



NOTICE OF MEETING OF THE BOARD OF DIRECTORS Notice is hereby given that a meeting of the Board of Directors of IDEA Public Schools will be held on January 27, 2022. The Board will convene in Open Session at 5:00 pm (EST). The Board meeting will be held via conference call pursuant to the rules adopted by the Administration Commission under s. e120.54(5). Such meeting is a regular meeting.

Members of the public may submit comments on any agenda item(s) being considered by the Board or may request to address the board by submitting a request to Jennifer.White@ideapublicschools.org. Requests should be submitted no later than 2pm (EST) of the day of the board meeting.

IDEA Florida

Board Meeting Agenda

January 27, 2022

Lizzette Gonzalez-Reynolds, Chair
Nick Rhodes, Secretary
Gary Chartrand, Director
Christina Barker, Director

Meeting URL: [Login](#) or call in at (689)-223-2878: Code: 690 305 901#

Call to Order: 5:00 pm EST

Welcome: Lizzette Reynolds

1. **Updates**
 - A. **Tampa Executive Director Search Update**
2. **Approval of Minutes from December 16, 2021, business meeting**
3. **Action Items**
 - A. **Focus K-12 SIS Master License Agreement Approval**
 - B. **2021-22 Budget Amendment**
4. **Consent Agenda**
 - A. **Feeding Tampa Bay contract ratification**
5. **Public Comment**
6. **Member Comments**
7. **Adjourn**

IDEA Florida-Tampa Executive Director Search



**Rolando Posada
Area Superintendent**

National Search Committee:

- **Rolando Posada**, Area Superintendent
- **Nateara King**, Executive Recruiter
- **Ileana Morales**, National Director of Staffing, Executive & HQ
- **Heather Asp**, National Director of Staffing, Executive & HQ

External & Internal Search Process:

- Headhunting, Sourcing
- Phone Screening
- Interviews
- Final Interviews

Key Characteristics for Tampa ED:

- Immediately lead in academics
- Knows FL accountability & landscape
- Record of achieving top ratings in schools
- Ability to lead through others (managing and coaching)
- Preferred external experience

Next Steps:

- **January 17:** Headhunting, Sourcing, & Phone Screens
- **January 24:** Phone Screens, Phone Interviews
- **January 31:** Phone Interviews, In-Person Final Interviews
- **February 7:** In-Person Final Interviews (if needed)

IDEA Public Schools
Florida Board of Directors Meeting
December 16, 2021
5:00 pm EST

Summary of Motions and Approvals

The Board passed a motion to approve the minutes from the November 9, 2021, business meeting.

Motion made by: Gary Chartrand
Second to motion: Nick Rhodes
All in favor: Motion carries unanimously.

The Board passed a motion to approve the Policy AST-S3 with proposed revisions.

Motion made by: Christina Barker
Second to motion: Nick Rhodes
All in favor: Motion carries unanimously.

The Board passed a motion to approve the IDEA Resolution for Jacksonville Agreement and all associated financing and leasing documents for named property.

Motion made by: Nick Rhodes
Second to motion: Christina Barker
All in favor: Motion carries unanimously.

The Board passed a motion to approve addition of action item c: the proposed Memorandum of Understanding with the Florida Department of Education

Motion made by: Christina Barker
Second to motion: Nick Rhodes
All in favor: Motion carries unanimously.

The Board passed a motion to approve the Memorandum of Understanding for Civic Literacy Excellence Endorsement Teacher Stipend.

Motion made by: Nick Rhodes
Second to motion: Christina Barker
All in favor: Motion carries unanimously.

Board Members present: Lizzette Gonzalez Reynolds – Chair, Nick Rhodes, Christina Barker, Gary Chartrand

Staff and Consultants present: Daniel Woodring, Adam Miller, Jennifer White, Jessica Hess, Julene Robinson, Jose Luis De Leon, Travis Markey, Steven Hadley, II, Eric Haug, Andrew Clarence, Jazmine Leon-Wing, Katoya McCaskill, Patricia Jackson, Lalita Pillai, Tita Teran

Audience present: None

Meeting is called to order by Lizzette Gonzalez-Reynolds at 5:00 pm (EST)

Updates

Julene Robinson provided the Tampa update.
Jose Luis De Leon provided the Jacksonville update.
Travis Markey provided the financial update.
Steve Hadley, II provided the facilities update.

Approval of Minutes

Lizzette Gonzalez-Reynolds requested a motion to approve the minutes from the November 9, 2021, Board of Directors meeting.

Motion made by: Gary Chartrand
Second to motion made by: Nick Rhodes
All in favor, None Opposed.
Motion carries unanimously.

Public Comment: None

Action Item A: Revision to Policy AST-S3, Student Handbook and Code of Conduct

Lalita Pillai presented the proposed revisions to the Florida Student Handbook. The proposed revisions address the following areas:

- Communicable Diseases: See pg. 18
- Coronavirus Disease (Covid-19): See pg. 18
- Administration of Medication: See pg. 19:
- Authorized Employers: See pg. 21
- Provision of Medical Services by District School Board Personnel: See pg. 21
- Vision, Hearing, and Growth & Development Screenings: See pg. 23
- Dyslexia and Other Disorders: See pg. 21

Lizzette Gonzalez-Reynolds looked for a motion to approve the Policy AST-S3 with proposed revisions.

