Please fill out entire form. Contracts sent to IAKSS for signatures are subject to a 10-day turnaround. Please plan accordingly.

AGREEMENT SUMMARY FORM
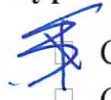
Person Sending Agreement to IAKSS

Jennifer Dyar

Purpose of Agreement _PowerSchool Sales Quote_

Type of Agreement:

☒ Contract   ☒ Purchase

☐ Grant   ☐ MOU/MOA

Specifications:

☐ Related to an Extended Field Trip Request
   (_Charter buses, out of town/overnight trips_)
   ○ Extended Field Trip Request Sent On: _____

Over $30,000?
   ○ If yes, is this a grant?   ☐   YES   ☒ NO

☐ Do you need the original back?   ☒   YES   ☐ NO

Contractors on FCPS property during school hours while students are present must complete a background check prior to beginning work:

1. Will this contractor be on FCPS property during school hours while students are present?   ☐ **YES**   ☐ **NO**
2. **IF YES, has this vendor completed the required background check?**
        ☐ **YES**   ☐ **NO**

PLEASE SEND **ALL** CONTRACTUAL AGREEMENTS TO:

Emily Palmer/Legal Office Rm 4011

Contractors on FCPS property during school hours while students are present must complete a background check prior to beginning work. Contractors must register at https://dna.fcps.net/Contractors prior to beginning work. For more information, please see https://www.fcps.net/contractors or contact the FCPS Application Center at (859) 381-2139.

PowerSchool
Powering Brighter Futures

Sales Quote - This is Not An Invoice

Prepared By: Kate Dougherty	Customer Contact: Jennifer Dyar
Customer Name: Fayette County Public Schools	Title: Director of Human Resources
Contract Term: 13 Months	Address: 450 Park Place
Start Date: 1-JUN-2024	City: Lexington
End Date: 30-JUN-2025	State/Province: Kentucky
Billing Frequency: Annually	Zip Code: 40511
	Phone #: 8593814114

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUN-2024 - 30-JUN-2025			
License and Subscription Fees			
Applicant Tracking Integration MUNIS	1.00	Each	USD 245.44
Applicant Tracking Integration SparkHire	1.00	Each	USD 1,536.28
Records	41,000.00	Students	USD 64,780.00
Records Data Export Custom	1.00	Each	USD 0.00
Records Data Import Custom	1.00	Each	USD 0.00
SchoolSpring Job Board Unlimited	41,000.00	Students	USD 5,740.00
Smart Find Express	41,000.00	Students	USD 41,000.00
Absence Management Integration Custom	1.00	Each	USD 0.00
ATS with Enhanced Candidate Portal	41,000.00	Students	USD 20,500.00
Absence Management Integration HRIS SFTP	1.00	Each	USD 0.00
Perform District Plus Danielson	41,000.00	Students	USD 59,860.00
Perform Custom Export	1.00	Each	USD 0.00
Perform Data Export PDF	1.00	Each	USD 0.00
SmartFind Express Analytics	41,000.00	Students	USD 24,600.00
HRMS Manager Portal	41,000.00	Students	USD 27,880.00
Professional Learning	41,000.00	Students	USD 52,480.00
Professional Learning Annual Service	1.00	Year	USD 10,431.25
Professional Learning LMS Integration Canvas	1.00	Each	USD 2,554.41
Professional Learning LMS Integration SafeSchool	1.00	Each	USD 0.00
Candidate Assessment Teacher	41,000.00	Students	USD 9,430.00

License and Subscription Totals: **USD 321,037.38**

Quote Total		
	Initial Term	1-JUN-2024 - 30-JUN-2025

Amount To Be Invoiced	USD 321,037.38

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

Due Date	Payment Amount
1-JUN-2024	USD 24,901.58
1-JUL-2024	USD 296,135.80

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 existing terms of the executed agreement between the parties. 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. 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 administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Mar2024/, as may be amended.

By either (i) executing this quote or (ii) accessing the services described herein, Customer agrees that the subscription for such services will continue for succeeding subscription periods on the same terms and conditions as set forth herein (subject to a standard annual price uplift) unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the current subscription period.

