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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Lisa Grant-Dawson, Chief Business Officer
Kimberly Raney, Executive Director Procurement, Transportation, & Warehouse
Rosaura Altamirano, Senior Manager, Supply Chain & Logistics

Meeting Date May 25, 2022

Subject Services Agreement with PowerSchool Group LLC

Ask of the Board Approve Service Agreement

Services *Vendor, PowerSchool LCC, will provide Oakland Unified School District with Demographic Services. Services will comprise of two components: implementation of the Predictive Enrollment Analytics Platform and the generation of annual enrollment projections.*

Term Start Date: July 1, 2022 End Date: June 30, 2025

Not-To-Exceed Amount \$50,000.00 (Fifty Thousand Dollars and 0/100) Per Fiscal Year

Competitively Bid Yes

In-Kind Contributions N/A

Funding Source(s) *General Purpose*

Background OUSD issued a Request For Proposal, RFP#21-101BS Demographic

Services, for the Business Services Department.

Attachment(s)

- Service Agreement with PowerSchool Group LLC
- RFP Document, RFP21-101BS
- PowerSchool LCC Proposal

SERVICES AGREEMENT 2021-2022

This Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

Full Name of Vendor **PowerSchool Group LLC**

The PARTIES hereby agree as follows:

1. **Term.**

a. This Agreement shall start on the below date (“Start Date”):

Start Date **July 1, 2022**

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

b. The work shall be completed no later than the below date (“End Date”):

End Date **June 30, 2025**

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. **Services.** VENDOR shall provide the services (“Services”) as described in #1A and #1B of **Exhibit A**, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of **Exhibit A** whether and how its services would be able to continue.

3. **Alignment and Evaluation.**

a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.

b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD’s evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR’s employees, and each of VENDOR’s subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR’s employee(s), and VENDOR’s subcontractor(s) while on OUSD property.

4. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or

evaluation of the Services. Notwithstanding the foregoing, the parties agree that VENDOR is not obligated to provide proprietary, trade secret or confidential security information regarding its process(es) and/or security measures as part of OUSD's review or inspection. OUSD agrees that inspection pursuant to this Section 4 may require execution of a nondisclosure agreement. With respect to security, VENDOR will make available to OUSD, as soon as possible following the date hereof and at least once every calendar year thereafter, VENDOR's ISO/IEC 27001 Statement of Applicability (the "SOA"), ISO 27001 certificate issued by the relevant certification body, or equivalent documents relative to an accepted alternative security program and relative to the applicable product or services. In accordance with Paragraph 8 (Compensation), the Services performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD determines that the Services were not performed in accordance with this Agreement.

5. **Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

6. **Confidentiality and Data Privacy.**
 - a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.
 - b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.
 - (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E (available here).
 - (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement (available here).
 - (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of

such data.

- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.

7. **Copyright/Trademark/Patent/Ownership.** [Intentionally Omitted.]

8. **Compensation.** OUSD agrees to pay VENDOR for performing Services in compliance with this Agreement in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A.**

- a. The compensation under this Agreement shall not exceed:

\$ Not-to-Exceed Amount \$50,000 Per Fiscal Year

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

- b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A.**
- c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within forth-five (45) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing). The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way, subject to the project scope set forth in Exhibit A and VENDOR's support policies, lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not materially conform to the requirements of this Agreement, VENDOR agrees to take commercially reasonable steps to correct its performance without delay.
- d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount determined by the Parties. VENDOR agrees that it shall not expect or demand payment for the performance of such services.
- e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

9. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.

- 10. **Invoicing.** Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - d. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR’s invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.
 - e. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

- 11. **Termination.** [Intentionally Omitted.]

- 12. **Legal Notices.** All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Joshua R. Daniels
 Site/Dept: Office of General Counsel
 Address: 1000 Broadway, Suite 300
 City, ST Zip: Oakland, CA 94607
 Phone: 510-879-8535
 Email: ousdlegal@ousd.org

VENDOR

Name: Name Eric Shander
 Title: Title Chief Financial Officer
 Address: Address 150 Parkshore Dr.

City, ST Zip: **City, ST Zip (Folsom CA 95630)**
Phone: **Phone (+1 (916) 467-5215)**
Email: **Email (CFO@powerschool.com)**

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

13. Status.

- a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR's employees.
- b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If VENDOR is a business entity, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and VENDOR is in writing;
 - (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
 - (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
 - (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
 - (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
 - (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
 - (ix) VENDOR provides its own tools, vehicles, and equipment to perform the

services;

- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

14. Qualifications and Training.

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will performed the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply, if VENDOR was selected, at least in part, on such representations and warrants.

15. Certificates/Permits/Licenses/Registration. VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. Insurance.

- a. Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall include OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

22. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
23. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
24. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
25. **Conflict of Interest.**
 - a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
 - b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 - c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.
26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

27. **Limitation of OUSD Liability.** [Intentionally Omitted.]
28. **Indemnification.** [Intentionally Omitted.]
29. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted for the Services provided to OUSD by VENDER as set forth under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to examine relevant books and records, billing statements, invoices, records, and other financial data directly related to the Services performed by VENDOR for OUSD as set forth in this Agreement. OUSD shall give reasonable prior notice to VENDOR for any records review which shall be conducted during VENDOR'S normal business hours, unless VENDOR otherwise consents.
30. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
32. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both PARTIES.
33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement

shall be construed as if jointly prepared by the PARTIES.

36. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
38. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
39. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
 - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
 - c. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in

final or draft form.

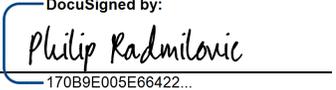
41. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

VENDOR

Name: Philip Radmilovic

Signature: 

Position: VP Treasurer

Date: 4/27/2022

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: _____

Signature: _____

Position: _____

Date: _____

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell

Signature: _____

Position: Secretary, Board of Education

Date: _____

Approved as to form by OUSD Office of the General Counsel.

EXHIBIT A

- 1A. **General Description of Services to be Provided:** *Provide a description of the service(s) VENDOR will provide.*

See attached documents. See attached documents.

- 1B. **Description of Services to be Provided During School Closure or Similar Event:** *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

- No, services would not be able to continue.
 Yes, services would be able to continue as described in 1A.
 Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

Click or tap here to enter text.

- 1C. **Rate of Compensation:** *Please describe the basis by which compensation will be paid to VENDOR:*

- Hourly Rate: \$ Click or tap here to enter text. per hour
 Daily Rate: \$ Click or tap here to enter text. per day
 Weekly Rate: \$ Click or tap here to enter text. per week
 Monthly Rate: \$ Click or tap here to enter text. per month
 Per Student Served Rate: \$ Click or tap here to enter text. per student served
 Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:

\$50,000 per fiscal year

2. **Waivers:** *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

- Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person *or virtual*) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)
 Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)
 Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)
 Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person *or virtual*) with OUSD students.)



EXHIBIT A

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.



Predictive Enrollment Analytics Platform Deployment Statement of Work

- Optional: The district will have the option to upload student data directly to the platform.
- 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 Jul 1, 2022. The first projected year will be the 2022/2023 school year.
 - Enrollment projections will be completed in Fall of 2022 with the first projected year being the 2022/2023 school year.
- Training
 - PowerSchool will provide up to 2 hours of training on the use of the platform for district users.

For multi-year agreements, subsequent projection cycles will convert into a fall projection cadence.

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



Predictive Enrollment Analytics Platform Deployment Statement of Work

- PowerSchool will release a projection review to the district designated official for review and approval prior to the final and public study release.
 - 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.



Amendment 1

This First Amendment addresses amended and additional terms to be included into the Main Services Agreement (the "Agreement"). Except as set forth in this Amendment, the Agreement, including the Quote #Q-645375-6 (attached hereto as Exhibit A) is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

1. **Section 4.8 Marketing**

Section 4.8 (Marketing) is deleted in its entirety and replaced with:

"Section 4.8 Marketing. "Reserved."

2. **Section 13.4 Termination for Breach**

In Section 13.4, reference to Section 4 is amended to read Section 4.1. In Section 13.4 "equitable relief against any actual or threatened breach thereof" is amended to read "equitable relief against any actual breach thereof".

3. **Section 14.1 Governing Law**

Section 14.1 Venue is amended to specify Alameda County.

4. **Section 14.2 Compliance Verification**

Section 14.2 Compliance Verification is deleted in its entirety and replaced with:

"Compliance Verification. During the Term and for a period of one (1) year following termination of this Agreement, a Party has the right to verify the other Party's full compliance with the terms and requirements of Section 2 (PowerSchool Offering and Restrictions), Section 4 (Proprietary Rights) and Section 6 (Fees and Payment) of this Agreement. The responsive Party must (a) provide any assistance reasonably requested by requesting Party or its designee in conducting any such audit, (b) make requested personnel, records, and information available to the requesting Party or its designee, and (c) in all cases, provide such assistance, personnel, records, systems access and information in an expeditious manner to facilitate the timely completion of such compliance verification. If such verification process reveals any noncompliance, the responsive Party must promptly cure any such noncompliance; provided, however, that the obligations under this Section 14.2 do not constitute a waiver of either Party's termination rights and do not affect PowerSchool's right to payment for access to PowerSchool Offering and other services and interest fees related to usage in excess of the quantities purchased."

5. **14.15 Entire Agreement**

In Section 14.15 Entire Agreement, the following is added after the first "herein": "(including the Services Agreement between the Parties)" and the following is added after the phrase "OTHER DOCUMENTS": "(except to the extent there is a conflict with the Services Agreement between the Parties)."

Miscellaneous Terms

1. This Amendment to the Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior oral or written communications, agreements or understandings between the Parties with respect to the subject matter hereof.
2. In the event of a conflict between the terms of this Amendment and the Agreement, the Parties intend the provisions of this Amendment should govern their respective rights and obligations.



- 3. Counterparts. This Amendment may be executed in two or more counterparts, each of which will be deemed an original, but all of which, together, will constitute one and the same original document.
- 4. With the execution of this Amendment, the Parties agree to the quote document attached to this Amendment, Q-645375-6, which is hereby incorporated by direct reference, and attached hereto as Exhibit A to Amendment 1. PowerSchool will invoice the Customer per the terms of Q-645375-6.
- 5. No Construction Against Drafter. No provision of this Amendment or any related document will be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or drafted such provision.
- 6. The Agreement continues in full force and effect as modified herein.

Upon execution of this Amendment by their duly authorized representatives, the Parties enter into this Amendment as of the Effective Date.

POWERSCHOOL GROUP LLC

OAKLAND UNIFIED SCHOOL DISTRICT

Signature: Philip Radmilovic
170B9E005E66422...
 Printed Name: Philip Radmilovic
 Title: VP Treasurer
 Date: 4/27/2022

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

EXHIBIT A

PowerSchool Group LLC
 150 Parkshore Dr., Folsom, CA 95630
 Quote #: Q-645375 - 6
 Quote Expiration Date: 3-MAY-2022

Prepared By:	Darren Perl	Customer Contact:	Francisco Flores
Customer Name:	Oakland Unified SD - CA	Title:	Procurement Analyst
Enrollment:	36,886	Address:	1000 Broadway
Contract Term:	36 Months	City:	Oakland
Start Date:	1-JUL-2022	State/Province:	California
End Date:	30-JUN-2025	Zip Code:	94607
		Phone #:	(510) 437-6311

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2022 - 30-JUN-2023			
License and Subscription Fees			
Unified Insights Geovisual Enrollment Analytics Hosted	36,886.00	Students	USD 44,632.06
License and Subscription Totals:			USD 44,632.06

Quote Total

Total Discount:	USD 36,517.14
Initial Term	1-JUL-2022 - 30-JUN-2023
Initial Term Total	USD 44,632.06

Annual Ongoing Fees as of 1-JUL-2023 - Fees subject to an annual uplift, which will be reflected on renewal quote

Unified Insights Geovisual Enrollment Analytics Hosted	36,886.00	Students	USD 44,632.06
Annual Ongoing Fees Total:			USD 44,632.06

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/ as amended by and between the Parties in that certain document identified as Amendment 1 (to which this Quote is attached as Exhibit A).

Any proposed credit reflected on this quote is conditioned on PowerSchool's receipt of payment, in full, for the discontinued product(s). If the subscription term for the discontinued product(s) has been paid in full, a prorated credit will be applied to the new contract based on the execution date of the new order. If the subscription term for the discontinued product(s) has not been paid in full, a prorated credit will be applied to the applicable open invoice. The remaining balance of the open receivable, if any, will still be due.

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



Statement of Work

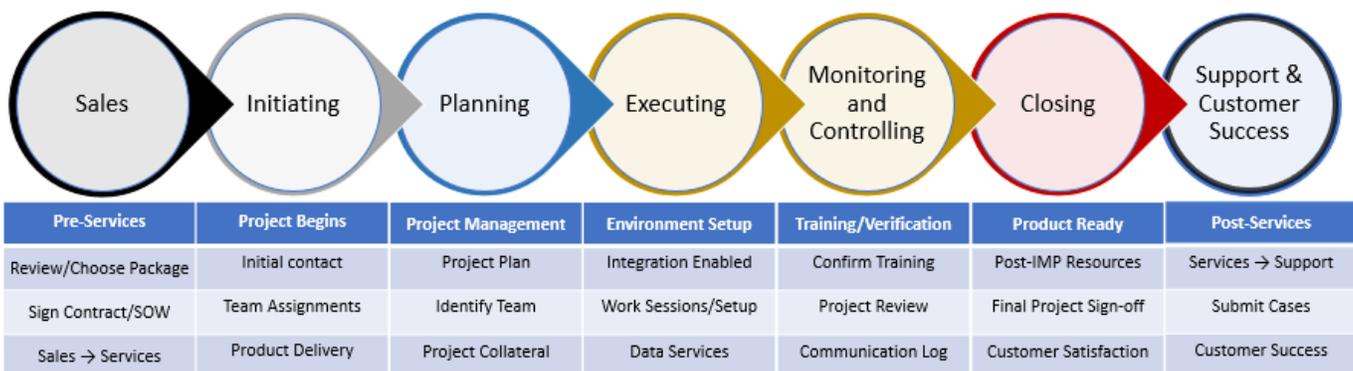
Purpose of Document

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.

Released January 2021

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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
- **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.

Released January 2021

Document Owner: PowerSchool Group LLC, Product Deployment Solutions

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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

AMENDMENT No. 1

(posted **02/25/22**)

Request for Proposal (RFP) 21-101BS **DEMOGRAPHIC SERVICES**

To: ALL BIDDERS

The Oakland Unified School District ("OUSD") ("District") hereby issues this Bid Amendment No. 1 to the RFP, as defined below.

EACH BIDDER MUST SUBMIT A SIGNED AND COMPLETED COPY OF THIS BID ADDENDUM NO. 1, TOGETHER WITH ITS BID PROPOSAL, BY THE BID DATE AND TIME, OR THE BIDDER'S BID PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

The following information has been amended; all other information remains the same.

1. See Page 7, "SCHEDULE OF EVENTS".

Amended From:

DATE	ACTION
RFP Posting/First Advertisement:	May 5, 2021
Pre-Bid Conference:	May 12, 2021 @ 2:00 p.m.
Deadline for Questions:	May 12, 2021 @ 5:00 p.m.
Proposal/Bid Submitted to District:	May 19, 2021 @ 2:00 p.m.
Proposal/Bid Opening:	May 19, 2021 @ 2:00 p.m.
Potential Interviews (If Necessary):	May 24, 2021 - May 25, 2021
Final Award of RFP (BOE):	June 30, 2021
Contract Start Date:	July 2021

AMENDED TO: RFP REPOSTED NEW SCHEDULE OF EVENTS

DATE	ACTION
RFP Posting/First Advertisement:	February 28, 2022
Pre-Bid Conference:	March 8, 2022 @ 11:00 a.m. (Zoom link on Procurement Website)
Deadline for Questions: (Email your question to procurement@ousd.org)	March 8, 2022 @ 2:00 p.m.
Proposal/Bid Submitted to District:	March 16, 2022 @ 2:00 p.m.
Proposal/Bid Opening:	March 17, 2022 @ 11:00 a.m. (Zoom link on Procurement Website)
Proposal/Bid Scoring:	March 17, 2022 @ 1:00 p.m.
Final Award of RFP (BOE):	April 2022
Contract Start Date:	April 2022

CONTRACT/BIDDER ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT:

Signature

Date

Print Name and Title

Print Company Name

Sincerely,

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org
Procurement Service Department
900 High Street, Oakland, CA 94601
(510) 444-4337 ph.



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

REQUEST FOR PROPOSAL

Request for Proposal (RFP) 21-101BS (AMENDED) DEMOGRAPHIC SERVICES FOR BUSINESS SERVICES DEPARTMENT

* Submit proposals and all questions/inquiries to:

OAKLAND UNIFIED SCHOOL DISTRICT
Attention: Procurement Department
900 High Street, 2nd Floor
OAKLAND, CA 94601

email: procurement@ousd.org
phone: (510) 434-4337

Proposals Due:
03/16/22 at 2:00 PM

THE TERMS AND CONDITIONS OF THIS CONTRACT ARE GOVERNED BY THE
CALIFORNIA EDUCATION AND PUBLIC CONTRACT CODES.

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Submission Deadline & Process:

Bids must be received prior to **March 16, 2022 at 2:00pm**

Provider to submit:

- (1) Hardcopy Proposal
- (1) Additional Hard Copy Proposals marked with the RFP number and title
- (1) USB - Electronic RFP version

Proposal shall be clearly marked: **“Response to RFP No. RFP 21-101BS (AMENDED)”**
Proposal shall be submitted to:

OAKLAND UNIFIED SCHOOL DISTRICT
DEMOGRAPHIC SERVICES
FOR BUSINESS SERVICES DEPARTMENT
Attention: PROCUREMENT DEPARTMENT
900 High Street
OAKLAND, CA 94601

Bids received later than the designated time and specified date will be returned to the proposer unopened. **Facsimile (FAX) copies of the proposal will not be accepted.**

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any irregularity in the bidding process.

Copies of the RFP/Bid documents may be obtained from **Oakland Unified School District, Procurement Department’s website** <https://www.ousd.org/procurement>, if you have specific questions or concerns regarding RFP, you may contact us by email to: procurement@ousd.org.

