IDEA Florida
Board Consent Item
May 28, 2021

Subject: Resolution Related to IDEA FL Principals Participating in IPS Compensation and Benefits Plan

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Proposed Board Action: For Approval

Executive Summary:

The proposed resolution authorizes the Chair of the Board work with IPS Enterprises Inc., to allow IDEA Florida Principals to participate in the benefits and compensation plan offered to Principals employed by IPS Enterprises, Inc.

Supporting Documentation: Draft Resolution

Presenter: Adam Miller, VP of Policy and Advocacy

RESOLUTION OF THE BOARD OF DIRECTORS OF
IDEA FLORIDA, INC.
AUTHORIZING THE CHAIR ON BEHALF OF THE BOARD AND IPS ENTERPRISES TO TAKE ALL NECESSARY STEPS TO HAVE IDEA FLORIDA EMPLOYEES PARTICIPATE IN THE IPS EMPLOYEE BENEFITS PLAN

WHEREAS, the Board of Directors of IDEA Florida, Inc. (the "Corporation") is committed to providing a compensation program to its Principals that encourages and supports long-term retention in these challenging senior roles; and

WHEREAS, the Board has determined that it is in the best interest of the Corporation to adopt a competitive benefits and compensation plan as it relates to Principals.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF IDEA FLORIDA, INC., as follows:

RESOLVED, the Board hereby authorizes the Chair of the Board to take all necessary steps to have IDEA Florida employees participate in the IPS Enterprises employee benefits plans.

RESOLVED FURTHER, that the Board hereby authorizes the Officers of the Corporation to take all other actions and do all other things as may be necessary, desirable, or appropriate to carry out the obligations or responsibilities for the purpose and intent of this Resolution.

RESOLVED FURTHER, this Resolution shall take effect immediately upon its passage.

[*Signature Page Follows*]

PASSED AND APPROVED BY THE MAJORITY OF MEMBERS OF THE BOARD OF DIRECTORS OF IDEA FLORIDA, INC., ON THE _____DAY OF _____ 2021.

CERTIFICATION

The undersigned, being the Secretary of the Corporation, hereby certifies that the foregoing represents a true copy of a Resolution of the Directors of the Corporation, duly held on _____, 2021, which Resolution is in full force and effect and has not been revoked or amended.

_____

Secretary __/__/____

IDEA Florida
Board Consent Item
May 28, 2021

Subject: Memorandum of Understanding with Mindfulness Director Initiative

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Proposed Board Action: For Approval

Executive Summary:

The proposed Memorandum of Understanding between IDEA Florida and the Mindfulness Director Initiative (MDI) represents a collaboration between IDEA and MDI to identify, recruit and secure a full-time Mindfulness Director to teach mindfulness to students, staff and other community members at IDEA Hope and Victory for the 2021-22 school year. The costs associated with this initiative will be split between MDI and IDEA Florida. IDEA Florida's portion of the cost will be funded via a matching philanthropic donation.

Supporting Documentation: Draft MOU between IDEA Florida and MDI

Presenter: Dr. Christopher Warren, Regional Director of Advancement, IDEA Tampa Bay

Mindfulness Director Initiative

Mindfulness Director Initiative at IDEA Public Schools Tampa Bay Placement Agreement

This Placement Agreement (the "***Agreement***") is entered into as of the date of the last signature affixed hereto (the "***Effective Date***") between Mindfulness Director Initiative ("***MDI***"), a Massachusetts non-profit corporation ("Company"), and IDEA Florida, Inc. IDEA (each, a "***Party***" and , collectively, the "***Parties***").

MDI will partner with _IDEA_ to provide a qualified Mindfulness Director (referred to as *"Mindfulness Coordinator")* at IDEA and then provide implementation support with the goal of creating a thriving culture of mindfulness at "IDEA Victory" and "IDEA Hope" campuses.

Commitments and Expectations of MDI

- MDI shall collaborate with IDEA to identify, recruit, and select a full-time Mindfulness Director to be physically located at IDEA. Such person shall possess an appropriate level of training in mindfulness, pertinent certifications to educate others on the topic of mindfulness, and sufficient experience to be successful in this role. The final selection of a candidate shall be the responsibility of IDEA Florida Inc., and the hiring of this individual as an IPS Enterprises employee shall be subject to all IPS employee hiring requirements.
- MDI has a "right of refusal" over the final hire to ensure expectations of the MDI initiative are supported through funding of the position as described in the "Funding and Estimated Value" section below .
- MDI and IDEA will collaborate and agree upon a job description that accurately reflects the responsibilities and expectations for the role prior to this agreement being executed.
- The Mindfulness Director will comply with all school rules, regulations and the expectations for conduct on the same terms as employees of IPS Enterprises, Inc.- Tampa Bay, and is at will employee, subject to termination or discipline on the same terms and conditions as any other IPS at will employee.
- MDI and its staff will protect student information and maintain student confidentiality at all times. MDI must comply with the Federal Educational Rights and Privacy Act (FERPA).
- MDI administration shall initiate a "status check-up" with the Vice President of Schools to ensure a smooth implementation of the program.

Commitments and Expectations

- The Vice President of Schools shall support the Mindfulness Director in a way that leads to successful outcomes for mindfulness initiatives. To coordinate classroom-based instruction, activities, or events, the Vice President of Schools will be the Mindfulness Director's first contact. To effectively carry out the support functions, the Vice President of Schools may delegate certain tasks or responsibilities of support to other staff members.
- Adequate space will be provided for the Mindfulness Director to conduct classes, meetings, and gatherings of students, staff, and parents.
- The Vice President of Schools will provide the Mindfulness Director with a telephone line, voicemail box and the resources necessary to provide the services contemplated by this Agreement remotely, if necessary.

- Regional Director of Advancement will partner with the Vice President of Schools and MDI to develop accurate and timely updates on the mindfulness initiatives.

Funding and Estimated Value

The cost to fund a full-time Mindfulness Director is estimated to be $60,000.00. MDI shall contribute 50% of the actual cost of salary and benefits to support funding the position for the 2021-2022 school year.

MDI will issue payment quarterly as follows:

- July 1, 2021
- October 1, 2021
- January 1, 2022
- April 1, 2022

If the two parties agree to continue the program beyond this term pursuant to a Successor Agreement (defined below), then there will be an expectation that IDEA begin to bear a gradually increasing amount of the costs with the goal of it being fully funded by IDEA in future years.

Term and Successor Agreement

The term of this Agreement is July 1, 2021 through June 30, 2022 (the "***Term***"). By April 1, 2022 both parties agree to either develop a successor agreement for continuation of the program, with the same or different terms (the "***Successor Agreement***"), or decide to end the program effective June 30, 2022.

Ownership Rights for Supplies and Curriculum Materials

IDEA understands and agrees that in conjunction with MDI's and the Mindfulness Director's work under this Agreement, certain supplies and new curriculum programs, materials or plans may be devised by the Mindfulness Director or MDI and that MDI owns and retains these supplies, programs, materials, and plans and may share them, as well as any best practices learned from working with IDEA, with other MDI clients.

Limitation of Liability

IN NO EVENT WILL MDI BE LIABLE (UNDER ANY THEORY OF LIABILITY) IN CONNECTION WITH THIS AGREEMENT FOR: (I) ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, MULTIPLE, PUNITIVE OR INDIRECT DAMAGES UNDER ANY THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) ANY AMOUNT IN EXCESS OF THE AMOUNT REIMBURSABLE BY MDI'S INSURANCE PER A VALID CLAIM UP TO A MAXIMUM OF MDI'S INSURANCE LIMIT.

The exclusions and limitations set forth in this Section will not apply to (a) MDI's willful misconduct or fraud, or (b) the extent precluded by applicable law.

Termination of Agreement

This Agreement may be terminated by either Party by providing at least ninety (90) days' written notice to the other party.

The following Sections will survive any termination or expiration of this Agreement: Sections Ownership Rights for Supplies and Curriculum Materials, Limitation of Liability and Miscellaneous.

Miscellaneous

This Agreement (a) constitutes the entire agreement of the Parties concerning this subject matter; (b) supersedes any prior or contemporaneous written or oral agreements, understandings or representations; (c) may not be modified, except by mutual written agreement of the parties; (d) is not made for the benefit of any third parties; (e) may be executed and delivered in counterparts, including by fax or email, each of which will be deemed an original.

ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS

Contractor understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. According to Florida Public Records laws documents submitted by Contractor which constitute trade secrets as defined in Florida Statute 812.081 or proprietary confidential business information as set forth in Florida Statute 366.093, and which are stamped as confidential at the time of submission to School, are not subject to public access. The Contractor shall keep and maintain public records required by the School to perform the service. The Contractor shall keep records to show its compliance with program requirements. Contractors and subcontractors must make available, upon request of the School, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School's custodian of public records, provide the School with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the School. The Contractor shall retain all records for five (5) years after final payment is made or received and all pending matters are completed. Or, upon completion of the contract, transfer, at no cost, to the School all public records in possession of the Contractor or keep and maintain public records required by the School to perform the service. If the Contractor transfers all public records to the School upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records.

By signing below, I approve this Agreement and the entirety of its terms and conditions.

_____	_____
Marc Waxman, Executive Director	Julene Robinson, Executive Director
Mindfulness Director Initiative	IDEA Florida, Inc.
Date:	Date:

IDEA Florida
Board Consent Item
May 28, 2021

Subject: Approval to Participate in US Foods and CNP Cooperative Contract

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Proposed Board Action: For Approval

Executive Summary:

The proposed agreement will allow IDEA Florida to establish a partnership with US Foods and Premier through their OMNIA Partners Contract #19FS1 (Food products and distribution for K-12 and other agencies) for the ordering and receipt of food products.

Supporting Documentation: Draft Proposal and Agreement

Presenter: Michael Lopez, CNP Director of Finance and Operations

CONTRACT REQUEST FORM

IDEA Public Schools

☑ New contract ☐ Renewal *(Check one)*

☐ New vendor ☐ Existing vendor *(Check one)*

Date 5/3/2021

Requestor Name and Title Michael Lopez

Campus/Department CNP

Vendor Name OMNIA Partner Contracts Vendor No. _____

CO-OP Member ☑ Yes ☐ No If YES, which one OMNIA Partners Contract

Description of services

OMNIA Partners Contract #19FS1 - Food Products and Distribution for K-12 and Other Public Agencies

Contract terms Start date May 14th 2021 End date ongoing

Amount ---

Fund Source (Account string) 4330 - Food Services

Section I. Are you using State/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? ($1 - $10,000) ☐ Yes ☐ No

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

Vendor/Quote 1 _____

Vendor/Quote 2 _____

Is this Purchase >$250,000? ☑ Yes ☐ No If YES, BID/RFP required

RFP# COOP

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)

Section IV. Urgent request ☑ Yes ☐ No If YES, provide the reason and date needed by

Allows for the distribution of food in Florida schools.

Management approval Fernando Aguilar Digitally signed by Fernando Aguilar Date: 2021.05.03 10:16:30 -05'00' Name and Title _____

April 16, 2021

RE: IDEA Public Schools Board Approval Request for US Foods and CNP Cooperative Contract

Dear IDEA Public Schools Board,

IDEA Public Schools – Child Nutrition Program is seeking approval to establish a partnership with US Food and Premier through their OMNIA Partners Contract # *19FS1 – Food Products and Distribution for K-12 and Other Public Agencies.*

Procurement Summary

1. US Foods & Premier are eligible under this procurement to provide food products and distribution for the Tampa Bay Region opening in Aug. 2021.

Documents Attached:

A. Master Agreement (Omnia Partners Document)
B. Renewal Letter (Omnia Partners Document)
C. Amendment with Jessica Lunsford Act (Section 1012.32, Florida Statues) and Protest Procedures (Chapter 120, Florida Statutes)

If we can be of any further assistance or if you have any questions or concerns regarding this RFP, please feel free to contact me at (956) 314-9343 or at Michael.lopez@ideapublicschools.org.

Sincerely,
Michael Lopez
CNP Director of Finance and Procurement

Purchasing Office
191 South East Street
Frederick, Maryland 21701
301-644-5074 phone
301-644-5213 fax

Frederick County Public Schools
Reach. Challenge. Prepare.

Stephen P. Starmer, C.P.M., CSBA,
Purchasing Manager
Kim Miskell, Assistant Purchasing Manager
Bill Meekins CPPB, CPCP, Purchasing Agent
Shane Ryberg, Purchasing Agent

MASTER AGREEMENT

THIS AGREEMENT is made as of this 24th day of April, 2019, by and between Frederick County Public Schools ("FCPS") and Premier Healthcare L.P and US Foods Inc. (collectively the "consultant")

BACKGROUND

A FCPS is located at 191 South East Street, Frederick County, MD 21701.

