



FLOYD COUNTY BOARD OF EDUCATION
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William Newsome, Jr., Board Chair - District 3
Linda C. Gearheart, Vice-Chair - District 1
Dr. Chandra Varia, Member - District 2
Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Consent Agenda Item (Action Item): Approve the PowerSchool agreement for implementation and license for Smart Find Express.

Applicable State or Regulations: Board Policy 01.11

Fiscal/Budgetary Impact: Implementation and first year cost will be paid through ESSER funds. The General Fund will be used moving forward.

History/Background: PowerSchool is the program the district uses for applicant tracking and employee records. The Smart Find Express is a substitute management tool. Post COVID, employee absenteeism has increased and it has become much more difficult to obtain substitutes. This has led to an increased work load for employees who are present. Currently, we do not have a substitute management program and our school office staff are spending countless hours calling individuals from a substitute list. Substitutes report that they are being called multiple times each day even if they have already accepted a job or are unable to work on that day. PowerSchool SmartFind Express is a program that will automate callouts and streamline online substitute management to quickly fill teacher and staff absences. The program will alleviate the early morning substitute scramble by providing a convenient mobile app that connects substitutes with available jobs. Additionally, analytics will provide clear visibility into attendance trends over time so that they can be addressed. There is an integration with payroll that will support leave reporting while ensuring accurate payroll data.

Recommended Action: Approve as presented

Contact Person(s): Angela Duncan

N/A
Principal

Angela Duncan
Director

Anna Whitaker Shepherd
Superintendent

Date: 3-14-24



PowerSchool Group LLC
 150 Parkshore Dr., Folsom, CA 95630
 Quote #: Q-921547 - 1
 Quote Expiration Date: 31-MAR-2024

Sales Quote - This Is Not An Invoice

Prepared By:	Brian Royer	Customer Contact:	Angela Duncan
Customer Name:	Floyd County School District	Title:	Director
Enrollment:	5,299	Address:	106 N Front Ave
Contract Term:	15 Months	City:	Prestonburg
Start Date:	1-APR-2024	State/Province:	Kentucky
End Date:	30-JUN-2025	Zip Code:	41653
		Country:	United States
		Phone #:	6068864525

Product Description	Quantity	Unit	Extended Price
Initial Term 1-APR-2024 - 30-JUN-2025			
License and Subscription Fees			
Smart Find Express	5,299.00	Students	USD 9,532.97
Smart Find Express One Time Discount	1.00	Each	USD -1,429.95
License and Subscription Totals:			USD 8,103.02

Professional Services and Setup Fees			
SmartFind Express Implementation - Comprehensive	1.00	Each	USD 8,520.00
Professional Services and Setup Fee Totals:			USD 8,520.00

Subscription Period Total	
Total Discount	USD 4,619.17
Initial Term	1-APR-2024 - 30-JUN-2025
Amount To Be Invoiced	USD 16,623.02

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

Due Date	Payment Amount
1-MAY-2024	USD 8,992.46
1-JUL-2024	USD 7,630.56

Annual Ongoing Fees as of 1-JUL-2025 - Fees subject to an annual uplift, which will be reflected on renewal quote

Smart Find Express	5,299.00	Students	USD 7,630.56
Annual Ongoing Fees Total:			USD 7,630.56

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. 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 sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Notwithstanding anything to the contrary in the Main Services Agreement, if Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used by Customer toward professional services rendered within such twelve (12) month period will be forfeited. Payment shall be due to PowerSchool before or on the due date set forth on the applicable 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_Feb2022/

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: 18-MAR-2024

Floyd County School District
Signature:

Printed Name:
Title:

Date:

*****Sales Quote - This Is Not an Invoice*****

Statement of Work

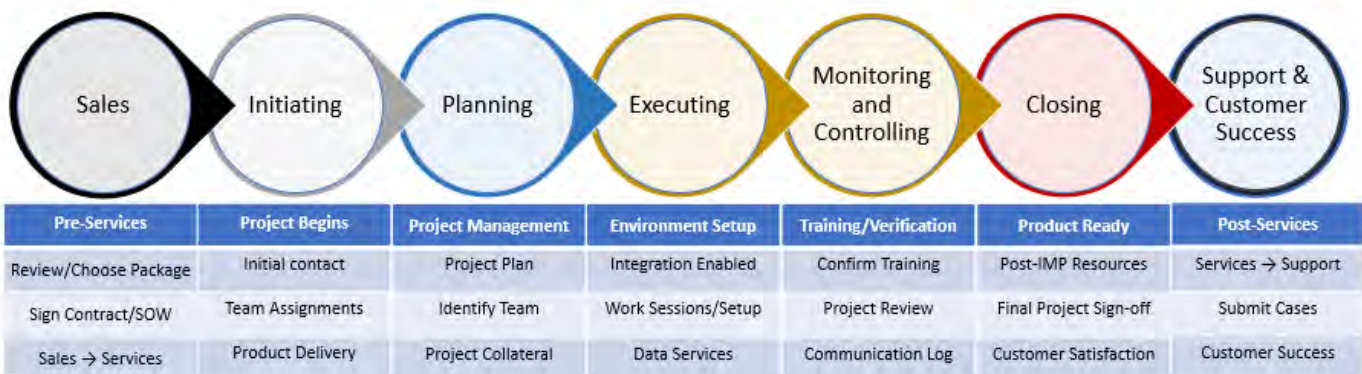
Purpose of Document

The purpose of this Statement of Work (“SOW”) between the PowerSchool entity in accompanying quote (“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.



