



PowerSchool Group LLC  
150 Parkshore Dr., Folsom, CA 95630  
Quote #: Q-487748 - 1

Quote Expiration Date: 1-MAY-2021

Prepared By:	Joel Hill	Customer Contact:	Paul Leach
Customer Name:	Warren County School District	Title:	Data Systems Specialist
Enrollment:	4,788	Address:	6820 Market Street
Contract Term:	12 Months	City:	Russell
Start Date:	1-APR-2021	State/Province:	Pennsylvania
End Date:	31-MAR-2022	Zip Code:	16345
		Phone #:	(814) 723-8217 x 1219

Product Description	Quantity	Unit	Extended Price
Initial Term 1-APR-2021 - 31-MAR-2022			
Professional Services and Setup Fees			
PowerSchool eSchoolPlus SIS Project Mgmt Travel Not Included	4.00	Hour	USD 840.00
PowerSchool eSchoolPlus SIS Application Deployment New	6.00	Servers	USD 6,720.00
PowerSchool eSchoolPlus SIS Go Live	1.00	Servers	USD 2,520.00
Professional Services and Setup Fee Totals:			<b>USD 10,080.00</b>

Training Services			
PowerSchool eSchoolPlus SIS Training (Travel not Included)	0.50	Day	USD 750.00
Training Services Total:			<b>USD 750.00</b>

Quote Total	
Initial Term	1-APR-2021 - 31-MAR-2022
Initial Term Total	USD 10,830.00

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 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/>

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

POWERSCHOOL GROUP LLC  
Signature:

A handwritten signature in black ink, appearing to read "Eric Shander". The signature is fluid and cursive, with the first name "Eric" being more prominent than the last name "Shander".

Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 12-MAR-2021

Warren County School District  
Signature:

Printed Name:

Title:

Date:



PowerSchool Group LLC  
150 Parkshore Dr., Folsom, CA 95630  
Quote #: Q-496032 - 1

Quote Expiration Date: 11-MAY-2021

Prepared By:	Parinda Bharadwaj	Customer Contact:	Paul Leach
Customer Name:	Warren County School District	Title:	Data Systems Specialist
Enrollment:	4,788	Address:	6820 Market Street
Contract Term:	12 Months	City:	Russell
Start Date:	12-MAR-2021	State/Province:	Pennsylvania
End Date:	11-MAR-2022	Zip Code:	16345
		Phone #:	(814) 723-8217 x 1219

Product Description	Quantity	Unit	Extended Price
Initial Term 12-MAR-2021 - 11-MAR-2022			

Professional Services and Setup Fees

PowerSchool eSchoolPlus Customizations	4.00	Hour	USD 840.00
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Professional Services and Setup **USD 840.00**  
Fee Totals:

Quote Total

Initial Term	12-MAR-2021 - 11-MAR-2022
Initial Term Total	USD 840.00

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: 12-MAR-2021

Warren County School District  
Signature:

Printed Name:

Title:

Date:



**PowerSchool Professional Services Scope of Work**  
**Warren County School District**

**PowerSchool**  
Student Information System

# QUOTATION FOR SERVICE

## Purpose of Document

The purpose of this Scope of Work ("SOW") is to outline the process, approach, completion criteria, and associated costs for the deliverable and annually recurring maintenance and support as requested by Warren County School District, ("Client"). This Statement of Work is subject to the terms and conditions of the current license agreement between PowerSchool Group LLC ("PowerSchool") and Client and any other associated policies and agreements pursuant to which PowerSchool has licensed the application to Client (collectively, the "Agreements").

This Statement of Work is a legally binding document. Client is responsible for reviewing in full before signature. Signature denotes agreement to all terms herein.

## Scope of Service

PowerSchool shall retrofit the following custom programs as needed for use by the Client in eSchoolPlus Version 21.x.

