



Vallecitos School District

5211 Fifth Street • Rainbow, CA 92028 • (760) 728-7092 • FAX (760) 728-7712

"A community school where we learn to achieve our dreams"

MEETING DATE: August 20, 2024

DISCUSSION/ACTION: 10.8

SUBJECT: APPROVAL OF CONTRACT WITH FINALSITE FOR MASS
COMMUNICATION SERVICES

BACKGROUND: Pursuant to Government Code 53060, and District Board Policy, all contracts must be approved and/or ratified by the Board of Trustees. The District is contracting with Sunbelt Staffing for psychological services for the 2024-25 fiscal year

FISCAL IMPACT: \$1,850 (Year 1)
\$2,050 (Year 2)
\$2,250 (Year 3)
\$2,450 (Year 4)
\$2,650 (Year 5)

RECOMMENDATIONS: It is respectfully recommended that the Governing Board approve the agreement with FINALSITE for fiscal year 2024/25.

FINALSITE ORDER

This **Finalsite Order (the 'Order')** is entered into by and between Active Internet Technologies, dba Finalsite ('Finalsite') and Vallecitos School District ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("**Pricing Summary**"). This Order, together with the Master Terms and Conditions for Services (the "**Master Terms**") located at <https://www.finalsite.com/masterterms/useducationagencies> and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The "**Effective Date**" of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Pricing Summary

* Indicates products added

[x] Indicates products removed

Communications

Platform	
[X] CONNECT SERVICE PER USER K-12	* Phone Communications - Voice, SMS (XR) View a detailed description of what is included in your software package here https://www.finalsite.com/ssu Usage Plan: https://www.finalsite.com/mxr-usage-plan Parent & Student Roles / Portals Messages Integration
[X] CONNECT CARE ANNUAL FEE K-12	* Communications Core (Messages) View a detailed description of what is included in your software package here https://www.finalsite.com/ssu

Setup	
* Messages XR Conversion Setup View a detailed description of what is included in your software package here www.finalsite.com/sow-mxr-conv	

Products Included in Communications Core	
Unlimited Email Messages	Staff / Faculty Profile
Google Translate	Base Integrations

Finalsite Central	Roles & Permissions
Directories	Standard SSO
Constituents	MFA / Authentication
Parent Profile	24/7 Support
Student Profile	Resource Manager

Special Provisions:

Client is eligible to kickoff conversion to Messages XR upon signature of this agreement.

Invoice INV071373 will be voided upon signature of this agreement.

Services: Initial Term and Fees:

The initial term of this Order is for the (1) year period beginning from the Effective Date, unless otherwise outlined in the schedule below (the "Initial Term").

Fees for the Initial Term for the Services specified in the table above are set forth below:

Total Setup Cost (USD)
\$ 0

Schedule	Amount
Period 1 - Aug 01 2024	\$ 1,850
Period 2 - Aug 01 2025	\$ 2,050
Period 3 - Aug 01 2026	\$ 2,250
Period 4 - Aug 01 2027	\$ 2,450
Period 5 - Aug 01 2028	\$ 2,650

B. Payment Terms

1. All fees for the initial year of this Order shall be due as follows: (i) Set Up fees shall be invoiced on the Effective Date of this Order and shall be due and payable upon receipt of invoice; (ii) fees for Year 1 (described in the fee table above) shall be invoiced on the Effective Date of this Order or the first day of Year 1, whichever is later, and shall be due and payable upon receipt of invoice; (iii) fees for each subsequent Year of the Initial Term, and for each Renewal Term, shall be invoiced on the commencement of such Year or Renewal Term (as applicable) and shall be due and payable upon receipt of invoice. Fees for any other Services, and for reimbursable expenses, shall be invoiced in accordance with the Master Terms or this Order and shall be due and payable upon receipt of invoice.
2. Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (5) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Finalsite, or Finalsite provides Customer, with a written notice to the contrary ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Unless otherwise specified, all dollars (\$) are United States currency.
4. Sales/VAT Tax: If applicable, a copy of Customer's Sales/VAT Tax Direct Pay Certificate or its Sales/VAT Tax Exemption Certificate must be returned with this Order Form. Otherwise, Finalsite will invoice Customer for applicable sales, use and other transactional taxes due in connection with the Services or the fees due therefor.
5. Except as otherwise specified in this Order, fees are subject to increase in accordance with the applicable provisions of the Master Terms.
6. In addition to Customer's obligations to pay the fees described in the fee table above, Customer agrees to reimburse Finalsite for all travel and other out-of-pocket expenses reasonably incurred by Finalsite in rendering any services described in this Order.

Any SOWs to which links are provided above in Section A, "Pricing Summary," are incorporated into this Order by reference, and any professional services described therein are included as part of your software package. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order, the Master Terms, and any SOWs incorporated by reference. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and the Master Terms.

On Behalf Of: Vallecitos School District	Active Internet Technologies ('Finalsite')
Signature	Signature
Name (printed)	Name (printed)
Title (printed)	Title (printed)
Date	Date

C. Customer Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

Billing Contact	Project Contact
Title	Title
Address 5211 Fifth St	Phone
City, State Zip Fallbrook, CA 92028	Email
Phone	
Email	

*Executive Sponsor (Superintendent, Head of School, CFO, etc.)
Title
Email

*The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.