Motion made by: Christina Barker
Second to motion: Nick Rhodes
All in favor, None Opposed.
Motion carries unanimously.

The Board passed a motion to approve the addition of action item c: the proposed Memorandum of Understanding with the Florida Department of Education.

Motion made by: Christina Barker
Second to motion: Nick Rhodes
All in favor, None Opposed.
Motion carries unanimously.

Action Item B: Resolution of the Board Authorizing the execution and delivery of a lease agreement between IDEA Florida Inc., and IPS Enterprises Inc. for property in Jacksonville, Florida

Jazmine Leon-Wing presented the recommendation to obtain financial arrangements for IDEA Florida, Inc.'s Jacksonville Lennox Lane campus. The Lease Agreement is an agreement between IDEA Florida, Inc. and IPS Enterprises, Inc. in which IPS Enterprises, Inc. agrees to provide the facilities and IDEA Florida, Inc. agrees to pay the lease revenues according to the repayment schedules not yet finalized. The Lease Agreement between IDEA Florida,

Inc. and IPS Enterprises, Inc. is made pursuant to a senior loan from CLI Capital, a Texas real estate investment trust and a subordinate loan from the Florida Department of Education both loaned to IPS Enterprises, Inc. IDEA Florida, Inc. will be the guarantor of both the senior and subordinate loans. The senior loan and subordinate loan will be issued in an aggregate principal amount not to exceed \$30,000,000, however the final loan amounts and interest rates have not been finalized. The proposed senior loan in the draft loan agreement is in an amount of \$18,000,000, and the anticipated "not to exceed amount" of the subordinate loan is \$9,000,000. While these loan amounts are preliminary and subject to change, the aggregate principal amount of the loans will not exceed \$30,000,000.

Lizzette Gonzalez-Reynolds looked for a motion to approve the IDEA Resolution for Jacksonville Agreement and all associated financing and leasing documents for named property.

Motion made by: Nick Rhodes
Second to motion: Christina Barker
All in favor, None Opposed.
Motion carries unanimously.

Action Item C: Memorandum of Understanding: Civics Seal of Excellence

Adam Miller presented the Memorandum of Understanding (MOU) is required to allow qualified educators from IDEA that earn the Florida Civics Seal of Excellence to receive the \$3,000 bonus.

Lizzette Gonzalez-Reynolds looked for a motion to approve the ratification of the Memorandum of Understanding for the Civics Seal of Excellence Stipend program. To meet the deadline, the Chair signed the MOU and submitted to the Department. The MOU does not obligate IDEA Florida in any way, but instead ensures that our teachers will have the opportunity to participate if they choose to.

Lizzette Gonzalez-Reynolds looked for a motion to approve the Memorandum of Understanding for Civic Literacy Excellence Endorsement Teacher Stipend.

Motion made by: Nick Rhodes
Second to motion: Christina Barker
All in favor, None Opposed.
Motion carries unanimously.

Public Comment: None

Member Comment: None.

Adjourn

Meeting was adjourned at 5:34 pm EST.

I certify that the foregoing are the true and correct minutes of the meeting of the Board of Directors of IDEA Florida held on December 16, 2021.

Nick Rhodes, Board Secretary

Date

DRAFT

IDEA Florida
Board Action Item
January 27, 2022

Subject: Contract Request: FOCUS School Software

Proposed Board Action: For Approval

Executive Summary:

FOCUS School Software is fully integrated, web-based student information system (SIS) that will allow IDEA Florida to efficiently and effectively report student data directly to the Florida Department of Education, while also providing a full array of SIS tools and resources. The full cost of initial implementation and subscription services is \$140,065. This includes initial project management support, virtual training, data migration and five integrations, as well as supplemental modules such as student assessment, item bank, special services, analytics and more (see attached contract for details).

Supporting Documentation: Florida SIS Recommendation, Focus SIS MLA, Focus Product Schedule, Focus MSA

Presenter: Cody Grindle, Chief Information Officer, IDEA Public Schools

Matthew Sawyer, VP of Information Systems, IDEA Public Schools

Inez Vela, Director of Data Services, IDEA Public Schools

Problem Statement

Historically, charter schools in Florida have been required to submit data for Florida state reporting via the various county school districts. To that end, IDEA Florida has operated in partnership with Hillsborough County Public Schools for the reporting of data to the state of Florida. The requirement that charters submit data via the county school districts, paired with IDEA's internal requirements for reporting, has caused campus-based staff to do dual entry into Hillsborough's Mainframe and IDEA's PowerSchool systems.

