

**SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
BOARD AGENDA ITEM – July 13, 2021**

DEPARTMENT/SCHOOL INITIATED AGREEMENT

16-386-A-WH - Focus School Software

Adult Ed. - Renewal

<input type="checkbox"/> (BW) Bids Waived <input checked="" type="checkbox"/> (A) Agreement

REQUESTOR: Adult Education

Legal Review Required: Yes No

Standard Template Used with No Changes: Yes No

Standard Template Type: N/A

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Focus School Software, LLC	\$11.25 per student Variable	Annual Support and Maintenance Additional Services as Needed; Training, Integrations, Etc.
Estimated Total	Variable	

<input checked="" type="checkbox"/> Contract Renewal	Estimated New Contract Amount	Variable
<input type="checkbox"/> Recurring Contract	Previous Contract Amount	\$133,380.00
<input type="checkbox"/> New Contract	Variance	N/A

PRICE INCREASE / DECREASE EXPLANATION: Decrease in estimated student counts resulted in lower estimated annual costs.

DISCUSSION:

The FOCUS School Software was implemented 5 years ago. The system has performed flawlessly over that time period, and the contract is due for renewal. The cost to the district is all applicable maintenance fees (based on a yearly student count) and additional services as needed (training, integrations, etc.).

A vendor-provided agreement has been used and approved by Legal Services on June 2, 2021.

CONTRACT TERM:

The contract term shall commence July 14, 2021 and will continue until May 31, 2026.

RECOMMENDATION:

It is the recommendation of Dr. Stephanie Soliven Secondary, Assistant Superintendent of Secondary Learning & Learning, and Lorri Benjamin, Director of Adult and Community Programs to approve the attached agreement with Focus School Software, LLC.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012 (11) (b)



Postsecondary SIS + POS Product Schedule

This Product Schedule is hereby incorporated into Master License Agreement Number **BPS-AESIS001** previously executed by **Brevard Public Schools and Focus School Software on October 26, 2015** ("Agreement") **Focus School Software, LLC.**, ("**Focus**") and the Licensee as listed below. In accordance with the provisions of this Product Schedule and the Master Agreement and subject to Licensee's compliance with both, **Focus** grants Licensee a license for the Product(s) as listed below. Unless otherwise specified, this Product Schedule supersedes any prior Product Schedules for the Product(s) as listed below and to the extent that any provision of this Product Schedule conflicts with the Master Agreement, the provisions of this Product Schedule shall control with respect to the license granted herein. Licensee may not terminate this Product Schedule except in the case of a breach of the Master Agreement by **Focus** that remains uncured for thirty (30) days after **Focus** has received written notice of the breach.

Licensee	The School Board of Brevard County, Florida	
Product(s) & Designated Hardware	Focus School Software Postsecondary Student Information System + Point of Sale (POS)	
	Which includes: Enrollment, Student Demographic, Scheduling, Attendance, Grades, Test History, WDIS State Reporting, LMS, Job Placement and Reports. Any computer(s), at the License Site listed below.	
License Scope & Capacity	General Scope - Limited strictly to the processing of Licensee's data by Licensee's employees, contractors, and affiliates.	
	Special Limitations – If any. Other restrictions apply as listed in this Product Schedule.	
License Site	brevard.focusschoolsoftware.com	
Site	2700 Judge Fran Jamieson Way, Viera Florida 32940	
License Type	Term License	
License Term	The five (5) years beginning and ending on October 1, 2020-September 30, 2025	
License Fee	Waived – Previously Purchased	
Services	Optional services rates (to be purchased as needed)	
	Service	Daily Rate
	Project Management	\$1,800.00
	Data Migration and Cleansing	\$1,800.00
	Training (Focus led and "Train the Trainer")	\$1,250.00
	Integrations	\$1,800.00
	Custom Programming	\$1,800.00
Annual Support and Maintenance Fee	<u>SIS + POS ANNUAL SUPPORT AND MAINTENANCE FEE:</u>	
	Year 1: \$10.00 per student, due June 1, 2021 Year 2: \$10.00 per student, due June 1, 2022 Year 3: \$10.00 per student, due June 1, 2023 Year 4: \$10.00 per student, due June 1, 2024 Year 5: \$10.00 per student, due June 1, 2025	
	<u>Optional Services</u>	
	Hosting \$1.25 per student per year	
	includes One (1) Production Site, Three (3) Non-Production Sites, and a site for each State Reporting Survey one (1) site for Survey F & G, one (1) site for Survey W & X, and one (1) site for Survey S). Additional Non-Production Sites will be charged \$0.10 per student per year.	


Focus will invoice Licensee at least thirty (30) days prior to the listed due date. Any amounts due under this Product Schedule which remain unpaid ten (10) days after the date due shall be subject to a late fee of 1.5% of the amount of the original invoice per month.

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

- Use Review: Upon reasonable notice, Licensee shall grant **Focus** access to its pertinent files, libraries and records, as produced from the Product(s), to perform a review of the Product ("Use Review"). All information obtained during a Use Review shall be treated as confidential.
- Third Party Code: Notwithstanding anything to the contrary in this Product Schedule or the Master Agreement, Product(s) and applicable modules licensed herein may contain code licensed by **Focus** from a third party for license with Product(s) to end users ("Third Party Code"). Licensee agrees that if Product(s) contain Third Party Code, such Third Party Code is the Confidential Information of **Focus**'s licensor and that Licensee's obligations with respect to the Title, Proprietary Rights and Confidentiality section of the Master Agreement shall apply with respect to such Third Party Code as if such Third Party Code was owned by **Focus** and was a part of Product(s) licensed from **Focus** pursuant to this Product Schedule; that title to such Third Party Code shall at all times remain with the owner of such Third Party Code; that Licensee may not use the Third Party Code separate from Product(s) or applicable module containing such code; that Licensee agrees not to translate, reverse compile, reverse assemble or otherwise reverse engineer the Third Party Code or permit others to do or attempt to do the same; that the section(s) pertaining to limitation /exclusion of damages/liabilities shall apply to such Third Party Code and Licensee agrees that **Focus**'s licensor shall be excluded from any liability and/or indemnification obligations and to look exclusively to **Focus** (as set forth and limited in the Master License Agreement) for remedy of and indemnification for damages caused by such Third-Party Code. **Focus** makes no representations or warranties on behalf of **Focus**'s Third-Party vendors, but **Focus**'s indemnities, warranties, and maintenance obligations for Product(s) licensed under this Product Schedule will apply to such Third-Party Code as between **Focus** and Licensee.
- Headings: Headings or titles to Sections herein are for convenience and/or reference only and shall not affect the meaning or interpretation of this Product Schedule or any part of it.
- Acceptance: All Products shall be deemed accepted by Licensee upon execution of the Product Schedule.
- **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BPS CUSTODIAN OF PUBLIC RECORDS AT (321) 633-1000 ext. 11453, recordsrequest@brevardschools.org, BREVARD COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, 2700 Judge Fran Jamieson Way, Viera, Florida 32940.**



The parties agree that the prices, terms and special conditions contained in this Product Schedule constitute Confidential Information under the Master Agreement.

ACCEPTED BY LICENSEE:	ACCEPTED BY FOCUS :
Signature	 Signature
Misty Belford Name	Steven Harnois Name
Chairperson Title	Director of Operations Title
Date	June 3, 2021 Date