

BARR SUBSCRIPTION AGREEMENT

THIS BARR SUBSCRIPTION AGREEMENT (this “Agreement”) is made and entered into as of May 26, 2022, by and between Hazelden Betty Ford Foundation, a Minnesota nonprofit corporation, with an address of 15251 Pleasant Valley Road, Center City, MN 55012 (“HAZELDEN BETTY FORD”) and **Oakland Military Institute College Preparatory Academy**, a district charter, with an address of **3877 Lusk St., Oakland, CA 94608** (“CLIENT”).

RECITALS

- A. HAZELDEN BETTY FORD offers and makes available to secondary schools subscription(s) for the implementation of the BARR Secondary Model (as more fully described on Exhibit A attached hereto).
- B. CLIENT wishes to purchase from HAZELDEN BETTY FORD subscription(s) to the BARR Secondary Model, for implementation, at CLIENT’s school facility at **Oakland Military Institute College Preparatory Academy, 3877 Lusk St., Oakland, CA 94608**.

IN CONSIDERATION of the mutual promises and agreements set forth below, HAZELDEN BETTY FORD and CLIENT agree as follows:

1. Subscription. CLIENT hereby purchases subscription(s) to the BARR Secondary Model (“BARR Model”) on the terms set forth herein and on Exhibit A attached hereto (“Subscription” or “Subscriptions(s)”). HAZELDEN BETTY FORD shall perform the services (“Services”) and provide the materials (“BARR Materials”) identified on Exhibit A in connection with the Subscription(s) and the implementation of the BARR Model for CLIENT, in accordance with the specifications and schedule set forth on Exhibit A. HAZELDEN BETTY FORD may engage subcontractors to perform certain of the Services in connection with the implementation of the BARR Model under the Subscription, as determined by HAZELDEN BETTY FORD.

2. Electronic Access to BARR Materials. The Subscription includes electronic access to the BARR Secondary Materials (“BARR Materials”) through the HAZELDEN online platform (“Online Platform”). HAZELDEN BETTY FORD hereby grants to CLIENT and the faculty and staff members located at the Facility and designated by CLIENT (“Authorized Users”) a non-exclusive, non-refundable, revocable, non-transferable right to electronically access, view and print the BARR Materials through the Online Platform, solely for their own use and not for redistribution or any other use, subject to the following terms, conditions and restrictions:

- i. CLIENT and its Authorized Users will not access, upload, download, photocopy, reproduce, display, make available or otherwise use the BARR Materials for any use or purpose other than for and in connection with the internal implementation of the BARR Model at the Facility.
- ii. CLIENT and its Authorized Users will not sell, resell, license, sublicense, lend, lease, give, assign, provide or otherwise transfer the BARR Materials or any rights granted under this Agreement to any other persons or entities.
- iii. CLIENT and its Authorized Users will not alter, modify, repackage or adapt the BARR Materials for any purpose; or use the BARR Materials for any for-profit or commercial

purposes, including, but not limited to the sale of all or any part of the BARR Materials, or bulk reproduction or distribution of the BARR Materials in any form.

CLIENT and its Authorized Users will be given access to the BARR Materials through the Online Platform by a registration/redemption code that will allow each Authorized User to create their own account. Ongoing access method will be managed by each Authorized User logging in with a protected password that is created by each Authorized User. CLIENT will be responsible for instructing Authorized Users on the use of the access method or methods selected by CLIENT.

CLIENT must purchase a Subscription for each Facility where CLIENT wishes for Authorized Users to have access to the BARR Materials. CLIENT cannot reassign the Subscription for a Facility to another facility, and will instead be required to purchase an additional Subscription for any such other facility. CLIENT and its Authorized Users may access the BARR Materials through the Online Platform as often as necessary during the term of this Agreement, subject to unavailability during periods of server maintenance or for any reason beyond the control of HAZELDEN BETTY FORD.

