## WARREN COUNTY SCHOOL DISTRICT



## CENTRAL ADMINISTRATIVE OFFICES 6820 MARKET STREET RUSSELL PA 16345-3406

AMY J. STEWART SUPERINTENDENT

SchoolInfoApp, LLC P.O. Box 2144 Ruston, LA 71273

February 10, 2023

Warren County School District 6820 Market Street Russell, PA 16345

As per the conditions of our business contract, please allow this letter to serve as a termination of the contract on June 30, 2023. This letter will satisfy our cancellation agreement and allow us to severe this contract without any further need.

Sincerely,

Veronica R. Pillsbury

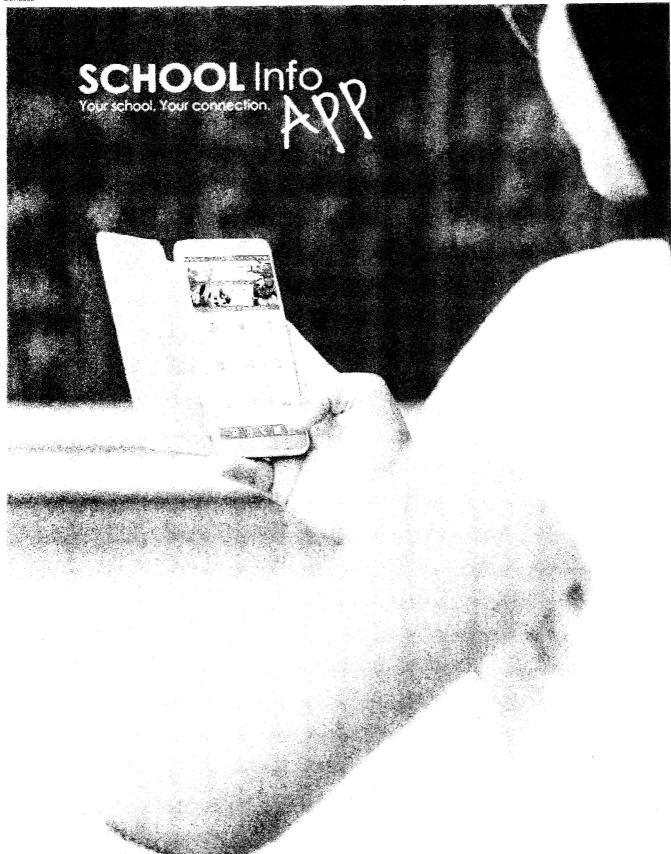
Technology Dept. - Secretary

vrp

cc: file

The Warren County School District does not discriminate on the basis of race, color, national origin, sex. disability or age in its programs, activities or employment practices and provides equal access to the Boy Scouts and other designated youth groups. Inquiries may be directed to Mr. Gary Weber, Title IX/Section 504 Coordinator at 6820 Market Street, Russell, PA 16345 or (814) 723-6900.

WWW.WCSDPA.ORG



Proposal for District Mobile App Platform by SchodlinfoApp for Warren County School District

## Summary for Warren County School District

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- \* Secured Access
- × Share! by SchoolinfoApp
- \* Voice Dial, Text & Email.

## Better

#### \$10,400.00

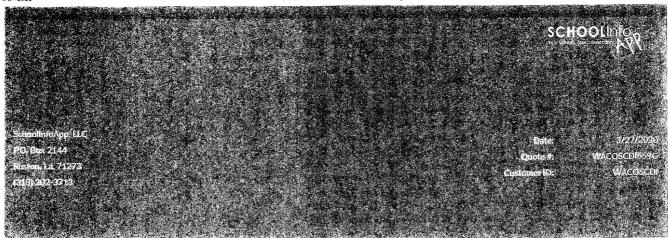
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- ✓ Voice Dtal, Text & Email

uli plans include our averd-winning content management service, automation and integration tools, training, histing, design and publish, you have any questions concerning this proposal please contact us at (844) 824-1466 or info@SchoolinfoApp.com.



700 %

Misty Weber
Warren County School District
6820 Market Strett
Russell, PA 16345
(814) 723-6900

Quote valid until: 4/26/2020

Prepared by: Enrollment: Derell Carr 4200

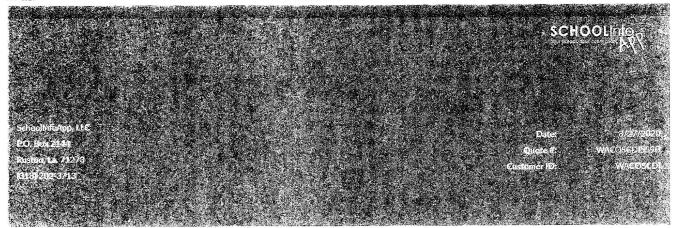
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11

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This proposal is for pricing based on a 3 year contract paid annually.