Publications: RFP School Watch (<https://rfpschoolwatch.com>)
OUSD Procurement Website www.ousd.org/procurement)

Posting Date: Feb 28, 2022

INSTRUCTIONS TO PROPOSERS

No proposal shall receive consideration by the Oakland Unified School District for Request for Proposal (RFP) unless made in accordance with the following instructions:

1. Deadline for Receipt of Proposals - **One (1) copy of the Proposal along with an electronic copy on USB** shall be sealed and filed with the **Purchasing Department** at 900 High Street, 2nd Floor, Oakland, CA 94603, on or before **Wednesday, March 16, 2022 at 2:00 PM.**
2. Requests for Information - Any questions relative to the proposal regarding documents, discrepancies, omissions or doubt as to meanings should be directed to the Senior Manager, Supply Chain & Logistics, Rosaura M. Altamirano at rosaura.altamirano@ousd.org. All written questions will be answered in writing, and will be made available on the District website at www.ousd.org/procurement.
3. Forms - Proposal shall be made in the format specified by the District. All items should be addressed. Numbers should be stated in figures, and the signatures of all individuals must be in longhand. The submission should be made without interlineations, alterations, or erasures.
4. Non-Collusion Declaration - Each Proposer shall return a fully executed Non-Collusion Declaration, as required by Public Contract Code section 7106, with the completed proposal.
5. Addenda - Any addenda issued shall form a part of the specifications of the RFP. If addenda are issued for this RFP, they will be posted on the District's website at www.ousd.org/procurement and the form for recognizing any addenda is part of this package. If there are no addenda issued, this form will not be required to be included in the proposal package.
6. RFP Price Form - Proposer shall return the RFP Price Form with their proposal.
7. Performance References Form - The Proposer is to furnish the names of at least three (3) agencies (preferably California Public School Districts) served by the Proposer within the past year with requirements similar to the needs of the Oakland Unified School District.
8. Cost of Preparation - All costs for preparation of proposals shall be borne by the Proposer.
9. Retention of Information - The District reserves the right to retain all proposals. The District will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

10. Withdrawal of Proposals - Any Proposer may withdraw their proposal either personally by written request, telephone conversation or email request confirmed at any time prior to the scheduled closing time for the receipt of proposals.
11. Rejection of Proposals - The District reserves the right to accept or reject any and all proposals. The District reserves all its rights and options including:
- To reject any and all Proposals that fail to meet the requirements of this RFP;
 - To accept Proposal(s) that are, in the judgment of the District, in the best interest of the District;
 - To request clarification from any Proposer;
 - To reject any and all non-responsive Proposals;
 - To waive irregularities in any Proposal that the District may elect to waive;
 - To reject all Proposals without cause;
 - To issue subsequent requests for new proposals; or
 - To discontinue discussions after commencing discussions with a Proposer, and commence discussions with other Proposer(s).
12. Proposal Exception - All exceptions which are taken to the requirements of this RFP must be stated clearly. The taking of exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the proposal. Allowance of exceptions will be determined by the District.
13. Proposal Negotiations - A proposal response to any specific item of this RFP with terms such as “negotiable”, “will negotiate” or similar, will be considered as non-compliance with that specific term.
14. Prevailing Law - In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all services to be performed under the proposal shall conform to all applicable requirements of local, state and federal law.
15. Governing Law and Venue - In the event of litigation, the proposal documents, specifications and related matter shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Alameda County.
16. Award of Contract - The Governing Board reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposals. The award of the contract, if made by the District, will be to the Proposer that is, in the judgment of the District, in the best interest of the District.
17. Duration of Contract - The District is requesting an initial service period of five (5) years. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, the contractor may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice

of termination. This shall be the only amount(s) potentially owing to the contractor if there is a termination for convenience.

18. Statement of Confidentiality - Responses to this RFP become the exclusive property of the District upon receipt. All proposals received in response to this RFP become a matter of public record and shall be regarded as public records. A Proposer may designate elements in its proposal which are defined as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary."

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the District may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the District will provide the Proposer who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

19. Bid Protest - A Proposer may protest an award if he/she believes that the award is inconsistent with Board policy, the RFP specifications, or is not in compliance with law. A protest must be filed in writing with the Associate Superintendent or designee before 4:00 PM of the third business day following the District's Intent to Award. The Proposer shall submit all documents supporting or justifying the protest. A Proposer's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

Any Proposer submitting a proposal may file a protest of the District's intent to award the Contract provided that each and all of the following conditions are met:

- The protest must be submitted in writing to the District, before 4:00 PM of the third business day following the District's Intent to Award. The initial protest document must contain a complete statement of any and all bases for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the proposal protest; any matters not set forth in the written proposal shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.
- The protest must refer to the specific portions of all documents which form the basis for the protest.
- The protest must include the name, address and telephone number of the person representing the protesting party.

Any bid protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Associate Superintendent, or such individual(s) as may be designated, shall review and evaluate the basis of the bid protest. Either the District's Associate Superintendent or other individual designated, shall provide the Proposer submitting the bid protest with a written statement concurring with or denying the bid protest within 5 working days. The Associate Superintendent or designee may also convene a meeting with the Proposer in order to attempt to resolve the protest.

The District's Board will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of an award as reflected in the written statement of the Associate Superintendent or designee. Action by the District's Board relative to an award shall be final and not subject to appeal or reconsideration by the District, any employee or officer of the District or the District's Board.

The rendition of a written statement by the Associate Superintendent or designee, and action by the District's Board to adopt, modify or reject the disposition of the award reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bid process, the District's intent to award the Contract, the District's disposition of any bid protest or the District's decision to reject all bids.

The procedure and time limits set forth in this paragraph are mandatory and are the Proposer's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

SPECIFICATIONS

RFP Contents:

Section 1	Purpose of RFP and General Provisions
Section 2	Schedule of Events
Section 3	Scope of Services
Section 4	RFP Response Format
Section 5	Proposal Evaluations

SECTION 1 PURPOSE OF REQUEST FOR PROPOSAL AND GENERAL PROVISIONS

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The Oakland Unified School District (District) operates under a locally-elected seven member Board form of government and provides educational services to grades CDC/Pre-K - Adult. The District operates eighteen (18) child development centers, forty-seven (47) elementary schools, eleven (11) middle schools, ten (10) high schools, five (5) K-8, four (4) K-12, six (6) alternative ed and other programs as well. The District serves approximately 36,886 students.

The purpose of this RFP is to seek a company that will provide the District with demographer services over the next five (5) years with annual renewal. The successful proposer will show how they will be able to provide all services outlined in the scope of services.

This document contains instructions and requirements including the format in which responsive proposals must be submitted. Proposers are urged to carefully read all sections of the RFP to ensure that the scope of required services and provider responsibilities is to be fully understood. Proposers shall provide evidence of their expertise, professional management capabilities and qualifications in all areas concerning the service.

QUESTIONS CONCERNING RFP

Any questions, interpretations or clarifications, either administrative or technical about this RFP, must be requested in writing. All written questions will be answered in writing, and will be made available on our website at www.ousd.org/procurement.

Oral statements concerning the meaning or intent of the contents of this RFP by any persons are unauthorized and invalid. All questions, technical, programmatic, or process must be directed to:

Rosaura M. Altamirano, Senior Manager, Supply Chain & Logistics
Oakland Unified School District
rosaura.altamirano@ousd.org
procurement@ousd.org

SECTION 2 SCHEDULE OF EVENTS (AMENDED)

The following schedule will be used by the District for this RFP.

DATE	ACTION
RFP Posting/First Advertisement:	February 28, 2022
Pre-Bid Conference:	March 8, 2022 @ 11:00 a.m. (Zoom link on Procurement Website)
Deadline for Questions: (Email your question to procurement@ousd.org)	March 8, 2021 @ 2:00 p.m.
Proposal/Bid Submitted to District:	March 16, 2022 @ 2:00 p.m.
Proposal/Bid Opening:	March 17, 2022 @ 11:00 a.m. (Zoom link on Procurement Website)
Proposal/Bid Scoring:	March 17, 2022 @ 1:00 p.m.
Final Award of RFP (BOE):	April 2022
Contract Start Date:	April 2022

SECTION 3 SCOPE OF SERVICES

It is the desire of the Oakland Unified School District to select a vendor that will provide demographic services that works best for our District. The Proposer should fully explain in detail their methodology to accomplish their tasks. Timelines, meetings, District responsibilities and all other important information should be included in this section with clear detail. Proposers should use this section to address the ability of Proposer's firm to undertake the project, considering Proposer's current and anticipated workload.

SECTION 4 PROPOSAL EVALUATIONS

This RFP is designed to select the Proposer that works best for the District. Proposals will be reviewed for content, completeness, experience, qualifications, price, means of providing the service and ability to provide the best solution for the District. By responding to this RFP, Proposer acknowledges that selection will be based on a comprehensive submission that meets or exceeds the District requirements and that the lowest responsible Proposer requirements do not apply.

The District reserves the right without limitation to:

- Reject any or all proposed solutions and to waive any minor informalities or irregularities contained in any submission,
- Interview one or more Proposers,
- Enter into negotiations with one or more Proposers,
- Execute an agreement with one or more Proposers based solely on the proposal and any approved additions, and/or
- Enter into an agreement with another Proposer in the event that the originally

selected Proposer defaults or fails to execute an agreement with the District.

The District reserves the right to verify any information provided during the RFP process, and may contact references listed or any other persons known to have contracted with the Proposer.

The District shall evaluate proposals based on the criteria listed below:

Proposal Responsiveness	10%
Scope of Services	40%
Proposer References	15%
Price	35%
Total	100%

SECTION 5 PROPOSAL INSTRUCTIONS AND FORMAT

INTRODUCTION

To be considered responsive to this RFP, Proposer shall submit one (1) copy of the proposal and one

(1) electronic copy on USB in the format identified in this section. All requirements and questions in the RFP must be addressed and all requested data must be supplied. The District reserves the right to request additional information that, in the District's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization and financial resources are adequate to perform the required services.

PREPARATION

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Proposals should emphasize the Proposer's demonstrated capability to perform the required service for the District. Literature describing the proposed products and services and extent of support included in the proposal should be forwarded as part of the proposal. Marketing material alone without explaining how the Proposer would provide a solution to the District would not be considered a responsive proposal.

PROPOSAL FORMAT

The proposal shall include the following elements:

PART I - COVER LETTER

The cover letter shall include a brief statement of intent to provide a solution for the District, and signature of an authorized officer of the organization who has legal authority in such transactions. The cover letter shall provide the name, position, and full contact information including telephone number and e-mail address for the individual designated as the Proposer's contact for this proposal.

PART II - TABLE OF CONTENTS

The table of contents shall identify the contents of the proposal in a format consistent with

the proposal requirements and format set forth herein.

PART III – BACKGROUND AND EXPERIENCE

The proposal shall show that the Proposer possesses the demonstrated skills and experience in specific areas of the RFP. The Proposals shall include the following elements:

- 1 Give a background of the company and detail any projects that relate specifically to this RFP.
- 2 List how long the company has been in business conducting this type of service.
- 3 Upon request by the District, a Proposer shall submit promptly to the District satisfactory evidence showing the Proposer's financial resources, the Proposer's experience in the type of work being required by the District, the Proposer's organizations available for the performance of the services and any other required evidence of the Proposer's qualifications to perform the proposed services.

PART IV – REFERENCES

The Proposer shall furnish the names of at least three (3) agencies (preferably California Public School Districts) served by the Proposer within the past year with requirements similar to the needs of the Oakland Unified School District. The Performance References Form is included in the proposal package.

PART V - NON-COLLUSION DECLARATION

Proposer shall return a fully executed Non-Collusion affidavit, as required by Public Contract Code section 7106, with the completed proposal. The Non-Collusion Declaration is included in this package.

PART VI – ACKNOWLEDGEMENT OF ADDENDA

Proposer shall acknowledge all Addenda. If there are no addenda issued, this form will not be required to be included in the proposal package.

PART VII - STATEMENT OF WORK/ACTION PLAN

The work plan shall describe how the Proposer would assist the District in reaching its goals as set forth in this RFP. The Proposer should fully explain in detail how they would work with the District and why their solution would be most beneficial to the District. Timelines, meetings, trainings, District responsibilities and all other important information should be included in this section with clear detail.

Proposers should use this section to address the ability of Proposer's firm to undertake the project, considering Proposer's current and anticipated workload.

PART VIII – SCOPE OF SERVICE

It is the intent of the District to enter into an agreement with the successful Proposer for Demographic Services. The successful Proposer will work with the District on the following topics, and will address each of these topics in their proposal.

ENROLLMENT PROJECTIONS

The successful proposer will work with the District and develop accurate enrollment projections for all District locations. The successful proposer will detail their methodology and be able to explain the process that they employ to achieve this outcome.

LOCATIONS OF STUDENTS

Working with the enrollment projection numbers, the successful Proposer will show the District where the students from every school site reside in the community by means of a graphic information system. This data will aid the District with transportation data and various other tasks.

DEMOGRAPHER PROJECTIONS

The successful proposer will detail their methodology for obtaining demographic projections for the Oakland California area and be able to explain their findings to District staff, the Oakland Unified School District's Board of Trustees and community.

FACILITY CONSTRAINTS EVALUATION

The successful Proposer will work with the Facilities department and address any facility constraints that our District faces as a result of the demographic statistics. This will come in the form of a report that supplies our Director of Facilities with recommendations from the successful Proposer, as well as meetings with appropriate staff to explain their findings and work through resolution. *(If this work is not provided by your company, please put N/A. Do not let this deter you from bidding).*

DEVELOPMENT IMPACTS

At least two times per year, or as dictated by individual developer requests, review and evaluate housing developments which are under review in the City of Oakland planning process. Advise Facilities staff as to appropriate attendance area assignments in accordance with OUSD policy.

STUDENT INFORMATION MIGRATION

Important information is available through the District's current Geographic Information System (GIS) which contains student information and District attendance area data. The system shall interface with the District's Student Information System (SIS), Illuminate software that tracks student enrollment and attendance. The successful Proposer will show how an appropriate replacement GIS system will be provided or how the current system will be retained and maintained.

STATE LAWS/MATCHING FUNDS

The successful Proposer will demonstrate expertise in the filing of eligibility and project documentation to support the District's ability to obtain state funding. The successful Proposer will demonstrate familiarity with the requirements of the State of California Department of Education, the Division of the State Architect, the Office of Public School Construction and the State Allocation Board. *(If this work is not provided by your company, please put N/A. Do not let this deter you from bidding).*

DEVELOPER FEES ANALYSIS

The successful proposer will work with the District's Facilities department and help identify areas for change. They will assist the District to identify potential changes in level 1 and level 2 developer fees and provide their recommendation to the Director of Facilities. *(If this work is not provided by your company, please put N/A. Do not let this deter you from bidding).*

PRESENTATIONS TO THE BOARD OF TRUSTEES

At a minimum as part of the contracted services, the successful Proposer will be called upon to give up to two presentations per year for the term of the contract to the District's Board of Trustees. Additional presentations may be requested by the District's Board of Trustees.

DEMOGRAPHIC SOFTWARE

The successful Proposer will provide a software solution that will adequately and accurately fulfill the demographic requirements of the District. The District would also be interested in having the ability to manipulate the data (i.e. moving boundary lines and other functions to see what effect it has on our enrollment and staffing numbers).

PART IX – RFP PRICE FORM

Proposer shall return a fully executed RFP Price Form, fully executed in accordance with the Instruction to Proposers. The fees shall include the cost of all labor, materials, equipment, supplies and space necessary.

PERFORMANCE REFERENCES

The District reserves the right to reject an offer of any Proposers who previously failed to perform properly; or complete, on time, contracts of a similar nature; or to reject the offer of a Proposer who is not in a position, in the District's opinion, to perform such a contract satisfactorily.

The Proposer is to furnish the names of at least three (3) agencies (preferably California Public School Agencies) served by the Proposer within the past year with requirements similar to the needs of the District.

Client: _____

Address: _____

Contact: _____ Phone: (_____) _____

Email: _____

Client: _____

Address: _____

Contact: _____ Phone: (_____) _____

Email: _____

Client: _____

Address: _____

Contact: _____ Phone: (_____) _____

Email: _____

ADDENDA

The undersigned acknowledges receipt of the following Addenda and the cost, if any, of such revisions has been included in your proposal. If there are no addenda issued, this form will not be required to be included in the proposal package.

Addenda _____ Dated _____
No.

Addenda _____ Dated _____
No.

Addenda _____ Dated _____
No.

Name of Proposer _____

REQUEST FOR PROPOSAL PRICE FORM

RFP 21-3201 (AMENDED) DEMOGRAPHIC SERVICES

SERVICE DESCRIPTION	ANNUAL PRICING
Enrollment Projections:	\$ _____
Locations of Students:	\$ _____
Demographer Projections:	\$ _____
Facility Constraints Evaluation:	\$ _____
Development Impacts:	\$ _____
Student Information Migration:	\$ _____
State Laws/Matching Funds:	\$ _____
Developer Fees Analysis:	\$ _____
Presentations to the Board (<i>up to 2 annually</i>):	\$ _____
Demographic Software:	\$ _____
TOTAL ANNUAL AMOUNT OF PROPOSAL :	\$ _____

ADDITIONAL SERVICES

SPECIAL PROJECTS AS REQUESTED:	\$ _____/Hour
TRAVEL:	\$ _____/Hour
ADDITIONAL PRESENTATIONS:	\$ _____/Hour
MILEAGE FEE:	\$ _____/Mile

SIGNATURE

PLEASE TYPE OR PRINT NAME

TITLE

DATE

COMPANY



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal RFP 21-101BS Demographic Services (Amended)

PowerSchool Group LLC Response

CONTACT INFORMATION

Following is our location and contact information. Should you have any questions about this response or our proposed PowerSchool solution, we would be happy to provide further information and a product demonstration.

**RFP Response
Authorized
By:** **Philip Radmilovic**
Vice President, Treasurer
(916) 288-1725
pssrfp@powerschool.com

Contacts: **Helen Benedict**
Senior Account Executive
(916) 693-3444
Helen.Benedict@powerschool.com

**PowerSchool
Corporate
Office:** **PowerSchool Group LLC**
150 Parkshore Drive
Folsom, CA 95630
www.powerschool.com

Darren Perl
Vice President, Sales – West
darren.perl@powerschool.com

PowerSchool's response is subject to the Statement of Understanding included in [appendix A](#).

This document contains TRADE SECRETS AND CONFIDENTIAL AND PROPRIETARY INFORMATION of PowerSchool Group LLC ("PowerSchool"). Sections marked "Company Confidential" or with a similar language are not to be copied, reproduced, lent, or disposed of, nor used for any purpose other than for the purposes specified herein without the express prior written permission.



“Education is the most powerful tool which you can use to change the world.”
-Nelson Mandela

Introductions



Hi. My name is Carrie Hannigan and I am a Proposal Manager with PowerSchool. I am responsible for working with our dedicated team members and subject matter experts to ensure the response provided to you meets your specifications and clearly highlights the value of PowerSchool. I want to wish you much success with this project.



Hi. My name is Helen Benedict and I am your Account Owner and dedicated contact. I have been actively involved in providing direction and input to ensure our response best aligns to your objectives and goals. I will be with you every step of the way on this journey and thank you for putting your trust in me. Please reach out if you have any questions. I can be reached at Helen.Benedict@powerschool.com or (916) 693-3444.

Part I: Cover Letter

March 16, 2022

Rosaura Altamirano, Sr. Manager
Oakland USD
900 High Street, 2nd Floor
Oakland, CA 94601

PowerSchool Group LLC
150 Parkshore Drive
Folsom, CA 95630
www.powerschool.com

RE: RFP 21-101BS Demographic Services (Amended)

Dear Ms. Altamirano,

PowerSchool is pleased to respond to Oakland Unified School District's (OUSD) Request for Proposal (RFP) for Demographic Services. To exceed your requirements, PowerSchool is proposing PowerSchool **Predictive Enrollment Analytics** solution, which includes both software and services to meet your project's goals now and for years to come.

