



Insights to Behavior Proposal

Prepared by:
Blythe Adreon

badreon@insightstobehavior.com

Vendor's proposed Purchase Order terms rejected to the extent inconsistent with School Board's purchasing instructions. Purchase subject to terms of School Board Standard Addendum.
<http://www.hernandoschools.org/departments/purchasing/vendor-information>

Prepared for:
Hernando County Public Schools
Kelly Downey

Coordinator -Exceptional Student Education
downey_k@hcsb.k12.fl.us

Briton Education dba Insights To Behavior

LICENSE AND SERVICE AGREEMENT

This License and Services Agreement is made on 04 / 28 / 2022 and entered between, **Briton Education LLC** an Oklahoma based company ("ITB") with principal offices at 6620 Acorn Dr, Oklahoma City, OK 73151 and Hernando County Public Schools with principal office at 919 N BROAD ST, BROOKSVILLE, FL 34601.

Licensee Information		Licensee Main Contact Information	
Entity Name:	Hernando County Public Schools	Contact Name(s):	Kelly Downey
Address:	919 N BROAD ST BROOKSVILLEFL34601	Contact Role:	Coordinator -Exceptional Student Education
Account Phone:	(352)797-7000	Phone(s):	(352)797-7000
Account Website:	hcsb.k12.fl.us	Contact Email:	downey_k@hcsb.k12.fl.us

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ANNUAL LICENSE SUBSCRIPTION INFORMATION

Agreement Start Date: June 30, 2023

Agreement End Date: July 1, 2024

Offering	Quantity	Unit Price	Extension
Insights to Behavior -District Wide Insights to Behavior - Districtwide include access to behavior plans, training workshops and teacher resources for everyone.	1	\$68,700.00	\$68,700.00
Onsite Training Onsite training that includes one trainer for up to 8 hours. This price includes all travel expenses.	1	\$2,500.00	\$2,500.00
Web Training Web Training Session- Up to 3 Hours Per Training	5	\$500.00	\$2,500.00
Project Management Yr-1 Provide online leadership training, biweekly cohort check-ins, and monthly leadership updates. Allows for site-based support if needed	1	\$10,000.00	\$10,000.00
Grand total			\$83,700.00

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

Approved as to Form

Nancy McClain Alfonso

Licensee/Customer

General Counsel, HCSB

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 Florida 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.

- h. **Security of Confidential Personal Information.** In the event of a breach of security of a system maintained by ITB, ITB shall notify the District in accordance with Florida Statutes §501.171(6).
- i. **Compliance with School Code.** ITB agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII Sections 1000-1013 Florida Statutes as it presently exists, as it may be amended from time to time.
- j. **Compliance with Board Policies.** ITB agrees to comply with all applicable District contracting and procurement policies and procedures.

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 to your account manager

Fax: 800-507-2881

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Key Contacts

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COMPANY INFORMATION

Company Name Hernando County Public Schools

Street Address 919 N BROAD ST

City BROOKSVILLE

State/Province FL

Zip 34601

Company Phone (352)797-7000

Web Address hcsb.k12.fl.us

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