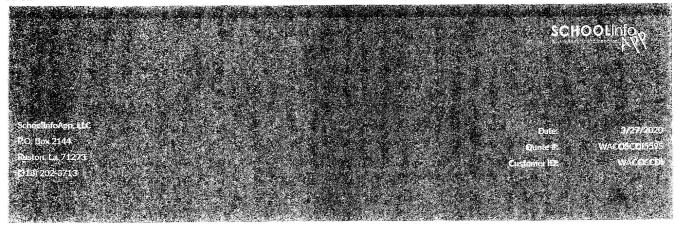
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Misty Weber	Quote valid until:	4/26/2020
Warren County School District	Prepared by:	Derell Carr
6820 Market Strett	Enrollment:	4200
Russell, PA 16345	# of Sites:	11
(814) 723-6900		

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Red Ming Art. 17) Service	
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✓ Video Messages: Up to 5 Minutes & Stored for 1 Year	\$500.00
✓ Custom .app eZLink	\$250.00
✓ Secured Access with Conversations	\$1,500.00
✓ Share! app, website integration & CommunityShare	\$1,000.00
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This proposal is for pricing based on a 3 year contract paid annually.





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Misty WeberQuote valid until:4/26/2020Warren County School DistrictPrepared by:Derell Carr6820 Market StrettEnrollment:4200Russell, PA 16345# of Sites:11

(814) 723-6900

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	\$5,500.00
✓ Native iOS, Android and Web Apps: content management, hosting, updates & training	
✓ Video Messages: Unlimited & Stored Forever with Video Highlights	\$1,000.00
✓ Custom.app eZLink	\$250.00
✓ Secured Access with Conversations	\$1,500.00
✓ Share! app, website integration & CommunityShare	\$1,000.00
✓ Voice Dial, Text & Email	\$6,300.00
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This proposal is for pricing based on a 3 year contract paid annually.





#### Contract for Services

This Contract for Services is by and between SchoolInfoApp, LLC (seller), and Warren County School District (buyer) for the purchase of services described in Quote #WACOSCDI559 attached herewith to the Terms of Service listed below:

The term of this agreement shall be: 7/1/2020 through 6/30/2023

Terms of Service (this agreement):

SchoolInfoApp, LLC and our affiliates (we, our, us) provide the use of mobile device and web applications, a voice dial, text (SMS) and email mass notification system, website design and hosting services and backend content management (CMS) systems (our services) that allow schools and school districts (your organization) to provide information, resources and tools for administrators, teachers, parents, students and other stakeholders (you, your). School and district administrators and approved teachers and staff (authorized person) will be issued login credentials to access the backend management systems.

#### 1. Authorization

You represent and warrant that you have full power and authority to enter into and perform the obligations under this agreement; and, you as the individual signing this agreement have actual authority to enter into this agreement on your organization's behalf; and, this agreement will be a legal, binding and enforceable obligation of your organization.

#### 2. Payment

Payment shall be due and payable for the total one-time Setup and Service amount listed in the quote referenced above at the time of execution of this agreement and payment for any recurring Service amounts not paid in full upfront shall be due and payable annually on the 1st day of July for the remainder of the term of this agreement. If at anytime throughout the duration of this agreement your organization wishes to terminate this contract and our services, you may do so with a one-time payment equal to 100% of the remaining cost for services due under the remainder of this agreement

#### 3. Training

Our services are designed to be intuitive, simple and easy to learn. We will provide training on request for best practices and usage of our services via phone or web conference for authorized persons and employees of your organization. On-site training is available on request at an additional charge.

#### 4. Support

We will provide technical support through email and by phone and will respond to any request for support within one business day. You may email us your support request at support@schoolinfoapp.com, call us at (318) 202-3713 or contact us through our website.

#### 5. Content

You are responsible for any text message. push notification, data, picture, video, audio, hyperlink, file or other information of any kind that you cause to be published through our services whether by posting, uploading, emailing or otherwise transmitting to us or through our services (content) and any harm resulting from the content. You represent and warrant that:

- a. downloading, copying and use of the content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party; and,
- b. if your employer has rights to intellectual property you create, you have either received permission from your employer to make available the content, including but not limited to any links, or secured from your employer a waiver as to all rights in or to the content; and.
- c. you have fully complied with any third-party licenses relating to the content, and have done all things necessary to successfully pass through to end users any required terms; and,
- d. the content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content; and,
- e. the content does not contain unethical or unwanted commercial content; and,
- f. the content does not contain threats or incite violence towards individuals or entities; and,
- g. the content does not violate the privacy or publicity rights of any third party; and,

h. you grant us a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the content.