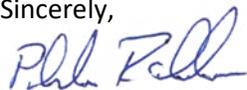
PowerSchool recognizes the significance of OUSD's project, as your district faces unprecedented enrollment challenges that will span for the next five to ten years. As noted in the RFP, OUSD seeks a partnership with a vendor who "will provide demographic services that works best for our District." While we will bring our 20+ years of experience working with K-12 districts, including many in California, to your project, our first steps will be to meet with your stakeholders to fully understanding your unique needs and situation. Enrollment projections are based on a variety of factors and challenges that are different for every district, so we tailor our services to meet your needs.

Further, timeliness is key to the success of this project. You need enrollment information now so as to start planning for the future. As such, our services start within a week after the kickoff call and includes importing data into our software so you are up and running as quickly as possible.

Founded over 25 years ago, PowerSchool currently supports over 45 million students and 13,000 school and district organizations across the nation and in more than 80 countries around the world. PowerSchool acquired Hoonuit in 2020, which included our Predictive Enrollment solution formerly known as DecisionInsite—an enrollment analytics solution that has proven successful throughout the United States for 17 years.

As a company who shares the District's passion for student success and community collaboration, PowerSchool is excited to support this important initiative. As a next step, you can reach out to your dedicated contact, Helen Benedict, at Helen.Benedict@powerschool.com or (916) 693-3444.

Sincerely,



Philip Radmilovic,
Vice President, Treasurer

Executive Summary

Meeting the Goals of OUSD

Oakland Unified School District's (OUSD) mission to *"build a Full Service Community District focused on high academic achievement while serving the whole child, eliminating inequity, and providing each child with excellent teachers, every day"* is represented in your RFP for demographic services. Through a long-term partnership with PowerSchool, we can help you realize your goals and continue to support your mission. Below, we have briefly summarized your goals and how benefits of our solution align with those goals.

OUSD Goal: Obtain reliable enrollment projections in a timely manner to drive well-informed decision making.

Predictive Enrollment Analytics Solution combines enrollment forecasting, housing development data, boundary consultations, school capacity, and student yield studies with our proprietary enrollment analytics platform, to help educators gain the insights needed to make important decisions. We are committed to helping OUSD move from analyzing data to understanding your data, which means that district stakeholders will spend more time making decisions about how to best meet the needs of their students.

OUSD Goal: Partner with an experienced vendor to help guide and support the project.

PowerSchool has worked with school districts of all sizes in various parts of the United States—including California districts—and in growing, declining, and stable urban or rural communities. This history provides us with the expertise to do the work required and the skills and foresight to navigate through the complexities that school districts often face. Additionally, PowerSchool embraces an open and transparent process to work with members of the community, staff, and the governing board.

OUSD Goal: See results of the project quickly so as to start making data-driven decisions that impact upcoming school years.

Predictive Enrollment Analytics Solution implements quickly by importing data from your Student Information System. With our solution, the attendance boundary change process is streamlined with the right tools and analytics to simulate scenarios and see the impact in real-time. Additionally, an expansive set of interactive geo-spatial tools, paired with comprehensive data sets, enables you to understand the geographic context of student segments such as ELL, free and reduced lunch populations, special education, and more.

PowerSchool Solution

PowerSchool has thoroughly reviewed the requirements of the RFP and is proposing **Predictive Enrollment Analytics** solution and services (formerly known as Hoonuit and DecisionInsite).

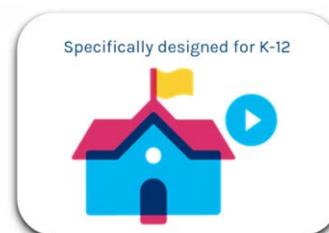
Gone are the days of paper enrollment projection reports. OUSD needs realistic information on past, present, and future enrollment patterns, along with how that information relates to district operations. Through our comprehensive blend of enrollment projections, demographic data, professional expertise, and technology, OUSD will reveal solutions to enrollment-related challenges.



Our proposed solution includes the following key components:

- **Powerful Algorithm:** Bring your total enrollment picture into focus with a unique forecasting model that’s inclusive of open enrollment, inter- and intra-district transfers, out-of-district enrollment, and permit trends.
- **Integrated Query Tools:** Gain comprehensive views of enrollment projections as well as historical enrollment data with information management and analytical tools. Enable OUSD administrators to conduct year-round analysis to stay a step ahead on school and district planning.
- **Analyst Expertise:** Generate both district-wide and grade-level enrollment projections with our team of projection analysts. Identify trends and changes so you can adjust and update your forecasts quickly.
- **Geo-visualization:** Bring data to life by combining interactive geographic analysis tools with a comprehensive data model to make decisions using clear insights, such as where to place wi-fi hotspots across your community.

Our proposal clearly demonstrates the benefits of using this solution and our services. To further highlight its strength and value, we are providing the following video:



Predictive Enrollment Analytics Overview

<https://bit.ly/3tTcX2N>



Evaluation Criteria

OUSD outlined the evaluation criteria for this proposal and PowerSchool meets each one, as summarized below with cross-references to details in the proposal.

District Criteria	PowerSchool Response
Proposal Responsiveness	PowerSchool has provided an entirely responsive proposal, which includes technical details about our services and software solution, along with required forms.
Scope of Services	PowerSchool can address almost all of your project’s needs, and we are qualified to provide additional services for future projects, as needed. While Part VIII details our capabilities, Part VII details our approach and timing for the project. We are dedicated to building a long-term partnership with OUSD through our expert services and intuitive software.
Proposer References	PowerSchool has provided three California-based references, as seen in the References section of our proposal. Additionally, we have many long-term customers in California, along with other locations throughout the United States.
Price	After careful review of the project requirements, we have identified the software and services that will meet or exceed your objective. Pricing is inclusive of all our proposed software and services; in Part IX of our proposal, we have provided a total for Year 1, per the requirements.



"The [Predictive Enrollment] tool gives us the ability to organize and analyze data in whole new ways. Instead of finding trends in graphs or charts, we are discovering them visually in maps of our neighborhoods."

Joel Rabin, Assistant Superintendent, Natomas Unified School District

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Part III: Background and Experience

20+ Years of Innovation. PowerSchool has a successful history of leading the education technology industry. Established in 1997, our commitment to providing educators the best tools to help students succeed has fueled our passion to unite educational technology into one, easy-to-use solution. During our long history of innovation, we have made significant investments in the development of our solutions to eliminate traditional technology silos. The results have streamlined administrative processes and informed classroom instruction with comprehensive data.



<https://bit.ly/2ZDbphW>

Click the link below to access videos on PowerSchool TV or navigate to

<https://www.youtube.com/PowerSchool1>



At PowerSchool, our mission is to power the education ecosystem with unified technology that helps educators and students realize their potential, in their way. What this means for our Districts is a strong partnership with a passionate, growing company of 3,000 employees -- including more than 600+ developers -- dedicated to your goals, objectives, and success.

PowerSchool is fully committed to meeting your technical requirements and support of your needs. PowerSchool representatives will provide local assistance with technical issues and expert advice along with first-hand knowledge of the education landscape. With a large portion of our staff coming from the education field, they are not only experts with our technology but also have the experience needed to fully understand the individual needs of educators.

Prior to being acquired by PowerSchool in 2020, our proposed services and solution has been supporting education agencies throughout the United States since 2004. As enrollment impact specialists, we have worked extensively with Districts to addressing situations including growing/declining enrollment, boundary configuration, school consolidation, new school opening, new housing development impact, grade configuration changes, open enrollment impact, enrollment data visualization, and all other challenges school districts face in relation to the impact of enrollment.

We bring commitment to accuracy and client satisfaction as well as decades of experience working both inside and outside of school districts. PowerSchool sets a high standard for the quality of the projections we provide, and we regularly exceed those standards. On top of the quality of the projections, we provide a premier web-based application to analyze and present information on the dynamics of the communities served by the district.

We have worked with school districts of all sizes in various parts of the United States—including California districts—and in growing, declining and stable communities. This history provides us with the expertise to do the work required and the skills and foresight to navigate through the complexities that school districts often face. PowerSchool embraces an open and transparent process to work with members of the community, staff, and the governing board.

California Knows PowerSchool



PowerSchool is focused on meeting the needs of all stakeholders in California. According to Russel Ng, Director Student Information Systems, Alliance College Ready Public Schools, Los Angeles, CA, *“The great thing about PowerSchool when it comes to state reporting is that they’re always on top of the changes so that they’ll be ready for reporting timelines... when an issue is raised, they do take it very seriously to meet any bugs or updates to the ever-changing state compliance rules.”*

With our headquarters in California, we are committed to moving education forward throughout the state. One way we are doing this is through partnering with Microsoft to support

tomorrow’s teachers through the [PowerSchool and Microsoft Digital Learning Lab](#) at University of California, Davis School of Education. This new facility gives UC Davis students access to the training and tools they need to prepare for their future careers in the teaching profession. For more information about our partnership with California educators, see the following website:

<https://www.powerschool.com/california>

Unified Solution – Changing the Way K-12 Districts Operate

PowerSchool is the only unified platform that delivers a modern, cloud-based suite of solutions purpose-built to help administrators, teachers, students, and parents drive better student outcomes. PowerSchool’s unified technology connects the back office, classroom, and home with industry-leading solutions — providing comprehensive insights to inform data-driven and student-driven decisions that ultimately power student success. PowerSchool provides easy-to-use tools that:



- Increase student and parent engagement
- Deliver personalized, equitable student learning & growth
- Drive operational excellence
- Lower total cost of ownership
- Provided predictive & prescriptive analytics
- Deliver data-driven instruction
- Empower educators and maximize staff productivity
- Use SSO for all solutions
- Improve student data security

Part IV: References

PowerSchool has been implementing and managing innovative technology solutions since 1997. We currently support over 45 million students globally, including over 70% of students in North America.



PowerSchool recognizes the need for potential customers to have reference sites that they can contact to obtain factual information concerning **PowerSchool Predictive Enrollment Analytics** solution (formerly known as Hoonuit and DecisionInsite) and related services. Therefore, we have provided a list of references below. For case studies from a variety of districts, see [appendix C](#).

The following page includes contact information for our references, as represented on form provided in the RFP.

PERFORMANCE REFERENCES

The District reserves the right to reject an offer of any Proposers who previously failed to perform properly; or complete, on time, contracts of a similar nature; or to reject the offer of a Proposer who is not in a position, in the District's opinion, to perform such a contract satisfactorily.

The Proposer is to furnish the names of at least three (3) agencies (preferably California Public School Agencies) served by the Proposer within the past year with requirements similar to the needs of the District.

Client: Capistrano Unified School District

Address: 33122 Valle Road, San Juan Capistrano, CA 92675

Contact: Clark Hampton Phone: (949) 234-9211

Email: Cdhampton@capousd.org

Client: Gilroy Unified School District

Address: 7810 Arroyo Circle, Gilroy, CA 95020

Contact: Alvaro Meza Phone: (669) 205-4080

Email: alvaro.meza@gilroyunified.org

Client: West Contra Costa Unified School District

Address: 1400 Marina Way, South Richmond, CA 94804

Contact: Ellen Mejia Hooper Phone: (510) 307-4545

Email: ellen.mejiahooper@wccusd.net

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Part V: Non-Collusion Declaration

The following page includes PowerSchool's executed non-collusion declaration form.

Part VI: Acknowledgement of Addenda

The following page includes our acknowledgement of addenda released by our production date of March 11, 2022. Any addenda released after that date will be acknowledged via email.

ADDENDA

The undersigned acknowledges receipt of the following Addenda and the cost, if any, of such revisions has been included in your proposal. If there are no addenda issued, this form will not be required to be included in the proposal package.

Addenda 1 Dated 2/25/2022
No.

Addenda 2 Dated 3/10/2022 (Questions & Answers)
No.

Addenda Dated
No.

Name of Proposer PowerSchool Holdings LLC

Part VII: Statement of Work/Action Plan

PowerSchool has developed the most sophisticated and efficient enrollment projection engine available for school districts. We have an experienced team consisting of projection analysts, programmers, and consultants in place. These capabilities combined with our team production approach means that we complete projects for our clients in an expeditious and timely manner, without sacrificing accuracy.

The following section provides an overview of the process and proposed solution, along with extensive details. PowerSchool will be your enrollment experts throughout this project and beyond, which means we will help you every step of the way and explain data results in a way that you can then pass on to your stakeholders. Additionally, with our platform, you will have access to up-to-date data whenever you need it.

Project Plan Overview

PowerSchool provides schools and districts with a total project support services, including software implementation. This is a comprehensive package of services delivered by an experienced team of product, technology, and education experts, designed so that your PowerSchool project meets your unique needs and expectations.

At PowerSchool, we approach each project as a relationship with our customer. Our long and successful history in education has come by establishing and maintaining positive relationships with state departments of education, school customers, and their agents. To build trusting relationships, we establish clear expectations, maintain open communication, and deliver on time and within budget. Our project approach focuses on the achievement of the customer-defined objectives by delivering quality services that utilize and maximize resources effectively and efficiently during the planning, development, and implementation. Below is a sample timeline for our proposed project.



District Enrollment Projections' Components

These are the elements PowerSchool relies on when determining district enrollment projections.

Studyblocks: For demographic analysis and enrollment projections, the district is divided into study-blocks. Sometimes equivalent to an elementary attendance area or a census block group, a study-block serves as the basis for the analysis of students served by the district and by schools. Studyblocks typically encompass 500–1000 students.

Kindergarten Enrollment: The projected kindergarten enrollment is a key variable in projecting K–12 enrollment. The base kindergarten projection is determined by the trend of kindergartners served in each study-block in the previous three or four years. Depending on the circumstances, a growth trend in kindergarten enrollment may be capped. Steep straight-line trends are mathematically moderated to avoid unrealistic results.

Live Births: The base kindergarten projection may be adjusted to reflect possible influences of live births. Where a trend of live births across recent years in a given zip code can be documented, the base kindergarten projection for study-blocks in that zip code is adjusted accordingly.

School Capacities: School capacities provided by the district are compared to projected enrollments. A Special Day Class (SDC) student is calculated by default as requiring one seat. These defaults can be changed, if needed; for example, if SDC classes are formed at 10 and occupy a typical classroom space, the default could be set to three seats per SDC student.

Students in the Projections: Enrollment projections are limited to typical K–12 students. SDC students are projected as a stable percentage of the typical population. Excluded from the projections are pre-kindergarten, adult high school, home school, adult education, and independent study programs.

Attendance Boundaries: Attendance boundaries are assumed to remain constant, unless otherwise noted by the district.

Closed Schools: Opportunities for open enrollment (intra-district) are assumed to remain unchanged, unless otherwise noted by the district.

Inter-district Enrollment: Students enrolled from other school districts are treated in aggregate as a single or limited number of study-blocks. Kindergarten students, the low middle school grade, and the low high school grade from this study-block(s) are projected to the extent they exist in the most recent year. Existing out of district students are aged through the grades. Draw rates are assumed to be constant.

Cohort Change of Students Served by the District: Cohort percentage changes are calculated in order to assure sensitivity to perennial changes in students served by the district as they age from one grade level to the next. If every cohort were stable as it ages, the cohort percent change from one grade to the next in each study-block would be calculated as 100%. For each study-block, a cohort weighted average percent change over a defined number of years is calculated based on the change in the enrollment served as it ages from the previous grade level. Average cohort percentages above 100% might, for

example, reflect students returning from private schools. Cohort percentages below 100% might reflect drop-outs. Steep straight-line trends are mathematically moderated to avoid unrealistic results.

Growth study-blocks are those showing unusually high increases in elementary grade enrollment and/or cohort percent change in recent years—due, typically, to new housing development. Once growth study-blocks are identified, their default cohort percent change rate is set to “1” so as not to over-project new residential growth. By default, growth is not predicted to continue unless new occupied dwelling units are projected. Exceptions to the default are made at grade 1, the low middle school grade, the low high school grade, and grade 12. Cohort changes can be adjusted as necessary. Manipulation of cohort percentages is used, for example, to reflect changes in inter-district transfers due to policy changes in sending or receiving districts.

Residential Development Impact: The predicted impact of residential development on district enrollment is based on three factors, as described below.

1. *Dwelling Units*—New dwelling units are categorized into three housing types: Single Family Detached, Single Family Attached, and Multifamily. Developers and builders are contacted for information relative to their annual plans for occupancy of new dwelling units. The conservative projection adjusts the developer stated phasing by stretching the units in a given project across more years.
2. *Student Generation*—Student generation rates are determined for each product type for each level: elementary, middle school, and high school. These generation rates can also be varied by year or by project. Student generation rates are based on similar products types where such exist; otherwise, a default generation rate is used.
3. *Grade Level Distribution*—For each level, students generated by new dwelling units are distributed across grade levels. These percentages are based on historical patterns where they exist; otherwise, default percentages are used.

By-School, By-Grade Projections’ Components

These are the elements involved in distributing across the schools the students projected in the district enrollment.

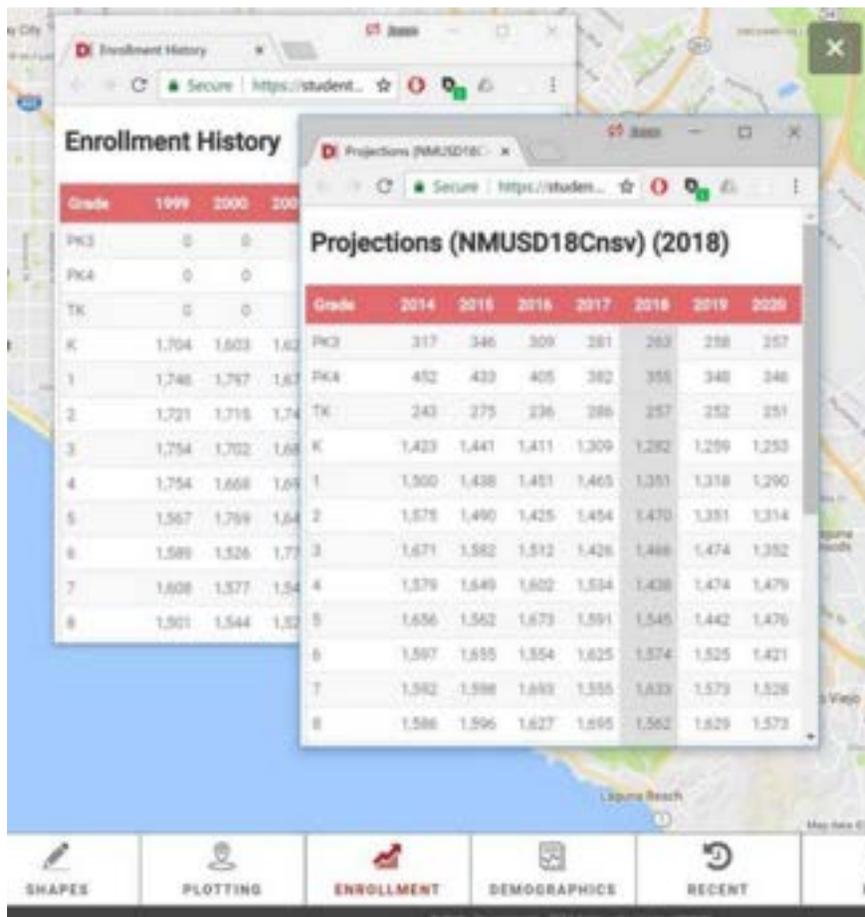
School Draw Rates: Projecting enrollment at the school level is based on the concept of a school draw rate, i.e., the percent of students from a given study-block who enroll in a given school at its lowest grade. Draw rates reflect the impact of open enrollment within a district. For example, if one-half the sixth-graders from a given study-block enroll in a particular 6–8 middle school, that school has a draw rate of 50% from that study-block. The draw rate for the most recent year is applied by default to the projected district enrollment for that grade from a given study-block. The draw rate ages with the cohort. In this way, if the underlying cohort changes, the number of students enrolled at the school will change accordingly.

