



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: PowerSchool LLC

Doing Business As, if applicable:

Business Address: 150 Parkshore Dr. Folsom, CA 95630

Business Phone: 877-873-1550

Business email: sales@powerschool.com

SS# OR Tax ID #:

Funding Source & Acct # including location code: 190-419-00-56694

Principal or Supervisor: Michele Sherban, Ed.D.

Agreement Effective Dates: From 7/1/2021. To 6/30/2022.

Hourly rate or per session rate or per day rate.

Total amount: \$73,945

Description of Service: Please provide a one or two sentence description of the service. *Please do not write "see attached."*

Submitted by: Michele Sherban Phone: 475-220-1160



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Michele Sherban, Ed.D.
Date: March 16, 2021
Re: PowerSchool ECollect Forms & PowerPack Purchase Order

Please ***answer all questions and attach any required documentation as indicated below.*** Please have someone **ready to discuss** the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education.

1. **Contractor Name:** PowerSchool LLC
2. **Description of Service:** Annual subscription fee and one time implementation and training fees for ECollect Forms and PowerPack.
3. **Amount of Agreement and hourly or session cost:** \$73,945
4. **Funding Source and account number:** 190-419-00-56694
5. **Continuation/renewal or new Agreement?**

Answer all questions:

- a. If continuation/renewal, has the cost increased? If yes, by how much? This is a purchase order for a service add-on to our existing student information system.
- b. What would an alternative contractor cost: NA
- c. If this is a continuation, when was the last time alternative quotes were requested? NA
- d. For new or continuation: is this a service existing staff could provide. If no, why not?
This is a subscription to an electronic form collection system that works with our current student information system. It will allow parents and other stakeholders to complete forms electronically and have the information securely transferred into our student information system. The PowerPack subscription will provide digital document delivery, custom alerts, an early warning system and other added features to our student information system.

6. **Type of Service:**

Answer all questions:

- a. Professional Development? Remote training is included as part of the implementation.
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? It cannot be provided by existing staff because it is

a new product to the district. After the initial implementation any ongoing training will be provided by district staff.

- b. After School or Extended Hours Program? No
- c. School Readiness or Head Start Programs? No
- d. Other: (Please describe) Annual subscription fee and one time implementation and training fees for ECollect Forms and PowerPack

7. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? No
- b. Is the Contractor Local? No
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? No
- d. Is the Contractor a public corporation? No
- e. Is this a renewal/continuation Agreement or a new service? New service with our student information system vendor.
- f. If it is a renewal/continuation has cost increased? If yes, by how much? Not a renewal
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: It will free school-based personnel from manually entering orientation form data into the student information system. Additionally it will provide school staff with an early warning system to better support students at risk of academic failure and get them back on track.

8. Contractor Selection:

Answer all questions

- a. What specific skill set does this contractor bring to the project? If a new contractor, please attach a copy of the contractor's resume. This is a subscription for services to complement our student information system. These products will integrate with our PowerSchool SIS.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? PowerSchool has a sole source letter #29172x
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor:

9. Evidence of Effectiveness & Evaluation

Answer all questions

- a. What specific need will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met? This product will meet the need of yearly collection of information from families during orientation and throughout the year and the entry of that information into the student information system. It also will provide additional ways to digitally distribute documents directly from the PowerSchool system.
- b. If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness. Not a renewal
- c. How is this service aligned to the District Continuous Improvement Plan? This aligns with 3.2 of the Strategic Operating Plan as part of a technology plan that provides for both short-term and long-term district and school needs emphasizing information technology.

10. Why do you believe this Agreement is fiscally sound?

This purchase order is fiscally sound because the subscription to services seamlessly integrates with our student information system. The cost of the subscription is approximately \$3.25/student. The person-hours currently expended on manually updating the information in the system exceeds the cost of the subscription.

11. What are the implications of not approving this Agreement?

If this purchase order is not approved then we will continue to struggle to electronically communicate information securely with our families. Many hours will be spent by clerical staff at schools manually entering/updating information in the student information system. At the beginning of the school year the lag in time from when the parent completes the forms and the information is available in the student information system will continue.