Recently a Florida statute was passed allowing Schools of Hope to operate independently from local county districts and report to the state directly. IDEA's Information Systems and Technology leadership team believes that it is in IDEA's best interest to move away from the local county and begin reporting to the state directly as early as next school year. Below are some reasons why IST lead team believes it's in IDEAs best interest to move forward on our own:

- IDEA's reliance on the local county for state reporting places us at risk. Local county school districts will always prioritize their own state reporting over IDEA's.
- Dual entry of student data adds additional stress on campus, regional, and national resources
 - Limited real time reporting capabilities from the local county SIS are a threat to IDEA's core operating model that treats access to real time data as foundational to our outcomes
- Limited data visibility makes ongoing maintenance of duplicated databases cost prohibitive and risks the ongoing integrity and reliability of student data
- Overly restrictive permissions in county systems cause bottlenecks in data entry and creates a single point of failure for the entry and verification of data.
- Expansion of IDEA Florida into Jacksonville would see fragmenting of state reporting work among different counties as well as being required to learn a new student information system. This would lead to state reporting work and knowledge to be conducted in silos in small pictures with most of the heavy lifting being done by the counties hence putting long term business continuity at risk.

IDEA's SIS solution has historically been PowerSchool. However, the PowerSchool vendor does not support state reporting in Florida. This led to beginning a search for an SIS solution that supports state reporting in Florida.

Solution

A unified SIS solution will free us from the limitations presented above. It would allow us to stop with the dual entry relieving the stress from the campuses and reduce the risk of inconsistent data across systems, increase our data visibility through dashboarding and reports for data driven business decisions, and allow us the opportunity to learn and build state reporting knowledge that is critical for the long-term success of IDEA Florida.

The following vendors student information systems were entertained and evaluated in two phases over the past two quarters:

- Focus School Software – Focus SIS
- Edupoint – Synergy SIS
- Skyward – Skyward SIS
- Bocavox – Maestro SIS

Phase 1

In the first phase, Director of Data Services engaged in conversations and demos with the vendors. During this first phase the priority was to identify whether these systems could provide the following non-negotiable services and high priority features:

Non-negotiable services/features

- SIS core functions: attendance, grades, schedules, records, etc.
- Florida state reporting and support services

High priority features/services

- Direct database connection
- Option to self-host or host in cloud
- Ability and ease to customize/tailor application to our org needs
- Ability and ease to automate imports and exports

Overview

Service/Feature	Maestro	Skyward	Synergy	Focus
SIS core functions: attendance, grades, schedules, records, etc.	✓	✓	✓	✓
Florida state reporting and support services	✗	✓	✓	✓
Direct database connection	✗	✗	✓	✓
Option to self-host or host in cloud	✗	✓	✓	✓
Ability and ease to customize/tailor application to our org needs	✓	✗	✓	✓
Ability and ease to automate imports and exports	✓	✓	✓	✓

Bocavox Maestro SIS

During the first demo and QA with Bocavox we learned that Maestro SIS had most reports required to submit data to the state, but the reports were not tailored specifically for state reporting nor were they in correct format. There was no SLA or guarantee that they would create new or update existing reports in accordance with state changes. They also didn't offer Florida state reporting support services. The lack of state reporting and supports services are the main reason why they didn't move on to the second phase.

Skyward SIS

During the first demo we learned that Skyward provided all non-negotiable services and features. However, they didn't provide two of the high priority features and services that would handicap our Data Services department's services in Florida. We experienced lacking these permissions this year with PowerSchool cloud hosting and caused significant stress by slowing down processes and requiring code to be rewritten to provide Florida the same services that we provide in other states. In addition, some services couldn't be provided to Florida at all due to these limitations. For these reasons, Skyward SIS didn't make it passed the first phase.

Phase 2

In the second phase demos were scheduled with the purpose of having managers and directors in the SIS and Special Programs departments review the systems and ask questions. Both the Focus and Synergy SIS products were very impressive, and it was clear that they were able to provide most of the same features and services in their own respective ways. This led to an evaluation of the vendors value that they could provide outside of the product. Below are some advantages and disadvantages for each vendor.

Synergy

Advantage	Disadvantage
Experience working with schools of over 100,000 enrollments	Product hasn't been used for state reporting on its own. They've been in Florida for one year and the product has been run side by side with other systems. The product has yet to be utilized as the authoritative
Experienced state reporting implementation team (non-Florida) with a Florida state reporting expert lead	Currently doesn't operate in any other state that IDEA Public Schools operates in, nor do they operate in any state that IDEA Public Schools intends to enter soon. Couple that with our current size in Florida and this gives us very little room for negotiation.

Focus

Advantage	Disadvantage
Experience converting districts from Mainframe to Focus SIS.	Primarily focused around
Has been operating in Florida and supporting state reporting since Fall of 2009.	
Business and CEO has strong relationships with the FLDOE.	
Focus SIS was recommended by the FLDOE, other districts, and experienced end users who are now at IDEA.	
Focus CEO has expressed interest in a partnership with IDEA Public Schools that goes beyond Florida and into potential new states we enter. This potentially allows IDEA Public Schools negotiation power. For example, we're currently able to utilize our TX enrollment to lower costs in LA for PowerSchool by negotiating a tiered multi-year agreement based on enrollment.	
Focus is based out of Florida and has a large presence in the area. This allows for easy in-person state reporting support.	