CLIENT shall use reasonable precautions to prevent unauthorized access to or use of the BARR Materials, including, but not limited to, protection of user-specific access codes, protection of Web-based platform access, and prompt removal and destruction of all copies of the BARR Materials from all of CLIENT's facilities, computers and networks upon the expiration or earlier termination of this Agreement for any reason. CLIENT shall advise Authorized Users that they are permitted to access, view and print the BARR Materials solely for and in connection with the internal implementation of the BARR Model at the Facility. CLIENT shall require each Authorized User to acknowledge and agree that he or she will: (i) comply with all copyright protections, and will not access, copy, distribute, display or otherwise use the BARR Materials other than in compliance with this Agreement; (ii) remove all electronic copies of the BARR Materials from all local networks, computers or other devices and destroy all printed copies, if CLIENT's Subscription terminates or expires and is not renewed; (iii) not allow any person other than CLIENT or another Authorized User (including, without limitation, any parent, guardian or other student caregiver) to access the BARR Materials, in whole or in part; and (iv) not alter or modify the BARR Materials.

CLIENT understands, acknowledges, and agrees that CLIENT will be solely responsible for any Authorized User's breach of any term of this Section 2 or for any reproduction, distribution, display or other use of the BARR Materials by an Authorized User in violation of this Section 2. CLIENT shall notify HAZELDEN BETTY FORD immediately upon becoming aware of any unauthorized access to or reproduction, distribution, display or other use of the BARR Materials, and will provide such assistance as may be requested by HAZELDEN BETTY FORD to stop such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials. CLIENT shall also be liable for any damages, costs or expenses incurred by HAZELDEN BETTY FORD in stopping such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials and in enforcing its rights under this Agreement. In the event of the breach of any term of this Section 2 by an Authorized User, or in the event of any security breach caused by CLIENT or any Authorized User, HAZELDEN BETTY FORD shall have the right to suspend access to the BARR Materials through the Online Platform for any or all Authorized Users until such breach has been cured.

HAZELDEN BETTY FORD represents and warrants that it or its licensor is the owner of the copyright in the BARR Materials and that the use of the BARR Materials by CLIENT and its Authorized Users as permitted hereunder will not subject CLIENT or any Authorized User to any claim of copyright infringement. HAZELDEN does not make any other representations or warranties with respect to the BARR Materials or their use.

3. Subscription Fee. The fee for the Subscription(s) purchased by CLIENT (“Subscription Fee”) is set forth on Exhibit B attached hereto. HAZELDEN BETTY FORD will issue invoices for payment of installments of the Subscription Fee annually and CLIENT shall pay each invoice within thirty (30) days after receipt.

4. Ownership. HAZELDEN BETTY FORD or its licensors will be and remain the owner of the copyright in and to the BARR Materials. CLIENT acknowledges that the BARR Materials are protected by copyright and any intellectual property or materials created in the performance of this Agreement, and CLIENT shall not reproduce, distribute or display any of the BARR Materials in any format or media other than as expressly authorized by HAZELDEN BETTY FORD.

5. No Payment. No payment or other consideration was provided by HAZELDEN BETTY FORD to CLIENT or any officer or other authorized party of CLIENT to induce CLIENT to enter into this Agreement.

6. Insurance. At all times during the term of this Agreement, HAZELDEN BETTY FORD will keep in force:

- i. Commercial General Liability. Commercial General Liability insurance including coverage for bodily injury and property damage with limits not less than \$2,000,000 each occurrence and \$4,000,000 annual aggregate.
- ii. Automobile Liability. Automobile Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- iii. Workers' Compensation. Workers' Compensation insurance as required by statute for all employers and employer's liability insurance with limits of not less than \$1,000,000 per incident.

The above insurance policies are issued by an insurance company authorized to do business in the State of Minnesota.

