# GLASSBORO SCHOOL DISTRICT

Updated 2/1/05

# Monthly Board Items

Date Submitted: / 6	Propos	sed Effective I	Date: ////2020	Grade(s)	impacted:
KICHACA BO	OTH SPERVIS	OR B86		0	PS
Name:	Position/Item:		Submitted By:	Building:	
9/620-	GENERAL 3. it: Funded through	DOGET			
Proposed cost/amour	t: Funded through	n;	Hours/Days per wk:	Benefits:	Y or <u>N</u> (circle one)
s candidate currently No Yes	employed by District:		Is candidate a former No Yes	employee:	-
(if yes, what position If yes, part time or fu		-	Check references/revi		ersonnel file?
Board Action Requ	ested: Affront c	of AN ELE	CTRONIC WOLK	OLDEL S)	VSTÉM
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Details & Ramificat	tions: (SCHOOLTOX	MPLINIT,	BETTER REPO	CRPERS	
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Concerns:		- iiiiiii			5
		2			
Other Comments:	(SCHOOLTODAY) EMAINT	9/620	WITH COST ANNI	12 \$ 125	) <sup>-</sup>
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OR OFFICE USE ON	NLY:				
oard Date:	App	proved: Y or	N Index#	•	



This Agreement is made and entered into as of the 6th day of October 2020, by and between rSchoolToday ("RST"), a Florida Corporation and Glassboro Public Schools (hereafter "GPS").

The parties hereby agree as follows:

# 1. Obligations of the Parties

RST and GPS will provide the services and in the time frames and under the Rules of Engagement outlined in Attachment A.

#### 2. Commencement of Contract

The Services shall begin on November 1, 2020.

# 3. Terms of Contract

As delineated in Attachment A.

#### 4. Limitation of Liability

In no event shall either party be liable to the other party for any special, consequential, or indirect damages in connection with this agreement. Any damages shall be limited to the total fees paid within the most recent calendar year.

#### 5. Notices

Any notices permitted or required hereunder shall be deemed given when deposited in the United States mail with postage prepaid and addressed as follows:

If to RST: rSchoolToday 550 North Reo Street, Suite 300 Tampa, FL 33609

If to GPS: Richard Booth

560 Joseph Bowe Blvd Glassboro, NJ 08028 856-652-2700 ext 6805

rbooth@gpsd.us



#### 6. Governing Law

This agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. If any 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.

# 7. General Provisions

- a) This agreement contains the full understanding of the parties with respect to the subject matter hereof, and no waiver, alteration or modification of any of the provisions hereof shall be binding unless in writing and signed by officers of both parties.
- b) Neither party to this agreement may assign its rights or obligations under this agreement without the express prior written consent of the other party, such consent not to be unreasonably withheld or delayed, except that the obligations of RST under this agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporation or subcontractor of RST so long as RST or its successor or its affiliate assumes full responsibility for such obligations.
- c) Each party represents that the individual executing this agreement on its behalf has the requisite power and authority to do so and that this agreement constitutes the valid and binding obligation of its corporation.
- d) In the event that either party brings an action against the other party to enforce the terms and conditions of this agreement, the prevailing party shall be entitled to recover its reasonable costs and expenses, including reasonable attorney's fees, incurred in connection therewith.



# 8. Force Majeure

Neither party shall be liable for failure to fulfill its obligations under this agreement if such failure is due to any cause or condition beyond such party's reasonable control, such as: natural disaster, acts of God, strikes, fire, floods, war, riot, electrical power failure, computer viruses, hardware failure, bandwidth supplier failures, decrees of governmental bodies or communications failure.

IN WITNESS WHEREOF, the parties have executed and delivered this agreement, on the day first above written.

rSchoolToday (RST)
Ry Cath
Ву:
Name: Ray Dretske Title: President and CEO
Glassboro Public Schools (GPS):
Ву:
Name:
Title:
PO Number:
English.
Email:
Phone Number:



# Attachment A Services, Terms and Grants

# 1.0) Services

RST will provide the following services to GPS for use in facilitating more efficient operations:

rSchoolToday Facilities Scheduler with Public View rSchoolToday Work Orders

#### 2.0) Costs

# 2.1) Facilities Scheduler™ and Public View

900-2500 Students

1-Time Setup Fee \$1,199.00

Annual Fee \$2,295.00

Online Training- 10 hours X \$80/hour \$800.00

Net YEAR 1 Cost: prorated Nov 1 2020 - June 30 2021 \$3,529.00

(Subsequent Years: \$2,295 annually based on current pricing)

#### 2.2 ) Maintenance Work Orders

#### 900-2500 Students

1-Time Setup Fee \$500.00

Annual Fee \$1,200.00

Online Training- 4 hours X \$80/hour \$320.00

Net Year 1 Cost: prorated Nov 1 2020 - June 30 2021 \$1,620.00

(Subsequent Years: \$1,200 annually based on current pricing)



#### 2.3) Credit Card Merchant Account

rSchoolToday offers Merchant Account service and has negotiated a nationwide discount through Pineapple. If you are taking credit card payments now, please allow us to do a comparison for you of how much you might save switching to rSchoolToday and Pineapple. There is no cost or obligation to receive the analysis.