Conclusion

Focus and Synergy are both great products that are viable replacements for PowerSchool in Florida. Both products provide similar features and services that would meet the needs of IDEA Florida. However, when looking at which business partnership would provide the greatest value it becomes clear that Focus comes out on top for the reasons highlighted above. IDEA Information Systems HQ team formally recommends Focus as the partnership and product of choice from this evaluation.

Between: **Focus School Software**
475 Central Avenue
St. Petersburg, Florida 33701 ("**Focus**")

And: **IDEA Florida, Inc.**
5001 N Nebraska Ave Ste A,
Tampa, FL 33603 ("**Licensee**")

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 - c. **ANTI-SOLICITATION OF EMPLOYEES:** For a period of eighteen (18) months after performance of this Agreement, Licensee shall not hire (as employee, consultant, independent contractor, or otherwise) any employee of **Focus** that Licensee learned about through the performance of this Agreement, nor shall Licensee directly or indirectly solicit, or induce or assist any third party in soliciting or inducing any employee of **Focus** that Licensee learned about through the performance of this Agreement, to leave his or her employment with **Focus**. In the event Licensee breaches its obligations pursuant to this Section, Licensee shall pay **Focus**, as liquidated damages and not as a penalty, an amount equal to one hundred percent of such employee's first year salary/wages/other compensation with the Licensee or third party (including bonuses, contract fees, and deferred income of any kind) within thirty (30) days of each such breach.
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- b. **LIABILITY CAP:** Licensee agrees that **Focus**'s liability for damages, if any, shall not exceed the charges under the Product Schedule to **Focus** by Licensee during the six (6) months immediately preceding the date when the alleged damages began. Such limitation does not apply to the Parties' obligations under Section 9.

12. DISPUTE RESOLUTION: In case of any dispute arising or related to this Agreement or Product Schedule, **Focus** and Licensee, by mutual agreement, shall attempt to resolve any dispute informally thru mediation and if necessary, litigation.

- a. **MEDIATION:** In the event of a dispute, the Parties shall first attempt to resolve the matter through discussion and exchange of information. In the event such informal settlement discussions are unsuccessful, **Focus** and Licensee shall submit the dispute to Mediation prior to commencing any legal action against each other. The Parties agree that, in the event of a dispute, either party may send a notice demanding mediation, after which the parties shall mutually agree to within ten (10) days to the selection of a mediator, and Mediation shall be conducted as soon as reasonably practicable, but in no event later than sixty (60) days from the date of the notice. Mediation shall be conducted before a certified mediator in the State of Florida, unless otherwise mutually agreed by the Parties. All proposals and information exchanged as well as discussions during the informal settlement discussions and during the Mediation process will be considered settlement discussions and proposals and will be inadmissible in any subsequent proceedings.
- b. **LEGAL ACTION:** In the event the Parties are unable to resolve any dispute through Mediation, the Parties may pursue all claims based on such dispute as provided by law. The Parties consent to the exclusive personal jurisdiction of the Circuit Court in Pinellas County, Florida, or the United States District Court for the Middle District of Florida, which courts shall provide the exclusive venue for any action arising hereunder, unless another forum is mutually agreed to by the Parties.

- c. **ATTORNEY'S FEES:** In any action arising from or related in any manner to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including on any appeal.
 - d. **WAIVER OF JURY TRIAL: THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING OR OTHER LITIGATION RESULTING FROM OR RELATING IN ANY MANNER TO THIS AGREEMENT.**
13. **TERMINATION:** Either party may terminate this Agreement if the other party commits a material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice from the non-breaching party. Licensee's failure to pay any amount (except amounts disputed in good faith) within thirty (30) days after receiving notice that the amount is delinquent shall be considered a material breach of this Agreement.
- a. **OBLIGATIONS:** Upon the expiration or termination of this Agreement or the Product Schedule for any reason, Licensee shall certify in writing that the Product and all copies and/or partial copies of the Product have either been returned to **Focus** or otherwise destroyed and deleted from Licensee's computer libraries or storage devices and are no longer in use by Licensee.
 - b. **SURVIVAL:** Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.
 - c. **NO WAIVER:** The waiver by either party of a breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach. This paragraph shall not be regarded as a waiver of any other rights or remedies to which **either party** may be entitled.
14. **DIVESTITURE OF CLIENT BUSINESS:** In the event of a divestiture of a subsidiary, affiliate, business segment or other operating unit of Licensee ("Divested Unit") which is then utilizing Products licensed under this Agreement, the Licensee may, in addition to its continuing use for its ongoing businesses, continue to use such Products on behalf of the Divested Unit for a transitional period not to exceed six (6) months from the date of such divestiture ("Divesture Use Period"). Any further use by the Divested Unit past the Divesture Use Period shall require either a) Licensee to obtain a written extension of the Divesture Use Period from **Focus**; or b) the Divested Unit to obtain its own separate license for use of the Products effective upon the expiration of the Divesture Use Period.
15. **OUTSOURCING.** Licensee may outsource the display, use, and operation of the Products to a third-party service provider ("Outsource Provider"), provided that such Outsource Provider executes a written agreement with **Focus**, acceptable to **Focus**, to protect the rights of **Focus** in the Products, prior to Licensee allowing the Outsource Provider any access to the Products.
16. **DISASTER RECOVERY.** Subject to any limitations in the Product Schedule, Licensee may install and use the Products for testing, backup and temporary production purposes and for disaster recovery testing and operations at a location wholly owned and operated by Licensee or by an authorized Outsource Provider.
17. **GENERAL:**
- a. **MODIFICATION:** No alteration or modification of this Agreement or the Product Schedule shall be valid unless made in writing and signed by the Parties.
 - b. **SEPARABILITY:** If any provision of this Agreement or the Product Schedule is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect in such jurisdiction to the fullest extent permitted by law and the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