B. This supplier is responsible for the delivery of Food Products and Distribution for FCPS Food & Nutrition Services Department.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions hereinafter contained and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. Term.
This Agreement shall be for a term beginning June 1, 2019 and, unless sooner terminated as provided in this Agreement, expiring on May 31, 2021. By mutual agreement of the parties and finalization of renewal pricing, the contract may be renewed from June 1, 2021, through May 31, 2023, and subsequently for up to two (2) additional two-year periods for a maximum term of eight (8) years.

2. Services
During the term of this Agreement Consultant shall provide the services which are set forth in the following documents outlined which are a part of this Agreement and the Consultant's response thereto, which is incorporated by reference thereto and which is also part of this Agreement.

A. Request for Proposals for Food Products and Distribution for K-12 and Other Public Agencies, RFP #19FS1

B. Consultant's Technical Response to the Request for Proposals for Food Products and Distribution for K-12 and Other Public Agencies

C. Consultant's Pricing Response to the Request for Proposals for Food Products and Distribution for K-12 and Other Public Agencies

D. Contractor's Response to Proposal Clarification Questions dated October 03, 2018.

Frederick County Public Schools' will issue a final ruling on any perceived contradictions concerning the various components of this Agreement listed below. In the event of a conflict in the interpretation of the various components of this Agreement, the Order of Preference is as follows:

A. This Agreement.

B. Request for Proposals for Food Products and Distribution for K-12 and Other Public Agencies, RFP #19FS1.

C. Contractor's Technical Response to the Request for Proposals for Food Products and Distribution for K-12 and Other Public Agencies.

D. Contractor's Pricing Response to the Request for Proposals for Food Products and Distribution for K-12 and Other Public Agencies.

E. Contractor's Response to Proposal Clarification Questions dated October 03, 2018.

It is understood that delivery of most services will be provided by Consultant's preferred primary vendor, US Foods, Inc. ("Vendor"), which is designated as Consultant's subcontractor for the purpose of this Agreement. In addition, FCPS and Participating Agencies will have access to Premier's full foodservice contract offering which includes additional non-broadline suppliers subject to the local procurement regulations and procedures of each member.

3. Payment
The Board agrees to pay Vendor and Vendor agrees to accept, as full compensation for Consultant's and Vendor's services under this Agreement, a fee per case of delivered product as set in the price proposal. Vendor shall submit an invoice on at the time of delivery detailing the products delivered and the actual costs incurred. Payment shall be made in accordance with the Pages 30-31 of RFP #19FS1.

4. Independent Contractor. The Board and Consultant recognize and agree that Consultant is an independent contractor, and that neither Consultant nor any of Consultant's employees or agents are employees of the Board.

5. Subcontract or Assignment. Consultant shall not subcontract or assign any part of this Agreement with the exception of any of the consultant's affiliates without the prior written consent of the Board; provided, however, the Board acknowledges and agrees that the delivery of food products that shall be assigned to US Foods, Inc. the Consultant's preferred prime vendor.

6. Insurance
The Consultant and its subcontractors, US Foods, Inc., shall procure and keep in force the following required insurance coverages listed below.

A. Commercial General Liability Insurance at limits of not less than One Million Dollars ($1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of One Million Dollars ($1,000,000) aggregate. Such insurance shall include contractual liability insurance.

B. Business Automobile Liability at limits of not less than One Million Dollars ($1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Agreement.

C. Workers' Compensation coverage as required by the State of Maryland, as well as any similar coverage required for this work by applicable Federal or "other state's" state law.

D. The Board and its elected/appointed officials, employees, departments, agencies, agents and volunteers shall be covered, by endorsement, as additional insureds with respect to liability arising out of activities performed or to be performed by or on behalf of the Consultant or US Foods, Inc., as applicable.

7. Criminal Background Check.
It is the responsibility of Consultant to make certain, through a criminal background check, that its employees and contractors who may have contact with students are in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code and have not been convicted of nor have pending charges for the commission of or attempt to commit Murder, Child Abuse, Rape, Child Pornography, Child Abduction, Kidnapping of a Child or Sexual Offense as defined by Article 27, Subsection 464, 464A and 464C of the Annotated Code of Maryland. All costs for conducting a criminal background check shall be borne by Consultant. The Consultant and its employees and contractors who may have contact with students, shall, to its knowledge, be free of tuberculosis. Furthermore, it shall be the responsibility of the consultant to notify all subcontractors and vendors of the requirements listed herein.

8. Compliance with Laws. Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Agreement. Notwithstanding the provisions of Section 13, Consultant's material violation of any of these laws, statutes, ordinances, rules, or regulations in the performance of the services constitutes a breach of this Agreement and entitles the Board to terminate this Agreement immediately upon delivery of written notice of termination to Consultant.

9. Termination for Convenience.
This contract may be terminated by either party at any time, without any liability, upon thirty (30) days prior written notice to the other party, provided that Consultant shall be compensated for services rendered prior to the date of termination.

10. Performance Evaluation. The Board or its authorized agent or representative may conduct an evaluation of the Consultant's performance under this contract. Consultant shall fully cooperate with the Board or its authorized agent or representative and shall provide such information and documents as may be requested to conduct the performance evaluation.

11. Governing Law. This Agreement shall be construed by and governed under the laws of the State of Maryland.

FCPS

Frederick County Public Schools

Reach. Challenge. Prepare.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Agreement as of the date written below.

Facility: Frederick County Public Schools

Date: April 29, 2019 Name: Dr. Theresa Alban

Title: Superintendent

Signature: Theresa Alban

Premier Inc.:

Name: JON GARRETT Title: VICE PRESIDENT - FOOD & NUTRITION STRATEGY

Email: jon_garrett@premierinc.com Direct Phone # 720-445-1712

Fax #

Address: 13034 BALLANTYNE CORPORATE PLACE

City: CHARLOTTE State: NC Zip: 28277

Signature: Jon Garrett

Purchasing Office
191 South East St
Frederick, Maryland 21701
301-644-5204 phone
301-644-5213 fax

Frederick County Public Schools
Reach. Challenge. Prepare.

Leslie Pellegrino, CPA,
Acting Purchasing Manager
Kim Miskell, CSBO, Assistant Purchasing Manager
Bill Meekins CPPB, CPPO, NIGP-CPP, CSBO, CPCP, Purchasing Agent
Shane Ryberg, Purchasing Agent

March 29, 2021

Premier, Inc.
13034 Ballantyne Corporate Place
Charlotte, NC 28277
Attn: Jon Garrett, Vice President
jon_garrett@premierinc.com

Dear Mr. Garrett:

Ref: Notice of Award – RFP 19FS1, Food Products and Distribution for K-12 and Other Public Agencies

Please be advised that on March 24, 2021, the Board of Education of Frederick County renewed the contract for RFP 19FS1, Food Products and Distribution for K-12 and Other Public Agencies, with your company, per the attached Summary of Renewal.

The renewal term shall be effective from June 1, 2021 through May 31, 2023, with two two-year renewal options remaining.

As stated in the specifications, please send the following document within the next ten days:

- A current Certificate of Insurance in accordance with the coverage requirements listed in the bid document.

Your continued interest in serving Frederick County Public Schools is appreciated. Should you have any questions concerning this matter, please contact me at (301) 644-5204.

Sincerely,

Shane Ryberg

Shane Ryberg,
Purchasing Agent

Attachments: Summary of Renewal

SR/kl

cc: Robert Kelly, Director, Food and Nutrition Services
Bid file

RFP 19FS1

FOOD PRODUCTS AND DISTRIBUTION FOR K-12 AND OTHER PUBLIC AGENCIES

SUMMARY OF RENEWAL

Drop Sizes	Less than $2,499	$2,500 - $2,999	$3,000- $3,999	$4,000- $5,499	$5.500- $6,999	$7,000- 10,999	$11,000- $15,999	$16,000+
K-12 FEE PER CASE								
CHEESE	$2 .23	$2 .02	$1.92	$1.84	$1.80	$1.66	Sl.61	$1.50
CHEMICALS & JANITORIAL	$2.23	$2.02	$1.92	$1.84	$1.80	$1.66	$1.61	$1.50
COFFEE & TEA	$2.23	$2.02	$1.92	$1.84	$1.80	$1.66	$1.61	$1.50
COP $0.00 - $2.00	$2.23	$2.02	$1.92	S1.84	$1.80	Sl.66	$1.61	$1.50
COP $2.01- $3.50	$2.23	$2.02	$1.92	$1.84	$1.80	$1.66	$1.61	$1.50
COP $3.51· $5.00	$2.23	S2.02	$1.92	$1.84	$1.80	$1.66	$1.61	$1.50
COP $5 .01 - $15.00	$2.23	$2.02	$1.92	$1.84	$1.80	$1.66	$1.61	$1.50
COP $15.01 +	$2.23	$2.02	$1.92	$1.84	$1.80	$1.66	$1.61	$1.50
DAIRY OTHER INC MILK	$2.23	$2.02	Sl.92	$1.84	$1.80	S1.66	$1.61	$1.50
DISPOSABLES	$2.23	$2.02	$1.92	$1.84	$1.80	$1.66	$1.61	$1.50
DRY GROCERY	$2.23	$2.02	$1.92	$1.84	$1.80	$1.66	$1.61	$1.50
EGGS	$2.23	$2.02	$1.92	$1.84	$1.80	$1.66	$1.61	$1.50
EQUIPMENT &SUPPLIES	9.75%	9.75%	9.75%	9.75%	9.75%	9.75%	9.75%	9.75%
FRESH ANO FZN MEAT SEAFOOD ANO POULTRY FRESH PRODUCE	$2 .23	S2.02	$1.92	$1.84	$1.80	$1.66	$1.61	$1.50
FROZEN GROCERY	$2.23	$2.02	$1,92	S1.84	$1.80	$1.66	$1.61	$1.50
	$2 . 23	$2.0 2	S 1 .92	$1.84	$1.80	$1.66	$1.61	$1.50
MEDICAL NUTRITIONAL PRODUCTS	$2.23	$2.02	$1.92	$1.84	$1.80	$1.66	$1.61	$1.50
REFRIGERATED GROCERY	$2.23	$2.02	S1.92	S1.84	$1.80	$1.66	$1.61	$1.50
K-12 FEATURED FEE PER CASE								
PC CONDIMENTS· PIM 235 & 325	$0 .89	$0 .89	$0.89	$0.89	S0.89	$0.89	$0.89	$0.89
PCJUICES· PIM 1702 . 1703.1704, 76,26 7627, 762	$0.89	$0.89	$0.89	$0.89	S0.89	$0.89	$0.89	$0.89
YOGURT SINGLE SERVE· PIM 3150	$0.89	$0.89	$0.89	$0.89	$0.89	$0.89	$0.89	$0.89
BOTTLED WATER·PIM 1955	$0.89	$0.89	$0.89	$0.89	S0.89	S0.89	$0.89	$0.89
DISPOSABLE CUTlERY• PIM 197	S0.8 9	$0.89	$0.89	$0.89	$0.89	$0.89	S0.89	$0.89

DocuSign Envelope ID: DFA5F201-C569-4F1D-920D-D352C5EBEEC1

April 12, 2021

JoAnn Gama
Chief Executive Officer and Superintendent
2115 W. Pike Blvd.
Weslaco, TX 78596

RE: Side Letter Agreement ("SLA") for IDEA Public Schools accessing the Frederick County Public Schools - contract # 19FS1

Dear Mrs Gama:

The purpose of this SLA is to confirm certain understandings and commitments regarding performance by US Foods, Inc. ("USF') of certain purchasing, warehousing, and distribution functions and other related services for food and related non-food products for IDEA Public Schools ("Customer"). "Contractor" shall be understood to refer jointly to Premier Healthcare Alliance, L.P. ("Premier"), in partnership with USF.

The parties hereby acknowledge that this SLA amends the Customer's participation in the OMNIA Partners, Public Sector (hereinafter "OMNIA", previously known as U.S. Communities) cooperative purchasing opportunity for Food Products and Distribution, based on Contract #19FS1 ("Master Agreement") dated April 24, 2019, by and between Frederick County Public Schools and the Contractor.