# We reserve the right, though not the obligation, to refuse or remove any content that violates any of our policies or is in any way harmful or objectionable; or terminate or deny access to your use of our services.

You are responsible for maintaining security of the login information provided to allow you to access our services and you are fully responsible for all activities that occur through your account. We are not liable for any acts or omissions, including any damages of any kind incurred as a result of such acts or omissions.

#### 6. Student Data

No student data is required to be transmitted, uploaded or otherwise delivered to us or stored on our servers for the basic service features, which include:

Push Notifications

**Event Calendars** 

Daily Messages

Video Messages

Contacts

**Quick Links** 

Social Media/Website Links

Documents

**Pictures** 

Tip Line

Maps

Forms

Supply Lists

My Assignments

Language Translations

Some optional, advanced features require limited student data to be transmitted to us and stored on our servers. The data required for these features is limited to what FERPA guidelines state may be defined as Directory Information. These features (and the data required for optimal functionality) include:

Student ID (Student Name, Student ID #, Student Grade-level\*, Student Picture\*)

Hall Pass (Student Name, Student ID #, Student Picture\*)

Secured Access (Student Login Credentials)

Voice dial, text (SMS) and email mass notification services (Student Name, Phone #, Email)

#### 7. App Stores

Google Play and the Apple App Store are owned and controlled by Google and Apple, respectively. Both Google and Apple unconditionally reserve the right to reject or remove apps from these stores for any reason at any time without notice. We make no guarantee as to the continuing availability of access to our services through these distribution channels.

In the event that accessing our services through these channels becomes unavailable, we will provide alternatives that may include either a browser-based web app or the School Info portal app. You agree that these alternatives are acceptable equivalents.

#### 8. Advertisements

Our services may contain advertisements unless an authorized person for your organization instructs us via email, in writing or by indicating by initial below that your organization elects to "opt-out" of any advertising or sponsorship agreements. Advertisements may be in the form of banner or interstitial images or videos that display before, after or along with your organization's content or sponsored notifications. Unless opted-out, we may solicit advertisement sales, negotiate advertising terms and collect payments from advertisers on behalf of your organization. We agree to credit your organization's account up to 50% of the share of any advertising contracts sold exclusively for your organization and a portion of your organization's pro-rata share of any advertising

<sup>\*</sup> Student Grade-level and Picture is not required, but provides enhanced functionality.

contracts that are not exclusive for your organization. Your organization's pro-rata share will be determined by the terms of the advertising contract and may be based on a variety of factors including, but not limited to, the total number of downloads, active users, clicks or impressions.

\_\_\_\_ If this box initialed, no advertisements shall be displayed through the service.

#### 9. Disclaimer of Warranties

Our services are provided "as is". We hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. We do not warranty that our services will be error-free or that your access to our services will be continuous or uninterrupted. Your use of our services is at your own discretion and risk.

#### 10. Limitation of Liability

In no event will we be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for:

- a. any special, incidental or consequential damages: or,
- b. the cost of procurement for substitute products or services; or.
- c. for interruption of use or loss or corruption of data; or,
- d. for any amounts exceeding the amount paid by you to us under this agreement during the twelve (12) month period prior to the cause of action.

We shall have no liability for any failure or delay due to matters beyond our reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

#### 11. General Representation and Warranty

You represent and warrant that:

a. your use of our services will be in strict accordance with our Privacy Policy, with this agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside); and,

b. your use of our services will not infringe or misappropriate the intellectual property rights of any third party.

#### 12. Indemnification

You agree to indemnify and hold harmless us, our contractors, and licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of our services.

#### 13. Miscellaneous

This agreement constitutes the entire agreement between us, your organization, your organization's authorized person(s) and you concerning the use of our services, and may only be modified by a written amendment signed by an authorized executive of SchoolInfoApp, LLC.

Except to the extent applicable law, if any, provides otherwise, your use of our services will be governed by the laws of the state of Louisiana, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of your use of our services will be the state and federal courts located in Lincoln Parish, Louisiana. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in Ruston, Louisiana, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this agreement shall be entitled to costs and attorneys' fees. If any part of this agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign our rights under this agreement to any party that consents to, and agrees to be bound by, its terms and conditions; we may assign our rights under this agreement without condition. This agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

With my signature below, I affirm that I have read and agree to this contract for services.

	avera Farecoly
SchoolInfoApp, LLC (Seller)	Authorized Representative (Buyer)
Jordan Riggs, CEO	D <b>O</b> NNA L. ZARICZNY
Print Name & Title	Print Name & Title
0.197.1999	ATTEST: France Ruck
3/27/2020	3/30/2020
Date	Date

In order to comply with Google Play & Apple App Store guidelines, we are required to show that we have your permission to publish the Warren County School District app. Please sign and return the following letter, preferably on your school or district's official letterhead.

