

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 4/24/2024

Contract/Agreement Vendor:
Name of Vendor & Contact Person

Vendor Email Address

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.

Reason/Audience to benefit

BOE Date Amount of agreement
\$43,250.00

Person Submitting Contract/Agreement for Review:

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal **&/or** Director or Administrator:
D23EAE1B28D6C0BCF621A58F055F8AC7 readySign

Does this Contract/Agreement utilize technology? YES/NO
 If yes, Technology Admin:
6FC0D1A830DC2317E9D011C8B769FBA0 readySign

Cabinet Team Member:
F2E63BEAAE31AA47112F240E69DA8A9F readySign

Funding Source:
Fund/Project OCAS Coding

- Consent**
- Action**

RENEWAL QUOTE annual online subscription to Insights to Behavior. Insights provides access to online tools to help in identifying and accommodating behavior issues in the classroom by providing data tracking and the development of FBA and behavior plans. The system is available to all teachers and administrators within the district. Annual cost to the district is ~~\$35,000.00~~ with the option to add either onsite or web training and will be paid using bond funds. - D. Thornton *1st year of a 5 year agreement*

\$43,250.00

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.



Broken Arrow Public Schools - 5 Yr

Prepared by:

Kenton Levings

kenton@insightstobehavior.com

Prepared for:

Broken Arrow Public Schools
701 South Main Street
Broken Arrow, OK 74012
United States

Briton Education dba Insights To Behavior

LICENSE AND SERVICE AGREEMENT

This License and Services Agreement is made on April 30, 2024 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:	Broken Arrow OK 74012	Contact Role:	Director of Special Needs
Account Phone:	(918) 259-5757	Phone(s):	(918) 259-5757
Account Website:	baschools.org	Contact Email:	ddthornton@baschools.org

ANNUAL LICENSE SUBSCRIPTION INFORMATION

Agreement Start Date: July 1, 2024

Agreement End Date: June 30, 2029

Offering	Quantity	Unit Price	Extension
Insights to Behavior - DW Insights to Behavior - Districtwide Annual Subscription includes Unlimited Behavior Plan Licenses/Student Cases and Unlimited Access to Professional Development Workshops and Resources.	1	\$35,000.00 / year	\$35,000.00 / year for 5 years
On-Site Training 1 On-Site Product Training Session	4	\$1,500.00 / year	\$6,000.00 / year for 5 years
Webinar Training 1 Interactive Webinar Product Training Session, Approximately 3 Hours in Length	3	\$750.00 / year	\$2,250.00 / year for 5 years
Annual subtotal			\$43,250.00
Total			\$43,250.00

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
Account Website:	baschools.org

Any Special

Terms:

Agreement Terms:

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

Signature

5.6.2024

Date

Steve Allen

Printed name

BoE President