The parties hereby agree that, notwithstanding anything to the contrary otherwise contained in the Master Agreement, the following terms and conditions shall apply to Customer's purchase of products under the Master Agreement:

DocuSign Envelope ID: DFA5F201-C569-4F1D-920D-D352C5EBEEC1

USF, as distributor, will abide by all pertinent local, state and Federal laws including but not limited the Jessica Lunsford Act (Section 1012.32, Florida Statutes) and Protest Procedures (Chapter 120, Florida Statutes)

Regards, DocuSigned by: Rob Burkart 49C0BECF43C148D... 4/12/2021

Rob Burkart

Vice President, National Sales

US Foods

IDEA Public Schools

_____

IDEA Florida
Board Consent Item
May 28, 2021

Subject: Purchase of Document Lock Document Management Platform

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Proposed Board Action: For Approval

Executive Summary:

The DocumentLOK electronic document management platform is a powerful suite of modules that provides for complete control over document flow, storage, security and access. It includes the following modules: Content Management, ByScan Document Capture, System Administration, IdentFile, Workflow, and PowerSchool API. The total cost is $3,564.

Supporting Documentation: Draft Proposal and Agreement

Presenter: Inelba Figueroa, Director of Student Information Systems

CONTRACT REQUEST FORM

IDEA Public Schools

☑ New contract ☐ Renewal *(Check one)*

☐ New vendor ☑ Existing vendor *(Check one)*

Date 5/12/21

Requestor Name and Title Inelba Figueroa

Campus/Department SIS Team

Vendor Name Bull Valley Software Vendor No. _____

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

Description of services

Electronic document management platform that gives us complete control over the document flow, storage, security and access of each student data file. It allows us to monitor and log any action on any document within the DocumentLok database. It provides the tools to be compliant with legislations such as HIPAA, FERPA and other federal, state and local documents regulations.

Contract terms Start date July 1st 2021 End date June 30, 2022

Amount $3,564.00

Fund Source _____
(Account string)

Section I. Are you using State/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? ($1 - $10,000) ☐ Yes ☐ No

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

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)

Section IV. Urgent request ☑ Yes ☐ No If YES, provide the reason and date needed by

By next board meeting and approval date.

Management approval _____ Name and Title Cody Grindle, VP of Information Systems

DocumentLOK

Document Management Platform by Bull Valley Software

DocumentLOK™ for K-12 Document Management Platform

Revised Proposal For

IDEA Florida, Inc

May 2, 2021

PowerSchool ISV PARTNER

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DocumentLOK™ for K-12 Solution Components

The DocumentLOK™ electronic document management platform is a powerful suite of modules that gives your district complete control over your document flow, storage, security and access. The DocumentLOK™ electronic document management platform is composed of the following modules:

DocumentLOK™ Content Management Module

DocumentLOK™ is built upon a rock-solid framework, utilizing the latest programming code and design tools, and provides centralized access to any kind of information – including an unlimited number[1] of scanned images, imported Microsoft Office™ documents, voice mail messages, audio files, video files, software files, Web documents, email, faxed documents, and more – all through a universal desktop. Any file that can be created by, or stored on, your computer or network can be archived and managed through DocumentLOK™.

Your DocumentLOK™ platform includes automatic activity tracking. With DocumentLOK™'s activity tracking, a district is able to monitor and log any action taken on any document within the DocumentLOK™ database. From the moment that the document or file is introduced into the content database – either through scanning or electronic import, everything that happens with that document or file can be recorded, including simply opening a document, or even searching for a specific document or document type. Our activity tracking gives you the tools you need to be compliant with legislations such as HIPAA, FERPA and other federal, state, or local document regulations[2].

bvSCAN™ Document Capture Module

The bvSCAN™ document capture module supports front-end (or pre-process) centralized scanning, back-end (or post-process) centralized scanning, distributed scanning, and local (or desktop) scanning. Its wealth of features, superior performance, unprecedented compatibility with third party products, and ease of training makes bvSCAN™ ideal for virtually any scanning need.

Centralized scanning

Centralized scanning is performed from a centralized scan station, comprised of a Microsoft Windows™-based workstation (upon which the bvSCAN™ software is loaded) with a production-class scanner attached to it. This workstation can be configured as a dedicated scanning station, a complete archive retrieval system, or a multi-purpose workstation.

[1] DocumentLOK™ does not impose any limitation upon the number or size of documents or files a district is able to store within the content database. A district would, of course, be limited by the space available on its storage device(s).
[2] Bull Valley Software cannot guarantee any district's compliance with any legislation or rules. DocumentLOK™ can only provide the tools that a district can use to be compliant; the district must use these tools in the proper manner to ensure its own compliance with appropriate legislation.

Distributed scanning
Distributed scanning is typically performed on production-class scanners or multi-function devices (MFDs) located either throughout the office, or across a wide area network (WAN). In this scenario, staff members scan in single or multiple documents utilizing the document capture software that is pre-installed on the scanner or MFD. These documents are typically routed to a monitored folder on the network. Any documents in these folders can then accessed by the folder owner and committed to the document database.

Local (or desktop) scanning
Local (or desktop) scanning is typically performed from a staff member's desktop – usually when the volume of scanning makes multiple trips to the MFD impractical, or when sensitive documents that should not be seen by others are involved. These documents can be scanned and indexed into DocumentLOK™ directly through the PowerSchool user interface.

bvADMIN™ System Administration Tool

Included with every DocumentLOK™ electronic document management platform, bvADMIN™ is the central "hub" through which a district manages its DocumentLOK™ modules, security permissions, and content repositories. Built upon the latest Microsoft .NET™ platform, bvADMIN™ gives a district the power and control needed to secure today's sensitive business information.

IdentiFile™ Burst-and-File Module

Our revolutionary IdentiFile™ functionality allows for the automatic bursting, indexing, and filing of mass-created documents – such as report cards, transcripts, and standardized assessment results reports. The IdentiFile™ module is comprised of two sub-modules. First, the IdentiFile™ Burst-and-File Designer (IdentiFile™ BFD) allows the user to design a template which defines what elements are going to be used as metadata for indexing purposes, where to find this metadata, and how it will be used. Second, the IdentiFile™ Burst-and-File Filer (IdentiFile™ BFF) executes the process, accessing the metadata as defined in the IdentiFile™ template, bursting the documents, assigning the necessary attributes and indexing criteria, filing each document into the proper student file within DocumentLOK™ and linking each document to the appropriate student record within PowerSchool – ***all without additional human intervention***.

DocumentLOK™ Workflow Module

Users can design workflow processes based upon defined business rules via an easy-to-use interface, with no coding knowledge required. Users can instantly see those processes in which they are included as well as the current stage of each workflow – automatically filtered to show only those workflows in which the user is included or has been given the security permissions to access. Workflows can require the inclusion (or exclusion) of specific document types, and the system can notify staff members if needed documents are absent, or if prohibited documents are present. Workflow processes can also define the departments or specific people to whom the documents must be routed (and in what order), as well as approvals or sign-offs by specific staff members that may be needed along the way. Additional features also include the prioritization of workflow processes, and the ability to generate pre-defined or ad hoc reports via Microsoft® Excel or reporting software such as Crystal Reports.

PowerSchool API Module

DocumentLOK™ is embedded within PowerSchool to bring seamless integration and unparalleled productivity to your daily work. Documents within DocumentLOK™ can be linked to any student within PowerSchool, enabling your staff members to file or retrieve documents with a single mouse click, without ever leaving PowerSchool.

PowerSchool Portals:

DocumentLOK™ allows for documents to be accessed through PowerSchool's:

- Admin Portal;
- Parent Portal;
- Student Portal; and
- PowerTeacher Module

DocumentLOK™ Licensing

Per-Student Annual Licensing

Licensing for the DocumentLOK™ platform is on a per-student, per-year basis. Since district funding is based largely upon student count, per-student licensing makes your budgeting process much easier. In addition, it allows you to grant access to as many staff members as you want; you don't have to limit the number of system users for fear of incurring additional per-user fees. This annual licensing fee is based upon the enrollment figure(s) reported to your state education agency for the covered academic year.

This will be the only license fee you pay for DocumentLOK™ – making your annual budgeting easy. Because we don't limit your usage in any way (see the "No Limits" section, below) you don't have to worry about getting nickeled-and-dimed to death.

Full User Licenses

DocumentLOK™ end user licenses are full user licenses – allowing your staff members to perform any functions within the software that your district has given them the security permissions for. We do not break out "full user licenses" vs. "view-only licenses" – this only makes your system administrator's life more difficult.

"No Limits"

We don't believe in limiting your use of DocumentLOK™. This means there are no limits on:

- The number of student records managed within the DocumentLOK™ platform;
- The number of staff members that can access documents within the DocumentLOK™ platform;
- The number of individual documents within the DocumentLOK™ platform;
- The size of any documents within the DocumentLOK™ platform;
- The number of data collections (departments) managed within the DocumentLOK™ platform;
- The types of documents (.pdf, .tif, .jpg, .png, .doc, .docx, .xls, .wav, .mp3, .mp4, etc.) contained within the DocumentLOK™ platform (any file that you can create or store on your computer or network is compatible).

DocumentLOK™ Online Implementation and Training

Given that this is an expansion of the existing IDEA network, an abbreviated implementation process will take place, per previous discussions.

This implementation process is as follows:

Project Schedule Development Phase

During the Project Schedule Development phase, we will work closely with you and your decision-makers to determine the ideal schedule for the remainder of the phases. The exact schedule will vary depending upon the availabilities of our respective organizations and the depth & breadth of the features/functionalities to be implemented initially.

These tasks will be performed remotely via online web meetings.

Workflow Analysis Phase

During the workflow analysis phase of the implementation cycle, Bull Valley Software, Inc. will facilitate the discussions to develop and document your internal procedures. This information, along with the information gathered in the needs analysis phase of the process and the implementation and rollout reviews will be used to develop the formal process & procedures guide for your district.

During this phase, the following functions will be performed:

- Business workflow review.
- A complete review of your current filing procedures (methods, frequency, and life cycle).
- Documentation of your new electronic filing procedures developed as a result of the filing review meetings.

This phase will be performed remotely via online web meetings.

Technical Implementation Phase

Our highly skilled technicians will drive the technical implementation phase. Based upon the output from the previous phase, our technicians (with your I.T. staff or consultant's assistance) will create and configure the database and plug-in, as well as install it.

We will also conduct a thorough test of the system prior to your go-live date.

Training Phase

During prior conversations, IDEA stated that they would like to conduct the training internally. Therefore, no training time is included in this proposal. Please let your Account Manager know if you would like us to conduct the initial user training.

This proposal is based upon bringing up the Student Records department – or one other department, if preferred.

Should you decide to bring up more departments, additional charges may be assessed for the additional time required.

DocumentLOK™ for K-12 Pricing Schedule: with Web-Based Training

IDEA Florida, Inc

DocumentLOK™ Included Modules	One (1) DocumentLOK™ server software license	*Included in Annual License Fees*
	This includes, as outlined earlier:	*Included in Annual License Fees*
	bvSCAN™ Batch Scanning Modules – as many licenses as needed	*Included in Annual License Fees*
	bvADMIN™ System Administration Tool	*Included in Annual License Fees*
	bvLOG™ activity tracking module	*Included in Annual License Fees*
	Workflow module	*Included in Annual License Fees*
	IdentiFile™ module	*Included in Annual License Fees*
	PowerSchool API integration module	*Included in Annual License Fees*
DocumentLOK™ Annual License Fees[1, 2]	DocumentLOK™ for K-12 Annual License Fees[1, 2] Estimated 1,032 students @ $2.00 per student per year Minimum: $1,000 per year **2021.2022 Academic Year – July 1, 2021 through June 30, 2022**	$ 2,064.00
Professional Services Fees[3]	Abbreviated Implementation & Installation Package (See Document Management Implementation section of this proposal for details.)	$ 1,500.00
Hosting Fees	Setup Fee	N/A
	First Month Hosting Fees: Details & specifications as outlined in the Hosting Fees section of this proposal	N/A
Scanners (optional)[4]	See scanner options quoted separately, if applicable	N/A
	INITIAL SOFTWARE & IMPLEMENTATION INVESTMENT:	**$ 3,564.00**

[1] **When DocumentLOK™ Annual License Fees are paid current, you are entitled to receive all DocumentLOK™ enhancements and maintenance releases, as well as unlimited telephone and email technical support (excludes additional training services).**

[2] **DocumentLOK™ annual license fees are currently $2.00 per student per year, subject to an annual minimum of $1,000. If your annual enrolment remains under 500 students, your annual license fee will remain at the then-current annual minimum. At such time as your annual enrolment surpasses 500 students, your annual license fees would move to the per-student-per-year fee – currently $2 per student per year.**

[3] **This proposal assumes on-line training. Should you desire on-site training, additional fees would be required. In addition to the on-site training fees, you would also be responsible for the actual travel & lodging expenses for your trainer.**

[4] **Scanner pricing does not include shipping or sales tax.**

All prices are subject to change without written notice. This proposal is valid for 30 days from date of proposal unless otherwise noted above.