7. Data; Survey Results. HAZELDEN BETTY FORD or its subcontractors shall own all reports, survey results and data prepared, developed or collected in the performance of the Services hereunder, provided that (except in the course of performing Services for Client hereunder) HAZELDEN BETTY FORD shall not reproduce, publish, distribute, display or otherwise use any such reports, survey results or data other than in the aggregate and without any identifying information for CLIENT or for any student of CLIENT or any other individual to which any such reports, survey results or data relate.

8. Records of Students of CLIENT. Student educational records for students of CLIENT are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). CLIENT will not provide any student educational records to HAZELDEN BETTY FORD.

9. Record Retention and Audits. HAZELDEN BETTY FORD will retain all records relating to the Services performed for CLIENT under CLIENT's Subscription for a period of three (3) years after the expiration or earlier termination of this Agreement. Upon notice from CLIENT at any time during such three (3) year period, HAZELDEN BETTY FORD shall make available any such records for inspection, audit and copying by CLIENT and its designated agents and representatives.

10. E Verify. HAZELDEN BETTY FORD warrants that it will comply fully with all applicable federal

immigration laws and regulations that relate to their respective employees assigned to perform Services, including verification of employee eligibility through the e-verify program.

11. Nondiscrimination. HAZELDEN BETTY FORD will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act, in connection with the hiring, assignment and retention of their respective employees assigned to perform Services, including compliance with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

12. Background Checks. HAZELDEN BETTY FORD will require their respective employees assigned to perform Services to observe and comply with all applicable security procedures, rules, regulations, policies, and working hours and schedules of CLIENT. HAZELDEN BETTY FORD will obtain and provide background checks, including, without limitation, reference checks, screening and fingerprinting, for each employee assigned to perform Services. If any employee assigned by HAZELDEN BETTY FORD is unacceptable to CLIENT, HAZELDEN BETTY FORD will take appropriate corrective action, including but not limited to replacement of that employee with another employee who is acceptable to CLIENT.

13. Limitations on Liability. NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND, WHETHER IN CONTRACT, AGREEMENT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

14. Term. The term of this Agreement and the Subscription purchased by CLIENT is set forth in Exhibit B attached hereto.

15. Termination. Either party may terminate this Agreement if the other party breaches any term hereof and fails to cure such breach within thirty (30) days after written notice from the nonbreaching party. In the event of the termination of this Agreement, HAZELDEN BETTY FORD will immediately cease and direct any subcontractor of HAZELDEN BETTY FORD to cease performance of all services hereunder. In the event of the termination of this Agreement for any reason, CLIENT shall pay HAZELDEN BETTY FORD, a prorated amount for Services rendered prior to the date of termination. In the case of termination due to an uncured breach by HAZELDEN BETTY FORD, HAZELDEN BETTY FORD shall refund to CLIENT that portion of the Subscription Fee, if any, paid for Services which have not been rendered as of the date of termination.

16. Independent Contractor. Nothing in this Agreement shall be construed to create an employment relationship, partnership or joint venture between HAZELDEN BETTY FORD and CLIENT. HAZELDEN BETTY FORD shall be deemed to be at all times an independent contractor of CLIENT. HAZELDEN BETTY FORD shall be solely responsible for all compensation and benefits to be provided to their respective employees and for the withholding, deposit and payment of all applicable income, FICA, FUTA and other taxes due with respect to compensation paid to those employees. HAZELDEN BETTY FORD shall not at any time represent that it is any employee of CLIENT or that it is authorized to act on behalf of CLIENT. HAZELDEN BETTY FORD will be solely responsible for the withholding and deposit of all applicable income, FICA, FUTA and other taxes due with respect to all compensation paid to HAZELDEN BETTY FORD hereunder and for obtaining and maintaining any worker's compensation or other insurance as required by law.