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

**STUDENT DATA PRIVACY AGREEMENT
SPECIAL TERMS AND CONDITIONS**

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Vendor No.	Date Entered
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CITY OF NEW HAVEN
Department of Education
54 Meadow St., New Haven, CT 06519
VENDOR PURCHASE ORDER

**PURCHASE ORDERS NOT
COMPLETED AND DELIVERED
WITHIN 60 DAYS ARE
AUTOMATICALLY CANCELLED**

PowerSchool Group LLC
150 Parkshore Dr.
Folsom, CA 95630

GENERAL FUNDS

Fiscal Year: 2021-22

New Haven Public Schools
54 Meadow St
New Haven, CT 06519

Date Prepared	Agency	Program	Location	Object
03/16/21	190	419	00	56694

[illegible]

Authorized Supervisor's Signature	Business Office Approval	Principal's Signature	TOTAL AMOUNT	\$ 73,945.00
Click or tap to enter a date.	Click or tap to enter a date.	Click or tap to enter a date.		

Fax: 1-203-946-7436



PowerSchool Group LLC
150 Parkshore Dr., Folsom, CA 95630
Quote #: Q-494155 - 1

Quote Expiration Date: 4/15/2021

Prepared By: Kevin Killeen

Customer Name: New Haven Public School District

Enrollment: 20,500

Contract Term: 38 Months

Start Date: 5/1/2021

End Date: 6/30/2024

Customer Contact: Eric Scholz

Title: Webmaster

Address: 54 Meadow Street

City: New Haven

State/Province: Connecticut

Zip Code: 06519

Phone #: 2039846720

Product Description	Quantity	Unit	Extended Price
Initial Term 5/1/2021 - 6/30/2021			
License and Subscription Fees			
PowerSchool Ecollect Forms	20,500.00	Students	USD 5,995.55
Ecollect One Time Discount	1.00	Each	USD -5,995.55
PowerPack Subscription	20,500.00	Students	USD 5,139.04
PowerSchool SIS One Time Discount	1.00	Each	USD -5,139.04

License and Subscription Totals: **USD 0.00**

Professional Services and Setup Fees			
PowerSchool Ecollect Standard Implementation	1.00	Each	USD 4,820.00
PowerPack Implementation	1.00	Each	USD 1,000.00

Professional Services and Setup **USD 5,820.00**
Fee Totals:

Training Services			
Ecollect Per Person Per Day Training Remote	1.00	Each	USD 300.00
Ecollect Per Person Per Day Training Remote	4.00	Each	USD 1,200.00

Training Services Total: **USD 1,500.00**

Quote Total

PowerSchool hereby agrees to allow the Customer to make the following non-standard payments for the current annual term:

Total Discount:	USD 11,134.59
Initial Term	5/1/2021 - 6/30/2021
Initial Term Total	USD 7,320.00

Due Date	Payment Amount
5/1/2021	USD 0.00

7/1/2021	USD 7,320.00
Payment Total	USD 7,320.00

Annual Ongoing Fees as of 7/1/2021

PowerSchool Ecollect Forms	20,500.00	Students	USD 35,875.01
PowerPack Subscription	20,500.00	Students	USD 30,749.99

Annual Ongoing Fees Total: **USD 66,625.00**

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement.

By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at:

<https://www.powerschool.com/msa/>

On-Going PowerSchool Subscription/Maintenance & Support fees are invoiced at then current rates & enrollment per terms of the Licensed Product and Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases.

Any applicable state sales tax has not been added to this quote. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order.

In the event that this quote includes promotional pricing, such promotional pricing may not be valid for the entire period stated on this quote.

All invoices shall be paid on or before the Due Date as set forth in this quote.

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and shall not impact the terms or conditions reflected in this quote and the applicable PowerSchool Licensed Product and Services Agreement.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC
Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 8-MAR-2021

New Haven Public School District
Signature:

Printed Name:

Date:

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at:

<https://www.powerschool.com/msa/>

POWERSCHOOL GROUP LLC

Data Privacy Rider (Connecticut)

This Data Privacy Rider ("Rider") amends the terms of the Licensed Product and Services Agreement ("Agreement") entered into by and between PowerSchool Group LLC ("PowerSchool") and the school, school district, or other entity licensing the Licensed Product ("Licensee").

