



PowerSchool Group LLC  
 150 Parkshore Dr., Folsom, CA 95630  
 Quote #: Q-656548 - 2  
 Quote Expiration Date: 17-JUN-2022

Prepared By:	Susan Tompkins	Customer Contact:	Patrick Gaffney
Customer Name:	San Mateo Foster City School District	Title:	Chief Business Official
Enrollment:	10,300	Address:	1170 Chess Dr
Contract Term:	36 Months	City:	Foster City
Start Date:	1-JUL-2022	State/Province:	California
End Date:	30-JUN-2025	Zip Code:	94404
		Phone #:	(650) 312-7700

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2022 - 30-JUN-2023			
License and Subscription Fees			
PowerSchool Predictive Enrollment Analytics	10,300.00	Students	USD 19,570.00
License and Subscription Totals:			<b>USD 19,570.00</b>

Professional Services and Setup Fees			
PowerSchool Predictive Enrollment Analytics Consulting TM	1.00	Hours	USD 225.00
Professional Services and Setup Fee Totals:			<b>USD 225.00</b>

Quote Total	
<b>Total Discount:</b>	<b>USD 6,180.00</b>
<b>Initial Term</b>	<b>1-JUL-2022 - 30-JUN-2023</b>
<b>Initial Term Total</b>	<b>USD 19,795.00</b>
<b>Amount to be invoiced as incurred</b>	<b>USD 225.00</b>

Annual Ongoing Fees as of 1-JUL-2023 - Fees subject to an annual uplift, which will be reflected on renewal quote			
PowerSchool Predictive Enrollment Analytics	10,300.00	Students	USD 19,570.00
Annual Ongoing Fees Total:			<b>USD 19,570.00</b>

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). 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/](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:

San Mateo Foster City School District  
Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 14-MAY-2022

Date:

# Statement of Work

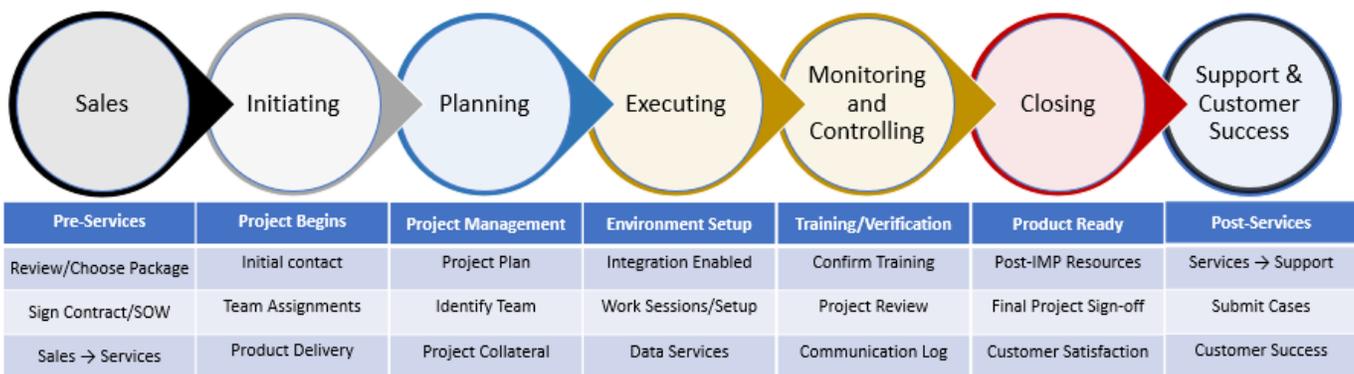
## Purpose of Document

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 (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).

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# 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.

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# 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](mailto: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.

# Predictive Enrollment Analytics Platform Deployment Statement of Work

## Overview

This document serves as the Statement of Work (SOW) to define the scope of a PowerSchool Professional Services project. This SOW includes services for a single-district deployment of the following products, hosted in a PowerSchool cloud environment:

- PowerSchool Predictive Enrollment Analytics

The services included in this Service Agreement are comprised of two components: implementation of the Predictive Enrollment Analytics Platform and the generation of annual enrollment projections.

All PowerSchool services for this SOW will be performed remotely.

## Prerequisites

- Technical Contacts, district users and project resources shall register for a user account in the [PowerSchool Community](#).

## Services in Scope

### One-Time Implementation Services

- Kickoff Call
  - PowerSchool will coordinate a kickoff call to introduce the project team and align project dates and resources.
  - The district shall designate resources for the following:
    - Primary Contact
    - School/Student/Boundary Data
    - District Administrative User
- System Access
  - Following the kickoff call the project team will provide platform access information to the District Administrative user.
    - The District Administrative User will manage end user access.
- Data Gathering
  - PowerSchool will provide directions and templates for requested data files.
  - The district shall provide the following:
    - School file
    - Residential development data
    - District student data:
      - Including the current school years student data and the previous 3 years.
    - Boundary files
- Setup & Configuration
  - PowerSchool will complete the setup and configuration for school data, student data and boundary data.
    - Optional: The district will have the option to upload student data directly to the platform.

# Predictive Enrollment Analytics Platform Deployment Statement of Work

- Projection Analysis
  - PowerSchool will complete an initial annual projection report.
  - Enrollment Projection Cadence: Unless specifically requested, the first projected year for the enrollment projections will be the next school year, except from June through Aug. In the event the project commences during the months June through August, the generation of enrollment projections will be paused until the district can provide new student data after the new school year begins.
    - Examples:
      - Project begins in March 2021. The first projected year will be the 2021/2022 school year.
      - Project begin in June 2021. Enrollment projections will be completed in Fall of 2021 with the first projected year being the 2022/2023 school year.

For multi-year agreements, subsequent projection cycles will convert into a fall projection cadence.
- Training
  - PowerSchool will provide up to 2 hours of training on the use of the platform for district users.

## Ongoing Support

- For support requests the district shall create a case in the customer portal via the PowerSchool Community and that request will be routed to the Predictive Enrollment Analytics support team.
- Annual projections will be provided under the support agreement.
  - Projection Process:
    - Data Gathering
      - PowerSchool support will reach out annually for district-wide updates.
      - The district shall be responsible for the upload of new school year data or the management of automated student data processes (ie SFTP).
    - Residential Development Research
      - PowerSchool will conduct annual research regarding residential development impacting the district. A report of the findings will be shared with the district and included in the annual projection report.
    - Projection Analysis
      - PowerSchool will complete an annual projection report each fall.
    - Review and Release
      - PowerSchool will release a projection review to the district designated official for review and approval prior to the final and public study release.

## Predictive Enrollment Analytics Platform Deployment Statement of Work

- The district will respond in a timely manner. PowerSchool will attempt to reach the district via both email and phone. In the event of a non-response, the final projection will be released.

### Customer Responsibilities

- Assign a Project Manager to act as the single point of contact to PowerSchool for coordination of Customer resources and execution of this SOW. Assign additional technical and business stakeholders as required to complete the work and validate the solution.
- Validate access to Platform and manage end user access.
- Respond to all data and information requests in a timely manner. A non-response may delay the generation of any deliverables.
- Technical Contacts shall register for a user account in the [PowerSchool Community](#) unless they have an existing PowerSchool Community account

### SOW Fees

Services described in this SOW are included in Customer's SaaS subscription. Any services or deliverables not documented in this SOW can be addressed via a Project Change Request or a new SOW.