



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: May 15, 2024

Agenda Section: Consent

Agenda Item Title: Approve the Finalsite Composer Content Management System (CMS) contract to update and migrate the SSAISD Website.

From/Presenters: Alexis LaFosse, Director of Communications and Marketing

Description: The current SSAISD website provider Blackboard WCM is moving to Finalsite Composer CMS and will need to be updated and migrated to the new platform. Also, SSAISD will be launching a new 2-Way Communication Mobile App that will be included in the contract guidelines.

Historical Data:

Recommendation: Approve the Finalsite Composer Content Management System (CMS) contract to update and migrate the SSAISD Website.

Purchasing Director and Approval Date: Victoria Cantu | May 6, 2024 | Allied States #22-7429

Funding Budget Code and Amount: 199/ \$65,331

Goal: 6. SSAISD will provide supplemental support and resources to low performing campuses.

FINALSITE ORDER

This **Finalsite Order (the 'Order')** is entered into by and between Active Internet Technologies, dba Finalsite ('Finalsite') and South San Antonio Independent 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

CMS Platform

Platform	
* Core Communications Platform - Blackboard WCM Conversion View a detailed description of what is included in your software package here https://www.finalsite.com/wcm-conv-pkg	[X] WCM Essential

Setup and Creative and Professional Services	
* Blackboard WCM Composer Upgrade View a detailed description of what is included in your software package here https://www.finalsite.com/sow-wcm-conv	[X] Creative Myway Ultr Templ Libr

Add-Ons	
* LDAPS/Active Directory Integration	* Support Plus
* Premium Data Integration	* Athletics

Products Included in Communications Core Platform - Blackboard WCM Conversion	
Finalsite Composer Content Management System	Granular Permissions
Basic Integrated Site Search	HTTPS Implementation
Calendar Manager	Knowledge Base and Product Training Resources
Website cloud storage / 140 GB	Mobile Friendly, Responsive Designs
Comprehensive Training Program	News / Blogs via Posts (Unlimited)
Content Migration Included	Page Based Notifications (Unlimited)
District Site and 12 Additional Sites	Published Pages (Unlimited)

Drag - and - Drop Page Elements	Resources (Media, Galleries, Document Library)
Faculty / Staff Directory (public facing)	Secure Hosting & CDN
Faculty / Staff Portal	Single Sign-On
Forms Manager (Unlimited forms)	Social Media Feeds for Districts - Standard (13)
Standard Support Plan	

Communications

Platform	
[X] MASS NOTIFICATIONS	[X] MOBILE COMMUNICATIONS APP INTG
<p>* Communications Core (Messages)</p> <p>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</p>	<p>* Phone Communications - Voice, SMS (XR)</p> <p>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</p>

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

Add-Ons	
[X] APP STORE MAINTENANCE SERVICE	* 2-Way Comms Mobile App

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

Digital Marketing Services

Digital Marketing Services	
* Virtual Webmaster	
View a detailed description of what is included in your software package here http://www.finalsite.com/virtual-webmaster-sow	

Accessibility

Accessibility	
* AudioEye Managed	<input checked="" type="checkbox"/> ALLY FOR WEB COMMUNITY MANAGER
* AudioEye Subscription Setup for WCM	

Translation

Translation	
* Weglot Exclusive (7 languages, 500K words)	

Special Provisions:

- 1) Client is eligible to kickoff conversion to Messages XR in Summer 2024. The customer shall have the option, exercisable by providing Finalsite at least sixty (60) days advance written notice, to migrate from the mass notification product described in this Order to Finalsite's service offering known as FS Comms, fka Messages XR, which shall include all updates and upgrades thereto. In such event, the parties must mutually agree in writing on a target date for completion of such conversion based upon Finalsite's then-current implementation pipeline. In order to exercise this option, (1) Customer must be current in all payments due under the Agreement, including fees applicable to the mass notification or Connect Service; and (2) Customer acknowledges and agrees that Finalsite's standard Statement of Work for such implementation found here: <http://www.finalsite.com/sow-mxr-conv> [<http://www.finalsite.com/sow-mxr-conv>] which sets forth agreed implementation timeline and scope of work, shall immediately become part of this Agreement.
- 2) Client is eligible to kickoff conversion to 2-Way Comms Mobile App in Summer 2024. The customer shall have the option, exercisable by providing Finalsite at least sixty (60) days' advance written notice, to migrate from the Mass Notifications described in this Order to Finalsite's service offering known as 2-Way Comms Mobile App.
- 3) The client will commit to launch their new Composer website within 12 months of the contract signature date.

4) This agreement will be processed via Choice Partners contract number: 24/012MF-03.

5) Ally will be active until 8/31/2024. AudioEye will be added to the WCM website until Composer is ready.

6) Virtual Webmaster:

- * This agreement entitles Client to 20 hours of Finalsite's Virtual Webmaster service at a rate of \$150/hour.
- * This service will be made available for a maximum of 5 hours per week.
- * Unused hours expire on 12/01/2024
- * Finalsite's Virtual Webmaster team will make every effort to deliver prompt turnaround on requested tasks. However, due to the shared-resource nature of the Virtual Webmaster service, turnaround times are subject to Virtual Webmaster availability.

Services: Initial Term and Fees:

The initial term of this Order is for the (5) 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)
\$3,000

Schedule	Amount
Period 1 - Sep 01 2024	\$ 65,331
Period 2 - Sep 01 2025	\$ 65,331
Period 3 - Sep 01 2026	\$ 65,331
Period 4 - Sep 01 2027	\$ 65,331
Period 5 - Sep 01 2028	\$ 65,331

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 (1) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides Finalsite, or Finalsite provides Client, 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: South San Antonio Independent School District	Active Internet Technologies ('Finalsite')
Signature	Signature
Name (printed)	Name (printed)
Title (printed)	Title (printed)
Date	Date

C. Client Contact Information

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

Billing Contact	Project Contact
Title	Title
Address 1450 GILLETTE BOULEVARD	Phone
City, State Zip San Antonio, TX 78224	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.