Draw rates can be adjusted as necessary. Manipulation of draw rates is used, for example, to project the impact of changes in attendance boundaries, the impact of closing a school to open enrollment, or opening a new school.

Intra-district Transfers: Grade-level transfers within or across schools are included in the projections to accommodate fluctuations like retention, transfer to continuation school, or any other special programs a district may offer that result in students changing schools at other than the typical grade configuration shifts. Transfers are calculated by applying the percent of a grade level population at one school that is transferred in the following year to another school or continued at the same grade level at a given school in the following year.

Enrollment Projection Methodology

PowerSchool’s analyst team will engage and interact with OUSD stakeholders to identify issues and ensure accuracy while our analysts leverage the capabilities of the **PowerSchool Enrollment Predictions Analytics** application to produce highly accurate forecasts for our clients. Completed enrollment forecasts are deployed to our clients via our Enrollment Analytics platform, as seen in the graphic, and the integrated projections enable a host of calculators, tools, and analytical reports that allow district leaders to truly understand and create realistic “what if” scenarios. **Unlike static enrollment projection reports, our enrollment forecasts are dynamic, interactive, and accessible for further analysis anytime.**



GeoVisual Platform. Sample screen of enrollment projections report within our software.

We will provide for two, 10-year, by-school, by-grade, enrollment forecasts, which is a moderate forecast suitable for facility planning and a conservative forecast suitable for fiscal and staffing planning.

Based on student data supplied by OUSD, every student is geo-coded and our projections begin at the student level. The district's geography is divided into small areas called study-blocks. Two unique projections are created for each elementary attendance area and the data is aggregated up to arrive at the middle school, high school, and district-wide projections. The two projections consist of a moderate projection—used for facilities planning—and a conservative projection for fiscal and staffing planning.

A unique and very powerful element of our projections is that the realities of open enrollment, out of district enrollment, and other non-home school attendance are included in each projection and this data is available for our clients to analyze.

Enrollment projections are based on two critical factors: the student and school data supplied by the school district and the mathematical formulas that are applied to these data. Projections fundamentally look at recent history as reflected in the student data and assume that past patterns and trends will continue into the future. A range of unpredicted anomalies can cause reality to vary from the historical patterns. These include, but are not limited to, unusual changes in the economy, mortgage interest rates, the housing market, the job market, residential development plans, rental rates, etc.

PowerSchool takes great care in preparing enrollment projections. Known changes made by the district that interrupt the historical patterns, such as changes in attendance boundaries, or closing a school, can be accommodated in the projections. However, anomalous changes that occur between the last set of student data and the first projections are not reflected in the projections.

Four major factors drive district-wide student enrollment projections. These include:

- Recent kindergarten enrollment trends—modified by live birth data
- Changes in the grade level cohorts of students served as it moves across the years
- Changes in out of district enrollment
- Changes in the number of dwelling units within the district

Districtwide projections are disaggregated to school projections based on the historical patterns of school draw rates and school-to-school transfers.

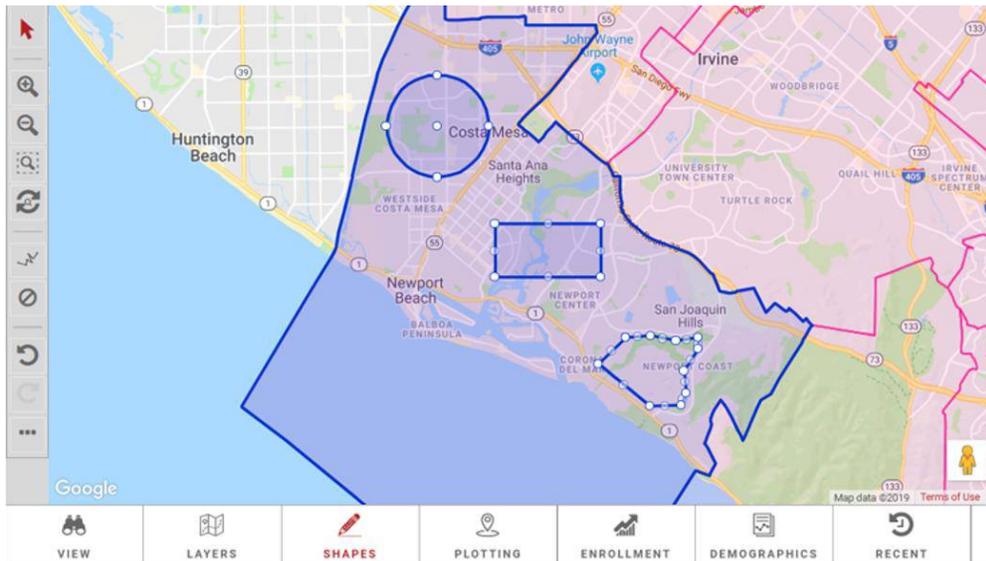
Enrollment Projection Accuracy

PowerSchool's enrollment forecasting methodology and the accuracy of our projections have been validated by the hundreds of annual forecasts we produce for our clients. We perform Project Variance analyses for our multi-year agreement districts—comparing our enrollment projections with actual attendance data for that school year. Over the last five years we have upheld our standard of achieving accuracy within less than 1% deviance from the actuals. By providing moderate and conservative projections, we are confident that the real attendance numbers will fall in-between these high and low parameters, even when looking forward to years 5-10.

PowerSchool Predictive Enrollment Software

Our comprehensive blend of enrollment projections, demographic data, professional expertise, and technology reveal solutions to enrollment-related challenges. With our solution, district stakeholders will have year-round access to technology specifically designed for K-12 enrollment data. Highlights of this solution include:

- Rely on intuitive drawing tools to design custom maps
- Create future boundary scenarios to project new attendance areas
- Drill into granular student data and display specific groups of students through filter features



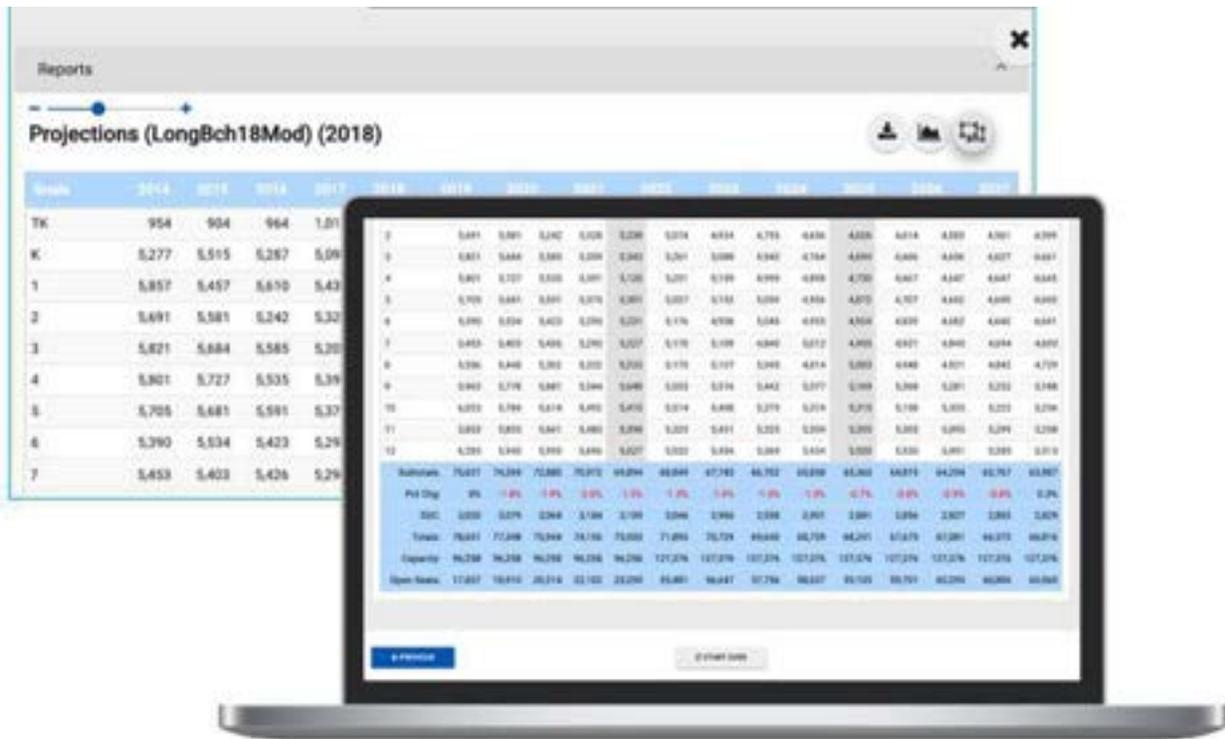
PowerSchool Enrollment Analytics. Sample screen of shapes tool for creating boundary scenarios.



PowerSchool Enrollment Analytics. Sample screen of plotting tool.

PowerSchool’s proposed solution supports the following use cases—giving stakeholders access to information that drives effective decision making:

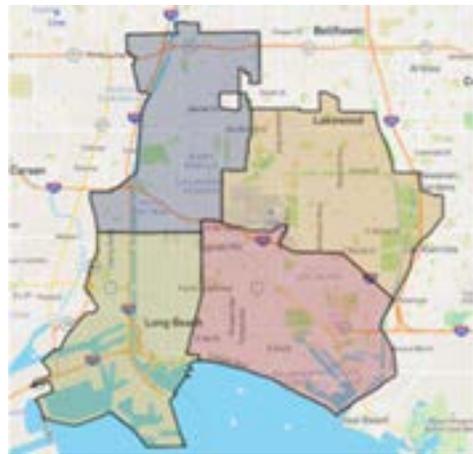
- **Enrollment forecasts:** Understand your district and create realistic what-if scenarios that are dynamic, interactive, and accessible for further analysis.
- **New housing studies:** Our team will discover how many units and what type of housing is being built, when the homes will be occupied, and how many students you might expect.
- **Boundary consulting:** Every boundary engagement is unique and crafted to meet the needs of the client.
- **School capacity studies:** Analyze capacity values against enrollment forecasts to gain insights into how future growth may affect your district.
- **Student yield studies:** Our consulting process quantifies the number of students gained from new housing. We then produce district-specific student generation ratios that can be applied for other developments in the future.
- **School locator:** Our solution provides an easy and fast way for parents, realtors, and community members to find the schools that serve specific areas via your district website.



Part VIII: Scope of Service

The following section includes the list of topics from the RFP and our capabilities to provide the requested services and software. Please note that PowerSchool has the expertise and capacity to work on other related projects not listed here, as we are open to learning about your future projects as well.

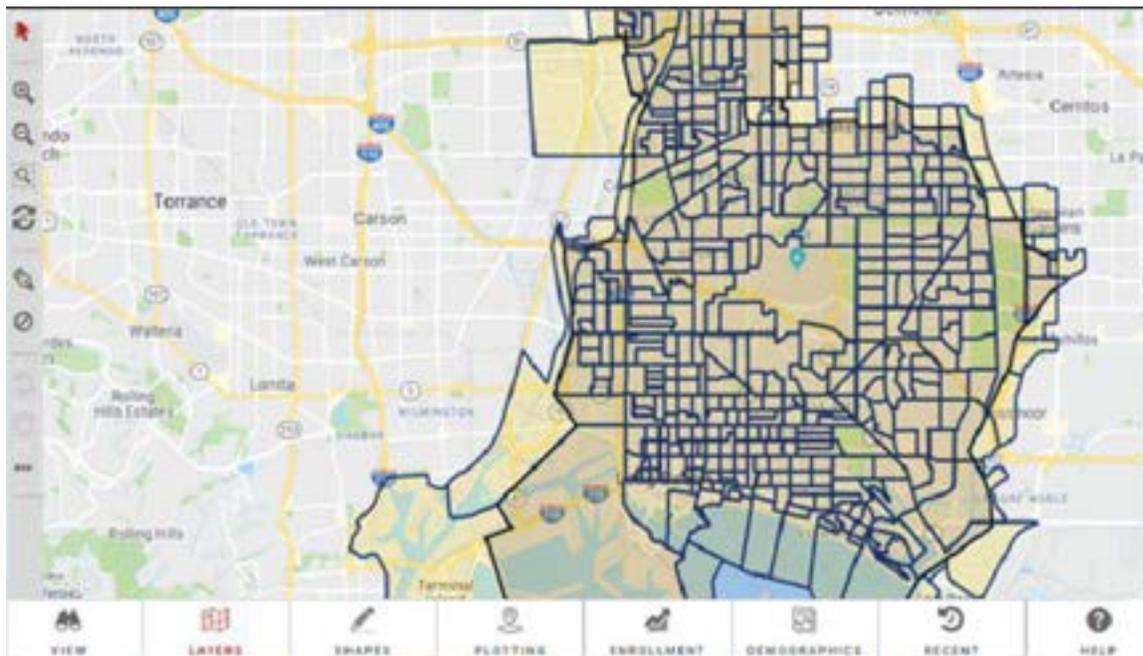
- Enrollment Projections:** PowerSchool will generate two 10-year enrollment forecasts for OUSD. These projections are by-school, by-grade projections. The projections are generated annually each year OUSD remains a client. Our enrollment projection methodology is inclusive of intra and inter district transfers. Additionally, the impact from new housing development is also factored into the enrollment projections. PowerSchool has extensive experience generating enrollment forecasts for districts across the United States. PowerSchool's team of enrollment projection analysts generate more than 200 sets of enrollment projections on an annual, ongoing basis.
- Locations of Students:** PowerSchool's Predictive Enrollment Analytics solution includes our proprietary **GeoVisual** platform, which allows both PowerSchool analysts and OUSD staff to visualize all or any students using a variety of student data points. For example, student attendance patterns can be easily identified and quantified. Further, the included reporting capabilities support deep analysis around school attendance patterns. The integration of our GeoVisual platform with our enrollment projection engine enables us to project enrollment for each school site inclusive of inter and intra district transfers.
- Demographer Projections:** OUSD will also have complete access to our team of researchers and analysts. Our team is available to interact with OUSD staff in order to better understand our methodology and enrollment projection findings. Our team is also available to present at board meetings or community meetings, as needed. Our methodology is described in [Part VII](#).
- Facility Constraints Evaluation:** Our proposed software solution can help identify the impact of current student enrollment on facility capacity, whether at-capacity, nearing capacity, or not utilizing enough of the facility to remain open. The software allows users to create and move school boundaries within the district to help see the impact on facilities if implementing those changes.
- Development Impacts:** PowerSchool has a team of researchers who are dedicated to gathering data around new housing developments that may impact OUSD's future enrollment. This team conducts ongoing new housing research on behalf of our district clients, including interacting with city



GeoVisual Platform. Sample screens from our demographic software.

planning agencies and developers directly. Included in this research is a comprehensive report of the findings and detailed reporting, which can be viewed by each individual project, by geographic area, or by school(s) impacted. OUSD can view enrollment forecasts with the impact of new housing included or excluded.

- **Student Information Migration:** PowerSchool's Predictive Enrollment Analytics solution has an API interface with Aeries Student Information System, which means the importation of student data can be automated. We also can integrate with Illuminate software. Our platform will import any shapefiles generated in a GIS platform.
- **State Laws/Matching Funds:** We do not support these services at this time.
- **Developer Fees Analysis:** We do not support these services at this time.
- **Presentations to the Board of Trustees:** Included in the proposed fees are two presentations to the board of trustees. Additional presentations are available if requested by OUSD.
- **Demographic Software:** Our solution includes access to our cloud-based proprietary demographic software. Designed specifically for K-12 education, OUSD leaders can rapidly access the data and understanding they need to implement sound administrative policies. The platform has the most sophisticated boundary analysis tools available to educators. As such, unlimited numbers of boundary scenarios may be created and users can generate custom 10-year enrollment projections on the fly, based on each boundary scenario..



Predictive Enrollment Analytics. Sample screen of solution.

Part IX: RFP Price Form

The following page includes our executed price form from the RFP. Additionally, we have provided pricing details.

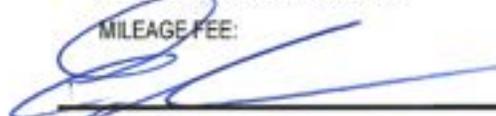
REQUEST FOR PROPOSAL PRICE FORM

RFP 21-3201 (AMENDED) DEMOGRAPHIC SERVICES

SERVICE DESCRIPTION	ANNUAL PRICING
Enrollment Projections:	\$ <u>Included</u>
Locations of Students:	\$ <u>Included</u>
Demographer Projections:	\$ <u>Included</u>
Facility Constraints Evaluation:	\$ <u>Included</u>
Development Impacts:	\$ <u>Included</u>
Student Information Migration:	\$ <u>Included</u>
State Laws/Matching Funds:	\$ <u>N/A</u>
Developer Fees Analysis:	\$ <u>N/A</u>
Presentations to the Board (up to 2 annually):	\$ <u>Included</u>
Demographic Software:	\$ <u>44,632.06</u>
TOTAL ANNUAL AMOUNT OF PROPOSAL :	\$ <u>44,632.06</u>

ADDITIONAL SERVICES

SPECIAL PROJECTS AS REQUESTED:	\$ <u>225.00</u> /Hour
TRAVEL:	\$ <u>225.00</u> /Hour
ADDITIONAL PRESENTATIONS:	\$ <u>225.00</u> /Hour
MILEAGE FEE:	\$ <u>N/A</u> /Mile

 <hr style="border: 0; border-top: 1px solid black;"/> <p>SIGNATURE</p>	<p>Eric Shander</p> <hr style="border: 0; border-top: 1px solid black;"/> <p>PLEASE TYPE OR PRINT NAME</p>
<p>CFO</p> <hr style="border: 0; border-top: 1px solid black;"/> <p>TITLE</p>	<p>3/8/2022</p> <hr style="border: 0; border-top: 1px solid black;"/> <p>DATE</p>
<p>PowerSchool Holdings LLC</p> <hr style="border: 0; border-top: 1px solid black;"/> <p>COMPANY</p>	

Pricing Details

On-Going PowerSchool Subscription/Maintenance & Support fees are invoiced at then current rates & enrollment per terms of the Main Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases.