DocumentLOK™ for K-12
Execution and Payment Terms

The following payment terms are NOT available to other prospects. These have been negotiated specifically for IDEA Florida Inc. We therefore ask that the terms not be disclosed to anyone outside of this Agreement process.

The pricing herein is based upon a software installation date of July 1, 2021, or sooner. If actual installation occurs sooner, no additional license fees will be charged. License fees will still be effective July 1st.

Brookfield Public Schools and Bull Valley Software agree to the following execution and payment terms:

1) This ***entire proposal and End User License Agreement (EULA)***, must be signed and returned to Bull Valley Software for this Agreement to be executed and your implementation scheduled. We recommend the completed paperwork be emailed to Paul.Fotis@BullValleySoftware.com. Alternatively, you can mail hard copy to:

   Bull Valley Software, Inc.
   P.O. Box 2029
   Woodstock, IL 60098 USA

   THE PRICING PAGE OF THIS PROPOSAL SHALL SERVE AS YOUR INVOICE.

   Immediately upon execution of this Agreement, IDEA Florida, Inc shall issue, and send to Bull Valley Software, a purchase order for the full **INITIAL SOFTWARE & IMPLEMENTATION INVESTMENT** as reflected in the Pricing section of this Proposal.

2) Bull Valley Software shall, upon receipt of this purchase order, begin the implementation process (conduct business analysis meetings, configure the data repository, and build the PowerSchool plug-in).

3) As outlined above, this Proposal is based on a software installation date of July 1, 2021, or sooner. If installation occurs sooner, no additional license fees shall be charged; your installation date will still be considered to be July 1st.

   Bull Valley Software shall install the software as outlined above, on July 1st, or sooner. The software will be installed with a license expiration date of July 31, 2021.

   FULL PAYMENT OF THE INITIAL SOFTWARE & IMPLEMENTATION INVESTMENT AS REFLECTED IN THE PRICING SECTION OF THIS PROPOSAL MUST BE RECEIVED BY JULY 31, 2021. IF PAYMENT IS NOT RECEIVED BY THAT DATE, NO EXTENSIONS CAN BE GRANTED, AND YOUR LICENSE EFFECTIVE DATE WILL REMAIN AS JULY 1ST.

   Payment can be submitted by check to address shown in Paragraph 1, above. Alternatively, payment can be submitted by ACH or Wire Transfer, with any associated fees absorbed by the district. If you wish to submit payment by either of these methods, ask your sales representative for the appropriate routing information. Payment must be in U.S. Dollars (USD).

Scanners

Multiple scanner models are available for purchase. It is VERY IMPORTANT to note that the prices typically reflected in scanner brochures are MSRP – NOT the actual price you would pay through Bull Valley Software. We are not in business to make money off scanners – so the actual price you would pay will be dramatically lower.

If you are interested in any scanners, please let us know, and we will give you drastically discounted prices on any models in which you are interested.

Signatures

The signatures below constitute an agreement between the signing parties. The two parties agree to the terms and conditions set forth in this document.

Business Solutions Provider:
Bull Valley Software, Inc.

By: _____ Date: _____
Dan DeSerto
President

Client/Recipient:
IDEA Florida, Inc

Signature: _____ Date: _____

Print Name: _____

Title: _____

DocumentLOK™ End User License Agreement (EULA)

IMPORTANT - READ CAREFULLY

THE DOCUMENTLOK™ SOLUTION CONTAINS: 1) SOFTWARE FOR USE ON PERSONAL COMPUTERS IN CONJUNCTION WITH THE SERVER SOFTWARE AND HARDWARE ("CLIENT SOFTWARE"); AND 2) ANY ACCOMPANYING DOCUMENTATION AND TRAINING MATERIALS ("DOCUMENTATION"). **Bull Valley Software, Inc.** GRANTS YOU A LICENSE TO USE THE SOFTWARE UNDER THE TERMS BELOW:

1. License Grant.

A. Server Software: A copy of the server software will be provided (the "Server Software"). **Bull Valley Software** grants to you a nonexclusive, non-transferable license to use, perform, and display the Server Software to use it solely for your internal business purposes. The Server Software is provided in executable form only. You may not reproduce any part of the Server Software delivered to you by **Bull Valley Software**. You shall not: (i) cause or permit any reverse engineering, decompilation, or disassembly of the Server Software; (ii) sell, rent, sublicense, distribute, assign or otherwise transfer any rights in the Server Software; or (iii) modify, translate or otherwise create derivative works of the Server Software except as permitted in this Agreement.

B. Client Software: **Bull Valley Software** grants to you a nonexclusive, non-transferable license to install the Client Software on an unlimited number of personal computers and to use it solely for your internal business purposes. The Client Software is provided in executable form only. You shall not: (i) cause or permit any reverse engineering, decompilation, or disassembly of the Client Software; (ii) sell, rent, sublicense, distribute, assign or otherwise transfer any rights in the Client Software; or (iii) modify, translate or otherwise create derivative works of the Client Software except as permitted in this Agreement.

C. Documentation: **Bull Valley Software** grants to you a nonexclusive, non-transferable license to use, perform, and display the Documentation solely for your internal business purposes. You shall not: (i) sell, rent, sublicense, distribute, assign or otherwise transfer any rights in the Documentation or (ii) reproduce, modify, translate or otherwise create derivative works of the Documentation except as permitted in this Agreement.

2. Trademarks, Logo, Copyright & Title. All title and copyrights in and to the Software and the media containing the Software are owned respectively by **Bull Valley Software, Inc.** and/or its licensors, and the Software's structure, organization and code are the valuable trade secrets of **Bull Valley Software** and/or its licensors. You acknowledge that no title to the intellectual property in the Software is transferred to you, and that you do not obtain any rights, express or implied, in the Software or the media containing the Software other than the rights expressly granted in this Agreement. You agree to retain on the Software any all product identifications and patent, copyright, trademark and other proprietary notices contained on the Software delivered to you hereunder.

3. Termination. The term of this Agreement will remain in effect until terminated by breach or termination of use. This Agreement may be terminated immediately without notice by **Bull Valley Software** if you breach or fail to comply with any of the terms and conditions of this Agreement. Upon termination of this Agreement, a service is available from Bull Valley Software to export the documents and their metadata out of the system, into a format that can be used to access the documents outside of the software, or to import the documents into another system.

This license shall remain in effect as long as you are current in the payment of all DocumentLOK™ Annual License Fees and other fees due **Bull Valley Software** related to the software. You agree to pay all attorney and collection fees associated with the collection of delinquent license fees. Upon termination, you agree to allow **Bull Valley Software** prompt access to remove any and all components of the software from your network and shall promptly return to **Bull Valley Software** any copies of the software, documentation or other materials related to the software. The software may contain blocks and/or time-out programs to prevent use of the software after termination of this Agreement. **Bull Valley Software** reserves the right to audit and re-audit your automation environment to verify the removal of licensed software. The provisions of this Agreement, other than the license grant contained in Section 1 hereof, shall survive termination.

This Agreement may be terminated by you (End User) by written notice to **Bull Valley Software** thirty (30) days prior to your license anniversary date. Non-payment of license fees is **NOT** a substitute for proper termination/cancellation of this license agreement and will result in collection action. Upon termination, you agree to promptly remove any and all components of the software from your network and shall promptly return to **Bull Valley Software** any copies of the software, documentation or other materials related to the software. The software may contain blocks and/or time-out programs to prevent use of the software after termination of this Agreement. **Bull Valley Software** reserves the right to audit and re-audit your automation environment to verify the removal of licensed software. The provisions of this Agreement, other than the license grant contained in Section 1 hereof, shall survive termination.

Initial: _____

4. LIMITED WARRANTY

A. **Bull Valley Software** hereby warrants that the CD-ROM containing the Server and Client Software shall be free from defects in media under normal use for a period of ninety (90) days from the date of purchase. During the Warranty Period, if the CD-ROM becomes defective, you shall give **Bull Valley Software** notice of such defect as soon as possible. **Bull Valley Software's** sole and exclusive obligation under this warranty for which appropriate and timely notice has been made, shall be to replace the defective CD-ROM, provided that you bear the cost of shipping charges in connection with its replacement.

B. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, **Bull Valley Software** HEREBY EXPRESSLY DISCLAIMS OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO PERSON, DEALER OR COMPANY MAY EXPAND OR ALTER THIS WARRANTY.

C. Some states or jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you. To the extent permissible, any implied warranties are limited to 90 days. This warranty gives you specific legal rights. You may have other rights which vary from state to state or jurisdiction to jurisdiction.

5. LIMITATION OF LIABILITY. IN NO EVENT WILL **Bull Valley Software** OR ITS LICENSORS HAVE ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, ARISING OUT OF THE USE, DELIVERY OR PERFORMANCE OF THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. THIS LIMITATION SHALL APPLY TO CLAIMS OF PERSONAL INJURY TO THE EXTENT PERMITTED BY LAW. IN NO EVENT WILL **Bull Valley Software** LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY, EXCEED THE PURCHASE PRICE PAID BY YOU. **Bull Valley Software** LICENSOR'S DISCLAIM ALL LIABILITY TO YOU. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so the above exclusions and limitations may not apply to you.

6. Export. You agree that you will not export or re-export the Software outside of the jurisdiction in which you obtained it without the appropriate United States or foreign government licenses.

7. Entire Agreement. This EULA (a) constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any prior negotiations, proposals, representations and agreements; (b) may only be changed by a writing signed by both parties; (c) shall be interpreted in accordance with the laws of the State of Illinois, U.S.A., excluding its choice of law rules; and (d) is not assignable, in whole or in part, by End User, except to a parent or subsidiary of End User or in connection with the sale of substantially all of the assets of End user, in each case upon timely notice to **Bull Valley Software** of such assignment. Any prohibited assignment is null and void. Failure by either party to enforce any term hereof shall not be deemed a waiver. **Bull Valley Software** shall have the right to receive costs and expenses, including reasonable attorneys' fees, incurred in connection with the enforcement of this EULA. In the event any provision of this EULA is declared invalid, the remainder shall continue in binding effect.

8. Choice of Law. This Agreement shall be construed and governed in accordance with the laws of the State of Illinois and any actions regarding this Agreement shall be brought in the courts of McHenry County, Illinois.

9. US Government RESTRICTED RIGHTS. If the Software is acquired under the terms of a proposal or agreement with the United States Government or any contractor therefore, the Software is subject to the following: (a) For acquisition by or on behalf of civilian agencies, as necessary to obtain protection as "commercial computer software" and related documentation in accordance with the terms of this Commercial Software Agreement as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors; (b) For acquisition by or on behalf of units of the Department of Defense ("DOD") as necessary to obtain protection as "commercial computer software" and related documentation in accordance with the terms of this commercial computer software license as specified in 48 C.F.R. 227-7202-2 of the DOD F.A.R. Supplement and its successors.

Date:	_____	Signature:	_____
District Name:	_____	Name (Printed):	_____
		Title:	_____

IDEA Florida
Board Consent Item
May 28, 2021

Subject: Master Subscription and License Agreement: Illuminate Education / School City

---

Proposed Board Action: For Approval

Executive Summary:

This is a three-year subscription and licensing agreement for School City through Illuminate Education. School City provides assessment creation and administration, reporting and student and teacher surveys. It creates paper-based or online assessment from item banks, and provides access to important student level performance data to help drive instruction. The total cost over three years is $54,840. The expenditures for the upcoming year will be included in the proposed 21-22 budget, however, the order must be placed now to ensure timely receipt of included training materials.

