hazelden that certifies that all known copies have been destroyed.

8. Subscription Fees

Subscriber or Subscriber's responsible party shall pay a one year subscription fee, either in full or annually, as set forth herein. Subscription fees are due and payable within 30 days of the invoice date. Payment shall be remitted to the address on the invoice. Upon receipt of payment as outlined below and the signed agreement, Hazelden will provide access to the Web-based platform for the written materials and videos, and if applicable, access to the on-line survey site for use by Subscriber.

9. Intellectual Property Rights and Warranty

Hazelden warrants that it is entitled to grant the subscription rights to the Materials outlined in this agreement. Subscriber agrees that Hazelden is the owner of all rights, title and interest in and to the Materials and acknowledges that it has no claim to ownership by reason of its use or access to the Materials. All Materials are lawfully licensed to or owned by Hazelden and protected by the United States Copyright Laws and International Treaty provisions. Copying of the Materials is permitted only by the Subscriber and its Authorized Users for their own use in accordance with the terms and length of this Agreement.

10. Fidelity

Subscriber and its Authorized Users agree to use good faith efforts to implement the Materials as recommended to ensure the fidelity of these programs.

11. Limit of Liability

To the maximum permitted by applicable law, in no event shall Hazelden be liable for any direct, incidental, special or consequential, punitive or indirect damages or losses whatsoever (including, but not limited to, damages for loss of profits or loss of data or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other loss whatsoever), arising out of or in any way related to the Materials. Hazelden undertakes no responsibility for, and disclaims all liability arising from, any inability of Subscriber or Authorized User to access the Materials, unless such access failure is due to issues with Hazelden's Web-based platform. If the issues are due to this platform, and access is delayed for two weeks or more, Hazelden will extend the length of the subscription for the amount of time lost. This section shall survive the expiration or termination of this Agreement.

12. Technical Support

If Subscriber requires technical support due to issues with Hazelden's Web-based platform they should call 1-800-328-9000 or e-mail subscriptions@hazelden.org. If Subscriber requires technical support due to issues with the online survey, they should call 1-800-328-9000 or e-mail bullyingreports@hazelden.org.

13. Grant of Rights and Disclaimer of Warranties

The Materials are provided on an "as is" basis, and Hazelden disclaims any and all other warranties, conditions, or representations (express, implied, oral, or written) relating to the Materials or any part thereof, including without limitation, any and all results, implied warranties of quality, performance, compatibility, merchantability or fitness for a particular purpose. This section shall survive the expiration or termination of this Agreement.

14. General

- (a) *No Assignment.* Neither the Agreement nor any part of it may be assigned, sub licensed or transferred by Subscriber to a third party without Hazelden's prior written consent and an amendment to **Exhibit A** to be in effect and signed by both parties.
- (b) *Notices.* Except as otherwise provided, all notices, authorizations, and requests in connection with this Agreement shall be in writing.
- (c) *Entire Agreement.* This Agreement contains the entire understanding of the parties with respect to its subject matter and supersedes all prior oral or written proposals. No modification

of this Agreement is binding unless in writing and signed by both parties.

(d) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of Minnesota irrespective of any state choice of law requirements.

(e) *Severability.* If a particular provision of this Agreement is terminated or held by a court or competent jurisdiction to be invalid, illegal or unenforceable, the Agreement shall remain in full force and effect as to the remaining provisions.

(f) *Waiver.* The failure of any party hereto to enforce any provision of this Agreement, or any right with respect thereto, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provision, right, or election, or in any way affect the validity of this Agreement. The failure of any party hereto to enforce any provision, right or election shall not prejudice such party from later enforcing or exercising that provision, right, or election which it has under this Agreement.

(g) *No Partnership.* Neither this Agreement, nor any terms and conditions contained herein shall be construed as creating a partnership, joint venture, franchise or agency relationship between the parties.