The services pricing is based on the scoping and level of services as best understood by PowerSchool at the time of this response for standard implementation services. The pricing in the definitive agreement may be modified based on any scoping adjustments as agreed to by the parties during final negotiations. In addition, services hours are reviewed annually for appropriateness based on the client's requirements and desired initiatives.

Often, clients request customization to standard services modules and/or the addition of complete custom services modules. (Standard implementation is defined as the services required to implement the software and to keep the software running in an up-to-date fashion.)

Unless specifically stated otherwise, PowerSchool assumes that our standard Main Services Agreement is the basis for the final agreement (see [appendix A](#)).

Standard training is generally included. However, the District may request additional training to optimize adoption.

Any required sales, use or similar taxes will be invoiced in addition to the amounts as included.

All of the PowerSchool solutions and services (including those listed as optional or those currently in development) may be procured through this RFP should the District be interested in the expanded functionality that we offer. Pricing and scope of services for our optional modules is provided upon request.

Appendices

In this section we have provided the following documents:

- [Appendix A](#): Statement of Understanding
- [Appendix B](#): Other Solutions Provided by PowerSchool
- [Appendix C](#): Case Studies

Appendix A: Statement of Understanding

STATEMENT OF UNDERSTANDING

PowerSchool Group LLC or PowerSchool Group ULC (“**PowerSchool**”) welcomes the opportunity to respond to this Proposal as dated on the cover of the Proposal Response. PowerSchool’s responses to this Proposal have been prepared in accordance with PowerSchool’s understanding of the requirements provided in the Customer Proposal.

This proposal contains confidential information of PowerSchool. Such information is not generally available to the public and disclosure would cause substantial harm to PowerSchool. In consideration of receipt of this response document, Customer agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for the evaluation of its contents.

All information contained in this proposal represents PowerSchool’s best estimates. PowerSchool submits this proposal based on the understanding and condition that the Customer and PowerSchool will have the opportunity to mutually discuss, clarify, and agree upon the specific scope of services, deliverables, pricing, schedules, responsibilities allocation, assumptions, and definitive contract terms (including legal terms and conditions) applicable to the services described in this Proposal prior to finalizing the agreement between the parties.

Also included is the standard PowerSchool Master Services Agreement which can be found here: [PowerSchool Main Services Agreement](#) (“PowerSchool Agreement”) under which PowerSchool proposes to do business with Customer if awarded this contract. PowerSchool proposes that the Customer, as contracting on behalf of the LEAs within the Customer’s State, would deliver the attached Exhibit A to said LEAs, thereby affirming the LEAs agreement to the terms of the PowerSchool Agreement when utilizing the Licensed Product or Services. Except as otherwise expressly provided in a final, definitive written agreement by and between the parties, any other terms or conditions, whether express or implied, including, without limitation to, the terms and conditions provided in the Customer Proposal PowerSchool’s response thereto, or any other written or oral communications, are specifically rejected by PowerSchool.

If the Customer and PowerSchool have an existing contractual relationship, PowerSchool is confident that the parties can reach a similar agreement with limited additional negotiations. PowerSchool has a long history of successfully contracting with a wide variety of public and private institutions throughout the world. As is evidenced by PowerSchool’s extensive client base, through good faith negotiation, PowerSchool has been able to reach common ground on terms and conditions that address a wide variety of concerns and mandates set forth by the respective institutions. PowerSchool has every confidence that in the instant case, all terms and conditions will be negotiated to the satisfaction of both parties.

In addition to the PowerSchool Agreement, and without limiting its right to negotiate other provisions to which PowerSchool takes exception, PowerSchool specifically responds to the following specific terms (if included) in Customer’s Proposal, which PowerSchool takes exception to, adds, or modifies:

Neither PowerSchool or Customer may make any assignment of the resulting agreement or any interest therein, by operation of law or otherwise, without the prior written consent of the other; provided, however, that PowerSchool may assign its rights and obligations under the resulting agreement without the consent of the Customer in the event of a sale, merger, acquisition, and/or transfer of control of all or substantially all assets related to the resulting agreement to ensure that PowerSchool can comply with any and all potential confidentiality terms and/or conditions set forth in said conveyance of PowerSchool.

PowerSchool proposes limiting the indemnification to the extent that losses and/or damages incurred by the Customer are caused by a claim that PowerSchool has infringed upon the intellectual property of another in providing PowerSchool’s products or services to the Customer, as this is typically the primary concern for most of PowerSchool’s customers utilizing PowerSchool’s products and services.

PowerSchool requests to reserve the right to recover losses resulting from any delay, amendment, modification, breach, and/or termination of the Agreement by the Customer, and as such, Customer may not be subject to a provision that limits Customer's ultimate liability under the Agreement.

If the Proposal includes a cooperative purchasing option, PowerSchool does not typically agree to this option, the disclosure of the pricing of any other customer, and/or guarantee a pricing model that will equate to any other PowerSchool customer. While PowerSchool welcomes the opportunity to do business under a resulting contract with other eligible entities, the pricing included in this proposal will be subject to change based on each entity's unique circumstances, including but not limited to, enrollment, complexity of implementation, and or additional services required.

PowerSchool's products and services are based on a model that works best when utilized throughout the entire year, and as a result, PowerSchool does not agree to allow the Customer to terminate this agreement for any reason/at any time. PowerSchool requests that the Customer consider the right to terminate for cause an equitable solution.

PowerSchool does not disclose the specifics of any particular dispute as a matter of policy. However, there is no dispute or legal action currently outstanding that, in PowerSchool's opinion, would materially impact PowerSchool's ability to fulfil any of PowerSchool's present or anticipated contractual obligations with respect to the products and services proposed in PowerSchool's bid.

PowerSchool is financially healthy, and we continue to invest in our company through research, innovation, and improvement of our products, processes, and services. Our many years of successful solution deployments, coupled with our comprehensive functionality and stability, make PowerSchool a reliable long-term partner for this and future projects. The link below presents, as of the dates and for the periods indicated, (1) the summary historical consolidated financial and other data for Holdings LLC and its consolidated subsidiaries and (2) the summary unaudited pro forma financial data for PowerSchool Holdings, Inc. and its consolidated subsidiaries, including Holdings LLC. Holdings LLC is the predecessor of PowerSchool Holdings, Inc. for financial reporting purposes. <https://d18rn0p25nwr6d.cloudfront.net/CIK-0001835681/13d4936e-405f-47a0-8a92-7b31865cd4bc.pdf>

PowerSchool maintains a comprehensive insurance program and can generally meet the listed requirements; however, there may be certain aspects of the insurance clause that would need to be negotiated as part of the final contract.

PowerSchool is willing to negotiate a warranty provision under which PowerSchool will warrant that any product licensed to the Customer will operate in substantial conformance with the standard application documentation and any mutually agreed upon functionality requirements contained in a resulting contract. PowerSchool disclaims any warranties not expressly granted in the resulting agreement between PowerSchool and Customer as mutually agreed upon at that time.

The prices proposed are effective for the duration stated in the Quote document included with the submission.

Please note that references by PowerSchool to enhancements, improvements, new releases, or other functional and/or technical items that are not available in general release as of the date of this proposal ("**Future Functionality**") do not represent commitments on the part of PowerSchool that it will develop or deliver any such items. Accordingly, PowerSchool does not include in its agreements with customers any commitments or obligations relating to the development or delivery of specific Future Functionality.

Appendix B: Other Solutions Provided by PowerSchool

Unlock Your PowerSchool Potential

It's time for technology that works with you. PowerSchool's unified education technology software solutions power the education ecosystem like never before. From the back office to the classroom to the home, we unify your technology, putting everyone on the same team to unlock students' potential.

To demonstrate what's possible, the following pages provide overviews of the additional solutions offered by PowerSchool. Although these are not needed to meet the requirements of this proposal, please reach out to us if you find that any of these other solutions will be valuable to meet additional education needs. We look forward to partnering with you to move education forward.



Now is the best time to replace outdated, ineffective tools with secure, reliable, and integrated systems. Make students feel understood, valued, and engaged. Help teachers meet the diverse needs of the classroom —giving each and every child the opportunity to excel throughout their lives. PowerSchool offers technology solutions that provide educators with a deeper understanding of their students, giving them immediate access to their students' academic strengths, weaknesses, special interests, and attendance and behavior patterns. Instructors can use this data to inform how they develop lessons and learning activities matched to each student's specific learning needs to spark and nurture passions and interests.

Education Impact Consulting: The Expertise You Need to Ensure Success

Our team of Education Impact Consultants provide a long-term point of contact to ensure your success with your PowerSchool solution. We'll keep you moving forward, supporting your strategic objectives, and ensuring your solutions are leveraged to the fullest.



Proactive Engagement

Our team provides the guidance and direction you need based on your district or school's product-specific journey. Expert advice on how to best utilize product features is provided.



Regional User Groups

Hear from PowerSchool experts on best practices and learn about recent product releases, roadmaps, and integrations. These forums provide a community of collaboration across users.



Adoption Monitoring

PowerSchool helps promote progress toward your district goals by monitoring adoption and usage metrics for your solutions in alignment with your district initiatives. Our team shares resources and best practices to drive adoption.



Removing Barriers to Success

PowerSchool's EICs proactively identify and mitigate risk and remove your barriers to success. We collaborate across your teams to support change management initiatives and address your needs and concerns.



"The EIC team plays a pivotal role for PowerSchool in ensuring that we are not only a best-in-class software company, but more importantly a best-in-class education organization. They work tirelessly to make sure our customers have everything they need to be successful."

Marcy Daniel, Chief Product Officer, *PowerSchool*

PowerSchool’s Education Impact Consultants have worked in schools and districts as teachers or administrators. They are experienced practitioners who bring a wealth of experience using PowerSchool technologies as a customer.



Customer Advocate

Education Impact Consultants keep you and your team informed of product releases, roadmap and integrations. Additionally, they represent your voice and share your product needs back to PowerSchool.



Strategic Advisors

Education Impact Consultants provide best practice guidance and resources to ensure maximum adoption and use of your PowerSchool solutions. They support change management initiatives related to implementing PowerSchool solutions.



Product Experts

Education Impact Consultant are well-versed in the products they support. They understand how to use the technologies so you can derive the most value from your PowerSchool investment.



Collaborative Partners

Education Impact Consultants will facilitate networking across customers to ensure you are exposed to best practices utilized by schools and districts across the country. They foster meaningful conversations between users.



Unified Administration™ BusinessPlus

SIMPLIFY DISTRICT ADMINISTRATION WITH
A STREAMLINED FINANCE AND HR SOLUTION



Make your day, and your district, run smoother with accurate real-time data and automated cross-functional workflows. Reduce costs and increase productivity with a single, integrated K-12 Enterprise Resource Planning (ERP) solution that brings your operational data together to help you make better decisions. **Unified Administration BusinessPlus** also gives you the ability to tailor your K-12 workflows to adapt to your district's unique complexities.



Data-Driven Insights

Included K-12 specific reports and pre-built persona dashboards give you a real-time view of all your important district data. Quickly see trends and anomalies to help you accelerate approvals, identify problem areas, and make more informed decisions.



K-12 Expertise

Built specifically for K-12 environments, you'll stay in compliance with changing regulatory requirements. Easily manage teacher contracts, payroll, workflow, and fund accounting with the latest state-required reports.



Financial Depth

Built as a fund accounting solution for K-12 CFOs, BusinessPlus has a separate job ledger to track projects and grants, encumbrance accounting, and a flexible chart of accounts with client-specific segments to simplify reporting. And it is fully integrated with the general ledgers.



Flexible Deployment

Tailor the management of your district operations with configurable workflows and web forms. You'll no longer have to adapt your processes to fit cumbersome software. BusinessPlus can easily handle K-12 workflows and configure to your unique district needs.

“Heartland has been using BusinessPlus position budgeting for salary negotiations, forecasting, and budgeting. It's an extremely flexible and powerful piece of software and will give you wonderful results.”

HEARTLAND AREA EDUCATION AGENCY

Unified Administration™ BusinessPlus

Finance

Accuracy, security, and compliance are vital for any school business office. Ensure your district's fiscal operation success with integrated applications for accounts payable, accounts receivables/cash receipt, budgeting, general ledger, fixed assets, and grants management.

Human Resources and Payroll

Easily manage your talent with a comprehensive employee management solution that includes payroll, benefits management, and an online employee portal. Built specifically for K-12, it solves unique challenges like complex payroll processes, including deferred contract pay, leave accruals, multitudes of benefits packages, and flexible spending accounts.

Time Management

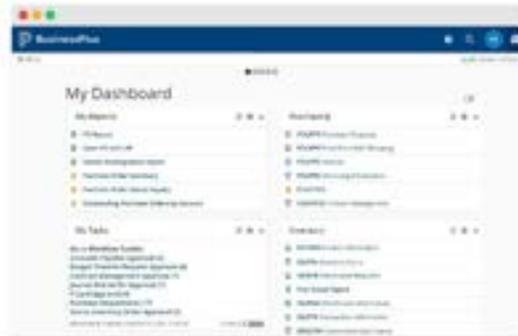
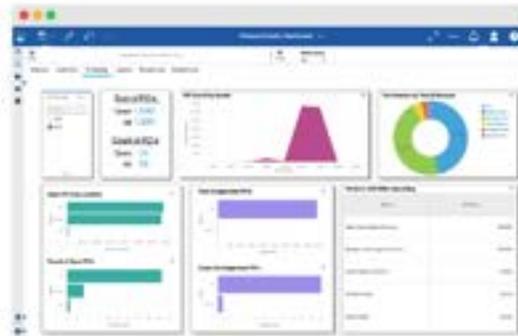
Take the hassle out of time management and absence control with an easy-to-use interface for substitute management, and a self-service timecard application featuring configurable views and automated approval processes. Easily track the details you need and provide reports for your stakeholders.

Personalized Administrative Tools

Tailor BusinessPlus to suit your district's specific needs while enabling greater efficiency and more powerful views of your operational data. Automate workflows, use interactive reports to make key decisions, and easily store and archive documents electronically.

Purchasing

Centralize control of your district's purchasing operations. Distribute the requisition entry, with optional management approval, to your departments and easily track items through the receiving cycle. Features include PunchOut, warehouse inventory, vendor bidding, procurement card (P-card) tracking and reconciliation, and contract management.



Your personalized Finance and HR Dashboards give you immediate access to necessary overviews while real-time analytics dashboards allow you to optimize your budgets and monitor ongoing business operations.

Ready to streamline your district's administration?
Learn how at:
www.PowerSchool.com or call 1-877-873-1550



CA-BP-11-001-107420



Unified Administration™ eFinancePlus

INCREASE EFFICIENCY AND ACCURACY WITH
INTEGRATED FINANCE AND HR OPERATIONS

PowerSchool Unified Administration™ eFinancePlus streamlines complex K-12 administration processes, to make your district more efficient and your job easier. Our integrated Finance and HR system was built specifically for K-12 to automate processes and provide direct and secure online access to accurate, timely reporting. Centralize multiple budgets, manage unique HR decisions, and process complex payments from anywhere.



Increase Your Operational Speed

Integrated Finance and HR workflows let you easily process departmental requests online and across functional silos—from budget allocation to HR decisions and even payments, all in one place.



Make Better Decisions

Easily see all your relevant data, and view district operations with over 400 native K-12 reports. Monitor real-time online dashboards to identify issues before they become a problem.



Unlock Team Productivity

Within online access and defined financial controls, employees can manage their own budgets, purchase supplies, and approve requests from anywhere. Automated processes and approvals can even be implemented across functional teams.



Ensure Compliance

Built specifically for K-12 environments, you'll stay in compliance with changing regulatory requirements. Easily manage teacher contracts, payroll, workflow, and fund accounting with the latest state-required reports.

“With eFinancePlus, I had up-to-the-minute information regarding my school-level finances. I knew, by line item, what we had budgeted, what we had spent, how much we had left. It was fantastic.”

TRACEY SHAVER
Executive Director of Finance, Harrisonburg City Public Schools, VA

PowerSchool Unified Administration™ eFinancePlus

Real-time Analytics

Gain immediate insight into your financial position with personalized real-time analytics dashboards. Quickly identify delayed approvals or budget anomalies that need attention. Provide CFOs, HR leaders, and superintendents with a personalized comprehensive view of overall performance to drive data-informed decision-making.

Finance

Easily manage all your day-to-day financial accounting and purchasing processes with one click. This true fund accounting solution meets all GAAP, GASB, and GAAFR requirements, and its real-time database maintains fiscal, purchasing, and budgeting information.

Human Resources and Payroll

Handle all your HR needs including complex payroll. Our unique payroll wizard guides you step-by-step through the processes of a pay run, timecard entry, calculating and running reports, and more.

Purchasing

Employees can request, approve, and order items while you ensure that everyone stays within their allotted budget. Staff can view all approvals and attachments and, with one step, convert requisitions into purchase orders and encumber the funds.

Employee Access Center

Provide employees with anytime, anywhere access to their payroll and personnel information. Define what information can be viewed and allow employees to update their personal data and route those changes to appropriate personnel for review and approval.



Personalized dashboards empower you with accurate, real-time information to identify anomalies, spot trends, and make informed decisions about your limited resources.



Your personalized Finance and HR menus give you immediate access to necessary overviews and allow you to dig into the detailed data in just a few clicks.

Ready to streamline your operations? Learn how at:
www.PowerSchool.com or call 1-877-873-1550 to learn more.



UA-EFP-01-001-03H20



PowerSchool Unified Talent™ HRMS (Human Resource Management System) was built to provide K-12 HR teams a single point of access and tracking for key management functions. We combine our best-of-breed K-12 talent, HR, and finance solutions to make daily life easier for your busy and changing workforce.



One-Click Access to Key HR Management Functions

Easily dig into the details of your HR metrics with one-click access to your HR systems, workflows, and data. Go beyond SSO with links directly into the relevant HR function and data.



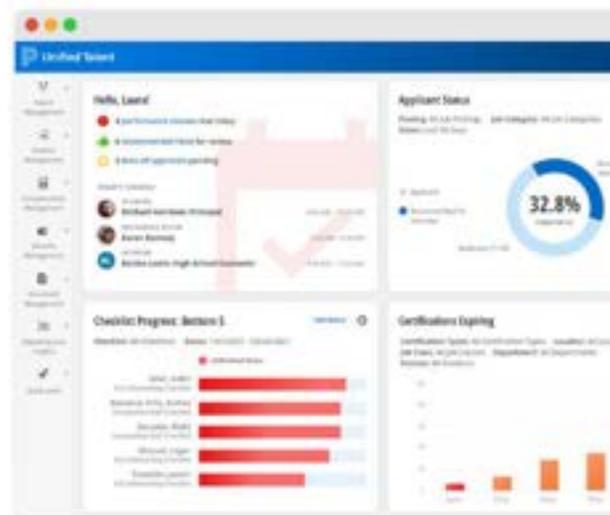
Faster HR Processes and Tasks

Track approvals and notifications in the Manager's Portal to make sure you and your team never miss an important deadline. Easily prioritize your time by focusing on the most important actions for your district.