Supporting Documentation: Draft Invoice and Agreement

Presenter: Myrna Perez, Director of Assessment, IDEA Public Schools

Client Order

Q-122045

6531 Irvine Center Drive Suite 100
Irvine, California 92618
(949) 656-3133
https://www.illuminateeducation.com/

Prepared Date:	4/20/2021	Customer:	IDEA Florida Inc
Valid Through:	5/20/2021	Address:	2115 W. Pike Blvd. Weslaco, Texas 78596
Prepared By:	Jason Keeler	Contact:	
Start Date:	7/1/2021	Phone:	Myrna Perez 956.377.8000
End Date:	6/30/2024		
Quote Term:	36		

Implementation SY 2021-2022

Dates: 7/1/2021 - 6/30/2022

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
1,100	SchoolCity, Software License	SchoolCity Annual License	$7,500.00	$7,500.00
1,100	Grading Software	Assessment Scanning and Scoring	$1.00	$1,100.00
1,100	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	$2.25	$2,475.00
1	Product Implementation: Level 1, SchoolCity	SchoolCity site setup and initial configuration. District size under 4,000 students.	$2,125.00	$2,125.00
1	»» Level 1 Data Integration, SchoolCity	Extraction, import, and validation of required data for SchoolCity site setup.	Included	
1	»» Level 1 Onboarding, SchoolCity	Dedicated guidance from a Customer Success Manager through a comprehensive change framework and SchoolCity system setup.	Included	
1	»» System Management Workshop, SchoolCity	Half-day virtual Implementation training session on SchoolCity for System Administrators.	Included	
1	Train-the-Trainer, SchoolCity (Virtual)	Comprehensive SchoolCity training for capacity building. Up to 20 participants per cohort.	$3,500.00	$3,500.00
1	»» Virtual Initial Intensive Training, SchoolCity	Virtual SchoolCity training for Train-the-Trainer cohort. Facilitated by an Illuminate Instructor across four 3-hour sessions.	Included	
1	»» Knowledge Transfer Workshop, SchoolCity	Virtual SchoolCity training session facilitated by an Illuminate Instructor in a half-day session for Train-the-Trainer cohort. Typically held two to three months after Initial Intensive Training.	Included	
1	»» Training Materials, SchoolCity	Professionally-created SchoolCity training digital material set for client use in internal training.	Included	
1	E-Learning Program Export, SchoolCity	One-time export of SchoolCity elearning content and digital resources for use in client-operated Learning Management System.	$5,000.00	$5,000.00
			Implementation SY 2021-2022 Subtotal:	$21,700.00
			Implementation SY 2021-2022 Grand Total:	$21,700.00

SY 2022-2023

Dates: 7/1/2022 - 6/30/2023

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
1,100	SchoolCity, Software License	SchoolCity Annual License	$7,500.00	$7,500.00
1,100	Grading Software	Assessment Scanning and Scoring	$1.00	$1,100.00
1,100	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	$2.25	$2,475.00
1	E-Learning Program Export, SchoolCity	One-time export of SchoolCity elearning content and digital resources for use in client-operated Learning Management System.	$5,000.00	$5,000.00

DRAFT

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
3	Virtual Consultations, SchoolCity	One-hour of virtual coaching for SchoolCity.	$165.00	$495.00
			SY 2022-2023 Subtotal:	$16,570.00
			SY 2022-2023 Grand Total:	$16,570.00

SY 2023-2024

Dates: 7/1/2023 - 6/30/2024

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
1,100	SchoolCity, Software License	SchoolCity Annual License	$7,500.00	$7,500.00
1,100	Grading Software	Assessment Scanning and Scoring	$1.00	$1,100.00
1,100	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	$2.25	$2,475.00
1	E-Learning Program Export, SchoolCity	One-time export of SchoolCity elearning content and digital resources for use in client-operated Learning Management System.	$5,000.00	$5,000.00
3	Virtual Consultations, SchoolCity	One-hour of virtual coaching for SchoolCity.	$165.00	$495.00
			SY 2023-2024 Subtotal:	$16,570.00
			SY 2023-2024 Grand Total:	$16,570.00

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.
All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@IlluminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618

DRAFT

Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement ("Agreement") is hereby entered into as of the earlier of the date of the last signature hereto or receipt of purchase order and/or enforcement of any and all product and/or service orders (the "Effective Date") between the purchasing agency ("Client") and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively "Illuminate") (Client and Illuminate are referenced herein as each a "Party" and collectively the "Parties").

Definitions.

(a). **"Client Order"** means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Products, current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement.

(b). **"Client Personnel"** means Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein.

(c). **"Documentation"** means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(d). "**Embedded Applications**" means software licensed to Illuminate by third parties that is provided to Client as part of the Licensed Products or Services.

(e). **"Licensed Products"** means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(f). **"Professional Service(s)"** means any consulting, training, implementation, or technical services provided by Illuminate to Client under the Client Order.

(g). **"Services"** means the service(s) described in the applicable Client Order attached hereto or an executed statement of work ("SOW"), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(h). **"Software"** means the Illuminate software programs described in the applicable Client Order.

(i). **"Subscription Period"** means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 15 ("**Termination**").

Subscription Period, to access the Licensed Products and/or Services through the User IDs and to operate the features of the Licensed Products and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content

(j). **"Third Party Software"** means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. Subscribing to the Service(s). Client will subscribe to the Licensed Products and/or Services by: (i) providing a purchase order that displays the unique identifier contained within the Client Order attached hereto or another Client Order, or in Illuminate's discretion sufficiently references said Client Order; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Products and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms included in the Client's purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Unless the Parties specify otherwise in writing, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Products and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement, Illuminate will provide the Licensed Products and/or Services described in the applicable Client Order. Unless expressly designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs and shall be governed by this Agreement.

2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate's Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Products and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client's system administrator access to Client's designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and staff member for access to and to utilize the Licensed Products and/or Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and staff User IDs and passwords that Client may issue. Each User ID may be used to access the Services during only one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. "Client Personnel" is defined as Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Products and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Products and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client acknowledges that the Licensed Products, including all derivative works thereof and source code and libraries thereto, are and shall remain the sole and exclusive property of Illuminate, except for license rights that Illuminate has to said Licensed Products. Client will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Products and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Products and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Products and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Products and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

3. Acceptable Use Policy. Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Products and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Products, and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Products, and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (E) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (F) violates any privacy, intellectual property or proprietary right of another; (G) is pornographic or sexual in nature; expressly targets children under the age of 13; or (H) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights.

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client**. Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Products and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Products and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose, provided that such Client Data will be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). All such aggregated data shall be the property of Illuminate. Client represents

and warrants that Client has all rights under applicable law to provide and input in the Licensed Products and/or Services the Client Data, including any personally identifiable information or other sensitive information of any of the students and or other persons included therein.

5. Client Support. During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities**. To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Products and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

6. Professional Services. In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period**. All Professional Services must be prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period and shall not entitle Client to any refund or credit.

(b). **Third Party Integration**. Illuminate, in its sole discretion, will assist Client with integration of Licensed Products with Client's third-party applications and/or content that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations, as well as ensuring authorized access to said applications and/or content. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to the integration.

7. Hosting.

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Products and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Products and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Products and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Products and/or Services; or (ii) use or distribute through the Licensed Products and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Products and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Products and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Products and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Products and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Products and/or Services. Illuminate's security policies and incident response plans are confidential and proprietary and will not be disclosed to Client or any third party.

(c). **Data.** Client has sole responsibility for the legality,

reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment. Client is further solely responsible for ensuring that Client's hosted environment (including, by way of example, email servers) accepts encrypted transmissions.

8. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance. For multi-year Client Orders, Illuminate will issue an invoice for each payment annually.

(b). **Fees**. All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Products and/or Services are collectively "**Fees**". No refund or credit shall be due to Customer in the event that a Licensed Product or Service is not utilized.

(c). **Renewals; Enrollment Increases**. Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Products and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment occurs, then Client shall remit payment for additional student access to Licensed Products and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Products and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Products and/or Services and Client terminates any Licensed Products and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Products and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Products and/or Services that will govern this Agreement to remain compliant with applicable laws and industry standards.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("**Notices**") and Section 15 ("**Termination**").

(e). **Certain Taxes.** Fees quoted do not include tax, and Client shall pay all applicable taxes. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

9. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "**Recipient**" and the Party disclosing such information shall be the "**Discloser**" and "**Confidential Information**" means all information disclosed by Discloser to Recipient during the course of their business dealings regardless of whether it is marked as "confidential" or "proprietary". Without limiting the foregoing, Client hereby acknowledges that the Licensed Products contain proprietary information, including trade secrets and along with the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client.

(b). **Covenant.** To the extent permitted by law, Recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research (Applicable to Only FAST and PALS Clients)**. Subject to the terms and conditions contained herein, including Illuminate's privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share de-identified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (***FAST product customers only***) and/or University of Virginia (***PALS product customers only***) for educational research purposes. Client's use of these products is conditional upon Client's consent of this provision and necessary to the provision of the products to Client.

(d). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

10. Disclaimers.

(a). DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS

EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws; provided however, Illuminate will bear no responsibility for non-compliance that arises, in whole or in part, from any acts or omissions of Client. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

11. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

12. Indemnification.

(a). Client will defend, indemnify and hold Illuminate, its Affiliates, agents and content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Illuminate that arise from or relate to: (i) any violation by Client and/or its authorized users of the Agreement; (ii) any unauthorized download, modification or usage of Illuminate Materials; (iii) any breach of Client's obligations or warranties under the Agreement; or (vi) the negligence or intentional misconduct of Client, its employees or contractors, agents or the authorized users.

(b). Subject to Section 11 (Limitation of Liabilities), Illuminate will defend, indemnify and hold Client, its officers, directors, employees and agents harmless from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Client that solely arise from or solely relate to: (i) a material breach by Illuminate of its obligations or warranties (subject to the disclaimer provided for in Section 10) under the Agreement, or (ii) the negligence or intentional misconduct of Illuminate or any of its employees, contractors and agents.

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party. Notwithstanding the foregoing notice procedures, the Parties acknowledge that notices regarding the ordinary usage of the Licensed Products and Services may be sent through the

usual and customary means that the parties establish for such communications, including electronic communications.

14. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be mutually renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; unless specified otherwise in the attached or a subsequent Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Term expires or the Agreement as a whole is terminated under Section 15 ("Termination").

15. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 9. Client further acknowledges that, as breach of the provisions of Section 9 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Termination for Convenience**. For multi-year Client Orders, Client may terminate this Agreement for convenience as of the day before the earlier of the Client's next immediate academic year or next immediate fiscal year ("Term End"); but only if Client notified Illuminated in writing of its desire to so terminate more than sixty (60) days prior to the Term End. If notice is not timely, Client shall not be entitled to any refund, credit or offset for any amounts paid or owed for the period after the Term End.

(c). **Termination or Suspension for Failure to Make Timely Payment**. Illuminate may, at its option, immediately terminate, or suspend its performance of, the Agreement with Client any time Client is more than ninety (90) days in arrears on its payment obligations to Illuminate. In the event of termination or suspension by Illuminate under this section, Customer's access to the Licensed Products (including all Authorized Users whose right of access to the Licensed Products is derived from Illuminate's contractual relationship with Client) shall be discontinued without further notice. In the event of a suspension of access to the Licensed Products, access may, at the sole discretion of Illuminate, be restored when Client's payment obligations are brought current and Illuminate has received adequate assurances that Client's payment obligations to Illuminate shall remain current for the remainder of the term of the Agreement.

(d). **Termination Due to Non-Appropriation or Change in Funding**. Client may terminate this Agreement due to the non-appropriation of funds by providing at least thirty (30) days written notice prior to the Effective Date anniversary. Client will provide Illuminate documentation evidencing the non-appropriation of funds upon request. Illuminate may terminate the Agreement at the close of the then academic year, if the payments to which Illuminate is entitled under a Client Order or SOW are materially reduced as a result of a change in funding provided to the Client or applicable laws or regulations that impose requirements that are materially different from those previously provided under the Client Order or SOW, and Illuminate is unwilling or unable to make the required changes.

(e). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) Illuminate will work with Client regarding the disposition of Client Data, and within thirty (30) days after the effective date of termination, Client shall return or destroy, at Illuminate's sole discretion, all Confidential Information of Illuminate, , as set forth in Section 9 ("**Confidential Information"**); (iii) Client shall not utilize or provide access to assessments created during the Term; and (iv) Client is responsible for transferring any data to its own or a third party's hosted environment. The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 9 ("**Confidential Information**"), Section 10 ("**Disclaimers**"), Section 11 ("**Limitation of Liabilities**"), Section 15(e) ("**Survival**"), and Section 16 ("**General Provisions**"). Prior to termination and during the Term, Client shall have the ability to access and download its data at Client's convenience. Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

16. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** If the Client is a governmental entity of one of the United States, this Agreement and any action related thereto shall be governed by and construed in accordance with the laws of that State, without regard to conflicts of law principles, and if not, then by and with the laws of the State of California, without regard to conflicts of law principles. In the latter case the Parties agree to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement, and further irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. In either case the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, and any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed

or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure**. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act or failure of the Internet (not resulting from the actions or inactions of Illuminate); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of ninety (90) calendar days, Client or Illuminate may elect to terminate the Agreement upon notice to the other Party.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver**. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature**. Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **No Third-Party Rights**. This Statement of Work is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Statement of Work shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.