17. Advertising: Use of Name. Unless this Agreement is terminated by CLIENT for an uncured breach by HAZELDEN BETTY FORD, HAZELDEN BETTY FORD and its subcontractors and agents may refer to CLIENT as a CLIENT of HAZELDEN BETTY FORD and as a subscriber to the BARR Model in any advertising or marketing materials or in any correspondence with other clients or potential clients. CLIENT acknowledges and agrees that it has no right to use HAZELDEN BETTY FORD corporate name or any derivations thereof, copyrights, logos, slogans, or other intellectual property, or to represent any ownership or joint venture with HAZELDEN BETTY FORD.

18. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede any and all prior negotiations, discussions or agreements, whether oral or written, with respect to the same subject matter. This Agreement may be modified or amended only by a writing signed by both parties.

19. Legal Notices. All notices under this Agreement shall be in writing and delivered by hand, delivered by a national overnight courier service (such as Federal Express) with confirmation of receipt, deposited, postage prepaid, in first-class United States Postal Service, registered and return receipt requested addressed as follows or to such other address as a Party may designate in writing in accordance with this Section:

HAZELDEN BETTY FORD: General Counsel
Hazelden Betty Ford Foundation
15251 Pleasant Valley Road, PO Box 11
Mailstop FO3
Center City, MN 55012

If to CLIENT:

Name/Title: Shawna Lipsey, BARR Coordinator/Student Services Coordinator, Oakland Military Institute College Preparatory Academy
Address: 3877 Lusk St., Oakland, CA 94608
Email: slipsey@omiacademy.org
Phone: (510) 594-3968

Notices, given under this Section shall be deemed given when received, for notices delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

20. CLIENT Contact. CLIENTS business office contact (for invoices and other communications relating to the Subscription Fee and processing for and payment of the Subscription Fee):

Name/Title: Vincent Salazar, CFO, Oakland Military Institute College Preparatory Academy
Address: 3877 Lusk St., Oakland, CA 94608
Email: vsalazar@omiacademy.org
Phone: (510) 594-3922

Invoices and any other communications given under this Section shall be deemed given when received, delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

21. Assignment. Neither party may assign this Agreement or any rights, obligations or duties hereunder without the prior written consent of the other party, except that HAZELDEN BETTY FORD may assign this Agreement in its entirety to any parent, subsidiary or related entity.

22. Waiver. The failure or delay of either party in enforcing any term or requiring any payment or performance hereunder shall not constitute a waiver of such term or requirement.

23. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the remainder of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

24. Governing Law. This Agreement is made in Minnesota and shall be governed by and construed in accordance with the laws of the State of Minnesota.

25. Survival. All provisions of this Agreement that anticipate performance after termination, and all provisions necessary to interpret and enforce them, will survive termination of this Agreement.

IN WITNESS WHEREOF, HAZELDEN BETTY FORD and CLIENT have entered into this Agreement as of the date first above written.

HAZELDEN BETTY FORD FOUNDATION

Joseph Jaksha
Publisher

Date

CLIENT

Name: Dr. Michael Dodson
Title: Superintendent

Date

EXHIBIT A

BARR Model Services Provided

Year 1:

- Two days of training on BARR Model implementation
- Weekly virtual coaching
- Four coaching visits
- Four comprehensive implementation reports
- Annual report: school report generated through the BARR National Database reflecting progress in implementation, academic, and behavioral outcomes
- Annual survey and analysis of teacher perceptions
- Annual survey and analysis of student perceptions
- BARR Coordinators' Professional Learning Community monthly peer-sharing webinar
- BARR Administrators' Professional Learning Community quarterly peer-sharing webinar
- BARR Educator Network membership
- BARR Secondary Model Implementation Manual: 3 hard copies and DVD/CD-ROMs
- I-Time Curriculum (Volume I): 20 hard copy editions with 37 classroom lessons
- I-Time classroom lessons: online access to Volumes I-III with 100+ lessons
- Online access to video trainings for school staff: Block Meetings, Risk Review Meetings, and I-Time Activities
- Individualized school profile website
- BARR member rate for National Conference registration
- Access to BARR Center communications support to highlight individualized school impacts through press and social media outreach and presentation opportunities
- Access to BARR online resource portal