Whereas, the Connecticut General Assembly passed Public Act 16-189 (as amended), "An Act Concerning Student Data Privacy" ("Act") that delineates specific protections of student information in all contracts involving the use of such information; and

Whereas, it is the intent and desire of the parties to comply fully with the Act; and

Whereas, the parties wish to comply with Act by the means least disruptive to existing contractual arrangements;

Therefore, the parties agree as follows:

1. Term

1.1. This Rider is effective as of the executed date below, and shall terminate upon the termination of the Licensed Product and Services Agreement.

2. Definitions

2.1. The terms "directory information," "de-identified information," "personally-identifiable information," "school purposes," "student information," "records," "student-generated content," and "targeted advertising," shall be as defined by Public Act 16-189, as amended.

2.2. The terms "education records" shall be as defined by the Family Educational Rights and Privacy Act of 1974, ("FERPA"), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 -99.67 (as amended).

2.3. Capitalized terms not explicitly defined in this Rider shall retain the definitions provided within the Agreement.

3. Purpose

3.1. The Parties agree that the purpose of this Rider is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, "student data"), which student data may be provided to PowerSchool in connection with PowerSchool's provision of services pursuant to the Agreement.

4. Data Ownership and Control

4.1. All student data provided or accessed pursuant to this Agreement is and remains under the control of the Licensee. All student data are not the property of, or under the control of, PowerSchool.

4.2. The Licensee may request that PowerSchool delete student data in PowerSchool's possession by sending such request to PowerSchool by electronic mail. PowerSchool will delete the requested student data within a reasonable time of receiving such a request.

4.3. During the entire effective period of this Rider, the Licensee shall have control of any and all student data provided to or accessed by PowerSchool. If a student, parent or guardian requests deletion of student data, PowerSchool agrees to notify the Licensee as soon as reasonably possible and agrees to not delete such student data because it is controlled by the Licensee.

4.4. PowerSchool shall not use student data for any purposes other than those authorized in the Agreement, and may not use student data for any targeted advertising.

4.5. If PowerSchool receives a request to review student data in PowerSchool's possession directly from a student, parent, or guardian, PowerSchool agrees to refer that individual to the Licensee and to notify the Licensee as soon as reasonably possible. PowerSchool agrees to work cooperatively with the Licensee to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with PowerSchool, and correct any erroneous information therein.

4.6. PowerSchool shall not sell, rent or trade student data.

4.7. Notwithstanding Paragraph 4.6, PowerSchool shall have the right to assign this Rider or rights hereunder or delegate obligations to any third party that has acquired all or substantially all of its assets or business, whether by merger, acquisition, transfer, reorganization or otherwise; provided that any such assignment or delegation to any affiliate or third party acquirer is conditioned upon assignee's assumption of all obligations and liabilities of PowerSchool hereunder.

5. Data Security

5.1. PowerSchool shall implement and maintain security procedures and practices designed to protect student data from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access,

5.1.1. Use technologies and methodologies that are consistent with the guidance issued pursuant to American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932, as amended from time to time,

5.1.2. Maintain technical safeguards as it relates to the possession of student records in a manner consistent with the provisions of 45 CFR 164.312, as amended from time to time, and

5.1.3. Otherwise meet or exceed industry standards.

5.2. PowerSchool shall not collect, store, or use student data or persistent unique identifiers for purposes other than the furtherance of school purposes, pursuant to the Agreement.

5.3. The Licensee and PowerSchool shall ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended.

6. Data Retention

6.1. PowerSchool shall not retain, and the Licensee shall not otherwise make available, any student data upon completion of the contracted services.

6.2. Subject to the foregoing, upon completion of the contracted services, to be determined mutually by the Licensee and PowerSchool, original student data will be destroyed. By mutual agreement, PowerSchool may keep such de-identified student information or aggregated student information for improvement of PowerSchool's services. Destruction of original student data will be confirmed with the Licensee upon completion.