- c. NOTICES: Any notice or other communication required or permitted hereunder shall be given in writing to the other party at the address in the Product Schedule, or at such other address as shall be given by either party to the other in writing.
- d. GOVERNING LAW: The laws of the State of New Hampshire govern this Agreement.
- e. CONSENT: In case of litigation arising out of or relating to this Agreement, **Focus** and Licensee hereby expressly consent to the exclusive personal jurisdiction of the state and/or federal courts of Florida.
- f. AUTHORITY TO SIGN: The Parties each warrant that the person signing this Agreement and the Product Schedule is authorized to do so, and that it has obtained all internal and external approvals and resolutions necessary to enter into this Agreement and make it binding on that Party.
- g. NO THIRD-PARTY RIGHTS: This Agreement does not create, confer, or otherwise grant rights for the benefit of any third party, creditor, or supplier or incidental beneficiary of either Party.
- h. HEADINGS: The Parties acknowledge that the headings used in this Agreement are for convenience purposes only and shall not be construed to define or limit the Parties' rights and remedies hereunder.
- i. ENTIRE AGREEMENT: This Agreement and Product Schedule constitutes the entire agreement between the Parties in connection with the subject matter hereof and supersedes all agreements, proposals, representations and other understandings, oral or written, of the Parties and any current or subsequent purchase order(s) provided by Licensee.

By affixing their signatures below, the Parties agree to be so bound as to the terms of this Agreement.

ACCEPTED BY LICENSEE:	ACCEPTED BY FOCUS :
Signature	Signature
Name	Name
Title	Title
Date	Date



SIS Product Schedule IFL-K12SIS001

This Product Schedule is hereby incorporated into Master License Agreement Number IFL-SIS-001 ("Agreement") as executed by **Focus School Software LLC** ("**Focus**") and the Licensee as listed below. In accordance with the provisions of this Product Schedule and the Master Agreement and subject to Licensee's compliance with both, **Focus** grants Licensee a license for the Product(s) as listed below. Unless otherwise specified, this Product Schedule supersedes any prior Product Schedules for the Product(s) as listed below and to the extent that any provision of this Product Schedule conflicts with the Master Agreement, the provisions of this Product Schedule shall control with respect to the license granted herein. Licensee may not terminate this Product Schedule except in the case of a breach of the Master Agreement by **Focus** that remains uncured for thirty (30) days after **Focus** has received written notice of the breach.

Licensee	IDEA Florida, Inc.			
Product(s) & Designated Hardware	Focus School Software K-12 Student Information System			
	<p>Base Program: Student Demographics (including OCR-document management), Enrollment & Registration (Online Forms), Attendance & Truancy, Scheduling (Elementary & Secondary), Grade Reporting, Gradebook / Teacher Pages / or LMS integration, Discipline & Positive Behaviors, Graduation Requirements, Assessment Reporting, Early Warning System, Health, FL State Reporting, Reporting (District Reports, SSRS, Run Query), Portals & 2-dimensional dashboards, Messenger, Parent/Student Portal, Mobile Community App, Integrations Manager & Rest API.</p> <p>Selected Optional Modules included with this license: Billing Shopping Cart Module, Before & Aftercare Module, Call-out Module, Analytics Module (PowerBi), Lesson Planning, Student Assessments, Item Bank, SSS (IEP, 504, ELL, RTI, MTSS, PMP, Mental Wellness, Threat Assessment, Medical, Student Services)</p>			
License Scope & Capacity	General Scope - Limited strictly to the processing of Licensee's data by Licensee's employees, contractors, and affiliates.			
	Special Limitations – None			
License Site	Other restrictions apply as listed in this Product Schedule.			
License Site	URL to be Determined			
Ship to Site	5001 N Nebraska Ave Ste A, Tampa, FL 33603			
License Type	Subscription			
License Term	One (1) year beginning and ending on February 1, 2022-February 1, 2023,			
	The Parties agree that the length of this Agreement will be for one (1) year. The Parties agree that this Agreement can be renewed, based on enrollment, in one (1) year increments if authorized with a purchase order or payment of renewal before expiration until terminated by either party.			
First Year Subscription Fee	\$27,400.00 Current Enrollment 2,740 students			
Implementation Services	Total Implementation & First Year Services			
	Service	Rate	Units	Total
	Project Management	\$1,250.00	26.5	\$33,125.00
	Virtual (over-the-Internet) Training	\$900.00	26.5	\$23,850.00
	Level 1 Certifications	\$900.00	2	\$1,800.00
	Data Migration	\$1,250.00	8	\$10,000.00
	5 Integrations (Stream Import, Route Finder, Clever exports, Tyler Munis staff and Tyler Munis applicant import) built to operate within the Focus Integrations Manager and 3rd Party Systems API).	\$1,250.00	3	\$3,750.00
	Annual Subscription based on enrollment & Products	\$21.00	2,740	\$57,540.00
TOTAL			\$130,065.00	



