



PowerSchool Group LLC  
150 Parkshore Dr., Folsom, CA 95630  
Quote #: Q-919739 - 1  
Quote Expiration Date: 19-APR-2024

Sales Quote - This Is Not An Invoice

Prepared By:	Courtney McPherson	Customer Contact:	Paul Leach
Customer Name:	Warren County School District	Title:	Computer/Instructional Technology Coordinator
Enrollment:	0	Address:	6820 Market St
Contract Term:	12 Months	City:	Russell
Start Date:	8-MAR-2024	State/Province:	Pennsylvania
End Date:	7-MAR-2025	Zip Code:	16345-3406
		Country:	United States
		Phone #:	(814) 723-8217

Product Description	Quantity	Unit	Extended Price
Initial Term 8-MAR-2024 - 7-MAR-2025			
Professional Services and Setup Fees			
eFinancePlus Standard Upgrade Pack	1.00	Each	USD 6,480.00
eFinancePlus Custom Development	12.00	Hour	USD 2,592.00
eFinancePlus App Deployment (New Servers)	4.00	Servers	USD 8,496.00
eFinancePlus Version Upgrade Go Live	1.00	Each	USD 1,701.00
eFinancePlus Data Refresh	1.00	Databases	USD 855.00
Professional Services and Setup Fee Totals:			<b>USD 20,124.00</b>

Training Services			
eFinancePlus Training Remote	1.50	Day	USD 2,592.00
Training Services Total:			<b>USD 2,592.00</b>

Subscription Period Total	
Total Discount	<b>USD 2,524.00</b>
Initial Term	<b>8-MAR-2024 - 7-MAR-2025</b>
Amount To Be Invoiced	<b>USD 22,716.00</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). 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/](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: 8-MAR-2024

Warren 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](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.



# PowerSchool ERP Upgrade Services Statement of Work



**PowerSchool**  
Powering Brighter Futures

**Purpose:** PowerSchool ERP 23.10 Major Feature Release Upgrade



This Statement of Work (“SOW”) for Professional Services is entered into and between **PowerSchool Group LLC (“PowerSchool”)** and **Customer**. This SOW is not a software subscription agreement, nor does it provide Customer with licenses to any PowerSchool application which requires a separately executed Master Services Agreement (“MSA”) and PowerSchool Quote. This SOW is issued pursuant to the Professional Services terms and conditions incorporated into the MSA entered by and between PowerSchool and Customer.

“**Project**” refers to the scope of services, including the performance of all work, activities, and deliverables, set forth in this SOW. Appendices are hereby included in this SOW. Notwithstanding any other provision of these terms, the timeline contained in this SOW shall be regarded only as an estimate.

“**Professional Services**” as used herein means Professional Services work rendered by PowerSchool in relation to this SOW. It is distinguished from the meaning of “Service” as used in the MSA.

**1. UNDERSTANDING OF OBJECTIVES**

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

- 1. Upgrade PowerSchool ERP to 23.10 major feature release version of application.

**2. 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 (“CCR”) 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.

**2.2 Organizational Scope**

The following organizations are in scope:

- 1 Organization
- 1 Language (English)
- 1 Currency (USD)

The Project will be located at the following locations:

- Remote Services
  - All services will be rendered through secure remote access or web-based meetings.

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, and users are in scope.

**2.1 Upgrade Execution Scope**

As part of these services, PowerSchool will include and assist with the following services to migrate to the newest version of the application:

Scope		Details
	Project Management	The project manager is the customer's single point of contact to facilitate all aspects of the upgrade including professional services, custom development, and support.
	Configuration	Configuration is the setup within the application required to continue the operational functions of the modules within PowerSchool ERP.
	Testing Assistance	Testing Assistance is a partnership between



		PowerSchool and customer to complete required User Acceptance Testing before migrating to the new production environment.
	<b>Office Hours</b>	Office Hours are remote seminars where customers with an active upgrade can meet with Application Specialists to answer questions related to their upgrade.
	<b>Training</b>	Training is delivered to educate customers on new and required functionality in the new version on the software.
	<b>Post Upgrade Support</b>	Post Upgrade Support is additional services engagement with the customer after the production go-live to ensure production environment stability, prior to transition to PowerSchool support.