Centralized Visibility of Your HR Environment

Get a single view of positions, recruiting, hiring, pay, and more all in one place. The Manager's Portal gives you an immediate view of all your key HR data.



Go from viewing high-level HR data to taking immediate action in a click.



Recruit, Hire, and Onboard

Track recruiting, hiring, and onboarding from one screen. View overall applications for key roles, dig right into the details of applications, and review statuses.

Evaluate and Develop

Keep track of observations and walkthroughs as well as course registrations and rosters. If courses are incomplete, immediately see who might need additional time or follow up.

Securely Centralize HR Functions

The Manager's Portal provides a central view of your information, aggregating key HR data in a simple dashboard view. Click on any widget to dig directly into the details and workflows while only accessing what you're authorized to see.

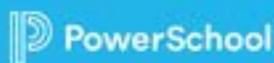
Manage Substitutes and Leave

Track employee leave and manage substitutes. HR leaders can track and onboard new substitutes. Teachers can request leave, select preferred substitutes, and provide instructional direction.

Self-Service Payroll and Benefits

Allow employees to pick and update their own benefits and payroll details while HR staff can track and manage broader details like position control and budgeting.

Visit www.PowerSchool.com or call 1-877-873-1550 to learn more.



QT-BU-E-004-071521



In today's ever-evolving learning environment, it's critical to have a student information system that can adjust with the times. PowerSchool SIS offers you **key flexibility and interoperability** to help meet your needs today as well as set you up for future success.



Configurable for Your Specific Needs

Add data fields and pages, and extend tables to **allow collection of any data** you need. Utilize flexible scheduling and attendance and make easy adjustments to grading, calendaring, reporting, and more to **meet evolving education scenarios**.



Promotes Family Engagement

Improve student accountability and help teachers communicate with the right people in less time with convenient access to grades, progress, and responsibilities—from the PowerSchool Mobile app or the online parent and student portal.



Peace of Mind with Secure Data

Keep your data safe, secure, and accessible with our dedicated team of security and compliance experts. With **optional cloud hosting via Microsoft Azure**, there are no more extra costs or time involved with self-hosted maintenance. PowerSchool SIS adheres to the highest security standards, holding ISO 27001 and SOC 2 certifications.



Simplified Student Insights

Take confidence with accurate state or provincial compliance reporting to ensure maximum school funding. Our **experienced compliance team** stays on top of the latest education department requirements and reporting changes, while providing your team with access to a library of pre-built reports.



Unmatched Expertise

Get the most out of your edtech investment. Our **dynamic worldwide community of active users** collaborates to improve education operations and share best practices. Enhance your staff's skills and adoption with customer education. In-person, on the phone, or online—we're here to help.



Compatible with Other Systems

Extend your functionality through the interoperability of PowerSchool SIS with other robust PowerSchool solutions and an extensive network of partners for widescale compatibility—including industry initiatives like Schools Interoperability Framework (SIF), Ed-Fi, and IMS Global.

PowerSchool SIS

“PowerSchool’s strength is flexibility, and because of that flexibility, a school district can align PowerSchool’s presentation of information more closely to its vision for what matters to students.”

DUSTIN LUDWIG | Information Specialist, Goshen County School District, WY

PowerTeacher Pro Gradebook

Save time managing grades, attendance, assignments, and data entry—for both standards-based or traditional grading. Ensure final grades reflect student understanding with the professional judgment indicator.

Reporting and Compliance

Provide critical district information on demand with reports available for scheduling, attendance, discipline, and more. Build standard or custom reports to analyze data on what matters most to your school to drive improvement inside and outside of the classroom.

PowerSchool Mobile

Designed for both iOS and Android devices, the app gives instant family portal access and real-time notifications to keep parents and families connected to their child’s school progress any time.

Master Scheduler

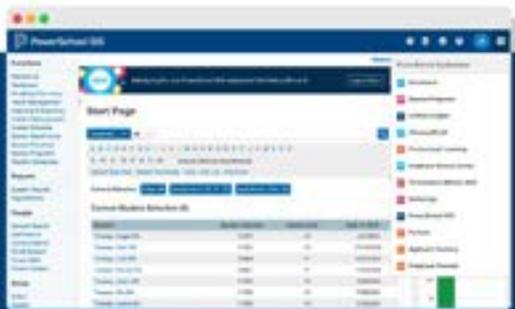
Automate the scheduling process with our simple, flexible master schedule builder designed to fit a variety of schedule types, parameters, and constraints. Experiment with scheduling scenarios without the fear of losing previous schedules.

School Operations

Have the critical data you need right at your fingertips with best-in-class attendance, behavior, health, graduation tracking, asset tracking, and student demographics functionality. Make access easier for all users by offering single sign-on to PowerSchool SIS through Microsoft Azure and Google.

Parent and Student Portal

Gain convenient visibility into student academic performance, schedules, and school bulletins. View grades, teacher comments, assignments, graduation progress, fee balances, and class schedules. Register for courses, view class syllabi, and more.



PowerSchool broke ground with the first K-12 web-based SIS and is recognized as the leading SIS with multiple industry awards

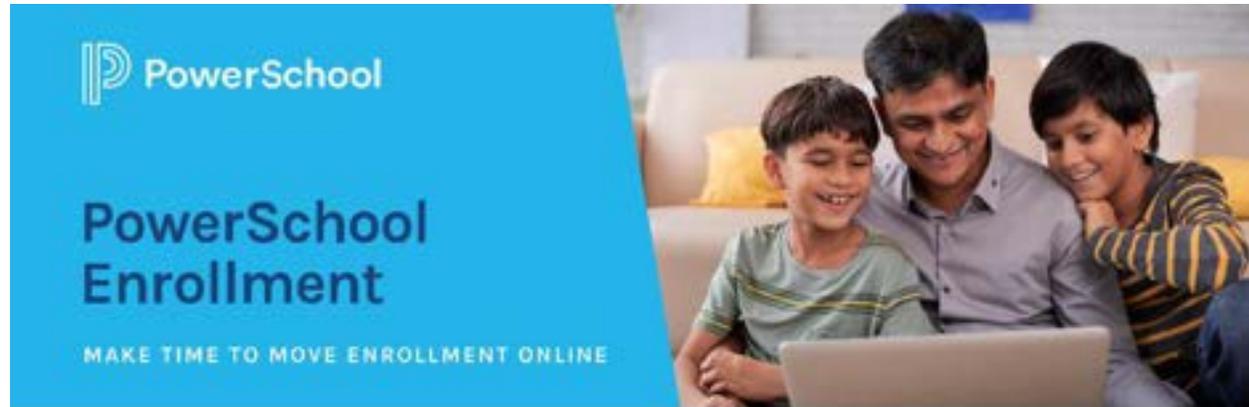


Learn how PowerSchool SIS can play a central role in your school or district

Visit www.PowerSchool.com or call 1-877-873-1550



SIS-SP-B-001-N0621



Modernize student enrollment to save time, improve family engagement, and allow resources to be re-allocated to activities that actually improve student success. Powerschool Enrollment is the **online, configurable, mobile-responsive platform** for all your enrollment needs, including admissions, school choice, and registration.



Cut Costs and Save Time

Free up administrators from excessive data entry so they can refocus their time on other critical projects. **Eliminate unnecessary printing and mailing costs** from your budget.



Ensure Secure, Reliable, and Accurate Enrollment Information

Rest assured that enrollment data is captured accurately and securely. **Validate student data before seamlessly delivering it to your SIS**; no manual entry needed.



Improve School-Wide Resource Management

Get the vital information you need before the school year starts. With accurate enrollment numbers, make appropriate staffing decisions for class sizes, student learning, and medical needs.



For All Types of Schools

No matter what type of school or district—public, charter, private/independent, international, diocese, magnet—we bundle the right student enrollment features you need to handle the process remotely.



Increase Student Safety

Ensure your staff has the most up-to-date information when it matters most. Families can easily provide accurate safety information, like medical conditions and emergency contacts, online.



Make It Easier for Families

Mobile-responsive, intuitive online forms guarantee family access on any device. Ensure parents can complete the enrollment or annual information update process 100% from their homes by removing language barriers, making the process fair and simple, and allowing for document upload right to the online portal.

PowerSchool Enrollment

“ The online process allows the district to **reduce paper waste, improve accuracy, increase efficiency, and save parents' time. My registrars love it!** ”

GAIL HEAGERTY
Student Information System and Database Specialist,
San Lorenzo Valley USD, CA



Registration for all schools
Provide a smooth, convenient experience with increased family participation. Give administrators the right tools to manage data and communications with families. Save your education communities money, time, and resources.

School choice and lottery for all schools
Make your lottery as fair and tamper-proof as possible with built-in workflows, user permissions, and audit logs. We build an appropriate system using best practices and industry standards to address your preferences, priorities, and other requirements.

Reporting for all schools
Use powerful, customizable reports to track the entire enrollment process. Monitor family form submission progress, report on administrative users' workflows, and generate graphs or charts to track enrollment trends. All data is exportable, without exception.

Admissions for independent and private schools
Give a great first impression with targeted communications to pique family interest and inquiry. Configure application forms for your specific school and its processes.

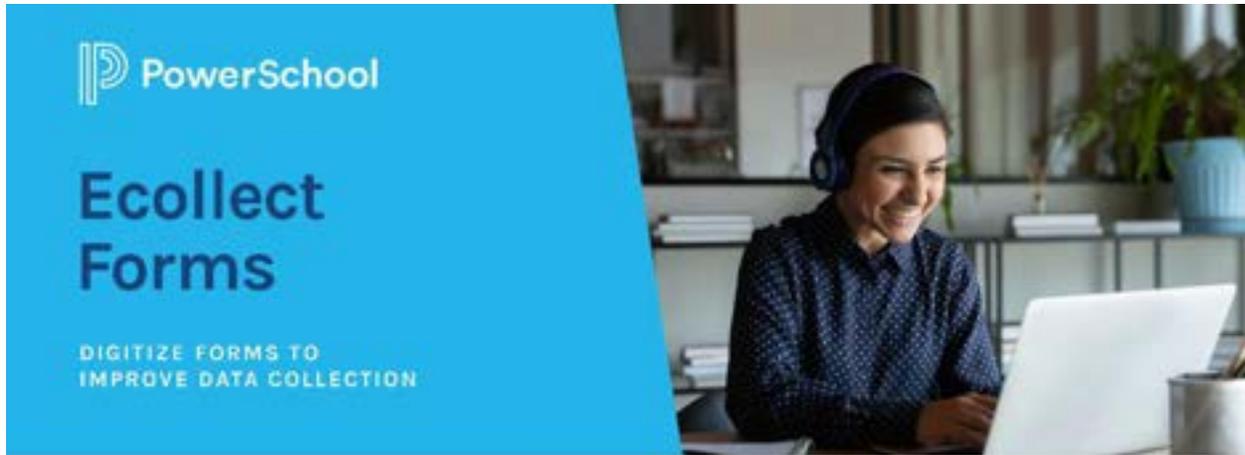
Fee Payment
Collect both mandatory and optional fees online for a variety of activities during the enrollment process. Funds are deposited directly into your school or district's bank account(s) as soon as each transaction settles.

Ditch the paper chase. Upgrade to online enrollment today!

Visit www.PowerSchool.com or call 1-877-873-1550 to learn more.



SIS-EN-11-005-08121



Built right within PowerSchool SIS, PowerSchool Ecollect Forms allows you to move all your data collection needs online so you can get the accurate insights you need to meet your goals.



Cut Costs and Save Time

Free up administrators from excessive data entry so they can refocus their time on critical projects. Eliminate unnecessary printing and mailing costs from your budget.



Meet Your Goals More Easily

Better data collection creates better data reporting. Track your progress with simple one-click reports so you can always know of needed improvements.



Ensure Data Security

With school and district forms in a secure, electronic format, you can reduce risks associated with physical paper exchange and tracking, while monitoring effectiveness and accessibility of your initiatives.



Improve Engagement

Families, administrators, and teachers can access the forms right from within the SIS portal they're used to, making it easy to collect data from your school community.

“Ecollect [Forms] allows me to create forms and surveys to fit any need within our district and to customize the reporting piece to individual requests at any moment in time.”

MARCI EAGEN
Accountability & Special Projects Coordinator,
Lee County School District, NC

PowerSchool Ecollect Forms



Reporting

With direct SIS integration, it's easy to search and generate custom reports to monitor progress of administrators' workflows, form submission, and more. Accurate data means accurate reports so you can meet your goals.

Template Library

There's no need to start from scratch. Save time by choosing from a library of form templates designed with best practices and vetted by fellow educators. Templates include field trip requests, permission slips, device use agreements, parent climate surveys, athletics registration, and many more!

Fee Payment

Collect both mandatory and optional fees online for a variety of activities throughout the year. Funds are deposited directly into your school or district's bank account as soon as each transaction settles.



Self-Service

Gain full control over all your forms with unlimited form building, editing, and sharing capabilities, including connecting form fields to your existing data fields in real time in PowerSchool SIS for seamless integration.

Mobile Access

Improve families' experience and response rates for schools and districts by allowing parents to access and complete forms through their PowerSchool Mobile App.



Learn how you can make the move to online data collection.

Visit www.PowerSchool.com or call 1-877-873-1550 to learn more.



SIS-CN-B-001-100521



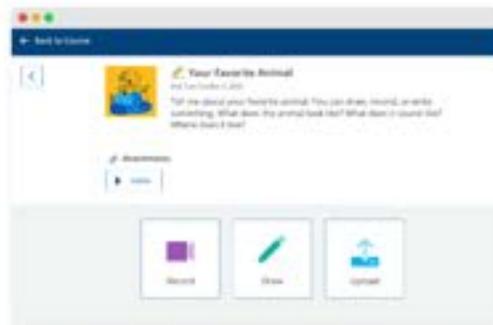
Unified Classroom™ Schoology Learning

As the leading K12-focused LMS, Unified Classroom™ Schoology Learning empowers schools and districts to keep the learning going for students and staff. Intuitive tools enable teachers to build and deliver personalized instruction, increase communication, collaborate, and access interactive staff development.

COVID-related disruptions highlight the need for reliable classroom technology that will ensure teaching and learning can continue, regardless of the setting.

With Schoology Learning as the backbone of your instructional tech stack, your school or district will benefit in multiple ways:

- Quickly pivot between in-person, virtual, and hybrid instruction
- Improve student performance thanks to personalized instruction designed to accelerate learning gains
- Access high-quality materials for staff and students throughout your organization
- Save time with integrations that allow teachers to focus on interactive learning experiences



Enhanced elementary experience designed specifically for younger learners



Collaborate and share teaching tools in Schoology resources

Schoology Learning ensures that staff has the tools they need to design and deliver personalized instruction that specifically meets the needs of students throughout your district.



Increase Collaboration and Communication

Built-in communication tools (video conferencing, messaging, announcements, discussion, etc.) ensure teachers can connect with students, parents, and colleagues no matter where they are. Create Schoology Groups to increase collaboration and streamline communication outside of traditional courses.

EXAMPLE:

A new teacher in Delaware needs a lesson plan for a new unit that students are beginning tomorrow. They post a question in their department's PLC and are quickly directed to a pre-made lesson plan from their district's shared resources. It only takes a few minutes for the resource to be copied to their course.



Deliver Teacher-Led Personalized Instruction

By individually assigning activities and applying student completion rules to multiple activities, teachers can meet each student's personalized needs while students are empowered with voice and choice during synchronous and asynchronous learning.

EXAMPLE:

A Michigan instructional specialist is remediating a group of students on a specific skill. This educator can assign standards-aligned content to individual students and ensure that they start with a few introductory activities before moving on to a formative assessment.



Clearer Visibility Into Learning Trends

With Schoology Learning, teachers benefit from a clear view of student progress and mastery of standards, based on activities and assignments. Users also have an overview of trends in teaching and learning, such as utilization of content, students with low levels of interaction, and staff progress in PD courses.

EXAMPLE:

A New Mexico C&I Director quickly identifies students at the virtual school who have low levels of engagement in Schoology Learning. After offering these students district-provided tablets, 80% of them begin accessing Schoology Learning multiple times per day.

Only PowerSchool offers:

- ✓ Teacher-led personalized learning experiences, with support for the whole child, SEL, and special programs
- ✓ Integrated collaboration and communication for groups outside of traditional courses, such as staff PLCs, parent/teacher organizations, and extracurriculars
- ✓ Enhanced Elementary Experience built for K-12 districts with young learners
- ✓ Deepening Integration with PowerSchool Products, including PowerSchool SIS, Unified Classroom™ Special Programs, Performance Matters, Unified Talent™ Professional Learning, and Unified Insights™ Powered by Hoonuit



PowerSchool Unified Classroom™ Special Programs helps educators better serve students with special needs. Manage special education, Section 504, response to intervention (RTI), English language learning (ELL), gifted and talented, and service capture—all with the convenience of remote, anytime access. Improve communication and accessibility, meet compliance requirements, and make management easier for staff with a secure, configurable special programs management product that integrates directly with PowerSchool SIS.



Connect Special Programs Data Throughout Your PowerSchool Ecosystem

With automated student eligibility notifications and alerts, built-in workflow tools that promote communication and collaboration, the ability to filter reports based on special programs status, and one-click access to documentation in PowerSchool SIS and Unified Classroom™ Schoology Learning, **the entire team can more efficiently and effectively collaborate** and support students with different needs.



Make Case Management Easy

Reduce administrative burdens by helping your staff streamline all the paperwork with guided workflows. Meeting due dates and milestones is easier than ever with simplified document creation, management, and reporting.



Increase Family Convenience

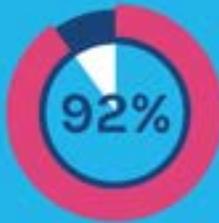
Save parents and guardians trips to school by providing them **web-based access to forms and student progress in our parent portal**. Provide translated forms like IEPs and 504 Plans in a parent's preferred language, and increase accessibility by utilizing Microsoft Immersive Reader.



Have Confidence in Compliance

Meet compliance requirements without the stress. Unified Classroom Special Programs' data validations and workflow case management features ensure no steps are skipped. And with PowerSchool's Compliance Team monitoring your state regulatory changes, you'll always know you can meet new requirements.

Unified Classroom™ Special Programs



PowerSchool is making us nearly 50 percent more efficient, saving at least 70 administrative hours every year, and has improved state compliance from below 50 percent to 92 percent.

Source: Elizabeth Clark, Special Education Coordinator, Former Teacher, Birmingham City School District, AK

Special Education Case Management

Keep track of all special education activities in one place, including: pre-referral, eligibility, IEP development, service documentation, reporting to parents, administrative reporting, state reporting, and data collection for Medicaid billing.