Year 2:

- Two days of additional training
- Weekly virtual coaching
- Three coaching visits
- Three comprehensive implementation reports
- Annual report: school report generated through the BARR National Database reflecting progress in implementation, academic, and behavioral outcomes
- Annual survey and analysis of teacher perceptions
- Annual survey and analysis of student perceptions
- BARR Coordinators' Professional Learning Community monthly peer-sharing webinar
- BARR Administrators' Professional Learning Community quarterly peer-sharing webinar
- BARR Educator Network membership
- Online access to BARR Secondary Model Implementation Manual
- I-Time classroom lessons: online access to Volumes I-III with 100+ lessons
- Online access to video trainings for school staff: Block Meetings, Risk Review Meetings, and I-Time Activities
- Individualized school profile website
- BARR member rate for National Conference registration
- Access to BARR Center communications support to highlight individualized school impacts through press and social media outreach and presentation opportunities

- Access to BARR online resource portal

Year 3:

- Two days of additional training
- Weekly virtual coaching
- Three coaching visits
- Three comprehensive implementation reports
- Annual report: school report generated through the BARR National Database reflecting progress in implementation, academic, and behavioral outcomes
- Annual survey and analysis of teacher perceptions
- Annual survey and analysis of student perceptions
- BARR Coordinators' Professional Learning Community monthly peer-sharing webinar
- BARR Administrators' Professional Learning Community quarterly peer-sharing webinar
- BARR Educator Network membership
- Online access to BARR Secondary Model Implementation Manual
- I-Time classroom lessons: online access to Volumes I-III with 100+ lessons
- Online access to video trainings for school staff: Block Meetings, Risk Review Meetings, and I-Time Activities
- Individualized school profile website
- BARR member rate for National Conference registration
- Access to BARR Center communications support to highlight individualized school impacts through press and social media outreach and presentation opportunities
- Access to BARR online resource portal

Please note: In-person training sessions are limited to a maximum of 60 participants. Virtual training sessions are limited to a maximum of 90 participants. Training participant groups in excess of these numbers may be subject to additional fees as outlined on Exhibit B.

EXHIBIT B

Subscription Fee for single secondary school Subscription: \$160,040.00

Term: Three school years

Year 1: May 26, 2022 – June 30, 2023

Year 2: July 1, 2023 – June 30, 2024

Year 3: July 1, 2024 – June 30, 2025

Description of Service	Price Per School
Year 1	
BARR First Year Implementation Services	\$32,000.00
Building Assets Reducing Risks Complete Curriculum	\$2,000.00
Shipping Fee	\$40.00
BARR Service Delivery Fee Year 1	\$4,000.00
BARR Recurring Annual Services	\$16,666.67
\$54,706.67	
Year 2	
BARR Second Year Implementation Services	\$33,000.00
BARR Service Delivery Fee Year 2	\$3,000.00
BARR Recurring Annual Services	\$16,666.67
\$52,666.67	
Year 3	
BARR Third Year Implementation Services	\$33,000.00
BARR Service Delivery Fee Year 3	\$3,000.00
BARR Recurring Annual Services	\$16,666.66
\$52,666.66	
Total Fee Per School \$160,040.00	

Year 1 Services will be invoiced upon agreement effective date and services will begin immediately and continuously throughout the entire term of the agreement. Subsequent year fees will be invoiced on July 1st of each corresponding school year. For any in-person training session that exceeds the maximum participant numbers outlined within Exhibit A, an additional fee of \$3,000 will be applied to accommodate the required increase in training capacity to a maximum of 90 participants. Training groups in excess of 90 participants will be required to split into two training sessions and an additional fee of \$15,000 will be incurred. These additional fees will be invoiced upon training delivery separately from the annual subscription fees.

EXHIBIT C

CLIENT to provide tax exempt certificate (if applicable) and purchase order.