15. Subscriber

By signing below you certify that you have read and agree to abide by the terms of the enclosed Agreement and are authorized to sign this Agreement on behalf of the Subscriber.
SUBSCRIBER

Subscriber Organization: BROKEN ARROW PUBLIC SCHOOLS

Authorized Signature: _____

Printed Name: STEVE MAJORS

Title of Authorized Signer: VICE PRESIDENT BOARD OF EDUCATION

Address:

601 S MAIN ST
BROKEN ARROW, OK 74012

Phone #: 918-2594300

E-mail: smajors@baschools.org

HAZELDEN BETTY FORD FOUNDATION

Authorized Signature: *Lenny Peterson* _____

Printed Name: Lenny Peterson

Title: Executive Director of Operations

16. Exhibit A

For purposes of this Agreement, Subscriber and Authorized Users shall mean the employees, faculty, and staff employed by or affiliated with the Subscriber and the Authorized Users set forth in this Exhibit A. Subscriber must notify Hazelden of all building names and of any changes to buildings. All changes and replacements must be approved by Hazelden.

Reference Document Number: Cart/Quote 1089386

Name of School District or Organization: BROKEN ARROW PUBLIC SCHOOLS

Contact Name for Agreement: RACHEL KAISER

Address:

701 S MAIN ST
BROKEN ARROW, OK 74012

Phone: -

Fax: -

E-mail: RKAISER@BASCHOOLS.ORG

Contact Details of Program Coordinator (Person who will be setting up Users and managing the subscription)

(1)

Name: JEAN BRASSFIELD

Address: 701 S MAIN ST BROKEN ARROW OK 740012

Phone: 918-259-5700

Fax:

Email: JBRASSFIELD@BASCHOOLS.org

Number of Schools: 8

Name of Schools:

1. BROKEN ARROW FRESHMAN ACADEMY 31 W NEW ORLEANS ST BROKEN ARROW OK 74011 Item(s): SE4888
2. BROKEN ARROW HIGH SCHOOL 1901 E ALBANY ST BROKEN ARROW OK 74012 Item(s): SE4888
3. BROKEN ARROW OPTIONS ACADEMY 412 E 9TH ST BROKEN ARROW OK 74012 Item(s): SE4888
4. CENTENNIAL MIDDLE SCHOOL 225 E OMAHA ST BROKEN ARROW OK 74012 Item(s): SE4888
5. CHILDERS MIDDLE SCHOOL 301 TUCSON ST BROKEN ARROW OK 70411 Item(s): SE4888
6. OLIVER MIDDLE SCHOOL 3100 W NEW ORLEANS ST BROKEN ARROW OK 74011 Item(s): SE4888
7. ONETA RIDGE MIDDLE SCHOOL 6800 E QUINCY PL BROKEN ARROW OK 74014 Item(s): SE4888
8. SEQUOYAH MIDDLE SCHOOL 2701 S ELM PL BROKEN ARROW OK 74011 Item(s): SE4888

17. Exhibit B

The Materials on Hazelden's Web-based platform include the following:

Lifelines Subscription:

- A. Lifelines: A Suicide Prevention Program with videos and supplemental resources (2 videos)
- B. Lifelines Intervention with video and supplemental resources
- C. Lifelines Postvention with supplemental resources

18. Exhibit C

Subscriber or Subscriber's responsible party shall pay to Hazelden the total one-year subscription fees of \$ 2,655.00 which must be paid per the following terms. There is no refund or rebate for partial years or if Subscriber or the Authorized Users elect not to use the Materials. The subscription payment will be paid as follows:

2021 - \$2655.00 due with 30 days of Effective Date

Number of Lifelines Annual Subscriptions: 9

Number of Subscription Lines: 1

- 1. SE4888: Lifelines Trilogy On Demand One Year Subscription

Subscription Start Date: 18-OCT-2021

Subscription End Date: 17-OCT-2022

BROKEN ARROW PUBLIC SCHOOLS Contact	Hazelden Foundation - OU Contact
Name: STEVE MAJORS	Name: MASSEY, CHRISTINE LENORE
Title: VICE PRESIDENT BOARD OF EDUCATION	Title: Sales Representative
Telephone:	Telephone: 16512134923
Fax:	Fax:
Email: smajors@baschools.org	Email: CMassey@hazeldenbettyford.org

End Of Report