Total K12 SIS First Year Costs	\$130,065.00 Due in the following payments:																								
	<p>Licensee shall pay Focus as follows: <u>FOCUS SIS Subscription YEAR ONE + Implementation Fee:</u></p> <p>March 31st, 2022: \$130,065.00</p> <p><u>Optional Years Subscription Fees Due Annually on February 1 scaled by enrollment:</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Scaled Enrollment Multiplier</th> <th>Focus K12 SIS</th> <th>Optional Modules</th> <th>Combined Multiplier</th> </tr> </thead> <tbody> <tr> <td>2,740 – 4,500</td> <td>\$10.00</td> <td>\$11.00</td> <td>\$21.00</td> </tr> <tr> <td>4,501 – 7,500</td> <td>\$ 9.00</td> <td>\$ 9.90</td> <td>\$18.90</td> </tr> <tr> <td>7,501 – 11,500</td> <td>\$ 8.50</td> <td>\$ 9.90</td> <td>\$18.40</td> </tr> <tr> <td>10,501 – 15,000</td> <td>\$ 8.00</td> <td>\$ 9.90</td> <td>\$17.90</td> </tr> <tr> <td>15,001 – 18,500</td> <td>\$ 7.50</td> <td>\$ 9.90</td> <td>\$17.40</td> </tr> </tbody> </table>	Scaled Enrollment Multiplier	Focus K12 SIS	Optional Modules	Combined Multiplier	2,740 – 4,500	\$10.00	\$11.00	\$21.00	4,501 – 7,500	\$ 9.00	\$ 9.90	\$18.90	7,501 – 11,500	\$ 8.50	\$ 9.90	\$18.40	10,501 – 15,000	\$ 8.00	\$ 9.90	\$17.90	15,001 – 18,500	\$ 7.50	\$ 9.90	\$17.40
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Payment Schedule	<p>Year 2 Projected Enrollment 4,600 : \$18.90 per student Year 3 Projected Enrollment 7,600 : \$18.40 per student Year 4 Projected Enrollment 11,100: \$17.90 per student Year 5 Projected Enrollment 15,150: \$17.40 per student</p> <p>Cloud Hosting: Sites shall be limited to one (1) Production Site, one (1) site for each State Reporting Survey, and Three (3) Non-Production sites. Additional sites can be added at a cost of \$0.10 per student per year.</p> <p>Licensee acknowledges that the License Fee in this Product Schedule is discounted, based on Licensee's commitment to pay the License Fee for the specified License Term. Licensee agrees to pay any applicable taxes associated with the License Fee. For the 2nd installment and beyond, Focus will invoice Licensee at least thirty (30) days prior to the listed due date. Any amounts due under this Product Schedule which remain unpaid ten (10) days after the date due shall be subject to a late fee of 1.5% of the amount of the original invoice per month.</p>																								

This Product Schedule is subject to the following Terms and Conditions:

- **Use Review:** Upon reasonable notice, Licensee shall grant **Focus** access to its pertinent files, libraries and records, as produced from the Product(s), to perform a review of the Product ("Use Review"). All information obtained during a Use Review shall be treated as confidential.
- **Third Party Code:** Notwithstanding anything to the contrary in this Product Schedule or the Master Agreement, Product(s) and applicable modules licensed herein may contain code licensed by **Focus** from a third party for license with Product(s) to end users ("Third Party Code"). Licensee agrees that if Product(s) contain Third Party Code, such Third Party Code is the Confidential Information of **Focus's** licensor and that Licensee's obligations with respect to the Title, Proprietary Rights and Confidentiality section of the Master Agreement shall apply with respect to such Third Party Code as if such Third Party Code was owned by **Focus** and was a part of Product(s) licensed from **Focus** pursuant to this Product Schedule; that title to such Third Party Code shall at all times remain with the owner of such Third Party Code; that Licensee may not use the Third Party Code separate from Product(s) or applicable module containing such code; that Licensee agrees not to translate, reverse compile, reverse assemble or otherwise reverse engineer the Third Party Code or permit others to do or attempt to do the same; that the section(s) pertaining to limitation /exclusion of damages/liabilities shall apply to such Third Party Code and Licensee agrees that **Focus's** licensor shall be excluded from any liability and/or indemnification obligations and to look exclusively to **Focus** (as set forth and limited in the Master License Agreement) for remedy of and indemnification for damages caused by such Third-Party Code. **Focus** makes no representations or warranties on



behalf of **Focus's** third party vendors, but **Focus's** indemnities, warranties, and maintenance obligations for Product(s) licensed under this Product Schedule will apply to such Third Party Code as between **Focus** and Licensee.