7. Data Breach

7.1. A. Upon the discovery by PowerSchool of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, PowerSchool shall provide notice to the Licensee as soon as reasonably possible, but not more than thirty (30) days after such discovery ("Notice"). The Notice shall be delivered to the Licensee and shall include the following information, to the extent known at the time of notification:

7.1.1. Date and time of the breach;

7.1.2. Names of student(s) whose student data was released, disclosed or acquired; and

7.1.3. The nature and extent of the breach;

7.2. Upon discovery by PowerSchool of a breach, PowerSchool shall conduct an investigation and reasonably restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Licensee with a detailed notice of the breach, including but not limited to:

7.2.1. the date and time of the breach;

7.2.2. name(s) of the student(s) whose student data was released, disclosed or acquired;

7.2.3. nature and extent of the breach; and

7.2.4 measures taken to ensure that such a breach does not occur in the future.

7.3. PowerSchool agrees to cooperate with the Licensee with respect to investigation of the breach and to reimburse the Licensee for costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Public Act 16-189.

7.4. Notwithstanding the breach notifications required in this Section, PowerSchool shall provide the Licensee with a copy of the notification that it provides to a student or the parents or guardians of such student pursuant to Public Act 16-189. The copy of such notice shall be provided to the Licensee by electronic mail on the same date that it is provided to the student or parents or guardians of such student. The Parties agree that the following information shall be included in PowerSchool's notice of breach to a student or parent or guardian of a student:

7.4.1. Name of the student being notified whose student data was released, disclosed or acquired, which shall not include the names of other students;

7.4.2. Date and time of the breach.

8. Other Provisions

8.1. The laws of the state of Connecticut shall govern this Rider.

8.2. The terms and provisions of this Rider will amend and/or supersede conflicting terms in any other contract between the parties, whether such contract be express or implied, written or unwritten, existing or yet to be formed.

8.3. This Rider shall be interpreted so as to give effect to the parties' mutual intent that all their contractual relationships comply with Connecticut P.A. 16-189, as amended.

8.4. This Rider is not binding unless executed by the Board of Education of the Licensee.

8.5. The individual executing this Rider on behalf of PowerSchool represents that he or she is authorized by PowerSchool to do so.

8.6. If any provision of this Rider or its application is held invalid by a court or other tribunal of competent jurisdiction, such invalidity will not affect other provisions or applications of the Rider that can be given effect without the invalid provision or application.

8.7. The parties understand and agree that pursuant to the Act, notice and a description of this agreement will be provided to the parent(s)/guardian(s) of affected students and, in addition, the contract will be posted on the Licensee's website.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Rider and quote above on the date set forth below.

POWERSCHOOL GROUP LLC

[NAME]



Signature

Signature

Eric Shander

Authorized Representative Name (Print)

Authorized Representative Name (Print)