(k). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(l). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, subsequent Client Order(s) (if applicable), Illuminate's SOWs (if applicable), and Client's purchase order (excluding any terms or conditions therein that conflict with a Client Order, SOW or this Agreement) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. Any terms or conditions in Client's purchase order, data agreement or other document do not form a part of this Agreement and are not binding on Illuminate, unless expressly agreed in a writing signed by both Parties. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

IDEA Florida
Board Consent Item
May 28, 2021

Subject: Curriculum Purchase: National Geographic Learning/Cengage: World History

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Proposed Board Action: For Approval

Executive Summary:

Purchase of world history curricular materials including textbooks, teacher editions, field journals and workbooks. Total cost: $22,880.

Supporting Documentation: Draft Invoice and Agreement

Presenter: Elliott Nguyen, Director of Procurement, IDEA Public Schools

CONTRACT REQUEST FORM

IDEA Public Schools

☑ New contract ☐ Renewal *(Check one)*

☐ New vendor ☑ Existing vendor *(Check one)*

Date 05.11.21

Requestor Name and Title Elliott Nguyen, Director of Procurement

Campus/Department Procurement

Vendor Name Cengage Vendor No. _____

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

Description of services

Choice Partners

Contract terms Start date May 21, 2021 End date June 28, 2026

Amount $22,880

Fund Source _____
(Account string)

Section I. Are you using State/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? ($1 - $10,000) ☐ Yes ☐ No

Is this a Small Purchase? ($10,001 - $249,999) ☐ Yes ☐ No If YES, 2 quotes are required. *(Please include vendor and amount on your quotes)*
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 5/14/21
(If amount is >$250,000 and not a co-op vendor, or is not originally approved during the budget process)

Section IV. Urgent request ☑ Yes ☐ No If YES, provide the reason and date needed by
5/17/21

Management approval _____ Name and Title Daniel Garza MD F&C

IDEA Florida
Board Consent Item
May 28, 2021

Subject: Curriculum Purchase: Math Nation 6th Grade

Proposed Board Action: For Approval

Executive Summary:

This is a purchase of workbooks from Math Nation for our 6th grade math curriculum including one day of in-person professional development for instructional staff. The total cost is $2,650.

Supporting Documentation: Workbook Quote, Agreement

Presenter: Elliott Nguyen, Director of Procurement, IDEA

CONTRACT REQUEST FORM

IDEA Public Schools

☑ New contract ☐ Renewal *(Check one)*

☐ New vendor ☑ Existing vendor *(Check one)*

Date 05.11.21

Requestor Name and Title Elliott Nguyen, Director of Procurement

Campus/Department Procurement

Vendor Name Cengage Vendor No. _____

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

Description of services

Choice Partners

Contract terms Start date May 21, 2021 End date June 28, 2026

Amount $22,880

Fund Source _____
(Account string)

Section I. Are you using State/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? ($1 - $10,000) ☐ Yes ☐ No

Is this a Small Purchase? ($10,001 - $249,999) ☐ Yes ☐ No If YES, 2 quotes are required. *(Please include vendor and amount on your quotes)*
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 5/14/21
(If amount is >$250,000 and not a co-op vendor, or is not originally approved during the budget process)

Section IV. Urgent request ☑ Yes ☐ No If YES, provide the reason and date needed by
5/17/21

Management approval _____ Name and Title Daniel Garza MD F&C

Workbook Quote

Study Edge
Tel: 888.608.MATH
(6284)

Elliot Nguyen
IDEA Florida
2115 W. Pike Boulevard
Westaco, TX 78596
4/14/2021

QUOTE IS VALID FOR 60 DAYS

Total Due	Payment terms
$ 2,650.00	Standard Net 30

DESCRIPTION	Units	Unit Price	Line Total
Math Nation - 6th Grade - Digital Access	280	$5.00	$1,400.00
rofessional Development - 1 day (in person, 1 trainer	1	$1,250.00	$1,250.00

Total Due including shipping **$ 2,650.00**

Terms:

Study Edge
c/o Rachel LeBar
104 N. Main Street, 2nd Floor
Gainesville, FL 32601

TERMS OF USE

These terms and conditions apply for Study Edge, LLC ("**Study Edge**"), a Florida limited liability company and Math Nation, LLC ("**Math Nation**"), a Florida limited liability company, both located at 1717 NW 1st Avenue, Gainesville, Florida and collectively referred to as "**SE/MN**", and those who enter into agreement with SE/MN (the "**School**"). (In this Agreement, each of Study Edge, Math Nation and the School is a "**Party**", and collectively, they are the "**Parties**.") WHEREAS, SE/MN is in the business of providing an online platform to assist individuals in preparing for Algebra as well as various other mathematics related curriculum including, but not limited to, the curriculum, services, programs, and applications provided under SE/MN's Math Nation and Math Nation services ("**SE/MN's Services**"); and WHEREAS, the School desires to have SE/MN's Services available for the School's students, teachers and other persons affiliated with the School (each of the School's students who is then enrolled with the School is a "**Student**", and collectively, they are the "**Students**", and each teacher and other persons affiliated with the School who use SE/MN's Services is a "**Teacher**", and collectively, they are the "**Teachers**"); NOW THEREFORE, in consideration of the mutual covenants contained herein the Parties agree as follows:

1. GENERAL

1. SE/MN agrees to make SE/MN's Services available to the School.

2. SE/MN will integrate the School into SE/MN's Services through the use of Clever.com ("**Clever**"). SE/MN shall provide the School with access to Clever.com. The School shall then submit all necessary data and information to SE/MN via Clever. In addition, SE/MN will provide technical support, as well as Clever technical support, to assist in said integration. The School shall be solely responsible for ensuring that Student files and School files are entered into the Clever system, updated in an appropriate and timely fashion, and maintained so as to facilitate continued integration of SE/MN's Services.

3. The School agrees that the School and its Students and Teachers shall abide by and comply with SE/MN's Privacy Policy (the "**Privacy Policy**"), which is posted on SE/MN's website (www.MathNation.com/privacy) as such may be amended from time to time.

4. SE/MN agrees to provide access to SE/MN's Services to Students who are officially and currently enrolled at the School, subject to reasonable limitations on streaming. Such streaming limitations shall be determined at SE/MN's sole discretion.

5. Provision of access to SE/MN resources is contingent upon SE/MN receiving adequate funding each year for the continuation of this program. In the event SE/MN fails to secure or receive adequate funding for the continuation of the no-cost provision of SE/MN Services to the School, SE/MN may, in SE/MN's sole discretion and upon sixty (60) days written notice to the School of such failure to receive funds.

2. TERM AND RENEWAL

1. The Term of this Agreement shall continue unless the Agreement is terminated by one or both Parties or the Parties otherwise agree in writing. If a Party desires to terminate this Agreement, the terminating Party shall provide the other Party written notice of such intent not less than 60 days prior to the scheduled termination; provided however, that

2. SE/MN shall have the rights, in its sole discretion, to modify the terms of this Agreement for such additional term, by posting on MathNation.com/Agreement.

3. Notwithstanding anything to the contrary in this Agreement, SE/MN may terminate this Agreement upon any violation by the School, the Teachers, or the Students of this Agreement (including but not limited to a violation of the Terms of Use and/or the Privacy Policy).

3. CUSTOMER SERVICE

During the term of this Agreement, SE/MN will provide customer service to all Students and Teachers through email at help@mathnation.com and/or by toll-free phone number at (888) 608-MATH.

4. INTELLECTUAL PROPERTY

The Parties agree that any and all intellectual property, confidential information, formulae, devices, patterns, know-how, technology, computer programs, computer software, computer code, computer applications, web applications, websites, documentation, processes, lists, compilations, literature, inventions, methodologies, parts, equipment, techniques and other work product (including, without limitation, improvements thereon) used by SE/MN in the provision of the SE/MN Services are and shall remain the exclusive property of SE/MN. Moreover, nothing in this contract may or shall be construed as a sale, assignment, or license of any intellectual property rights held by SE/MN to the School.

5. DISCLAIMER

1. SE/MN's Services are provided on an "AS IS" basis. SE/MN makes no representation that the services and technology provided will be uninterrupted or error-free. SE/MN and its agents, employees, and licensors cannot and do not warrant the accuracy, completeness, non-infringement, merchantability or fitness for a particular purpose of the information available through the application.

2. Except as specifically set forth in this Agreement, all warranties express, or implied are expressly declined and disclaimed. SE/MN also disclaims any implied warranties, promises and conditions of merchantability, fitness for a particular purpose, title and/or non-infringement, whether as to any content or services rendered by SE/MN and the technology deployed in connection therewith.

3. SE/MN may monitor, but has no duty or obligation to become involved in, any interactions between SE/MN and any Student or Teacher. SE/MN is not responsible for any disputes, claims, loss, injury, or damage of any kind that might arise before, during, and/or after the interaction between SE/MN and any Student or Teacher and will not retain responsibility for or be required to be involved in any.

6. COPYRIGHT AND LIMITATIONS ON USE

The Parties acknowledge that some or all of the information and instruction available is protected by copyright and/or other intellectual property laws. The School agrees that neither the School nor any Student shall reproduce, re-transmit, distribute, disseminate, sell, publish, broadcast or circulate any information received through SE/MN's Services to anyone, including but not limited to other persons

in the same group or association as the Student, without the expressed prior written consent of SE/MN, or the applicable copyright holder.

7. LIMITATIONS OF LIABILITY

1. The Parties agree that neither the School nor any Student or Teacher shall hold SE/MN or its employees, contractors, agents, officers, directors, shareholders, successors, assigns, partners, and attorneys, liable for any indirect, incidental, special or consequential damages that result from:(i) the use of or inability to use the SE/MN's Services or SE/MN's applications;(ii) changes to the application platform, future changes to specific features of applications, or downtime associated with the application platform, or hardware failures of SE/MN or of any particular user; or(iii) mistakes, omissions, interruptions, deletion or loss of files or data, errors, defects, delays in operation, or of performance, communication failures, including failures to receive notification messages, destruction or unauthorized access to SE/MN's or Clever's records, programs or applications electronic or mechanical failures, communication line failures, third party internet service provider interruption, unauthorized breaches, thefts, or destruction of SE/MN's records, programs, or applications, regardless of whether such failure was caused by intentional or negligent acts or omissions of SE/MN or a third party. SE/MN had a strict privacy and security governance policy (accessible at MathNation.com/privacy)

2. In the event that a court of competent jurisdiction holds that SE/MN and its employees, contractors, agents, officers, directors, shareholders, successors, assigns, partners, and attorneys may not disclaim liability for damages caused as a direct result of the actions or negligence of SE/MN and/or its employees, contractors, agents, officers, directors, shareholders, successors, assigns, partners, and attorneys, then SE/MN shall not be liable to the School, any Student or Teacher, or anyone else for any damages other than direct damages (and shall not be liable for any consequential, special, incidental, indirect, or similar damages) even if advised of the possibility of such damages. In all events, the School agrees that the liability of SE/MN and its employees, contractors, agents, officers, directors, shareholders, successors, assigns, partners, and attorneys, arising out of any kind of legal claim (whether in contract, tort, or otherwise) in any way connected with SE/MN or SE/MN's Services, the information and instruction available in SE/MN's applications, (i) to the School shall not exceed the amount the School paid to SE/MN, if any, and (ii) to any Student shall not exceed the amount paid by the Student for SE/MN's Services, if any.

8. INDEMNIFICATION

To the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party and their employees, contractors, agents, officers, directors, shareholders, successors, assigns, partners, and attorneys from and against any and all claims, liabilities, costs, damages and expenses, including attorney's fees and costs, incurred by the other Party incurred in connection with or arising from any breach of this Agreement by the breaching party of any warranty contained in this agreement; or arising from actual or alleged negligent use, directly or indirectly, by the other party or any of its constituent individuals, in violation of any applicable civil, criminal, or administrative laws or regulations.

The School further agrees to indemnify and hold harmless SE/MN from and against any and all claims, liabilities, costs, damages and expenses, including but not limited to SE/MN's attorneys' fees, arising directly or indirectly out of the actual or alleged use of any part of SE/MN's Services or

applications, by the School, the Teachers, or the Students, in violation of any applicable civil, criminal, or administrative laws or regulations, including but not limited to, violations of copyrights, or any criminal activity. Nothing herein shall be deemed to constitute a waiver by either Party of any privilege, protection, or immunity otherwise afforded it under any state or federal law.

9. WARRANTIES BY THE SCHOOL

The School represents that, to the best of its knowledge, it is the sole owner of all right, title, and interest in the School's trademark and stylized logo(s) ("the Marks") and that SE/MN's use of the Marks, and trade names, trademarks, service marks, or other intellectual property of the School, in the manner contemplated pursuant to this Agreement, shall not infringe or cause the breach of any rights held or claimed by any third party under any contract, copyright, trademark or other property right of any third party.