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 (if needed).
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. 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 project

- **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.

PowerSchool SmartFind Express Comprehensive Statement of Work Initiating (Pre-requisites before Planning)

PowerSchool Responsibilities

- Deploy SmartFind Express site
- Provide Login Credentials
- Send Welcome Email with Statement of Work
- Identify PowerSchool Project Team
 - Project Manager
 - Implementation Specialist(s)
 - Technical Specialist
- Provide customer access to the Project Plan

Customer Responsibilities

- Identify Customer Project Team
 - Project Manager
 - Subject Matter Expert(s)
- Review Statement of Work
- Determine the Go-Live date

Completion Criteria

This activity will be considered complete when:

- Customer signs off Statement of Work

PowerSchool SmartFind Express Comprehensive Statement of Work

Planning

PowerSchool Responsibilities

- Schedule and conduct a kick-off meeting
- Provide an introduction to SmartFind Express
- Review the deliverables in the SOW and discuss the implementation process
- Based on project timeline, schedule the PowerSchool implementation stages: Discovery, Delivery, Training, and Go-Live
- Discuss the role and responsibilities of a technical resource during the project
- Update the Project Plan to include implementation timing and client resources
- Schedule implementation calls for the duration of the project

Customer Responsibilities

- Attend kick-off meeting and all subsequent meetings and training required
- Stay up to date by referring to the online Project Plan throughout the project
- Plan for training and ensure users attend required training sessions
- Update the Project Manager of completed tasks

Completion Criteria

This activity will be considered complete when:

- The kick-off meeting is completed
- The Project Plan is updated based on discussed timelines
- Implementation calls have been scheduled

PowerSchool SmartFind Express Comprehensive Statement of Work

Authentication Services

As part of these services, PowerSchool will assist the customer to configure Single Sign-On (SSO) using LDAP or OIDC authentication for SmartFind Express. This will be a one-time setup for which the PowerSchool implementation team will assist with the configuration of authentication services. Additionally, PowerSchool will assist with the enablement of the PowerSchool App Switcher for use with more than one of the following applications: Applicant Tracking, Records, and Perform.

PowerSchool Responsibilities

- Configure SSO using LDAP or OIDC (if applicable)
- Configure App Switcher with current Talent products

Customer Responsibilities

- Identify and enable the Identity Provider (IDP) for setting up of SSO
- Provide the required configuration information
- Test the setup of Authentication services and App Switcher

Completion Criteria

- Customer successfully tested authentication with SSO and App Switcher

PowerSchool SmartFind Express Comprehensive Statement of Work

Executing

PowerSchool Responsibilities

- Provide SSO configuration guide & SFTP access
- Configure the System Settings based on the Business Process Review
- Deploy the system by guiding the client to:
 - Import the required system data
 - Import Profile and roles
- Set up configuration data
- Configure Absence approval workflow (Location/Classification based)
- Provide Import/Export documentation
- Set standard and/or custom Integrations
- Set the flat file job export (Standard or SQL)
- If applicable, configure the App Switcher and SSO Authentication services

Customer Responsibilities

- Complete the Business Process Review questionnaire
- Complete configuration tasks (Including but not limited to the list above)
- Provide user data in templates
- Review and verify system data
- Set up standard import/exports via the SFTP
- Provide template of export requirements for custom integration(s)

Completion Criteria

This activity will be considered complete when:

- The system parameters are set
- The configurations are added
- Workflows are defined
- Imports are complete (Including 8 basics imports and SSO – If needed)

PowerSchool SmartFind Express Comprehensive Statement of Work

Monitoring

PowerSchool Responsibilities

- Provide Operator training
- Schedule launch review/post training meeting(s)
- Provide training resources (For district's internal training)

Customer Responsibilities

- Attend all Product Overviews and Training
- Complete end-user testing within the software
- Report critical issues to your implementation team
- Verify the job export file (Standard or SQL)
- Record the IVR phone voicing
- Complete the remaining configuration (Configuration menu and Admin rights)

Completion Criteria

This activity will be considered complete when:

- Customer has attended Product Trainings
- Customer has attended any additional training included in their package
- Customer has completed the launch review meeting
- Establish training plan for the district

PowerSchool SmartFind Express Comprehensive Statement of Work

Closing

PowerSchool Responsibilities

- Review and finalize any remaining project deliverables
- Introduce customer to support contact methods
- Submit Services to Support Survey
- Request final project sign off from customer
- Facilitate the transition to the Integration team
- Hand-off the custom job export requirements to the Integration team

Customer Responsibilities

- Review completed project deliverables
- Understand that Support will become primary contact for customer
- Complete final project sign-off
- Complete Customer Satisfaction Survey

Completion Criteria

This activity will be considered complete when:

- Customer completes final project sign-off