Chief Financial Officer

Title

Title

Statement of Work

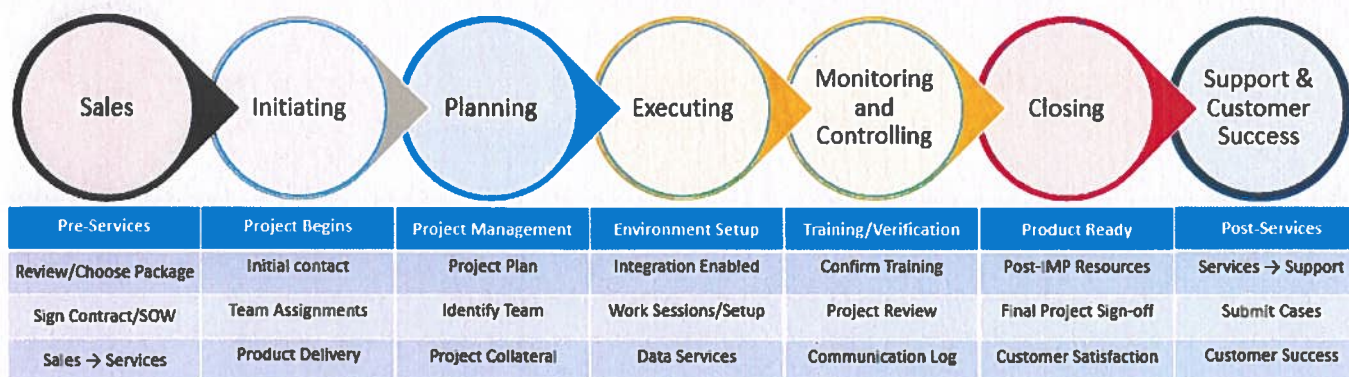
Purpose of Document

The purpose of this Statement of Work ("SOW") between PowerSchool Group LLC ("PowerSchool") and Customer ("You", "Your") is to outline the process, approach, and completion criteria for each step of the process to implement PowerSchool. This document covers the roles and responsibilities of the PowerSchool Project Manager, Implementation Specialist(s), and Customer in each step of the PowerSchool implementation process, serving as an outline of services PowerSchool is expected to deliver. This SOW calls out specific functional areas of PowerSchool that are covered for implementation services and level of coverage.

Successful implementation of new software requires proven project management and methodology. The timeline will be mutually adapted within a project management tool between PowerSchool and the Customer. PowerSchool provides a comprehensive package of services designed to ensure Your PowerSchool deployment project meets Your unique needs and expectations. Additional training, consulting and customization services can be purchased to help augment additional needs You may have with Your PowerSchool deployment. The delivery of Professional Services contained in this document will be provided remotely. If travel is required, all travel related expenses will be invoiced as incurred.

We will partner with You and be Your liaison to PowerSchool during the implementation. You will have a project team to help you, as a Customer, connect to other PowerSchool services and support, while also providing project planning, communication, project execution, and product specialist consulting. For a successful PowerSchool implementation, it is important that You understand the responsibilities, carve out the time required and keep on pace with the timeline. This will involve gathering information, helping Your team come to agreement on configuration and data standardization, your own product training and monitoring other staff assigned training for completion, adjusting desk level procedures, and planning for go live among several other tasks. The overall steps included in a project are outlined below.

This Statement of Work is subject to the terms and conditions of the current master agreement between the parties and any associated policies, pursuant to which PowerSchool has licensed the PowerSchool application to the Customer.



Released January 2021

Document Owner: PowerSchool Group LLC, Product Deployment Solutions

This edition applies to the current PowerSchool software and to all subsequent releases and modifications until otherwise indicated in new editions or updates. The data and names used to illustrate the reports and screen images may include names of individuals, companies, brands, and products. All of the data and names are fictitious; any similarities to actual names are entirely coincidental.

General Assumptions

1. Implementation services will be delivered remotely unless onsite services are purchased separately.
2. Client is to provide a data extract to PowerSchool in accordance with Tiered Service package selected.
3. Implementation timeline is stated within the Planning Phase, extending the timeline may require the customer to purchase additional services.
4. Implementation services are completed when delivered and the deliverable acceptance procedure is complete.
5. Services identified are for PowerSchool start-up and do not include customizations, including integration layouts, document templates, reports, etc. Additional services are available and can be purchased for items out of the scope of implementation (see Project Change Control and Escalation Change Procedure section of this document).
6. Customer will adhere to the active PowerSchool Cancellation Policy. "Services Cancellation: Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee's request."
7. Customer must identify a designated Customer project lead before the project kick-off meeting. The Customer project lead will be responsible for delivering all sections of the "Customer Responsibilities" included in the SOW in a complete manner within the project timeline.
8. The designated Customer project lead should be an employee of the organization implementing PowerSchool. Customers that hire third-party organizations to act on the behalf of the Customer for implementation may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer's behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
9. All sign offs must be done by an employee and designated signatory of the Customer. Third party entities engaged by the Customer are not acceptable signatories for any project sign offs.
10. The PowerSchool Project Manager and/or Application Specialist will guide Customer to available procedures, guidelines, standards, reference materials and system/application documentation.
11. Implementation Services is assuming the product will be deployed as-is, items outside of Scope of Work must go through the change control procedures (see Project Change Control and Escalation Procedure in this document).