This must be received before we can proceed with development of your app.

Friday, March 27, 2020

To whom it may concern,

SchoolInfoApp, LLC has explicit permission to publish the Warren County School District app. We hereby grant permission to SchoolInfoApp, LLC to use any content, copyrighted or otherwise, within said app.

Thank you,

Misty Weber Administraotr

Warren County School District 6820 Market Strett Russell. PA 16345

#### OPTIONAL!

To assist our team in maximizing the sponsorship opportunity for Warren County School District, please sign and return the following letter on your school or district's official letterhead.

This is needed if you'd like our team to actively assist in procuring sponsors for your app.

Friday, March 27, 2020

Dear Valued Business Owner,

We are excited to announce the launch of the Warren County School District mobile app in partnership with SchoolInfoApp. Our vision is for our app to become an information hub that our parents, students, teachers and staff will use daily throughout the year to stay connected and informed with school news, events, resources and more.

"SchoolInfoApp is the industry-leader in mobile app development for K-12 schools and school districts and has developed and managed apps serving millions of students and parents in more than 1,500 schools and districts around the world. Support from local businesses through the SchoolInfoApp sponsor program allows many schools the opportunity to provide this valuable service to their community without diverting valuable resources from their classroom and student programs.

The program also showcases the local businesses that help make the program possible with their support.

SchoolInfoApp will be contacting members of our local business community to offer participation in our app's sponsor program. We encourage you to take a minute or two to learn more and consider supporting the program. Please contact sponsor@schoolinfoapp.com for details."

Thank you,

Misty Weber Administraotr

Warren County School District 6820 Market Strett Russell. PA 16345



### CREATING AN

## APPLE DEVELOPER ACCOUNT

In summer an activity due Angle App Store, yet. First need to set up a developer account. Once you have suitely out developer account, we can do the rest for you! To start the process, you will report to one set an appear if We highly recommer in using or Apple ID dedicated to your schools of this surplies on using a docasted ornal address as well. This can be a free address such as Chroiser Yelloom training two schools defined the Summer and not the name of satelines.

If you never only or exponsitmoughout the process feet free to contact us. Vise http://siap.ps/7cf5b6 to set started.



For added security, Apple requires **Two-Factor Verification** to be enabled for your account. To successfully set this up on your nevice please visit https://support.apple.com/en-us/HT207198



#### **Agenda Item Details**

Meeting

Mar 30, 2020 - Special Board Meeting

Category

2. New Business

Subject

2.7 School Information App

Type

Action

Fiscal Impact

Yes

Dollar Amount

15,550.00

Budgeted

Yes

**Budget Source** 

01 2818 000 00 35 000/438

Recommended Action

That the Board of School Directors approves the agreement with SchoolInfoApp, LLC to provide a communication system that allows the District the functionality to send bulk communication and emergency information. This solution offers additional functionality for administrators and teachers to communicate with parents and students. This would be a three year commitment for the service with an annual fee of \$15,550 and a one time set-up fee of \$1650 that would provide the use of mobile device and web applications, a voice dial, text (SMS) and email mass notification system, as presented.

Goals

Goal #1 - The Warren County School District will achieve academic excellence through efficient delivery of programs focused on improved: staff effectiveness, student support services and assessment.

#### Executive Summary

Mobile Platform Price Quote by SchoolInfoApp.pdf (1,618 KB)

Mobile Platform Apple Developer Acct.pdf (523 KB)

#### Motion & Voting

That the Board of School Directors approves the agreement with SchoolInfoApp, LLC to provide a communication system that allows the District the functionality to send bulk communication and emergency information. This solution offers additional functionality for administrators and teachers to communicate with parents and students. This would be a three year commitment for the service with an annual fee of \$15,550 and a one time set-up fee of \$1650 that would provide the use of mobile device and web applications, a voice dial, text (SMS) and email mass notification system, as presented.

Motion by Arthur Stewart, second by Joseph Colosimo.

Final Resolution: Motion Passed

Yes: Joseph Colosimo, Elizabeth Huffman, Jeffrey Labesky, Paul Mangione, Marcy Morgan, Mary Passinger, Arthur Stewart,

Donna Zariczny, Kevin Lindvay