



Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 05/21/2024

Contract/Agreement Vendor: Hazelden Publishing Lifelines/ Christine Massey
Name of Vendor & Contact Person
cmassey@hazeldenbettyford.org
Vendor Email Address
Lifelines subscription for school wide suicide prevention program for secondary school sites.
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.
BAPS Secondary Students
Reason/Audience to benefit
06/03/2024
BOE Date
\$ 2,950.00
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: [Signature]

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

Cabinet Team Member: [Signature]

Funding Source: [Blank]

Fund/Project

OCAS Coding

☒ Consent

☐ Action

Accept and approve RENEWAL agreement between Broken Arrow Public Schools and Hazelden Publishing for 1 year subscription beginning on July 1, 2024 and ending on June 30, 2025 in the amount of \$2950.00 to be paid with Federal Funds TBD. Lifelines is a comprehensive, school wide suicide prevention program for middle and high school students. The goal of the program is to promote a caring, competent school community in which help-seeking is encouraged, 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 them appropriate initial response, and obtain help.
R. Kaiser

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.

Quotation

PAGE	PAYMENT TERMS	EXPIRE DATE	SALES REP	CUSTOMER PO
1 of 9	NET 30	05-JUL-2024	MASSEY, CHRISTINE LENORE	
QUOTE NUMBER	CUSTOMER NUMBER		AMOUNT	
1200138	368782		2,950.00	



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

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

BILL TO

BROKEN ARROW PUBLIC SCHOOLS ISD
ACCOUNTS PAYABLE
701 S MAIN ST
BROKEN ARROW, TULSA OK 74012-5528

SHIP TO

RACHEL KAISER
BROKEN ARROW PUBLIC SCHOOLS ISD
FEDERAL PROGRAMS
701 S MAIN ST
BROKEN ARROW, TULSA OK 74012-5528

LINE	QUANTITY	ITEM NUMBER	ITEM DESCRIPTION	UNIT PRICE	UNIT ADJUSTMENT	NET PRICE	NET TOTAL
1	10	SE4888	Lifelines Trilogy On Demand One Year Subscription	295.00	0.00	295.00	2,950.00

LIST PRICE	ADJUSTMENT	SELLING PRICE	SHIPPING/ HANDLING	TAX	TOTAL (USD)
2,950.00	0.00	2,950.00	0.00	0.00	2,950.00

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 the term outlined within Exhibit C. 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 the 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 their 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.

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.

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 Hazeliden of all building names and of any changes to buildings. All changes and replacements must be approved by Hazeliden.

Reference Document Number: Cart/Quote 1200138

Name of School District or Organization: BROKEN ARROW PUBLIC SCHOOLS ISD

Contact Name for Agreement: RACHEL KAISER

Address:

FEDERAL PROGRAMS
701 S MAIN ST
BROKEN ARROW, OK 74012-5528

Phone: -

Fax: -

E-mail: RKKAISER@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 74012

Phone: 918-259-5700

Fax:

Email: JBRASSFIELD@BASCHOOLS.org

Number of Schools: 10

Name of Schools:

1. BA Options Academy 412 S 9th ST, Broken Arrow, OK 74012 Item(s): SE4888
2. Broken Arrow Freshman Academy 301 W New Orleans, Broken Arrow, OK 74011 Item(s): SE4888
3. Broken Arrow High School 1901 E Albany, Broken Arrow, OK 74012 Item(s): SE4888
4. Centennial Middle School 225 E Omaha, Broken Arrow, OK 74014 Item(s): SE4888
5. Childers Middle School 301 E Tucson, Broken Arrow, OK 74011 Item(s): SE4888
6. Early College High School 3100 New Orleans ST, Broken Arrow, OK 74014 Item(s): SE4888
7. Oliver Middle School 3100 W New Orleans, Broken Arrow, OK 74011 Item(s): SE4888
8. Oneta Ridge Middle School 6800 E Quincy Place, Broken Arrow, OK 74014 Item(s): SE4888
9. Sequoya Middle School 2701 S Elm, Broken Arrow, OK 74012 Item(s): SE4888
10. Vanguard Academy 3000 E Albany ST, Broken Arrow, OK 74012 Item(s): SE4888

18. Exhibit C

Subscriber or Subscriber's responsible party shall pay to Hazelden the total subscription fees of \$ 2,950.00 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:

2024 - \$2950.00 due with 30 days of Effective Date

Number of Lifelines Annual Subscriptions: 10

Number of Subscription Lines: 1

1. SE4888: Lifelines Trilogy On Demand One Year Subscription

Subscription Start Date: 01-JUL-2024

Subscription End Date: 30-JUN-2025

BROKEN ARROW PUBLIC SCHOOLS ISD Contact		Hazelden Foundation - OU Contact	
Name:	RACHEL KAISER	Name:	MASSEY, CHRISTINE LENORE
Title:	DIRECTOR OF SOCIAL & EMOTIONAL LEARNING	Title:	Sales Representative
Telephone:		Telephone:	17604236746
Fax:		Fax:	
Email:	RKAISER@BASCHOOLS.ORG	Email:	CMassey@hazeldenbettyford.org

End Of Report