# **Important Notes:**

- · No "per transaction" costs from rSchoolToday
- · No costs for cash and check transactions
- · Your money is deposited into your bank account within 24-48 hours

# Credit Card Fees:

# **PINEAPPLE** with Secure Vault Service

2.65%-3.2% plus \$.25 per transaction \$25 per month as the statement fee \$.10 per new payer as a one time vault fee. \$99 PCI annual compliance fee

#### **Customer Support & Technical Support**

Unlimited customer support and technical support is always FREE to our schools and Associations. Unlimited free support is granted in exchange for your administrators having received training on their rSchool programs.

#### **Training**

Training costs are not included in the total above because we can't know how much training you will want.

We offer instructor led on-site training or personal interactive Web Conference training to any number of participants. We can "Train the trainer" or train your whole staff if you like.

Training days or sessions can be split up across administrative groups or across various rSchoolToday applications as needed.

We will work with you to develop a training plan that suits your needs. There is no limit to the amount of training that you can have and ongoing training over time is money well spent in achieving the highest level of time and cost savings with the rSchool product platform.

# Training Costs:

- -On Site Training Half day (3-4 hours): \$500 + travel
- -On Site Training Full Day (6-8 hours): \$900 + travel
- -Web Conference Training: \$80 per hour



Senior Trainers are highly experienced trainers across many different rSchool Products. They are highly recommended in cases where you are implementing multiple rschool programs at once.

#### Senior Trainer Costs

- -On Site Training Half day (3-4 hours): \$600 + travel
- -On Site Training Full Day (6-8 hours): \$1080 + travel
- -Web Conference Training: \$95 per hour

Travel expenses for on-site training will be billed separately and includes hotel, mileage, food, airfare (if applicable). It will also include \$35/hr for travel time when the round trip exceeds 1 hour.

# 3.0) Cost and Grant Summary

**Total Amount:** 

\$6,314.00

Net Year 1 Cost to GPS: prorated Nov 1 2020 - June 30 2021 \$5,149.00

# 4.0) Included with the Service

rSchoolToday™ is a hosted service that GPS purchases from RST. It includes the following:

- ➤ The chosen rSchoolToday Services
- > All Web Hosting and Maintenance
- > Nightly Data Back-ups
- > All Bug Fixes
- > All Product Upgrades and New Features Included
- > Unlimited Technical Support
- > Unlimited Bandwidth\*
- ➤ Unlimited Disk Space\*
- \* Based on "usual and customary" usage.

# 5.0) Ownership and Copyright

RST owns all rights to the rSchoolToday services and GPS pays for the rSchoolToday service for its scheduling, publishing, registration, and marketing/promotional purposes. GPS owns all text content relating to the classes, locations, activities, staff, students, parents, and organizations of the School District. GPS agrees to allow rSchoolToday to provide Public view information (text, photos, audio, videos) to other entities, and rSchoolToday agrees to share evenly in the profits generated from so doing with GPS.



rSchooltoday maintains a data privacy policy that addresses and fulfills state laws and requirements relative to the privacy of student data. That Policy is located as a footer link on all rSchooltoday applications that store student data. It may be updated as state laws change.

#### 6.0) Term of Agreement

The term of this agreement shall be 36 months beginning on the commencement date. Invoices will be sent annually on the anniversary of the commencement date for the term of this agreement. After the initial term, the agreement will automatically renew annually unless written notice is given to RST 60 days before the end of the term. Pricing is not guaranteed to remain the same beyond the term of this agreement.

#### 7.0) Payment

Payment is due within 30 days of receipt of an invoice. Other payment terms can be discussed if needed. Checks are made payable to:

rSchoolToday (RST) 550 North Reo Street, Suite 300 Tampa, FL 33609 Business Office Phone: 952-960-4999 Business Office Fax: 763-592-8039

Business Office Email: finance@dwebsite.net

NOTE: PLEASE SIGN AND SUBMIT YOUR AGREEMENT ELECTRONICALLY USING THIS FORM. AS SOON AS RSCHOOLTODAY RECEIVES THE SIGNED CONTRACT, YOU WILL RECEIVE THE SET-UP FORM TO FILL OUT. RSCHOOLTODAY NEEDS BOTH THE SIGNED CONTRACT AND THE SET-UP DATA TO PROCEED WITH SETTING UP YOUR APPLICATION. PLEASE CONTACT contracts@rschooltoday.com IF YOU HAVE ANY QUESTIONS ABOUT YOUR SET-UP OR TO EMAIL YOUR SIGNED CONTRACT TO US. SCOTT ROSENBERG