In addition, the School hereby grants to SE/MN a non-exclusive, royalty-free license to make limited use of the Marks solely in connection with the services to be provided by SE/MN to the School contemplated in this Agreement

10. ASSIGNMENT

Neither party may assign this Agreement without the consent of the other party, except that either party may, without the consent of the other, assign the Agreement to a controlled subsidiary of that party, a parent or affiliated company of that party, or an acquirer of all or substantially all of that party's assets, provided the assigning party guarantees the performance of and causes the assignee to assume in writing all obligations of the assignor under this Agreement. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the parties.

11. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of Florida. Any dispute between the Parties concerning this Agreement shall be resolved by arbitration in Gainesville, Florida, under the rules of the American Arbitration Association.

12. SEVERABILITY

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

13. RELATIONSHIP OF THE PARTIES

The parties each acknowledge and agree that in fulfilling the mutual obligations required pursuant to this Agreement, SE/MN is acting and will act as an independent contractor and not as an employee of the School. Except for the authority to engage in activities described in this Agreement, SE/MN acknowledges and agrees that it is not an agent for the School, and it will not have nor will it represent or hold itself out as having authority to bind the School or to incur any obligations whatsoever on behalf of the School. Neither party hereto shall be liable to any third party in any way for any engagement, obligations, commitment, contract, or transaction for any act nor omission to act of the other except as provided herein.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the Parties, and supersedes all previous agreements and understandings concerning the subject matter hereof.

15. NOTICE

All notices provided for hereunder shall be deemed sufficient if in writing via MathNation.com/privacy

IDEA Florida
Board Consent Item
May 28, 2021

Subject: Pre-Order Purchase of supplies for 2021-22 school year

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Proposed Board Action: For Approval

Executive Summary:

Requesting approval to pre-order the following supplies for the upcoming school year. All of these expenses will be incurred during the 2021-22 budget period and will be included in the proposed 2021-22 budget this board will consider at a future meeting. Due to potential disruptions to supply chains and delays in shipping, the orders must be placed now to ensure they are received prior to the start of the school year.

Department/Campus	Vendor	Description	Amount
Facilities	Home Depot	Startup janitorial supplies	$8,619.83 p/campus
Facilities	Home Depot	Cleaning equipment	$30,374.74 p/campus
Facilities	Home Depot	Cleaning chemicals	$412.66 p/campus
Facilities	Buckeye Cleaning Center	Hand sanitizer	$2,026.40 p/campus
Facilities	Wayfair	Interior hallway trashcans	$1,929.52 p/campus
Facilities	Home Depot	Hand wash stations	$2,259.09 p/campus

Supporting Documentation: Draft Invoices

Presenter: Elda Pruneda, Assistant Director Facilities and Finance

Pro Institutional

Quote Detail

Customer: IDEA
Customer ID: 1593047
Quote ID: 31361648
Quote Description: Idea Diversey start up
Quote Date: 4/13/2021

Subtotal	$412.66
Tax	$0.00
Shipping	$0.00
Handling	$0.00
Total	$412.66

Item Number	Description	Unit Price	Qty.	Unit of Measure	Price
JWP94996466	Diversey 2.5 L Prominence Floor Cleaner, J-Fill, heavy-Duty (2-Case)	$113.46	1	Case	$113.46
JWP5549211	J-FILL Alpha-HP 2.5 L Disinfectant Cleaner	$75.32	1	Case	$75.32
JWP95773791	Breakdown 84.5 oz. Fresh Scent Concentrate Odor Eliminator (2 Per Case)	$65.96	1	Case	$65.96
JWP5546264	Crew 84.5 oz. Non-Acidic Bowl/Bathroom Disinfectant Cleaner (2 Per Case)	$85.12	1	Case	$85.12
REN05141	Renown 32 oz. Plastic Spray Bottle with Graduations in Blue Ink	$0.53	65	Each	$34.45
REN05113	Renown 12.25 in. General Purpose Trigger Sprayer with 9-7/8 in. Tube	$0.59	65	Each	$38.35
			Subtotal	$412.66	
			Tax	$0.00	
			Shipping	$0.00	
			Handling	$0.00	
			Total	$412.66	

Questions about this quote?

Contact our Customer Service representatives at 1-866-412-6726

Pro Institutional

Quote Detail

Customer: IDEA
Customer ID: 1593047
Quote ID: 31668275
Quote Description: Idea hand wash stations
Quote Date: 4/28/2021

Subtotal	$2,051.85
Tax	$0.00
Shipping	$207.24
Handling	$0.00
Total	$2,259.09

Item Number	Description	Unit Price	Qty.	Unit of Measure	Price
314844959	Wash-N-Go! 15 in. Stainless Steel 1-Compartment Commercial Wall Mounted ADA Hand Wash Station, Sensor J-Spout, Gray Basin	$683.95	3	Each	$2,051.85
			Subtotal	$2,051.85	
			Tax	$0.00	
			Shipping	$207.24	
			Handling	$0.00	
			Total	$2,259.09	

Questions about this quote?

Contact our Customer Service representatives at 1-866-412-6726

Pro Institutional

Quote Detail

Customer: IDEA
Customer ID: 1593047
Quote ID: 31354302
Quote Description: Idea Startup order 2021
Quote Date: 4/12/2021

Subtotal	$8,413.06
Tax	$0.00
Shipping	$206.77
Handling	$0.00
Total	$8,619.83

Item Number	Description	Unit Price	Qty.	Unit of Measure	Price
REN08012-VP	Renown 18 Gal. Wet/Dry Vacuum Tank Shovel Nose Design	$513.59	1	Each	$513.59
REN08008-VP	Renown 3-Speed Blower	$170.56	1	Each	$170.56
RCP617388BK	Rubbermaid Commercial Products Plastic Cleaning Cart with Zippered Yellow Vinyl Bag	$143.17	3	Each	$429.51
REN05114	Renown 25 in. English and Spanish Caution Wet Floor Sign in Yellow	$8.70	5	Each	$43.50
RCP9S1600YL	Rubbermaid Commercial Products Tri Safety Caution Sign - Closed for Cleaning	$21.63	2	Each	$43.26
294432	Honeywell North Body Fluid Clean Up Kit Bag	$12.20	2	Each	$24.40
3590222	Purell Body Fluid Spill Kit	$69.34	2	Each	$138.68
REN05259	Renown 30 in. to 45 in. Lambs Wool Extendable Duster	$6.90	3	Each	$20.70
202593573	Cordova Bulldog Safety Glasses Single Wrap Around Clear Scratch Resistant Lens	$1.25	3	Each	$3.75
REN03881-IB	Renown FLOOR SCRAPER, 48 IN.	$9.98	3	Each	$29.94
RCP758088YL	Rubbermaid Commercial Products Wave Brake 35 Qt. Yellow Side-Press Combo Mop Bucket and Wringer System	$69.95	5	Each	$349.75
RCP295600GY	Rubbermaid Commercial Products 7 gal. Gray Rectangular Deskside Trash Can	$5.22	24	Each	$125.28
RCP295700GY	Rubbermaid Commercial Products 10.25 Gal. Gray Rectangular Trash Can	$9.17	40	Each	$366.80
312441293	MAXIPLUS 13 in. Assembled Lobby Dust Pan with Lobby Broom	$25.23	3	Each	$75.69
RCP264360GY	Rubbermaid Commercial Products Brute 44 Gal. Grey Round Vented Trash Can	$42.11	4	Each	$168.44
RCP264560GY	Rubbermaid Commercial Products Lid Only - Brute 44 Gal. Grey Round Vented Trash Can	$15.45	4	Each	$61.80
RCP9T1300BK	Rubbermaid Commercial Products 1/2 cu. yd. Capacity Black Structural Foam Utility Duty Tilt Truck	$472.77	1	Each	$472.77
IMP799200-90	IMPACT 21.25 in. SDS Deluxe Right to Know Center with Binder	$75.41	2	Each	$150.82
AND555000046	M+A Matting SuperScrape 45 in. x 68 in. Scraper Mat	$79.46	8	Each	$635.68
AND555000035	M+A Matting SuperScrape 34 in. x 55 in. Scraper Mat	$58.33	5	Each	$291.65
817170	ProPlus 6 in. Heavy Duty Professional Plunger	$4.01	3	Each	$12.03
302835243	MOTOROLA DLR 1-Watt 6-Channel Digital Business 2-Way Radio	$234.33	4	Each	$937.32
407926	RIDGID 6 ft. K-6 DH Toilet Auger with Drop Head	$53.98	1	Each	$53.98
214121	Urinal Auger	$53.44	1	Each	$53.44

Item Number	Description	Unit Price	Qty.	Unit of Measure	Price
785158	WERNER 6 ft. Fiberglass Twin Step Ladder with 300 lbs. Load Capacity Type IA Duty Rating	$139.40	1	Each	$139.40
785156	WERNER 8 ft. Fiberglass Step Ladder with 250 lbs. Load Capacity Type I Duty Rating	$120.29	1	Each	$120.29
801744	WERNER 24 ft. Fiberglass Extension Ladder with 300 lbs. Load Capacity Type IA Duty Rating	$245.65	1	Each	$245.65
801975	Milwaukee 600 lbs. Capacity Convertible Hand Truck	$102.28	1	Each	$102.28
3578407	Milwaukee 1,000 lbs. Capacity 4-in-1 Hand Truck	$149.98	1	Each	$149.98
3577718	JET 20.5" X 48" PALLET TRUCK	$474.30	1	Each	$474.30
2471788	Energizer 2D Eveready Industrial Economy LED Flashlight	$9.42	4	Each	$37.68
464900	Southwire 50 ft. 12/3 SJTW Hi-Visibility Outdoor Heavy-Duty Extension Cord with Power Light Plug	$34.25	2	Each	$68.50
294312	Honeywell Green Vest with Reflective Strips	$9.05	4	Each	$36.20
311594706	KingChain 3/16 in. x 25 ft. Grade 30 Zinc-Plated Steel Proof Coil Chain	$36.44	1	Pack	$36.44
714838	Master Lock No. 3 Steel Laminated Padlock 1-1/2 in. L Shackle Keyed Alike No. 0464	$13.31	2	Each	$26.62
2492136	GREAT NECK SAW MFG. GREATNECK BOLT CUTTERS, 18 IN.	$21.63	1	Each	$21.63
RCP263200GY	Rubbermaid Commercial Products Brute 32 Gal. Grey Round Vented Trash Can	$24.38	2	Each	$48.76
REN14512-CA	Renown 45 Gal. 12 mic 40 in. x 48 in. Natural Can Liner (25 per Roll, 10-Roll per Case)	$26.81	6	Case	$160.86
313567679	Large Blue Nitrile Gloves 2.5 Mil (100-Box)	$20.15	2	Box	$40.30
313567652	Medium Blue Nitrile Gloves 2.5 Mil (100-Box)	$20.15	2	Box	$40.30
REN05113	Renown 12.25 in. General Purpose Trigger Sprayer with 9-7/8 in. Tube	$0.59	40	Each	$23.60
JWP4277285	Oxivir TB 1 Qt. Disinfectant Cleaner (12 per Case)	$3.93	45	Quart	$176.85
JWP5627427	Oxivir 11 in. x 12 in. TB Disinfecting Wipes (160 Count Bucket, 4 Buckets Per Case)	$118.32	1	Case	$118.32
ADV107404754	Advance VU500 15 in. Upright Vacuum Cleaner	$461.18	1	Each	$461.18
RCP264000BK	Rubbermaid Commercial Products Brute Trash Can Dolly	$37.62	4	Each	$150.48
313035118	Orange PVC 28 in. Traffic Cone with Reflective Collars	$18.67	30	Each	$560.10
			Subtotal	$8,413.06	
			Tax	$0.00	
			Shipping	$206.77	
			Handling	$0.00	
			Total	$8,619.83	

Questions about this quote?