SCWRC004 - Three Column Dynamic Standards and Competencies Report Card

SCWRC00327525 - Custom Transcript with Building Key

## Deliverable Requirements

### Deliverable Example(s)

## Objectives

PowerSchool shall retrofit the aforementioned custom programs as needed for use by the Client in eSchoolPlus Version 21.x

## Completion Criteria

This SOW will be considered delivered and the Client will receive an email notification when the applicable condition is met:

- If consultative services are to be provided under this SOW, with no defined deliverable, then this activity will be considered complete when PowerSchool provides agreed upon consult/system analysis and provides recommended next steps. Once the quoted hours are exhausted, PowerSchool will have no further obligation to deliver services under this SOW.
- If a defined deliverable is to be provided under this SOW, then this activity will be considered complete when PowerSchool installs the final PowerSchool Deliverable, provides recommended next steps, and sends final deliverable sign off documentation.
- If a productization effort is to be provided under this SOW, then upon delivery, this product will be considered a part of core functionality and will be covered under the Client's existing Core Maintenance and Support agreement.

## Client Responsibilities

- All business decisions, specific task assignments, general governance, and liability for work performed are the responsibility of Client's school personnel. PowerSchool is not authorized to take responsibility for business decisions, or to assign work to individuals except via the Client's project manager or their designees.
- The Client will create, oversee, and enforce a change control methodology including all test plans, cases, and scripts to ensure that proposed data, technical, and functional changes are evaluated in a test or support environment before they are deployed to a Production environment so as not to adversely affect any deliverables. All liability for changes made to the Production PowerSchool environment(s) approved by the Client in the test and development phase are assumed by the Client.
- The Client will provide access to test/development environment and/or production environment as needed or required to complete the deliverable. This includes, but is not limited to access to the PowerSchool application(s), database, local server file system and other resources as needed to complete the deliverable.
- The Client understands that diagnosing or otherwise troubleshooting access issues is outside of this Statement of Work and is billable on a time/materials basis.
- During the project, the Client will:
  - Identify Client project lead that will work with PowerSchool throughout the effort.
  - Attend Kick-off meeting and all subsequent meetings.
  - Provide access as needed to Client resources throughout the effort.
  - Provide timeline input and feedback throughout the effort.
  - Manage Client business process change throughout the effort.
  - Test any deliverables for the agreed upon functionality and notify the PowerSchool Project Manager/Technical Resource of any concerns.
  - Participate in any milestone deliveries.

## PowerSchool Responsibilities

- PowerSchool will assign a Project Manager/Technical Resource to assist through the following phases:
  - Project Kick-off, Planning, and Management
  - Consult/system Analysis
  - Design of any Deliverable
  - Active Development and Configuration
  - Testing and Validation
  - Project Completion/Sign-Off
  - Participate in milestone deliveries and sign-off as needed

All services will be delivered remotely, unless specified above. During the project, PowerSchool will provide the following project management functions:

- **Kick-off Meeting:** Where applicable, the PowerSchool resource will conduct a Kick-off Meeting with the Client to establish responsibilities, milestones, and a basic Project Timeline. All effort shall be scheduled and milestones defined during the project kickoff or emailed to the Client in lieu of a Kick-off Meeting.

- **Establish development tasks:** The PowerSchool resource will establish the tasks necessary for development of the deliverable for use in PowerSchool.
- **Milestone deliveries:** The PowerSchool resource will establish the tasks necessary for development of the deliverable for use in PowerSchool.
- **Project Status Reporting:** The PowerSchool resource will establish the timeline for delivery of milestones during development.

The project management activity will be considered complete when a kickoff meeting is completed and a project timeline created.

### **Annually Recurring Maintenance and Support for Customizations**

Your deliverable may come with a standard annual maintenance and support service ("M&S") that begins on delivery of the customization and is expected to be renewed annually via a signed renewal quote. This service does not cover changes that are out of scope of this SOW nor does it include changes or enhancements to the deliverable provided. This service protects your investment from any issues that may arise involving the original code as delivered by PowerSchool and as agreed upon in this SOW. This service will continue to cover your deliverable on the current production release of the product that the deliverable was built on. If you upgrade to a new version and your deliverable becomes inoperable due to product changes/enhancements in the latest upgrade, a new quote to rework the code and bring the deliverable current with the latest software to ensure continued compatibility with the current product version will be required. This rework will not result in added maintenance and support costs and your service shall continue as renewed.