- Headings: Headings or titles to Sections herein are for convenience and/or reference only and shall not affect the meaning or interpretation of this Product Schedule or any part of it.
- Acceptance: All Products shall be deemed accepted by Licensee upon execution of the Product Schedule.



ACCEPTED BY LICENSEE:	ACCEPTED BY FOCUS :
Signature	Signature
Name	Name
Title	Title
Date	Date



CONTRACT REQUEST FORM

New contract (Check one)

Renewal

Amendment

New vendor (Check one)

Existing vendor

Date _____

Requester Name and Title _____

Campus/Department _____

Organization _____ *Select one from the drop down menu*

Vendor Name _____ Vendor No. _____

CO-OP Member Yes No If YES, which one _____

Vendor is a former employee Yes No If YES, last day of employment _____

Will this service provider be on campus when students are present? Yes No

Description of services

Contract terms Start date _____ End date _____

Amount _____

Fund Source _____
(Account string)

Section I. Are you using State, Local or Philanthropic funds for this purchase? Yes No
If yes, please do not fill out Section II.

Section II. If using Federal/Grant funds, please refer to the threshold below:

Please note if a co-op vendor used at any stage, it automatically satisfies all criteria for federal funds regardless of threshold.

Is this a Micro Purchase? Yes
(\$1 - \$10,000) No

Is this a Small Purchase? Yes If YES, 2 quotes are required. (Please include vendor and amount on your quotes)
(\$10,001 - \$249,999) No

Vendor/Quote 1 _____

Vendor/Quote 2 _____

Is this Purchase >\$250,000? Yes
 No

If YES, BID/RFP required

RFP# _____

Award Letter _____

Section III. Board approval required? Yes No If YES, provide date of approval _____
(If amount is >\$250,000 and not a co-op vendor, or is not originally approved during the budget process)

If YES, provide the reason and date needed by

Section IV. Urgent request Yes No

Management approval _____

Name and Title Matt Sawyer, VP of Information Systems

**IDEA Florida
Board Action Item
January 27, 2022**

Subject: Budget Amendment Request

Proposed Board Action: For Approval

Executive Summary:

Since IDEA Information Systems HQ team formally recommends Focus as the partnership and product of choice, a budget amendment is needed to provide funding for FOCUS implementation and training on the platform. Given that the contract would begin on February 1, 2022, an amendment to the 2021-22 budget is needed.

The budget amendment indicates \$140,065. This amount includes \$130,065 to cover the initial invoice found in the FOCUS contract as well as an additional \$10,000 for in-person conference and travel. The additional conference and travel will be included on a later invoice from FOCUS.

Supporting Documentation: FOCUS Board Amendment Slide

Presenter: Andrew Clarence, Director of Financial Planning & Analysis

**IDEA Public Schools Florida – Requested Budget Amendments
For the Month of January 2022**

#	Revenue	Expense	Fund	Amendment Description	Region
Board	\$140,065.00	\$140,065.00	4125 - School of Hope	Focus School Information Systems - Implementation and training Feb 1, 2021 to Feb 1, 2022	Both

IDEA Florida
Board Consent Item
January 27, 2022

Subject: Feeding Tampa Bay Food Pantry Partnership

Proposed Board Action: For Approval

Executive Summary:

Feeding Tampa Bay is the backbone of hunger relief in West Central Florida. Partnering with more than 400 local charities and food pantries, Feeding Tampa Bay distributes groceries and supplies across a 10-county region. Through a Feeding Tampa Bay partner food pantry located onsite at each IDEA Tampa Bay campus, families in need of immediate access to food can collect free groceries for the week.

Supporting Documentation: Feeding Tampa Bay Agreement, Feeding Tampa Bay Delivery Calendars

Presenter: Julene Robinson, Executive Director



Date: _____

Program Site Agreement Form

Name: _____ Position: _____

Site: _____

Program(s): _____

By completing this form, the site agrees to and will comply with the following criteria of a program partner of Feeding Tampa Bay. Please initial each statement.

- Have a Program Coordinator to be the primary contact for Feeding Tampa Bay along with a secondary contact.
- Not sell, transfer, barter or offer for sale the items/services supplied by Feeding Tampa Bay in exchange for money, property or services, or otherwise allow the items to reenter commercial channels.
- Not ask for donations to receive food/services from clients, even if the request is not directly attached to an exchange for items or services supplied by Feeding Tampa Bay. Must not subject recipient to religious proselytizing in exchange for items or supplies supplied by Feeding Tampa Bay.
- Comply with all federal and local statutes, ordinances, and regulations, as applicable
- Distribute services to program participants in accordance to a pre-determined schedule.
- Be agreeable to both announced and unannounced monitoring site visits by Feeding Tampa Bay Representatives.
- Not deny access to donated items or services on the basis of race, creed, national origin, religious affiliations, sex, sexual preference, age or handicap.
- Staff or volunteers of the program will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran
- Agree to inform Feeding Tampa Bay of any change in the program's name, location, telephone number, email address, contact person, type of service or stated purpose in writing within fifteen (15) days of the change.