Contact our Customer Service representatives at 1-866-412-6726

Home Depot Pro Institutional

Formerly Supplyworks

PO Box 2317

Jacksonville FL 32203-2317

PRICE QUOTATION

Ship to:

IDEA WAREHOUSE

320 A UTAH AVE, STE 11

WESLACO TX 78596

QUOTE DATE: 05/10/21

QUOTE NUMBER:100521LA

ACCOUNT NUMBER: 947312

QUOTED TO:

IDEA WAREHOUSE

320 A UTAH AVE

WESLACO TX 78596

ITEM #	DESCRIPTION	QTY	UOM	PRICE	EXT AMT
56104013	SC1500 20R ECOFLEX A150 OBC PH	1	EA	$7,332.01	$7,332.01
56383511	BU800 20BT 234AH AGM	1	EA	$7,835.36	$7,835.36

CAMPUSES:

IDEA HOPE

IDEA VICTORY

TOTAL: $30,334.74

Home Depot Pro Institutional

Formerly Supplyworks

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Jacksonville FL 32203-2317

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CAMPUSES:

IDEA UNIVERSITY PREP

TOTAL: $15,167.37

Buckeye Cleaning Center

PRICE QUOTE #19026

ACCOUNT	IDEA Victory Vinik
CONTACT	Elda Pruneda
EMAIL	elda.pruneda@ideapublicschools.org
PHONE	956-678-2403
DATE	5/4/2021
VALID FOR	90 days

Prepared by Scott Martin
Buckeye Cleaning Center Austin
19025 N. Heatherwilde Blvd
STE 120
Pflugerville, TX 78660
Email: SMartin2@buckeyeinternational.com
Phone: 512-386-7888
Fax: 512-386-7885

Product Code	Description	UOM	Price	Quantity	Item Total
99600001	STEALTH DISPENSER, SYMMETRY LOGO PRESTIGE BLACK 6/CS	Case (x6)	$0.00	10	$0.00
90051120	HAND SANITIZER FOAM, SYMMETRY 6X1200	Case (x1)	$102.20	12	$1,226.40
99000081	DISPENSER FLOOR STAND, ONE COMPLETE BLK	Each (x1)	$100.00	8	$800.00
				SUBTOTAL	$2,026.40
				SALES TAX*	$0.00
				FREIGHT*	$0.00
				TOTAL	$2,026.40

**Tax and freight charges are estimated and will be calculated upon purchase.*

NOTES

Buckeye Cleaning Center - Tampa Contact: Ryan Leffler (813) 857-6125
rleffler@buckeyeinternational.com

Thank You, We Appreciate your Business!

www.buckeyecleaningcenters.com

IDEA Florida
Board Consent Item
May 28, 2021

Subject: Curriculum Purchase: Move this World SEL Curriculum

Proposed Board Action: For Approval

Executive Summary:

This authorizes the pre-ordering of Move this World SEL Curriculum. The cost of this curriculum will be included in the 2021-22 budget and will not exceed $15,000.

Supporting Documentation: Draft Agreement

Presenter: Elliott Nguyen, Director of Procurement, IDEA

IDEA Public Schools & Move This World Partnership
Program Overview and Cost Proposal

Move This World Overview

Move This World cultivates students' social and emotional learning (SEL) skills that empower them to navigate the complex and rapidly-changing realities of our world. Assisting schools in developing safe and positive school climates, Move This World is a social emotional learning program which enables students to establish and maintain healthy relationships with peers and staff. Using an extensive library of PreK-12 SEL videos with creative expression exercises, students, teachers and staff develop a common language that enhances communication and builds trust.

Move This World's comprehensive program includes:

- **Short, evidence based videos** that explicitly teach core social emotional learning skills and provide opportunities for practice.
- Access to Move This World's online platform and **supplementary resources** (toolkits, worksheets, journal prompts and facilitation guides).
- **Ongoing coaching and support** through periodic coaching calls.
- Components for the **classroom, school, home and community.**
- Opportunities to access social emotional learning through **creative expression**, **movement**, and a variety of other **modalities** (kinesthetic, verbal, written, visual).
- The development of a **common language** and **vocabulary** for the school community to lean on.

Move This World's program develops:

Confident students who…	Re-energized teachers who…
• Express emotions healthily and communicate needs articulately, • Self-regulate and manage emotions effectively. • Demonstrate strong **interpersonal skills** through communicating, collaborating, and resolving conflicts successfully, • Persevere in the face of challenges.	• Understand the emotions and challenges their students are facing. • Identify students in need of additional support more proactively. • Cultivate a stronger classroom community, rooted in trust and respect. • Teach more and redirect behavior less.

Move This World Curriculum

Move This World offers differentiated curricula to be used depending on grade level. The grade bands that will be offered for the 2020-2021/2021-2022 school year include:

- Pre-kindergarten & Kindergarten
- Grade 1
- Grade 2
- Grade 3
- Grade 4
- Grade 5
- Grade 6
- Grade 7
- Grade 8
- Grade 9 & 10
- Grade 11 & 12

The curricula is reviewed annually by the American Institutes for Research to ensure alignment to the five core social emotional learning competencies as defined by the Collaborative of Academic, Social and Emotional Learning (CASEL): self awareness, self management, social awareness, relationship skills and responsible decision making. Move This World focuses on developing several skills within each of the competencies.

Self Awareness	Self Management	Social Awareness	Relationship Skills	Responsible Decision Making
Identifying emotions Expressing emotions Mindfulness Self-confidence Respect for self Recognizing Strengths	Managing emotions Coping skills Resilience Stress management Anger management Impulse control Self-motivation	Empathy Discovering differences Diversity appreciation Civic engagement Respect for others	Conflict resolution Active listening Cooperation Teamwork Communication	Identifying problems Solving problems Analyzing situations Goal setting Leadership skills

Impact Data

Quasi Experimental Study

An independent research study conducted by MBZ Labs shows that consistent use of Move This World-3 times a week or more-can **reduce the number of behavior incidents and minimize suspensions** for elementary school students.

Key Findings

1. Students who used Move This World consistently throughout the year saw **significant decreases in incident reports** from the prior year, while those who did not earned significantly more behavioral incidents.

2. Students who used Move This World consistently throughout the year saw suspensions unchanged from the prior year, while **students not using Move This World earned significantly more suspensions.**

3. Students who used Move This World consistently throughout the year earned **significantly fewer incident reports and suspensions** than similar students in the who did not use the program.

4. ELL and SPED students who did not use Move This World earned significantly more incident reports and suspensions from Year 1 to Year 2 while **ELL and SPED students consistently using the program earned fewer incident reports and suspensions.**

Behavior Change

- Overall school-wide incident reports: 28% decrease for students.
- ELL Classrooms
    - 35% decrease in incident reports.
    - 15% decrease in suspensions.
- Special Education Students
    - 27% decrease in incident reports.
    - 13% decrease in suspensions.

Historical Impact Data

Partner schools have reported the following through pre and post surveys:

- 37% decrease in incidents of conflict.
- 39% increase in students' ability to manage and resolve conflict.
- 57% decrease in the number of suspended students.
- 75% decrease in suspensions as a result of fighting.
- 40% increase in empathetic thinking.
- 65% increase in acceptance of others.
- 41% increase in ability to control temper.
- 52% point increase in the efficacy of classroom behavioral management systems.
- 20% increase in teachers modeling emotional management strategies.
- 49% point increase in teachers who describe the relationships between teachers and students at their school as "very good."
- 20% point increase in teachers who describe the relationships between teachers and administrators at their school as "very good."
- 17% point increase in teachers who describe the relationships between administrators and students at their school as "very good."
- 14% decrease in students at risk for chronic absenteeism.

Implementation Process and Support

Our goal is to provide each partner with an extraordinary level of service and training. You will have a dedicated Program Manager to guide you from onboarding students and faculty, through instruction in the classroom. These pieces of training will be customized to meet the individual needs of you, our partner. Features include:

- *Professional Development and Training:* We will provide training and professional development to ensure staff is fully aware of benefits, features, and best practices for a successful implementation of Move This World.

- *Personalized Implementation:* We will work together to assess your needs to create a plan for implementing Move This World for your school community. This comprehensive plan will include training dates, milestones, content, and other details as needed.

- *Ongoing Support and Coaching Calls:* Your program manager will schedule regular coaching calls to check-in with your school leaders to talk through challenges, review engagement data, and discuss ways to continue integrating Move This World into your community.

- *Data Reporting:* You will have access to data reporting within Move This World's platform, to better understand teacher and student engagement with the program.

- *Data Analysis:* Detailed analysis of collected data via analytics used to create a customized plan for classroom and student engagement.

Proposed Pricing Structure

Move This World K12 Pricing	
Move This World Site Packages	Cost Per Building
Move This World Elementary (PreK-5) provides teachers with access to an extensive library of evidenced-based exercises designed to equip students with the ability to identify, express, and manage emotions. Move This World's elementary program marries themes of play and creativity with regulation and routine, helping students understand the intersection of themselves and their world.	$3,000.00
Move This World Middle (6-8) provides teachers with access to an extensive library of evidenced-based exercises designed to equip students with the ability to identify, express, and manage emotions. Students have the opportunity to engage in a variety of daily creative practices ranging from independent self-reflective exercises, to interpersonal discussions, to exercises exploring personal interests, strengths, and challenges, all of which strengthen students' ability to relate and effectively communicate with their peers.	$3,000.00
Move This World High (9-12) provides teachers with access to an extensive library of evidenced-based exercises designed to equip students with the ability to identify, express, and manage emotions. Students deepen their relationships with themselves and each other through the daily practice of creativity, collaborative discussions, and mini-projects to explore social issues and civic engagement. They will be inspired to contribute to the well-being of the school, community, and world. Students also develop an awareness and respect for human dignity, including the similarities and differences of all people, groups, and cultures that will help them navigate diversity in their next phase of life.	$3,000.00

Move This World will hold a 45-minute kick-off call. This will be held for all administrators, teachers and support professionals. On-going quarterly coaching calls will be conducted with school administrators, and those overseeing the implementation of Move This World. Quarterly coaching calls will consist of reporting review, feedback sessions, best practices and overcoming challenges as well as any other needs that arise.	Included
The Move This World program team will create a customized and comprehensive training plan designed to fit the needs of teachers, administrators and additional support professionals. Training sessions will include platform and functionality training and workshop sessions to help teachers and administrators effectively implement Move This World into their school and classrooms. Training models will include, but are not limited to, the following options- Train-the-Trainer model where leadership is provided the tools and resources in order to train and support their staff, teacher webinars designed to cover a variety of topics to meet individual teacher needs, on-demand training that teachers can access	Included
Total Building Count	140
Total Cost	$420,000

Primary Contacts

The primary contact for Move This World's proposal for IDEA Public Schools.

Caitlin Daly
Sr. Education Consultant
Phone: 201 410 4537
Email: cdaly@movethisworld.com

ACCEPTED:

Move This World

_____
Name (please print or type)

_____
Title

_____|_____
Signature Date

IDEA Public Schools

_____
Name (please print or type)

_____
Title

_____|_____
Signature Date

1 Purpose of this Document

This Statement of Work ("SOW") describes the scope, Deliverables, assumptions, acceptance criteria, work effort limitations, and other particulars required to implement Move This World and services described herein. The SOW and the work provided hereunder are subject to terms and conditions contained in the Agreement.

2 Service Offering Scope

Offered to Idea Network Charter School clients only, this service offering provides access to customized reporting provided in the following areas:

Services included:	
Service	**Description**
Tracking System Campuses	• Campus meets criteria- 95% of lead facilitators meet content expectations • Content expectation- 4/5 days showing full video • Ability to zoom in on each campus, toggle between 'lead facilitator' and whole staff • Ability for site admin to assign lead facilitator role within system • Ability for site admin to easily track weekly lead facilitator completion • Data can be tracked or adjusted by changing dates
Tracking System District Administrator	• Ability to track district wide completion of meeting criteria for success (defined above) • Ability to zoom in on each campus, toggle between 'lead facilitator' and whole staff • Monthly Summary Reports
Continued Development Work:	
Service	**Description**
Opportunities for Further Development and Automation	• Ideal state- all of this is on MTW admin facing site and no need to go through insights making it easier to access engagement, reporting, or automating the reports to be sent on a weekly or monthly basis

3 Service Offering Assumptions

Client acknowledges that its participation and cooperation are critical for effective completion of the services set out in this SOW. The following assumptions are based on information provided by Client to MTW. Deviations from these assumptions may lead to commensurate changes in the time and fees necessary to meet Client's requirements.

- Travel and related expenses are not included in scope of this SOW

- Meetings, updates and reports will be done remotely and during regular business hours unless otherwise agreed
- Client understands and agrees that MTW's ability to provide the Services and deliverables under this SOW is dependent upon the active participation of, and MTW's timely access to, the appropriate Client
- resources as may be required by MTW and assigned by Client during the performance of this engagement.

3.1 Out of Scope

- Travel and related expenses are not included in scope of this SOW
- Deliverables and activities not explicitly described as in scope of this SOW are explicitly out of scope of this SOW

Acceptance: Idea Charter Network

Signature:_____

Title:_____

Name:_____

Date:_____

Acceptance: Move This World

Signature:_____

Title:_____

Name:_____

Date:_____