## eSchoolPlus Upgrade Service

To assist you with the management of eSchoolPlus, the PowerSchool **Technical Solutions Group (“TSG”)** offers the **eSchoolPlus Upgrade Service** to upgrade your existing eSchoolPlus environment. The eSchoolPlus Upgrade Service includes deploying eSchoolPlus on existing or new eSchoolPlus server(s) and migrating your existing eSchoolPlus configuration(s) and data to the new eSchoolPlus configuration.

### Professional Services

The Professional Services listed below will be delivered remotely by a TSG Systems Representative:

Integration Design
<ul style="list-style-type: none"> <li>Review of the desired deployment including infrastructure readiness, network topology, compliance with minimum system requirements, and service-related deliverables and schedules</li> </ul>
Microsoft Windows Server Operating System Configuration
<ul style="list-style-type: none"> <li>Deploy and configure applicable operating systems Roles and Features for the server(s) identified herein</li> <li>Configure optimal operating environment variables specific to the application and database for the server(s) identified herein</li> </ul>
Microsoft SQL Server Configuration
<ul style="list-style-type: none"> <li>Deploy and configure Microsoft .NET framework for the database server(s) identified herein</li> <li>Deploy and configure the customer-provided relational database management system pertinent to the function of the PowerSchool application</li> <li>Apply applicable database updates for security and performance</li> <li>Configure applicable database instance features</li> <li>Configure database authentication</li> <li>Configure optimal database memory settings</li> <li>Configure optimal database collation &amp; database settings</li> <li>Configure optimal database and log file directory settings based on disk subsystem</li> <li>Create database(s) with recovery model(s)</li> <li>Migrate existing databases to the new database configuration</li> <li>Configure applicable database maintenance plans for data recovery</li> </ul>
eSchoolPlus Configuration
<ul style="list-style-type: none"> <li>Deploy the release of the application version as indicated herein</li> <li>Migrate existing application code to the new application configuration</li> <li>Apply pre-existing SSL/TLS certificates to the new application configuration (if applicable)</li> <li>Create application central directory structure/permissions for common access to application reports, backups, and user files (eSchoolshare)</li> <li>Move existing reports, backups, and user file to the new central directory for common access to eSchoolPlus files (eSchoolshare)</li> <li>Configure Microsoft Network Load Balancing (NLB) for multiple application servers (if applicable and as identified herein)</li> </ul>



<ul style="list-style-type: none"> <li>• Configure application Notification component settings</li> <li>• Install and configure Plus360 Integration Services</li> <li>• Update existing Cognos model updates for new tables/columns in the eSchoolPlus release</li> <li>• Test and validate service fulfillment outcomes as prescribed by TSG protocol</li> </ul>
<b>Go Live Service</b>
<ul style="list-style-type: none"> <li>• Update/refresh production database(s) with current data as identified herein</li> <li>• Update/refresh production application configuration files</li> <li>• Refresh existing reports, backups, and user file to the new central directory for common access to applicatoin files (eSchoolshare)</li> <li>• Reconfigure/update eSchoolPlus Notification component settings</li> <li>• Reconfigure/update Plus360 Integration Services (if applicable)</li> <li>• Verify SQL maintenance plans are properly configured and functioning</li> <li>• Test and validate f service fulfillment outcomes as prescribed by TSG protocol</li> </ul>

## Customer Responsibilities

It will be the responsibility of customer's designated personnel to ensure each of the following items are understood and addressed:

<b>General</b>
<ol style="list-style-type: none"> <li>1. Provide a technical resource to work with the designated TSG representative for the duration of the service</li> <li>2. Provide TSG with a preferred and alternative date for the initiation of the service using the medium prescribed by TSG; all work will be performed during the agreed-upon service window only.</li> <li>3. All work will be performed during normal business hours unless otherwise specified. TSG business hours are Monday through Friday from 5:00 AM to 5:00 PM Pacific Time excluding PowerSchool holidays.</li> <li>4. Initiate remote access using the software designated by TSG to perform the service(s) listed within this proposal</li> </ol>
<b>Infrastructure Configuration</b>
<ol style="list-style-type: none"> <li>1. Provide TSG with pre-configured Microsoft Windows servers that have network connectivity and are remotely accessible</li> <li>2. Provide TSG with naming conventions, TCP/IP parameters, and user accounts passwords associated with all service-related infrastructure components</li> <li>3. Provide TSG with media and licensing for the desired database version (if applicable)</li> <li>4. Ensure the server(s) that is/are intended to house the application and/or database is/are in compliance with all aspects of the minimum system requirements for the supported version(s) being applied</li> <li>5. During the service, the server(s) may require a restart. It will be the Customer's responsibility to ensure no USB drives or other bootable devices are attached to the server(s).</li> <li>6. Provide TSG with SSL/TLS Certificates to be used with fully qualified domain names (FQDN) for eSchoolPlus access including Certificate files, Intermediate Certificates, and applicable Key; failing to provide the certificates at the initiation of the service will result in the exclusion of its integration by TSG or may incur an additional fee.</li> </ol>
<b>eSchoolPlus</b>

1. The upgrade and applicable migration of the elements of the application within the scope of this service will be performed within TSG's conventional business days and hours unless weekend or off-hour services have been purchased or otherwise negotiated with TSG.
2. The upgrade and applicable migration of the applicable resources within this scope of this service does not include configuring Microsoft SQL for Always On/Clustering.
3. The upgrade and applicable migration of the application within this scope of this service does not include any interaction with Cognos.
4. Customers are responsible to backup any existing application and/or database configurations prior to the initiation of this service.
5. TSG will perform the deployment of the database in full, and will not assume responsibility for, nor interact with, an environment that has been partially deployed or configured by the Customer or other parties external to TSG.
6. TSG will not deploy nor configure the application and/or database to, nor otherwise interact with, any environment consisting of one or more cloned assets.
7. TSG is not responsible for the integrity of the data stored within the instance(s) of the application and/or database being upgraded.
8. TSG is not responsible for any deployment that fails due to third party applications and/or interfaces being run against the database that prohibits the upgrade of the application.
9. TSG will deploy only the version identified herein. TSG is not responsible for the degree to which the code being deployed addresses known issues or introduces new issues or conflicts into the customer's environment, and no pricing concessions will be made as a result.
10. TSG will not perform any subsequent deployment of code that might address known issues or other concerns during the same service window, nor will TSG deploy a subsequent version during the next available service window without additional funding.
11. During the Go Live service, all elements associated with the identified instance(s) will be unavailable to the customer's user community. Customers are responsible for notifying all users of any scheduled downtime.
12. During the Go Live service, customers are responsible to update existing internal and external DNS records for access to the application by the user community as appropriate
13. The Customer shall review all documentation related to the version release being deployed, and fully understand the implications (benefits and impact on current operations) introduced as a result of the upgrade. Questions concerning the upgrade's influence on the visibility to, or condition of your data; the continued access to, or use of, customizations; and/or the influence of changes to functionality to business rules or processes should be directed to the Technical Support department.
14. The elements enumerated within the scope of this service do not include any transactions relating to the deployment or configuration of any other third-party applications that have direct access to the application and/or database. Questions or issues concerning the configuration of other applications should be directed to the appropriate technical support department that is affiliated with the application in question.
15. The elements enumerated within the scope of this service do not include any transactions relating to the installation, configuration, or update of any API(s) or other third-party applications that integrate with the application identified herein.
16. The elements enumerated within the scope of this service do not include any transactions relating to modifications to customizations that may be necessary for ensuring compatibility with the version being deployed. Questions or needs concerning custom page compatibility should be directed to PowerSchool's Product Tailoring department.
17. Any failure to adequately prepare for or otherwise facilitate the initiation of the service prior to the scheduled service start date will result in the upgrade service being rescheduled for the next available

service window and may be subject to a cancellation fee as specified by PowerSchool's Licensed Product and Services Agreement.