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: 20-JUN-2024

Fayette County Public Schools

Signature:

Printed Name:

Job Title:

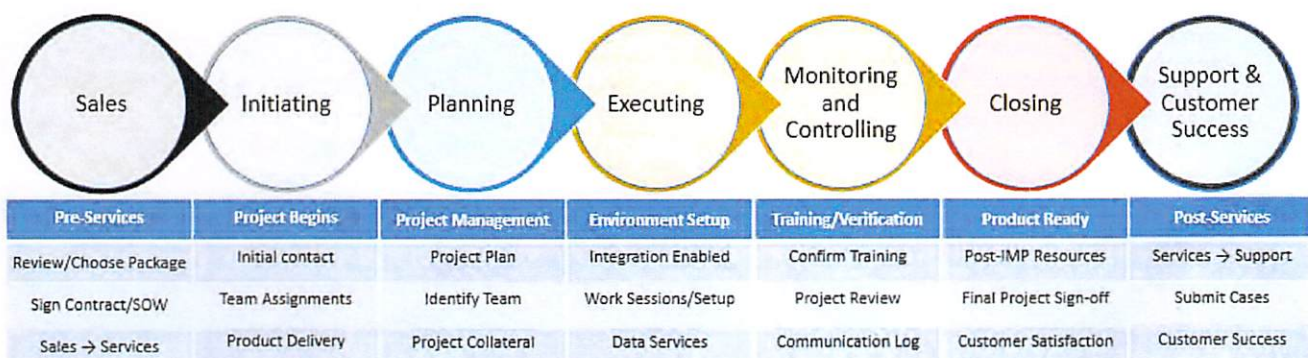Date:

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.

Sales	Initiating	Planning	Executing	Monitoring and Controlling	Closing	Support & Customer Success
Pre-Services	**Project Begins**	**Project Management**	**Environment Setup**	**Training/Verification**	**Product Ready**	**Post-Services**
Review/Choose Package	Initial contact	Project Plan	Integration Enabled	Confirm Training	Post-IMP Resources	Services → Support
Sign Contract/SOW	Team Assignments	Identify Team	Work Sessions/Setup	Project Review	Final Project Sign-off	Submit Cases
Sales → Services	Product Delivery	Project Collateral	Data Services	Communication Log	Customer Satisfaction	Customer Success

Released January 2021
Revised July 2023

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 – pmoleadership@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

Professional Learning Managed Services Statement of Work

UNDERSTANDING OF OBJECTIVES

Our understanding of Customer objectives and desired outcome is the following:

- Provide additional support for Professional Learning or Perform Enterprise beyond what is provided in the given Implementation process for 12 months.

APPLICATIONS WITHIN SOLUTION

The applications provided in the client Solution are as follows

- Unified Talent
    - Professional Learning
    - Perform Enterprise

MANAGED SERVICES METHODOLOGY

PowerSchool's professional services methodology is based on similar and proven approaches used by the largest and most renowned systems integration firms. At the same time, it has been tailored to include the many unique organizational and architectural benefits of PowerSchool's products.

Managed Services provide a year-long as-needed approach to supporting successful first-year implementations, on-going consultative opportunities, additional ad-hoc training, and configuration changes or needs.

Managed Services Support – "Managed Services Support" describes the add-on subscription model that provides customers with a dedicated Application Specialist to answer questions regarding best-practices, configurations and ad hoc training needs for staff turnover, new modules, etc.

Post-Production Support - "Post-Production Support" describes the period after Professional Services following the Go-Live of the PowerSchool Solution. The purpose of post-production support is to assist the customer with stabilization in the initial adoption of the new production application with the Professional Services team to support. This is called Strategic Solutions Consulting. It is an additional service offered as part of implementation.

PowerSchool Responsibilities
- Schedule meetings
- Gather input from client to clarify additional needs
- Consult client on requests that are In Scope of this subscription and those that are Out of Scope
- Complete In-Scope requests within an agreed-upon timeframe
- Provide on-going communication on request progress and completion
- Provide guidance on when to use Support Portal

Customer Responsibilities
- Designate three (3) client contacts in charge of submitted requests and attending meetings
- Request meetings using the provided form
- Provide collateral, test accounts, and files as requested by the Application Specialist
- Review completed subscription deliverables
- Understanding the contents of this SOW

PowerSchool

Professional Learning Managed Services Statement of Work

POST-PRODUCTION SUPPORT

For a release of the PowerSchool Solution, the Postproduction Consulting period will begin at Go-Live and conclude within the hours stated below or within 60 business days, unless otherwise stated.

The breakout of post-production support:

- **Professional Learning Comprehensive/Advanced Subscription**: All Comprehensive Implementations include a full year of Managed Services, allowing users to access Strategic Solution Consultants and Technical Consultants for questions, roll-out support, and assistance along the way. Up to three technical contacts from the district will be identified who have access to Managed Services and Support.
- **Professional Learning Guided/Standard Subscription**: No specific post-production hours have been set for the Professional Learning Standard Implementations through Services. However, up to three technical contacts from the district will be identified who have access to Support. The client can elect for post-production hours through Strategic Solutions Consulting packages or with the addition of the Manages Services package.