## 2.2 Configuration Scope

As part of these services, PowerSchool will assist in configuration of the following functionality:

Scope		Details
	<b>Check Printing Enhancements</b>	Configuration of seed values for auto assign of check numbers.
	<b>Import &amp; Export System Configuration</b>	Configuration of import and export utilities for PowerSchool ERP.

## 2.3 Training Scope

Training will be delivered in online video format and delivered by the project manager after project kickoff. Customers that have elected to purchase 1:1 training will receive scheduled remote training delivered by a PowerSchool trainer.

Scope		Details
	<b>Name Rebranding</b>	Overview of rebranding and visual enhancements. This will include administrative functions and/or changes.
	<b>Import Functionality</b>	Overview of how to use the import functionality to mass import data into PowerSchool ERP.
	<b>Export Functionality</b>	Overview of how to use the export functionality to securely mass export data out of PowerSchool ERP.
	<b>Auto Assign Check Numbers</b>	Review Check Printing auto-number assignment functionality.

## 2.4 Testing Scope

PowerSchool will provide upgrade testing support during the testing phase of the project. Below are the mediums in which PowerSchool will provide testing support.

Scope		Details
	<b>Upgrade Office Hours</b>	PowerSchool will provide office hours where customers in an active upgrade project can discuss upgrade related questions with PowerSchool Application Specialist.
	<b>Scheduled Checkpoint</b> <b>Testing</b> <b>Review</b>	The PowerSchool project manager will schedule a testing check point where the project manager, application specialist, and customer will meet to discuss testing checklist completion and barriers to completing application testing.

	<b>Go-Live Readiness Review</b>	The PowerSchool project manager will initiate a final meeting to discuss customer readiness to move to the 23.10 production environment.
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### 3. ROLES & RESPONSIBILITIES

#### *PowerSchool Responsibilities*

- Provide Customization Retrofits (if applicable)
- Provide configuration setup outlined in section 2.3.
- Provide overviews outlined in section 2.4.
- Provide User Acceptance Testing Support
  - Provide User Acceptance Plan
  - Testing Checkpoints with PowerSchool Resource
  - Access to Upgrade Office Hours
- Bring Customer in Production on new version.
  - Go-Live Readiness Assessment
  - Go/No Go Review
  - Refresh Production

#### *Customer Responsibilities*

- Attending project status meetings.
- Attending all upgrade product overviews and training.
- Complete user acceptance testing within the software.
- Order check stock for Optio forms (if necessary)
- Log and Follow Up on Support Cases as needed.
- Report critical issues to your upgrade team.

Communicate with the project manager to indicate client tasks completed.

### 4. COMPLETION CRITERIA

#### **4.1 Acceptance of Deliverables**

Deliverables will be produced in accordance with the Project Plan and PowerSchool will strive to provide early draft copies whenever feasible to facilitate a prompt review and approval.

Customer shall have two (2) business days from the date of receipt of a deliverable to provide final acceptance or rejection of the deliverable.

If Customer rejects a deliverable, it will specify in reasonable detail each deficiency and / or nonconformance serving as the basis of rejection. Changes requested to the original form will not be considered valid reasons for rejection of the deliverable. Upon receipt of such rejection notification, PowerSchool will promptly correct such deficiencies and / or nonconformities and re-deliver the deliverable for Customer's review. Upon re-delivery of the deliverable, Customer shall provide notification of final acceptance or rejection as soon as reasonably possible, but no later than two (2) business days from the date of receipt.

If the Customer does not provide notice of final acceptance or rejection within two (2) business days of a deliverable or re-delivery of a rejected deliverable, the deliverable will be deemed accepted.

## 4.2 Completion Criteria

This project will be considered complete when:

- Customization Retrofits have been received (if applicable)
- Customer has attended Product Overviews
- Customer has completed the User Acceptance Testing Checklist
- Complete Go/No-Go Review
- Production environment is Live.

## 5. FEES, PAYMENT, AND EXPENSES

### Hourly Rate:

The Upgrade Services will be delivered as stated in the quote provided to the customer for services delivered. The project will be delivered on a **Fixed Bid** basis, and hours will be billed as incurred.