- _ Be agreeable that Feeding Tampa Bay reserves the right to limit the type of partnership, including the amount and type of food the site may receive.
- _ Agree to execute and submit to Feeding Tampa Bay any corrective action deemed necessary by Feeding Tampa Bay staff.
- _ Communicate any problems or requests to Feeding Tampa Bay in a timely manner.
- _ Site agrees to abide by all policies and procedures of Feeding Tampa Bay.
- _ The site or Feeding Tampa Bay can terminate this agreement, with or without cause, at any time.
- _ It is further understood that the program site is ultimately responsible for the quality of the services given. It is agreed that any Sponsor, Feeding Tampa Bay, and Feeding America are to be held free and harmless against all liability or damage that results from the services.

Representing my site, I agree that the above conditions will be met and that I will abide by these agreements:

Site Contact (print name)

Site Contact (signature)

Date

Feeding Tampa Bay Staff (printed)

Feeding Tampa Bay Staff (signature)

Date



If the site **distributes food** as part of its program services—for programs such as **Child Congregate Meals, the Backpack Program, DISH, Feeding Minds/School Pantry, Food Rx or Medically Tailored Meals**—please complete the following section. By completing this section, the site agrees to and will comply with the following criteria of a recipient site of Feeding Tampa Bay. **Please initial each statement.**

- Keep accurate records on file at site for three (3) years which contain: deliveries, pickups, receipts, and distribution counts.
- Be licensed by the State and/or City as a food service establishment according to the service it provides, as applicable by Florida Law.
- If food is being delivered, receive the delivery at the designated time and date, otherwise, provide transportation to pick up food at the Feeding Tampa Bay warehouse.
- Agree that at least one staff member be trained in food safety and be certified by Feeding Tampa Bay as the Safe Food Handler. The site must notify Feeding Tampa Bay immediately if the certified Safe Food Handler leaves the site so that a new person can be certified.
- Agree to accept all product received from Feeding Tampa Bay in “as is” condition.
- Agree to adhere to any additional donor stipulations placed on donated product, including branding within the program.
- Agree that products will not be stored in nor distributed from a private residence.
- Not give donated or purchased product to staff or volunteers for personal use.
- It is understood that the program site has been made aware of the best practices for food safety.
- It is agreed that the program site will follow food safety practices. Feeding Tampa Bay has provided the information required and is to be held free and harmless against all liability or damage that results from not following the food safety standards.
- Have appropriate storage space to ensure the wholesomeness of the food until used, and/or redistributed.
 - The room temperature for dry storage should not exceed 80 ° F.
 - The food will be kept away from cleaning products and toxic materials.
 - Food will be stored at least 6 inches off the floor and 6 inches away from the ceiling.
 - If the site stores food that requires refrigeration or freezing, a thermometer is required in both the refrigerator and the freezer. Temperatures will be recorded daily to ensure



temperature requirements are met. The refrigerator temperature must be 41 °F or below. The freezer temperature must be 0 °F or below. All concerns related to temperature, including electric outages, mechanical difficulties, etc. will be recorded on a consistent basis.

- Agree products will be locked and kept in a secure location.

If the sites runs programs serving **children**, please complete the following section. By completing this section, the site agrees to and will comply with the following criteria of a recipient site of Feeding Tampa Bay. **Please initial each statement.**

- Ensure staff or volunteers with direct, repetitive contact with children pass a national background check.
- Agree to follow an appropriate adult to child ratio.
- Ensure food is served directly to children



If the site belongs to the **Supplemental Nutrition Assistance Program (SNAP)**, please complete the following section. By completing this section, the site agrees to and will comply with the following criteria of a recipient site of Feeding Tampa Bay. **Please initial each statement.**

- Ensure program coordinator remains informed of state SNAP eligibility rules.
- Ensure data and documentation collected is secure, including but not limited to encrypted computer software for electronic transmission of information (if applicable) and established policies and procedures related to such.
- Maintain a consistent defined process for outreach and application assistance for each of the methods that the program site engages (e.g. in person, electronic application, paper application, phone assistance, etc.).
- Include a follow-up component to determine the status of applications.
- Keep accurate records on file at site for three (3) years, including how many applications were submitted, how many were approved or denied, and why applications were denied.

Feeding Tampa Bay School Pantry Delivery Schedule 2020-2021



Partner: Hillsborough County

Delivery Weeks A & B

July 2021							August 2021							September 2021							October 2021							November 2021							December 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	1	2	3	4	5	6	7				1	2	3	4						1	2		1	2	3	4	5	6				1	2	3	4
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30			24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
																					31																				
January 2022							February 2022							March 2022							April 2022							May 2022							June 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5			1	2	3	4	5						1	2	1	2	3	4	5	6	7				1	2	3	4
2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
9	10	11	12	13	14	15	13	14	15	16	17	18	19	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
16	17	18	19	20	21	22	20	21	22	23	24	25	26	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
23	24	25	26	27	28	29	27	28						27	28	29	30	31			24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		
30	31																																								

Delivery Week A
 Delivery Week B
 No Deliveries
 First and Last Day of School

Delivery Week A DELIVERIES ON YELLOW WEEK ONLY	Delivery Week B DELIVERIES ON RED WEEK ONLY
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