

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 5/16/2022

Contract/Agreement Vendor: BRITON EDUCATION / INSIGHTS TO BEHAVIOR
 Name of Vendor & Contact Person
 KENTON LEVINGS / kenton@insightstobehavior.com
 Vendor Email Address

Insights to Behavior is an annual online subscription that provides tools for teachers regarding behavior assessments and behavior plans in the classroom. Annual cost to the district is \$35,000.00 with the option of \$750.00 web training on how to use the program.

Summary
DISTRICT STUDENTS / STAFF

Reason/Audience to benefit

6/6/2022
 BOE Date

35,000.00
 Amount of agreement

Person Submitting Contract/Agreement for Review: DAYLENE THORNTON

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal **&/or** Director or Administrator: *Daylene Thornton*
Daylene Thornton | My 16, 2022 15:06 CDT

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

Leadership Team Member: *Karla Dyess*

Funding Source: BOND 102-1000-653-239-0000-000-799
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.



Insights to Behavior Proposal

Prepared by:
Kenton Levings

kenton@insightstobehavior.com

Prepared for:
Broken Arrow Public Schools
Daylene Thornton
Director of Special Needs
ddthornton@baschools.org

Briton Education dba Insights To Behavior

LICENSE AND SERVICE AGREEMENT

This License and Services Agreement is made on 05 / 16 / 2022 and entered between, **Briton Education LLC** an Oklahoma based company ("ITB") with principal offices at 6620 Acorn Dr, Oklahoma City, OK 73151 and Broken Arrow Public Schools with principal office at 701 South Main Street, Broken Arrow, OK 74012.

Licensee Information		Licensee Main Contact Information	
Entity Name:	Broken Arrow Public Schools	Contact Name(s):	Daylene Thornton
Address:	701 South Main Street Broken Arrow OK 74012	Contact Role:	Director of Special Needs
Account Phone:	9182595700	Phone(s):	9182595700
Account Website:	baschools.org	Contact Email:	ddthornton@baschools.org

ANNUAL LICENSE SUBSCRIPTION INFORMATION

Agreement Start Date: Jun 30, 2022

Agreement End Date: May 31, 2023

Name	Price	QTY	Subtotal
Insights to Behavior - DW Insights to Behavior - Districtwide include access to behavior plans, training workshops and teacher resources for everyone.	\$35,000.00	1	\$35,000.00
Web Training 1 Web Training Session	\$750.00	3	\$2,250.00
		Subtotal	\$37,250.00
		Discount	\$0.00
		Total	\$37,250.00

Any Special Terms:

Due Date: Upon Receipt

- Agreement Terms:**
- Prices guaranteed not to increase by more than 10% in each year of this agreement.
 - Fees due upon invoice unless otherwise specified.
 - Site licenses are transferable (from one site to another) at the start of each fiscal year with approval from ITB

Licensee shall pay all sales, use and excise taxes, and all other taxes, duties, and, if applicable, levies on imports or exports relating to, or under, this Agreement (exclusive of taxes based on ITB's net income), unless Licensee is exempt from the payment of such taxes and provides ITB or one of its partner organizations with evidence of such exemption. All amounts in this Agreement and any Exhibits included are in US dollars and payable in US dollars. Cancellation of pre-paid agreements will result in full price subscription fees being charged.

By signing below you certify that you have read and agree to the Terms and Conditions and any Addendums of this License and Services Agreement and you further certify that you are authorized to sign this Agreement on behalf of

the Subscribing Institution and are hereby committing the Licensee Institution to be bound by this Agreement. **Please return a signed copy to: ITB/Insights To Behavior - Fax: 800-507-2881.**

By signing this agreement, I agree to all Terms and Conditions of this License and Service Agreement

Licensee/Customer

Name (Print): _____ Title (Print): _____

Date of Signing: _____ Signature: _____

LICENSE GRANT

The license(s) granted under this Agreement are expressly conditioned on the Licensee's compliance with each of the following conditions:

- a. Only a Licensee staff member who has been provided with a user ID and password is authorized as an "Authorized User" to use Insights To Behavior from any point of access to the Internet.
- b. Authorized Users may use INSIGHTS TO BEHAVIOR with codes provided by ITB, to gain entry into INSIGHTS TO BEHAVIOR for which they have been licensed and neither the Licensee nor any Authorized Users may copy any portion of the INSIGHTS TO BEHAVIOR content except for purposes of creating training materials for internal district use to train users to operate the application.
- c. The Licensee may not copy any portion of INSIGHTS TO BEHAVIOR content, or allow any Authorized Users to copy any portion of INSIGHTS TO BEHAVIOR content, unless expressly permitted in writing by ITB.
- d. Only Licensee and Licensee's Authorized Users are permitted to access INSIGHTS TO BEHAVIOR. Licensee shall assure that all use by Authorized Users of INSIGHTS TO BEHAVIOR shall be pursuant to the terms and conditions of this Agreement.
- e. Licensee may not resell, transfer, assign, sublicense, pledge, lease, rent or share INSIGHTS TO BEHAVIOR or their rights to access INSIGHTS TO BEHAVIOR hereunder or disclose any portion of INSIGHTS TO BEHAVIOR content to any third party, unless expressly permitted under this Agreement or with prior written permission from ITB.
- f. Licensee shall comply to the terms as they appear in this agreement and not change, modify, disassemble, decompile, "unlock," reverse engineer or in any manner decode the system.
- g. This Agreement will be governed by the laws of Oklahoma without regard to its conflict of laws principles. The parties waive all rights to object to venue in said courts. In the event that any provision or provisions of this Agreement will be held to be unenforceable, this Agreement will continue in full force and effect without said provision and will be interpreted to reflect the original intent of the parties.

The data used in the Licensee's application of the INSIGHTS TO BEHAVIOR software is the exclusive property of the Licensee. ITB will not use any of this data, outside of supporting the Licensee's, without written permission from

Licensee. In addition ITB will take reasonable steps, consistent with the sensitivity of the data, and to be consistent with ITB's Privacy Policies.

Purchase Order Details

Briton Education dba Insights to Behavior

6620 Acorn Dr

Oklahoma City, OK 73151

email: accounting@insightstobehavior.com or your account manager

Fax: 800-507-2881

Key Contacts

COMPANY INFORMATION

Company Name Broken Arrow Public Schools
Street Address 701 South Main Street
City Broken Arrow
State/Province OK
Zip 74012
Company Phone 9182595700
Web Address baschools.org

INVOICING

Contact name for invoicing
Email for invoicing
Phone for invoicing

IMPLEMENTATION POINT PERSON

Who on your team will lead implementation
Title
Email
Work Phone
Cell Phone