**Professional Service Fees:** Customer will be invoiced monthly in arrears for actual hours delivered; payment is due 30 days from invoice date. Invoices may be sent to the Customer via electronic mail. The Fees and Expenses are based on the assumptions on roles, plans, scope, etc. as described in this SOW. Material changes to these assumptions may impact schedule and/or cost. If changes to resources are requested or required that would cause the Total Estimated Fees and Expenses to change materially, then the parties agree to address any such change using the CCR process (Appendix A).

### Change Order Rates:

- All Change Orders to this SOW will follow the process outlined in the Change Control Procedure, in Appendix A, of this SOW and will need to be mutually agreed **\$240.00** per hour.
- PowerSchool Standard Hourly Rates are subject to change at PowerSchool sole discretion. The above rates will remain in effect for the duration of this SOW.

### Limitation on Pricing:

PowerSchool shall be obligated to honor the pricing contained herein only if this SOW is signed by the Customer and received by PowerSchool by **December 31, 2024**. However, if upon receipt of the SOW after the deadline, PowerSchool countersigns the SOW and returns to Customer, then such deadline shall be deemed to have been waived by PowerSchool and the SOW terms, including pricing, shall be binding and in full effect.

**Travel and Expenses:** Customer choosing to engage in onsite engagements will be invoiced separately for travel expenses incurred monthly. Payment is due 30 days from invoice. Invoices may be sent to the Customer via electronic mail. These travel expenses are not included in the hourly rate, unless specifically stated within the statement of work.

## 6. PROJECT METHODOLOGY

The upgrade project approach uses a “partnership” model between PowerSchool and Customer such that the PowerSchool team primarily serves as an enabler, coach, and trainer for the client to confirm the solution.

The phases and associated checkpoints are outlined below:

### 6.2 Project Methodology

Project kickoff will be planned on a mutually agreed upon date, based on POWERSCHOOL and Customer resource availability and completion by the Customer of the prerequisite deliverables. Adjustments to the Project Plan may occur during the Project and may require the Project CCR Procedure to be followed which may result in a Change Order.

Based upon the known requirements, estimates effort, and scope, the following Project Plan is anticipated for the delivery of the solution. The Project Plan will be confirmed after the kickoff phase.

The project will be broken into 10 key phases to bring the customer into the new environment.

1. Customer Readiness Review
2. Contract Signature
3. Project Kickoff
4. Environment Installation
5. Customization Retrofits
6. Training
7. User Acceptance Testing
8. Upgrade Readiness
9. Production Go-Live
10. Post Upgrade Support

### 6.3 Delivery

Planned Project duration: **65 Business Days (60 Business Days from Project Kickoff to Launch plus 5 business days of Post Upgrade Support)**

For the avoidance of doubt, a day is eight (8) hours, Monday through Friday, on POWERSCHOOL's standard business days. The timeline can vary based on several factors. Anticipated deviations from the Project Plan will be brought to the attention of the Customer and agreed with the Steering Committee according to the agreed Project governance.

Any changes in duration or delays to the Go-Live date will require the Project Change Control Procedure to be followed.

### 6.4 Go-Live

- "Go-Live" refers to the on-boarding of users to the POWERSCHOOL in the Production environment.
- A single go-live event is in scope. Additional go-lives are not in scope and any functionality that is mutually agreed to be deferred from the single go-live is no longer part of the scope of this SOW.
- Go-Live will occur after the migration of the POWERSCHOOL Solution to the Production environment.
- Customer will be responsible for Go-Live planning with guidance from POWERSCHOOL.
- POWERSCHOOL assumes that Customer's information technology policies, those that govern the deployment of Solutions to the Production environment and the Go-Live of new information technology, will not extend the Project Plan described herein via a delay in the deployment or Go-Live of the POWERSCHOOL Solution.

### 6.5 Post Upgrade Support

- "Post Upgrade Support" describes the period and Professional Services following the Go-Live of the POWERSCHOOL Solution.
- The Post Upgrade Support period will begin at Go-Live and conclude in five (5) business days, i.e., one (1) week, unless otherwise stated.

Issues identified after the Post Upgrade Support period will be addressed per the terms set forth in the MSA.