SUBSCRIPTION DELIVERY

The customer, or its designee, is responsible for managing Customer resources, organizational change management, data conversions and interfaces from legacy systems, and user acceptance testing. PowerSchool will provide technical and tactical support for live site customization and consultation.

SUBSCRIPTION GOVERNANCE

The first level of escalation within the Subscription governance structure is the Customer and PowerSchool Project manager(s). Any issues which cannot be resolved at this level will be escalated to the Steering Committee. The Steering Committee shall then act to resolve the problem in 48 hours.

The Steering Committee will be the highest escalation point and should be comprised as follows:

PowerSchool Representation

1. Vice President, PowerSchool Professional Services
2. Director, PowerSchool Professional Services
3. Project Manager, PowerSchool
4. Customer Success Manager, PowerSchool

Customer Representation

1. Senior Representative appointed by District
2. Senior Representative appointed by District
3. Customer appointed project team members

Go-Live

"Go-Live" refers to the system ready to be used in a Production environment. A single go-live event is in scope of implementation. Additional go-lives are not in scope and any functionality that is mutually agreed to be deferred from the single go-live is part of the Managed Services and will not have bearing on the Project Close date for Implementation.

PowerSchool

Professional Learning Managed Services Statement of Work

PROFESSIONAL LEARNING MANAGED SERVICES SCOPE OF WORK

This section defines the scope of the Professional Services to be delivered by PowerSchool with support from Customer resources under this SOW.

If changes or expanded scope are necessary, the parties shall follow the Project Change Control Request ("PCR") Procedure in attached Appendix A. The investigation and implementation of changes may result in modifications to the Estimated Schedule, Fees, or other terms of this SOW.

PROFESSIONAL LEARNING

The following organizations are in scope:

- Client organization signing quote/SOW

The Subscription will be located at the following locations:
- Remote

All countries, divisions, user types, and product lines will leverage the same data structures, processes, approval workflows, and interfaces. No time has been budgeted to design or configure variations by these organizations. The estimated SOW fees assume one configuration across the entire organization.

No other countries, divisions, product lines, or users are in scope.

UNIFIED TALENT PROFESSIONAL LEARNING MANAGED SERVICES

Managed Services cover requests such as:

Request	Description
Data workshops/maintenance/updates Change files, update demographics, etc	Ability to get data, files, and imports updated and automated on-demand Single point of contact to troubleshoot and test new data, add users, train new data staff Help with eFP, B+ and SIS data transfer automation
Updating of any module set up during implementation Enable/Disable Modules	If client decided during implementation to not use certain functions, this allows changes or additions of modules, and provides training to key individuals
Help with Ad Hoc and Reporting set up	Reporting needs change regularly. Ad hoc reporting set up and training is the most often requested service
Consulting on Schoology/other integrations	Schoology, Canvas, Google Classroom, Perform, and Smartfind Express are set up by Professional Learning Application Specialists, so we have intimate knowledge of client set up and needs. We can provide them ongoing support with best practices, usage, and training
Changes in SSO – authentication/security	We can provide ongoing maintenance and answers around authentication, security, and guest access (if purchased)

PowerSchool

Professional Learning Managed Services Statement of Work

SSC Consulting Office Hours	Purpose is to facilitate easy onboarding of district staff affected by the PD Admin updates Hands-on practice setting up the system and managing courses in Unified Talent Best practice suggestions for managing course content
Technical Consulting	Allows clients to access configuration and technical services, including best practices, reminders on functionality, and step-by-step guidance on system usage. Deeper dives into other less used features like staff dashboards, etc.
Retraining or training staff (turnover, new roles, etc.)	Provide scheduled sessions with client to review or retrain functions
Premium Library Consultation	Help clients with releasing courses, using Premium Library, discovering content, and increasing usage
Access to additional training material	PowerSchool will provide access to training material and help documents

The following System Settings for Professional Learning are In-Scope for Managed Service Support:

- PD Admin System
    - Instructor Led/Self-paced Courses-types
    - Professional Learning Community (PLCs) Course-types
    - PD Playlists
    - Course and Section Completion Surveys (2 built into system)
    - Course Transcript
    - Standard Course Certificate
    - Discussion Boards
    - Course Approval Workflows
    - Rubric Alignment
    - SCORM Supported Self-Paced Courses
- Course Search
- Mobile App for Attendance
- External Credit Request
- System Notifications
- Calendar and calendar link
- Ad Hoc and Super User Reporting
- District Branding Logo
- Site Layout
- Authentication (select option):
    - SAML or LDAP authentication protocols are supported
    - External User Access
- Imports and Data Migration:
    - *Customer is responsible for extracting and providing data files from any legacy system(s) in the provided formats*
        - HRIS Nightly File Import (Demographics, Site, Person)
        - SFTP Site set-up
        - Automated Import Set-up (customer is responsible for setting up data export to PowerSchool's SFTP)

PowerSchool

Professional Learning Managed Services Statement of Work

PowerSchool Responsibilities

- o Conduct meetings and working sessions with client
- o Configure technical side of system
- o Provide best practices and facilitate guided training during working sessions
- o Enable client to manage the system independently

Customer Responsibilities

- o Attend scheduled working sessions
- o Complete configuration tasks when required
- o Review and verify configuration

UNIFIED TALENT PROFESSIONAL LEARNING IN-SCOPE MODULES AND CONFIGURATIONS

PowerSchool will provide Managed Services for the Subscription 12-month period in the following areas:

Interface	Module	In-Scope	Details
Professional Learning Integrations	Perform integration	Yes	
	SFE integration	Yes	
	Schoology Learning	Yes	
	Canvas	Yes	Only supported if integration is already enabled
	Google Classroom	Yes	Only supported if integration is already enabled
	SafeSchools (Vector Solutions)	Yes	Only supported if integration is already enabled

Data Services	Description	In Scope	Details
Data Migrations	SFTP Folder with Data Import Tool connection	Yes	Dedicated, secure file for processing nightly file updates
	Nightly HRMS File Imports	Yes	Customer responsibility to extract and provide data to SFTP
	Historical Transcript Import	Yes	Only supported if import is already enabled
	Certification & Licensure Historical Data Import	Yes	Only supported if import is already enabled
	Set up file import from Records	Yes	
	Set up file import from EFP	Yes	
	Set up file import from SIS	Yes	

UNIFIED TALENT ADD-ON MODULES IN-SCOPE

PowerSchool will provide best practice recommendations towards interface development:

Add-On Modules	Module	In-Scope	Details
Modules	Badging/Micro-credentialing	Yes	
	Certification and Licensure Enabled	Yes	Only supported if import is already enabled
	Guest Access Set Up	Yes	Advanced/Comprehensive Implementation only
	Mentoring Module	Yes	Advanced/Comprehensive Implementation only
	Standard Course Completion Certificate	Yes	
	Premium Library Access	Yes	In Scope with subscription to Premium Library content

UNIFIED TALENT PROFESSIONAL LEARNING OUT-OF-SCOPE

The following items are considered out-of-scope of this subscription and will require a separate Scope of Work and Quote.

- Support related activities on non-PowerSchool third party products not outlined in this statement of work, including support on 3rd party integrations
- Compliance outside of the United States
- State compliance not outlined in Client's Contract statement of work
- Custom SQL, stored procedures requirements when Data Services is required
- Certain custom reports (determined by Technical Specialist)
- Enabling modules not outlined in this statement of work
- Strategic Solution Consultant Packages (these are available as an additional service)
- Support-ticket issues (Application Specialist will direct Client's Contract to Help Portal if determined it will lead to a quicker resolution).
- Implementation of new 3rd party integrations (Canvas, Google Classroom, Vector Solutions)
- Subscriptions not covered in Client's Contract

PowerSchool

Professional Learning Managed Services Statement of Work

POWERSCHOOL ROLES AND RESPONSIBILITIES

The following PowerSchool resourcing roles sometimes also referred to as "Resources" will be assigned and/or allocated to the Subscription. This is subject to change based on further analysis and discovery through the Subscription stages. The Customer will be notified of any changes to these roles. For new implementations, the Subscription start date is the close date of implementation and not more than 8 months after the start date of implementation.

PowerSchool Staffing/Resource Roles	PowerSchool Responsibilities
Strategic Solutions Consultant	• Provides Support during designated weekly "Office Hours" per this Subscription
Application Specialist	• Provides subject matter expertise as required • Solution modeling and configuration • Assist with testing activities • Primary contact of Technical and System Analyst • Leads Technical design and integration design • Technical expert

Change Order Rates:

• All Change Orders to this SOW will follow the process outlined in the Change Control Procedure.