18. TSG is not affiliated with the Technical Support department and is unable to address any questions relating to the use or troubleshooting of functionality within the application as a result of an eSchoolPlus configuration or upgrade performed by TSG. Customers with questions of this nature will be instructed to contact the Technical Support department.

## Scale of Service Summary

Versioning
<p>The scale of this service shall be limited to transactions involving the following version(s):</p> <ul style="list-style-type: none"> <li>Upgrade of Version <b>[19.11]</b> to Version <b>[21.4]</b> to: <ul style="list-style-type: none"> <li>New Server(s) as identified below</li> </ul> </li> </ul>
Instance(s)
<p>The scale of this service shall be limited to the following instance(s):</p> <ul style="list-style-type: none"> <li>Production</li> </ul>
Database(s)
<p>The scale of this service shall be limited to the following database(s):</p> <ul style="list-style-type: none"> <li>(2) eSchoolPlus SQL Server Database(s) as identified below: <ul style="list-style-type: none"> <li><b>[Primary (Live)]</b></li> <li><b>[Secondary]</b></li> </ul> </li> </ul>
Server(s)
<p>The scale of this service shall be limited to the following server(s):</p> <ul style="list-style-type: none"> <li>(1) eSchoolPlus SQL Database Server(s)</li> <li>(2) eSchoolPlus Application Server(s)</li> <li>(2) eSchoolPlus Task Server(s)</li> <li>(1) eSchoolPlus HAC Server(s)</li> </ul>

*Note: Additional services, or services to additional elements of the customer's environment not specified above, will require additional funding. Please contact TSG for more information or a supplemental proposal.*

## Completion Criteria

The services within this proposal will be considered complete and delivered when the following conditions have been met:

1. TSG has contacted the customer and established remote access to the customer's environment.
2. TSG has deployed and configured the applicable RDBMS software within the customer's environment.
3. TSG has applied the applicable Version Release to the customer's environment.
4. TSG has applied existing application code to the new application configuration.
5. TSG has migrated the customer's existing data to the new environment.
6. The customer is presented with the eSchoolPlus logon screen.
7. The customer has been notified that the service has been completed.

Within five (5) business days of completion of the services within this proposal, the Customer's designated contact will either accept the Deliverables or provide TSG with a written list of any objections. If no response from the Customer is received within five (5) business days, then the Deliverables will be deemed accepted, unless the Customer has previously requested an extension in writing.

If the Customer experiences issues directly related to a configuration performed by TSG, it will be the Customer's responsibility to contact TSG in writing within five (5) business days. Configuration-related requests may incur additional service costs.

## Pricing Summary – As of March 8, 2021

- |                                      |                   |
|--------------------------------------|-------------------|
| • eSchoolPlus Upgrade Service: (USD) | <b>\$6,720.00</b> |
| • eSchoolPlus Go Live Service: (USD) | <b>\$2,250.00</b> |

<b>eSchoolPlus Upgrade Service Total: (USD)</b>	<b>\$8,970.00</b>
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The pricing set forth above shall be valid for a period of sixty (60) days from the date of this proposal and is only applicable to those products and services described herein. If customer has not returned a signed copy of this Proposal to PowerSchool prior to the expiration of the foregoing sixty (60) day period, PowerSchool reserves the right to modify the products, services and associated pricing quoted herein, or in the alternative, cancel this Proposal in whole or in part.

All products and services set forth in this Proposal will be provided to Client in accordance with the terms and conditions of the standard PowerSchool Licensed Product and Services Agreement.

<b>AGREED TO: Warren County School District</b>			
<b>By:</b>			
(Authorized Signature)			
<b>Name:</b>			
<b>Title:</b>			
<b>Date:</b>		<b>Phone Number:</b>	

To purchase this offering, please sign the last page of this proposal and submit back to the PowerSchool Group, LLC along with a purchase order via fax to (916) 288-1590 or email to [tsghelpdesk@powerschool.com](mailto:tsghelpdesk@powerschool.com). Thank you and we look forward to working with you and your staff.

PowerSchool Group, LLC  
150 Parkshore Drive  
Folsom, CA 95630