504

Document and track service delivery for students with a service plan. Automated alerts for 504 eligibilities display in the teacher's class roster for easy identification of students with plans. This includes automated process and case monitoring so teachers can manage the needs of students with accommodations easier than ever.

Response to Intervention (RTI)

Implement and track student interventions with curriculum-based measurement, student assistance teams, and progress monitoring. Unified Classroom Special Programs RTI module allows teachers to start interventions from their gradebook and adjust the program, frequency, language, documents, and more.

English Language Learners (ELL)

Manage services for English language learning students with guided documents that make providing the right information easy. Easily translate forms into other languages to serve students and their families.

Gifted and Talented

Support students in gifted and talented programs with a system providing easy form and document management, making it simple to track student progress, manage goals, and visualize student growth.

Service Capture

Billing Medicaid for special education services is simple. Export pre-built service reports and send to your preferred billing service for quick, convenient service.

Simplify special education and programs management with the ease of Unified Classroom Special Programs!

Visit www.PowerSchool.com or call 1-877-873-1550 to learn more.



UC-SPE-003-080321



Naviance is the leading college, career, and life readiness (CCLR) platform that enables students to discover their strengths and interests, build critical social emotional learning skills, create actionable goals, and find their best-fit path and career after high school.



Prepare Students for Postsecondary Success

Through Naviance's self-discovery, college planning, and career exploration tools, students can plan for a future that aligns with their strengths and interests.



Foster Collaboration for Everyone

Provide holistic counseling in a single platform where students, families, and staff can collaborate to build and track students' plans for future success—all in one place.



Amplify Performance with PowerSchool's Unified Ecosystem

Offer students holistic services with the planned integrations between Naviance and other PowerSchool products, such as PowerSchool SIS, Schoology Learning, and PowerSchool Unified Insights™ Powered by Hoonuit. Integrated systems will provide unified data, reporting, and analytics—and allow for more time to create targeted and engaging experiences for students.



Promote Equity and Access for Every Student

Ensure every student from grades 6-12 has access to high-quality resources to achieve milestones toward postsecondary goals. Equip staff with the tools to personalize support for the students and families who need it most.



Streamline CCLR Processes

Enable school staff to more efficiently measure outcomes and manage administrative tasks, giving them time back to engage with students and support their success.



Improve Student CCLR Outcomes

Provide schools and districts with insights to inform CCLR programs. With Naviance, counselors and administrators can track, measure, and drive the effectiveness of their CCLR initiatives.

Naviance by PowerSchool



With Naviance and data-centric counseling, Cristo Rey Jesuit High School has achieved a 100% college acceptance rate for the past 9 years and a college completion rate 3 times higher than the national average.

Source: Cristo Rey Jesuit High School case study | <https://www.hobsons.com/resources/cristo-rey-jesuit-high-school-case-study-focusing-on-college/> (2019)

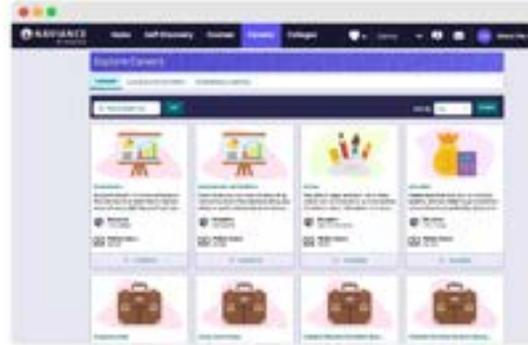


College Readiness

Naviance's robust exploration and research tools allow you to personalize the college readiness process based on students' interests and strengths. Students can also make their own data-informed application decisions, schedule college campus visits, and identify scholarship opportunities.

Life Readiness

Assessments and lessons in Naviance help students understand who they are, gain skills to overcome obstacles, and learn how to set goals effectively. Students can carry those skills throughout all areas of their lives as they prepare for their futures.



Career Readiness

Holistic career exploration and planning tools include experiential learning to help all students align their academic plans to career goals. Naviance career research tools and work-based learning opportunities help students build their pathway to a meaningful career based on strengths and interests.

Reporting and Analytics

Naviance offers data analytics tools to track and measure the effectiveness of college, career, and life readiness initiatives. Access dashboards and reports to help your schools and districts uncover metrics to track progress against strategic goals.

Prepare students for their futures with Naviance!

Visit www.hobsons.com/Naviance or call 1-800-927-8439 to learn more.



UCO-NA-18-001-031421

Unified Insights™ Powered by Hoonuit

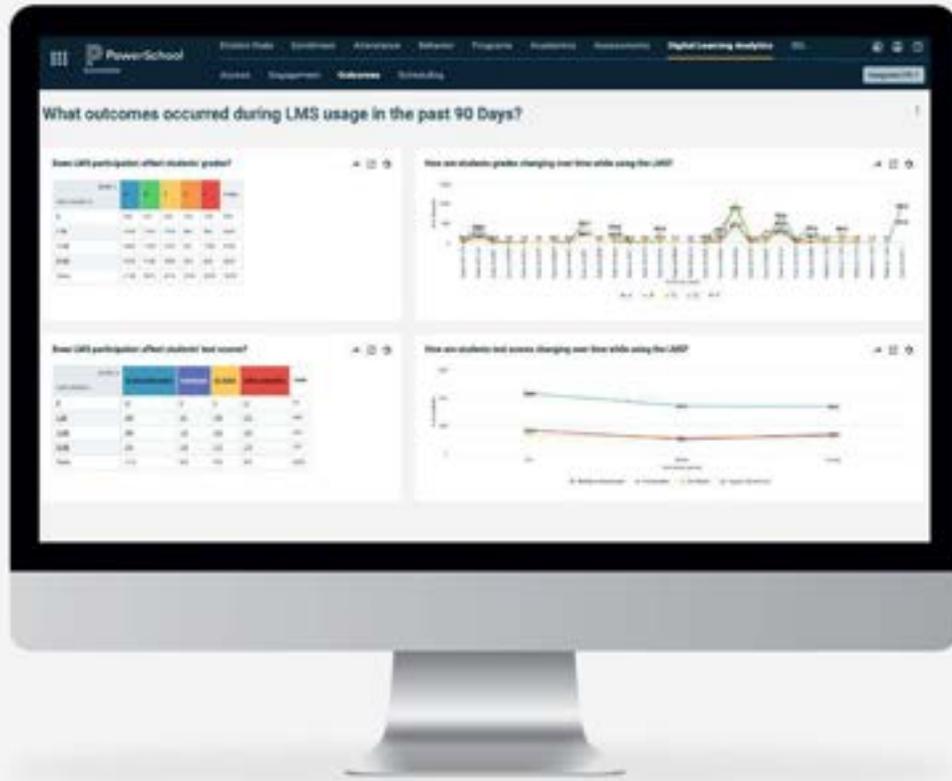


Unified Insights™ Powered by Hoonuit provides a fully comprehensive analytics platform with actionable insights across all major aspects of school and district operations.

Effectively address key initiatives such as learning loss, student equity, whole child analysis, and continuous school improvement with data-driven insights. Gone are the days of siloed data sets, manual reporting, pivot tables, and spreadsheets. Unified Insights provides student, school,

district, and state-level insights with solutions for accountability tracking, early warning and intervention, Social Emotional Learning reporting, and college and career readiness—as well as K-12 finance and operations, talent management, enrollment analytics, and location analytics.





Unified Insights™ Powered by Hoonuit outcomes report



We are **answering data questions** that previously were very difficult or impossible to answer.

BRYAN COCKRELL | Office of Accountability and Reporting, Albuquerque Public Schools, NM

Take advantage of comprehensive insights across your entire organization

Unified Insights is the most complete K-12 analytics solution supporting students, educators and administrators, district leaders, and the community.



Unify all of your data

Bring together your district's disparate data from multiple sources into a single, online reporting dashboard.

EXAMPLE:

Osseo Area Schools embarked on their data journey with Unified Insights to help organize their data in a meaningful and visual way to support teachers and administrators across the district. Their vision is to continue building a data culture that supports and informs personalized learning.



Industry-leading data model and predictive analytics

Analyze longitudinal datasets and predict outcomes to help proactively address student needs with best-in-class statistical modeling and machine learning.

EXAMPLE:

Santa Clara County Office of Education is providing their educators with the insights they need to identify students who are at risk of falling behind during the semester. Using Unified Insights to pinpoint trouble spots and address them, SCUSD saw their graduation rate jump by 6% in just three years.



Make data-informed decisions

Easily track overall student, school, and district performance to simplify instructional, talent, and operational decisions.

EXAMPLE:

Spring Branch ISD's Unified Insights dashboards track procurement and spending to inform data-driven budgeting and business decisions.



Reporting and analytics designed for you

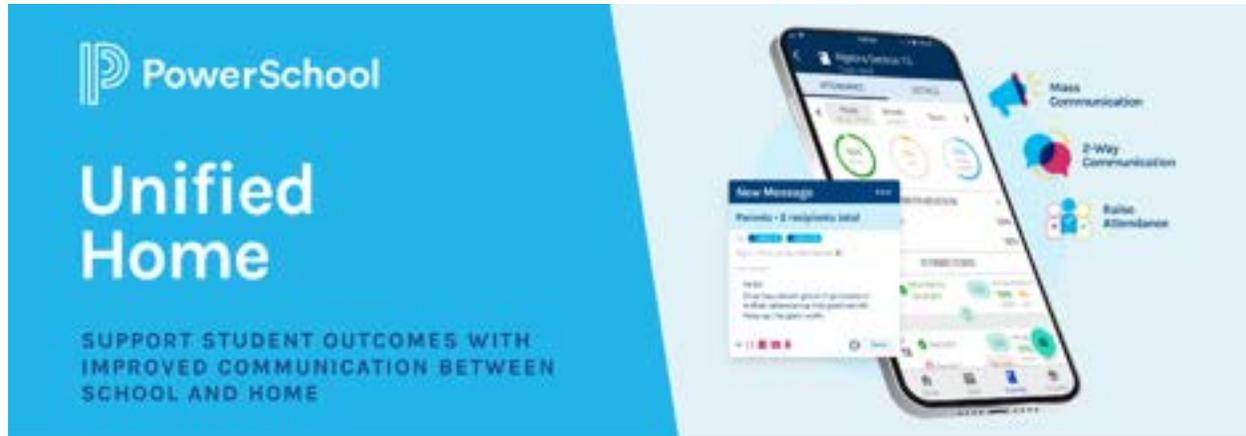
Convenient, instant access to the data you need, with visually stunning dashboards for districts, schools, and students.

EXAMPLE:

Keller ISD is using Unified Insights to track to their strategic and equity plans. Their Culture of Belonging committee relies on data dashboards that provide a view into the climate and culture in their communities.

Only PowerSchool offers:

- ✓ End-to-end data management with reporting, analytics, and data visualizations
- ✓ 360-degree view of student achievement
- ✓ Tools and workflows for school improvement, student plans, and data quality
- ✓ Analytics for digital learning access, engagement, and student success
- ✓ Predictive analytics modeled to district needs
- ✓ Intervention management tools to identify at-risk students
- ✓ Seamless integration with PowerSchool SIS and Schoology



Adding Kinolved's leading communication engine to PowerSchool's Unified Home solution will enable schools and districts to strengthen and simplify overall communications and notifications between school and home, increase engagement, and help reduce absenteeism.

 **Mass Communication**
Recent disruptions to teaching and learning have made timely updates to families more important than ever. Kinolved helps expedite the delivery of time-sensitive school, district, and class communications via text message, email, and voice call.

 **Raise Attendance**
Kinolved provides administrators with a simplified approach to improving attendance with built-in reporting that supports a more efficient and data-driven approach to decreasing chronic absenteeism.

 **Two-Way Communication**
Increasing collaboration between schools and homes is a priority for most schools and districts. With Kinolved, educators can support equity and increase accessibility for all parents with individualized two-way communications that can instantly be translated into more than 80 languages.

 **Protect and Increase Funding**
Even before COVID-related disruptions, loss of funding associated with student absenteeism was as high as \$10.7 billion dollars annually.¹ The return to live / hybrid instruction saw a dramatic increase in chronic absenteeism (defined by students being absent more than 10% of the time), with some districts reaching rates as high as 40%.²

¹ <https://enr.com/absenteeism-in-schools-10-7-billion-loss-in-funding/>
² <https://edsource.org/2021/absenteeism-surge-since-schools-reopened/188507>

Unified Home



Use of Kinvoled supported a 20% increase in attendance at Harriet Tubman Elementary School (New York City)

Unified Home Attend

Help schools meet ESSA's chronic absence requirements with tools to reduce chronic absenteeism and increase daily attendance.

Unified Home Communication

Reach your students' families whenever you need, on the devices they're already using, no matter what language they speak.



Integration with PowerSchool

As partner since 2010, Kinvoled already integrates with PowerSchool's industry-leading student information system (SIS). Our users can also expect additional embedded and seamless integrations with PowerSchool SIS, Schoology Learning, and other PowerSchool products.

Learn more at www.powerschool.com/kinvoled

Visit www.PowerSchool.com or call 1-877-873-1550 to learn more.



UH-KIN-15-001-021822



A transparent, accountable school culture keeps teachers motivated and can help reduce turnover. PowerSchool Unified Talent™ Perform is a comprehensive performance evaluation system designed to facilitate all K-12 employee evaluations, from teachers and principals to support staff and beyond.



Clear and Continuous Communication

Create clear expectations with staff through an **automated and accessible evaluation product**. Consistent workflows and hassle-free reporting keep everything—and everyone—on the same page.



Configurable to Meet Unique Needs

Perform can support any evaluation framework, whether it is research-based, state-defined, modified, or locally adapted models of professional practice.



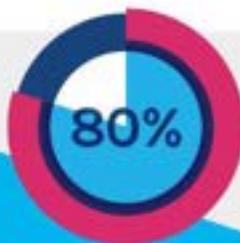
Keeps Teachers Informed and Engaged

Help employees invest in their own **professional growth** by using clear scoring tools, providing visibility into evaluation processes and fostering a dialogue about their effectiveness and areas of improvement.



Supports Evaluations for All Staff Positions

Manage and supervise every type of staff evaluation, including teachers, principals, and support staff. Create a culture where staff time is valued and **focused on educator growth and student improvement**.



Perform customers spend **80% less time tracking evaluations.**

Hobson & Company, Talent Management's ROI in K-12 Education, 2016

PowerSchool Unified Talent™ Perform

Fair, Comprehensive Evaluations

Perform combines observations, walk-throughs, student achievement data, professional learning community, artifacts, administrative response, self-evaluation, and peer feedback so there is a holistic picture of a teacher's impact on students. Perform supports inter-rater reliability reports so evaluator scores can be compared and weighted accordingly.

Rubric-Based Effectiveness Models

Perform supports rubric-driven evaluations, which simplify the complex task of evaluating teaching by defining a combination of desired knowledge, skills, and disposition characteristics. When schools pick a rubric that works best for them, they have the flexibility to use the most current research to support and evaluate educator effectiveness.

Integrations to Help Staff Grow

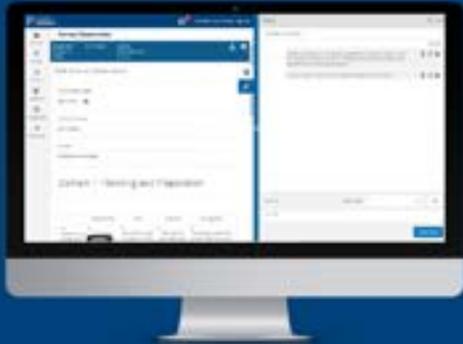
Perform turns evaluation data into action by guiding personalized professional development. With a direct integration into **PowerSchool Unified Talent™ Professional Learning**, there is a seamless transition from identifying opportunities for growth to recommending a course of action without having to leave the evaluation workflow.

Reports and Graphical Charts

Perform comes with preconfigured reports to help get information quickly or create custom reports to meet your unique needs. Graphical charts can increase insights and guide data-driven decision-making around learning opportunities and overall performance trends.

Real-Time Evaluation Tracking

Track tasks and activity and see the evaluation status of any employee in real-time. Perform is a centralized location to review and approve documents, making it easy for supervisors to complete evaluations. Employees also have their own folders, so they can complete assigned tasks and manage their portfolio.



Perform observation with notes

“Using Perform, we look at performance data for each individual, and we use that to drive their professional development activities. That’s been a huge tool for our director of professional learning. We’re actually saying, ‘This is where we need help’ and ‘We don’t need to focus on this.’”

MARIE KUEHLER
Director of Human Resources and Customer Service, Corral SD

Ready to support teacher growth with fair, actionable feedback?

Visit www.PowerSchool.com to learn more.

PowerSchool

18-11-013-00000



Performance Matters Assessment is a dynamic tool for educators to author and administer assessments that make gauging student achievement simple and straightforward.

- Easy and accessible administration tools
- Full coverage of standards
- Accurately gauge mastery of knowledge and skills

Assessment Matters

- Enhanced items with multiple select, extended text areas, and more
- Item creation including enhanced items
 - Third-party items to ensure alignment to content standards
 - Easy assessment scoring via the GradeCam integration

Assessment Delivery

Administrators can choose when assessments are released, and teachers gain secure access and ability to administer assessments.

Collaboration

Access shared item banks, conduct external scoring, or write and review items in conjunction with review groups.

Blueprinting

Ensure coverage of standards and accurately gauge mastery of specific knowledge and skills.



Comprehensive views with an item-by-item, student-by-student breakdown through the Student Item Analysis report.



Students have access to high quality items and tools at their fingertips.

See how you can maximize the reach of your resources with PowerSchool today!
Visit www.powerschool.com or call 1-877-873-1550



HS-15-002-042118



Focus on life in the employee lifecycle, not paperwork—with PowerSchool Unified Talent™ (TalentEd) Employee Records.

Streamline HR workflows and give new hires a smooth onboarding experience with an intuitive process management product that helps you be **paper-free, productive, and audit-ready.**

Save Time with Automated Workflows

Ensure forms are completed and approved correctly—with configurable workflows and checklists. Don't let your HR staff waste precious time on paperwork. **Put the focus back on supporting quality educators and staff.**

Always Know Your Staff's Status

Eliminate the headache and uncertainty of the annual contract renewal process by **going digital**. Get a quick pulse on who's returning next year—so you can be prepared.

Improve the Onboarding Experience

Focus on **building relationships and sharing school culture with new hires** instead of chasing down forms. Better onboarding leads to more invested employees and better retention.

Stay Audit-Ready

Reduce the security risk of lost personnel documents with a central system that gives you a digital paper trail. **User-friendly reports and dashboards** help ensure you're always compliant and audit-ready.

“Onboarding and orientation have taken on a whole new light. We've gotten so much unsolicited positive feedback.”¹¹

JASON E. ROMERO

Associate Superintendent of Human Resources,
Del Mar Union School District, CA

PowerSchool Unified Talent™ (TalentEd) Employee Records



Eliminating printing and copying of employee-related documents cut costs by at least 50 percent.