Deliverables Acceptance Procedure

Deliverables Acceptance

This Statement of Work outlines PowerSchool deliverables for each phase of the implementation project in the PowerSchool Objections and Completion Criteria sections. Each deliverable will be reviewed and accepted in accordance with the following procedure:

- Deliverable will be submitted or delivered to the Customer project lead or designated Customer team member. It is the Customer project lead's responsibility to review and accept deliverable as complete.
- Within six (6) business days of completion of the project the Customer project lead will either accept the final deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response from the Customer project lead is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- The PowerSchool implementation specialist will consider the Customer's objections within the context of PowerSchool's obligations as stated within this Statement of Work. Revisions agreed to by PowerSchool will be applied at which time the deliverables will be reviewed within six (6) business days and the Customer project lead either will accept the deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- Customer objections that are not agreed to by PowerSchool will be managed in accordance with the Project Change Control Procedure described below. If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and PowerSchool will follow the Escalation Procedure described below.
- All deliverables required to be delivered hereunder are considered to be owned by PowerSchool with unlimited internal use by the Customer, unless otherwise noted.

Project Change Control and Escalation Procedure

Project Change Control

The following process will be followed if additional services to this Statement of Work are required or desired.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.
- The designated Customer project lead will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by the authorized Customer project lead to authorize quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required. Change to this Statement of Work through additional addendum will authorize additional scope and work.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed upon in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

Customer Escalation Procedure

The following procedure will be followed if resolution is required for a conflict arising during the

- **Level 1:** Customer project lead will notify PowerSchool Project Manager via email with details of escalation.
- **Level 2:** If the PowerSchool Project Manager cannot provide resolution or path to resolution five (5) business days from receipt of level 1 escalation email, the Customer project lead will notify PowerSchool manager via email to – pmleadership@powerschool.com
- **Level 3:** If the concern remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Project Change Control Procedure or termination of this SOW under the terms of the Contract.

During any resolution, PowerSchool agrees to provide services related to items not in dispute, to the extent practicable, pending resolution of the concern. The Customer agrees to pay invoices per the Contract, as rendered.

eCollect Standard Statement of Work

Initiating

PowerSchool Responsibilities

- Send welcome email with Statement of Work and intake survey
- Request Maintenance Access to PowerSchool SIS
- Request Enablement of Custom Web Page Management
- Conduct provisioning steps
- Identify PowerSchool Project Team
 - Project Manager
 - Application Specialist
- Create supporting project collateral

Customer Responsibilities

- Complete intake survey
- Grant PowerSchool Maintenance Access
- Enable Custom Web Page Management
- Conduct script run, if self-hosted
- Identify PowerSchool Project Team
 - Project Manager
 - Subject Matter Expert(s)

Completion Criteria

This activity will be considered complete when:

- Customer completes intake survey and reviews statement of work.

Planning

PowerSchool Responsibilities

- Schedule and conduct a Kickoff Meeting
- Provide an overview of the implementation process
- Schedule implementation milestones and define project timeline
- Update Project Planner to include implementation timing and resources
- Schedule regular status calls, as needed

Customer Responsibilities

- Attend Kickoff Meeting and all subsequent required meetings
- Confirm access to the online Project Planner
- Review and confirm configuration information pertinent to implementation

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This edition applies to the current PowerSchool software and to all subsequent releases and modifications until otherwise indicated in new editions or updates. The data and names used to illustrate the reports and screen images may include names of individuals, companies, brands, and products. All of the data and names are fictitious; any similarities to actual names are entirely coincidental.

- Manage customer business process change throughout the project
- Review training materials and training scheduling process

Completion Criteria

This activity will be considered complete when:

- The Kickoff Meeting is completed
- The Project Planner is updated based on discussed timelines
- Customer provides forms to Project Manager and Implementation Consultant

Executing

PowerSchool Responsibilities

- Conduct an initial analysis of any pertinent existing solution materials to determine architecture of solution(s)
- Produce draft solution(s) using materials provided
- Schedule and conduct Solution Proposal Meeting
- Capture details to further build solution(s) to meet specifications
- Complete build of final solution materials
- Assign and conduct Product Overview specific to product solution
- Present end-to-end solution delivery of solution(s) Provide overview and guidance on mapping of solution

Ecollect Standard includes up to 6 hours of form configuration

Customer Responsibilities

- Attend Solution proposal meeting
- Coordinate with Project Manager and Implementation Consultant to communicate details to further build solution(s) to meet specifications
- Complete data mapping Confirm completion of solution build
- Determine a launch plan

Completion Criteria

This activity will be considered complete when:

- The Solution Proposal Meeting is completed
- Solution build is confirmed completed
- Launch plan is discussed and determined