## 7. APPENDICES

To assist you with your customizations within PowerSchool ERP, PowerSchool **Product Tailoring ("PT")** offers the **PowerSchool ERP Upgrade Retrofit Service** to upgrade your existing customizations into the new version.

### *Scope of Service*

Retrofit Customizations
The scale of this service shall be limited to the following Retrofits outlined in the following appendix.
<b>8. DOCUMENT: Product Tailoring Retrofit Services APPENDIX A which will be sent after</b>

### ***PowerSchool Responsibilities***

- PowerSchool will assign a Project Manager/Technical Resource to assist through the following phases:
  - Project Kickoff, 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:

- **Kickoff Meeting:** Where applicable, the PowerSchool resource will conduct a Kickoff 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 Kickoff 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.

### ***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 delivery. 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 and materials basis.
- During the project, the Client will:
  - Identify Client project lead that will work with PowerSchool throughout the effort.
  - Attending Kickoff 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.

### ***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 provided, 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.

### ***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 statement of work, nor does it include changes or enhancements to the delivery 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 that may result from upgrades to the product. 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.

## 8. APPENDICES

### *Appendix A. PowerSchool Change Control Request (CCR) Procedure and Template*

The following process will be followed in cases of change to Project scope, budget, or timeline:

- A Project CCR form will be the vehicle for communicating change. The CCR must describe the change, the rationale for the change, and the effect the change will have on the Project.
- The designated Project Manager of the requesting party will submit the request to the other party.
- All Project Managers will review the proposed change and approve it or reject it.
- A Project CCR form must be signed by the PowerSchool Project Manager and Client Project manager to authorize implementation and invoicing of the changes.
- The following is an example template:

#### *“Sample Template”*

<b>Customer Name:</b>	<b>Date Requested:</b>
<b>Change Order #:</b>	<b>PowerSchool EM:</b>
<b>Project Name:</b>	<b>Project Sponsor:</b>

<b>Change Order Value:</b>		<b>Billing Type:</b>
<b>Estimated Fees:</b>	\$	
<b>Estimated Expenses:</b>	\$	<b>Type of Change:</b>
<b>Estimated Total:</b>	\$	Scope? Schedule? Both?

#### **Hourly Rate:**

The Professional Services will be delivered on a Time & Materials basis. Customer will be billed \$xxx per hour starting with the first monthly invoice and up to a maximum of xxx hours. Any additional hours will require a new Change Order.

<b>Description of Change Requested:</b>
<b>Reason for Change:</b>
<b>Proposed Approach to Resolve:</b>

<b>Impact on Scope</b>	<b>Impact on Proposed Changes:</b>
<b>Impact on Scope Risk</b>	
<b>Impact on Schedule</b>	
<b>Approvals to Proceed:</b>	
<b>Customer:</b>	<b>PowerSchool Corporation</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Date:</b>	<b>Date:</b>



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**Appendix B. Escalation Procedures**

The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW.

- **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 – [servicespmo@powerschool.com](mailto:servicespmo@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.

## 1. APPENDIX A: PRODUCT TAILORING RETROFIT SERVICES

### Purpose of Document

The purpose of this Scope of Work ("SOW") is to outline the process, approach, completion criteria, and associated costs for the deliverables. This Statement of Work is subject to the terms and conditions of the current license agreement between PowerSchool Group LLC ("PowerSchool") and Customer. Any other associated policies and agreements pursuant to which PowerSchool has licensed the application to Client (collectively, the "Agreements").

## 2. SCOPE OF SERVICE

### Deliverable(s)

The scale of this service shall be limited to the following Retrofits outlined in the following appendix.

#### Retrofit Customizations

Warren County School District is requesting to upgrade from their current version 20.11 of eFinancePlus to newer PowerSchool ERP v23.10 and following customs will be upgraded:

- \* FCWRC008 : Optio Payroll Checks
- \* FCWRC009/FCWRC101 : Optio AP Check
- \* Optio Purchase Order

### Deliverable Requirements

1. All development is quoted to be developed/installed/delivered on one instance (DataBase) of PowerSchool.
2. All setup not otherwise specifically noted in this SOW is to be completed by Client prior to development beginning.
3. Work not defined in Appendix A will be subject to Change Control Requests (CCR), and subject to additional cost and scope.