Source: 2016, Robson & Company, Talent Management's ROI in Education



Configurable workflows to manage talent processes

Digital Storage

Transform the way you store employee documents. Import, file, route, search, and purge with ease. Comprehensive security settings give you control over access while securing sensitive employee information.

Employee Submissions

Invite staff to complete documentation electronically. E-forms, e-signatures, and alerts make it easy to submit paperwork. The electronic paper trail keeps staff in the loop, so nothing gets misplaced or misfiled.

Reporting

User-friendly reports and dashboards show you at a glance if employee documentation is missing and let you take action right from within the report.

Process Management

Easily facilitate all aspects of new hire onboarding, beginning of school year, leave, and employee exit processes.

Contract Renewal Management

Take the legwork out of the annual contract process with electronic contracts for employees to review and sign. With contract reporting, easily see who's signed and who needs a reminder—then send it right from within the report.

Workflows and E-Forms

Build and customize electronic forms for seamless, paper-free filing—including FMLA documents, policy forms, leave requests, and more. Configurable workflows fit your district's needs so completed forms are forwarded to the right people.



Contract management

Make talent processes more productive with PowerSchool today!

Visit www.PowerSchool.com or call 1-877-873-1550



HR-21-008-020812



PowerSchool Unified Talent™ Professional Learning readily supports educators and districts that are beginning to practice distance, hybrid, or in person professional learning, enabling them to easily incorporate on-demand learning, video, and online blended learning experiences. Deliver tailored learning and track all course completion online with on-demand transcripts and course completion certificates.



Flexible, Online Learning

With anytime, anywhere accessibility and self-paced PD options, staff have the freedom to work on their development from the comfort and security of their home, on their schedule.



Easily Implement Learning on Timely Topics

Create and import or purchase online PD courses on today's most relevant topics, including those related to virtual learning initiatives.



Simplify Professional Development Tracking

Ensure your educators are meeting learning requirements with simple reporting and detailed transcripts on all PD, including online efforts. Empower staff to track their own progress on course completion and credits.



Make Learning Social—and Online

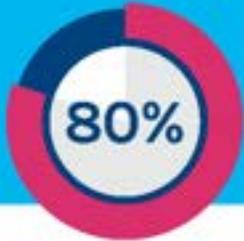
With online professional learning communities (PLCs), your staff can connect virtually to create forums, share knowledge, and stay connected, even in a remote learning environment. Know what your colleagues are learning and what's working—with course feedback options, surveys, and course ratings.

“PowerSchool Unified Talent Professional Learning is a great system for districts like us. Our current course offering is small, and this allows us to easily grow our offerings, not only for our educators but for all our district employees.”

LISA BACHNER

Director of Curriculum and Instruction,
St. Mary's County Public Schools, Maryland

PowerSchool Unified Talent™ Professional Learning



District administrators spend **80% less time** monitoring PD task completion using dashboards that provide visibility into each employee's PD workflow.

Source: Robinson & Company, Talent Management ROI in K-12, 2019



Course catalog combining self-paced, instructor-led, and PLC professional development



Premium library enables districts to purchase high-quality PD from premium content providers

Course Management

Propose, approve, and create new courses for staff to meet learning needs and objectives, without the administrative hassle.

Course Catalog

Use the premium library to buy the online content you want from vendors like ISTE and Educational Impact—including self-paced and instructor-led courses that let you pay as you go. Then combine all PD into an easily searchable catalog that lets you recommend or require courses for your staff—based on their profile, goals, or classroom observations.

Badges and Micro-Credentialing

Motivate learners to interact with content and earn standards-aligned badges by completing courses curated just for them.

Reports

Dashboards and on-demand reports provide insights on attendance, budgeting, credentialing, and scheduling—while analysis tools track districtwide progress.

Collaborative, Online Learning

Help educators connect and share learnings through digital collaboration—with optional credits, online discussion boards, and content sharing within learning networks.

Sync Learning with Performance Evaluations

Connect professional learning with performance evaluations through integration with Unified Talent Perform—so evaluations can pinpoint growth opportunities and fuel targeted professional development.

Deliver PD that counts, with PowerSchool today!

Visit www.PowerSchool.com or call 1-877-873-1550 to learn more.



UT-PLR-002-07021



Expand your hiring horizons with the nation's largest K-12 job board— with over half a million unique visitors monthly.



Get More Applicants

More applicants means more opportunity to hire the best for student success. Increase the size and quality of your candidate pool with job postings that reach over half a million visitors monthly.



Save Money

Stretch recruiting budgets with job postings that reach wide audiences and take less time to manage, and eliminate spending on ineffective recruiting tactics.



Expand Your Reach

With the nation's largest K-12 job board, promote your job postings and diversify your candidate pool. Jobs can also be shared on external job boards, further expanding your reach to find great candidates, even for hard-to-fill positions.



Recruiting That's Easy

Post once, and that's it. Easily view local and national candidates and send automatic alerts to keep interested candidates up to date.



“ SchoolSpring Job Board is one of the few job boards we still use because of the success we've had finding high-quality candidates and how easy and appealing the platform is for posting jobs and resume mining.”

MEG NIGRO
Executive Director for Recruitment and Development,
Clark County School District



PowerSchool Unified Talent™ SchoolSpring Job Board

Customers spent **90%** less time creating and posting new job positions.

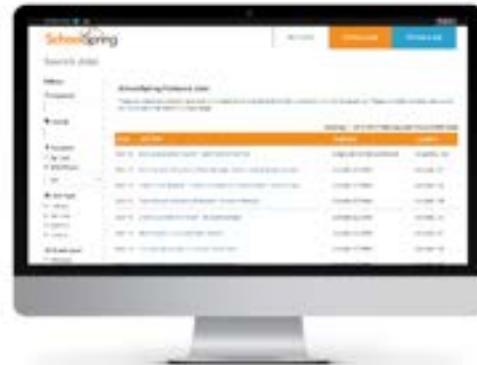
Source: Hebson & Co, Talent Management's ROI in K-12 Education, 2016

Online Job Postings and Applications

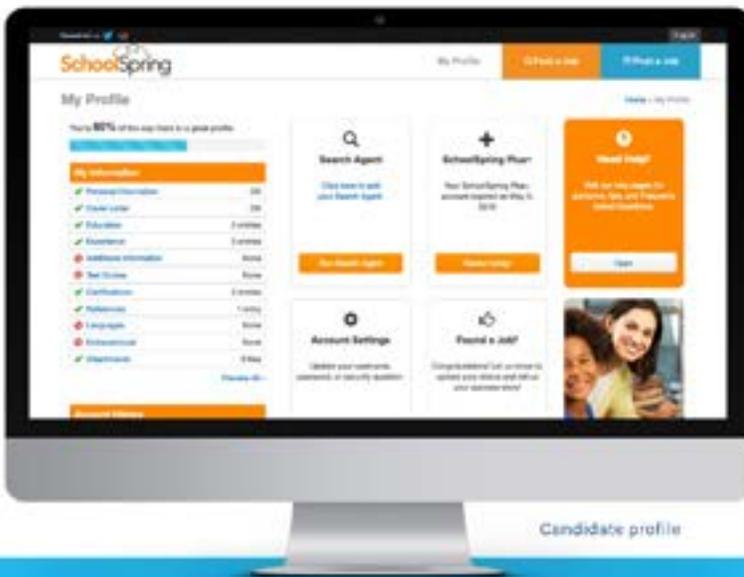
Use pre-built job requisition templates or provide your own. Distribute your openings to Indeed and Glassdoor for an even broader reach. Search the nationwide candidate pool to find more candidates for your open positions.

Talent Management Systems Integration

Post your job in PowerSchool Unified Talent™ Applicant Tracking and automatically publish it on SchoolSpring Job Board. No more duplicate job postings!



Search for open positions



Candidate profile

Candidate Profile

Candidates stay informed with a dashboard, application history, and automatic email alerts. As candidates provide more information, submitting applications becomes faster and easier.

Reach the teachers, administrators, and support staff you need with PowerSchool today!

Visit www.PowerSchool.com or call 1-877-873-1550 to learn more.

PowerSchool

HS-19-019-0403/12



Digital Readiness Review

Strategic Recommendations on People, Process and Systems

In what ways is your organization using various systems across its digital ecosystem? Many districts recognize that there may be integration issues, gaps in skills, or redundant systems but may not have the toolset or structures to help guide them through a systemic review. Our Digital Readiness Review can be tailored for different needs:



Strategic Priority Review

Do your systems and the people and processes that accompany these systems allow your District to effectively carry out your strategic priorities?



System Modernization Review

Where are each of your key systems in terms of automated processes, workflow, and interoperability? What is your ability to execute actionable data out of those systems?

This will have a heavy operations focus.



Data Strategy Review

Do your *data* systems -- and the people and processes that accompany these systems -- allow your District to effectively carry out your strategic priorities?



Combination of the Above

Do you need to explore several of these aspects? These can be combined into a strategic engagement with your various stakeholders and teams.



Deep Review of One Aspect of Your Digital Ecosystem

Does "*x*" system and the people and processes that accompany these systems allow your District to effectively carry out your strategic priorities? (*X system could be your learning management system, or your enrollment system, etc.*)



All engagements led by former educators in leadership positions with diverse backgrounds and extensive skill in strategic planning, management consulting, leadership development, instructional technology, implementation and roll-out, professional learning and data literacy.

Get started with a Digital Readiness Review today

Visit www.PowerSchool.com or call 1-877-873-1550 to learn more.



 PowerSchool

What does a Digital Readiness Review look like?

Approach and Timelines

PowerSchool's Education Solutions Team helps districts identify and review aspects of their digital ecosystem. Our team provides a clear process to thoughtfully engage stakeholders as you explore ways to support new initiatives, target continuous improvement, and progress monitor.



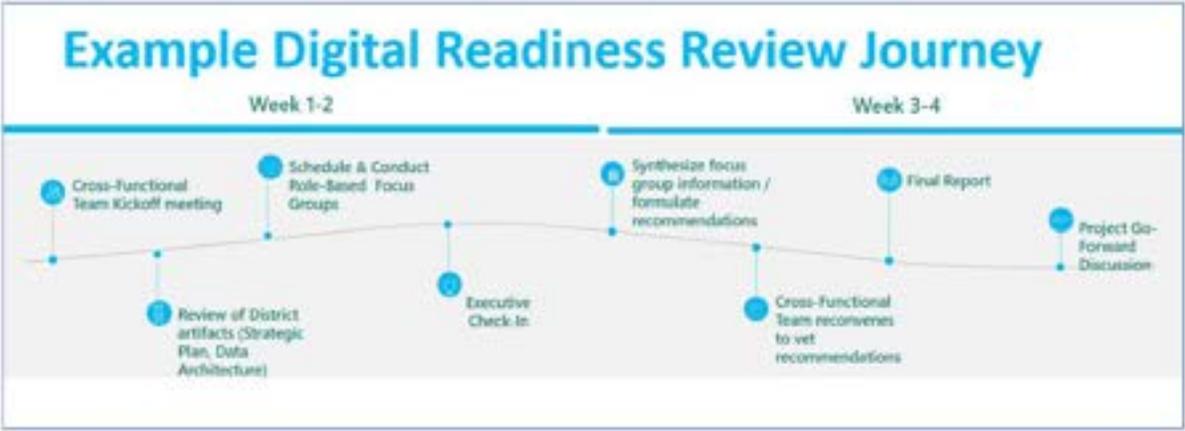
Overview
PS consultants assess the health of a District's digital ecosystem through a multi-week consulting engagement.



Approach
PS consultants facilitate Focus groups and interviews with District stakeholders.



Deliverable
PS consultants prepare a final report outlining strengths, gaps and high-level recommendations related to people, processes and systems.



Appendix C: Case Studies

The following section provides additional information about specific projects we have completed and continue to support for our clients. Please note that our solution, **Predictive Enrollment Analytics**, was previously known as Hoonuit and DecisionInsite (DI).

Redistricting & Modernization: Upper Merion Area School District

Background

Upper Merion Area School District, a K-12 district in eastern Pennsylvania, was in the middle of a redistricting effort when they contracted with PowerSchool, DecisionInsite at the time. Upper Merion had closed an older elementary school for modernization and were constructing a brand new elementary facility. The goals for this project included: 1) accommodating the reopening of the modernized school facility, 2) creating a new attendance area for a new school building, increasing the number of elementary campuses from four to five, and 3) incorporating the transition from half-day kindergarten to full-day kindergarten across the district for the first time.

Challenge

The challenge was to create balanced enrollment across the district for their five elementary schools and clearly communicate these changes to all families and students affected.

Solution

Upper Merion leveraged PowerSchool's robust technology, including enrollment analytics and redistricting analysis tools, and utilized their boundary consultants throughout the process. PowerSchool consultants worked alongside district leadership as they created different viable boundary scenarios using our platform's boundary creation capabilities.

A key component of the redistricting process was providing 10-year enrollment projections. Residential Development Research was incorporated in order to provide Upper Merion with a picture of student enrollment from new housing in the district. Combining these two facets of PowerSchool's platform set the stage for utilization of the geographic area projections tool, which provided enrollment projections for any defined geographic area such as new school boundaries.

As the project reached the community outreach phase, PowerSchool provided current mailing lists for those students affected by changes in elementary boundaries and customized the platform's online app to reflect the new boundaries so parents were able to quickly and easily find their assigned school's based on the new elementary boundaries.

Result

The result was an efficient, smooth transition to new schools, new programs, and new boundaries that has greatly enhanced the educational experience for all students in the Upper Merion Area School District.

Growing Enrollment: Mount View Whisman School District

Background

Mt. View Whisman School District is located in the heart of California’s growing Silicon Valley area. The District had been grappling with overcrowding and growth for many years. Two elementary schools, Bubb and Huff, which had been accommodating students in portable classrooms and were out of space and no longer able to meet the State’s teacher to student ratio mandates. The District formed a task force to work with PowerSchool, DecisionInsite at the time, and other District consultants to develop a plan to relieve the overcrowding and create a new attendance area for a new elementary school.

Challenge

The District had open enrollment policies that had been in place for some time and a significant number of students were already attending a school other than their assigned schools. A large portion of Mt. View Elementary’s attendance area would now be served by the new school. The desire for small compact neighborhood school zones and safe walking routes to school as well as socioeconomic factors were also considerations.

Solution

PowerSchool’s boundary consultants developed two boundary scenarios and help facilitate a number of task force meetings. PowerSchool’s platform provided quick access to data to help analyze the viability of suggested modifications to the scenarios created. The boundaries also limited the enrollment pool for the popular Bubb and Huff elementary schools to residents living south of El Camino Real, which was seen as an important way to reduce overcrowding at both schools.

Result

On June 15, 2017, the board adopted “Scenario A” on a 4-1 vote. PowerSchool’s boundary consultants continued to work with District staff to model the phasing in of the boundaries and work on policies surrounding the “grandfathering” of students currently enrolled in specific schools. The new boundaries unified families in the northeast region of the city by zoning the Whisman, Slater and Wagon Wheel neighborhoods for Slater Elementary. The boundaries also shifted the Shoreline West neighborhood from Bubb Elementary—one of the most crowded schools in the district—to Landels Elementary.

Overcrowded Schools: Huntley School District 158

Background

Leggee, the District's only K-5 building, was facing overcrowding because of two major housing developments. "We have plenty of room in our K-5 buildings districtwide," said Superintendent John Burkey. "We do not have a space problem. We need to move some students out of Leggee to our (other) elementary schools. The ideal capacity for Leggee is about 850 (students). This will get it down to 600. We need it to be lower than 800 because Leggee still has growing neighborhoods."

Challenge

With the largest geographic boundaries, Leggee Elementary was projected to be over capacity by 346 seats the following year and by 607 seats in 2024, while the district's four other elementary schools all were all projected to be under capacity within that span, according to 10-year enrollment forecasts developed by PowerSchool's team of analysts. The District had a timeline which included a number of already planned community forums. This required PowerSchool's boundary consultants to develop three scenarios as quickly as possible.

Solution

PowerSchool's boundary consultants assisted District staff in developing guiding principles and participated in the community forums held during the boundary change process. Additionally, three scenarios were developed which modified middle and elementary school boundaries. A clean dividing line along Route 47 was included in the scenarios. A phase-in process was developed as well as the option to accelerate the phase-in, if desired.

Result

The District's Board of Education voted to approve the boundary changes as recommended by the administration at the Board's March 19, 2015, meeting. The approved option was presented to the Board at its February meeting as "Scenario 1," along with two other viable options to reduce overcrowding at Leggee Elementary School. Among other positives, the Board selected the option because it allows changes to be phased in over three years.

Declining Enrollment: El Rancho Unified School District

Background

El Rancho Unified School District, located in the city of Pico Rivera, began to experience a decline in enrollment during the 2003-04 school year. By the 2007-08 school year, they had reduced 48 certifiable positions and had 39 available classrooms. While their high school was busting at the seams, the

enrollment in their 12 elementary schools was on the decline and all projections indicated this trend would continue.

Challenge

It became clear that consolidating elementary schools would be necessary. However, closing schools is very political, and past experience indicated it would be a time-consuming process. “Our Superintendent had been through a similar process years ago and spent countless hours repositioning pinheads on a map to change boundaries,” says Lydia Cano, Chief Business Officer for the District. “We knew there was an easier way to get the information we needed and we had to act fast.” EL Rancho quickly began seeking outside consultants who could help them manage this process.

Solution

In the fall of 2007, the District contracted with PowerSchool, DecisionInsite at the time, to help them determine which schools should be closed. PowerSchool was quick to gather the necessary information and the District was up and running with the PowerSchool system in January 2008. A District Facilities Advisory Committee formed, which met for six weeks. During this time, they used our solution to review multiple scenarios, and ultimately made a recommendation to the Board as to which schools should be closed.

Result

The Advisory Committee met with the Board in April 2008. Their presentation indicated the need to close three schools. At the May 2008 meeting, the Board decided to close four elementary schools. Despite requiring the use of portables for a time, the Board opted to close an additional school now rather than re-visit another closure in the near future. The 2008-09 school year is off to a smooth start with projected numbers being right on the mark.

Boundary Reconfiguration: Fontana Unified School District

Background

Fontana grew from a semi-rural steel town with areas of heavy industrial and commercial land use, to now include multi-family housing, older single-family homes and more recent planned developments, becoming a mix of urban, suburban, and semi-rural areas. Fontana USD was established in 1923 and unified in 1956. Due to changing populations, growth, and the city’s bisection by two major freeways, the district includes some schools that are not located in the most convenient areas for the student population. Past recent development brought five years of explosive growth which necessitated four new elementary schools, one middle and one high school. The district has since experienced a slight decline in enrollment which has continued for the past four years.

Challenge

There is severe overcrowding at Fontana High School. Property became available in a different location that would be ideal for a new high school. However, adding a new high school would require reconfiguring all of the high school boundaries. Also, a new elementary school is planned to open in 2012. It has been a number of years since the district reviewed its boundaries as a whole so they decided to review feeder patterns and align boundaries for all school levels. Yet the timeline was tight — with a new high school set to open in 2010, the district needed ample time to prepare parents, teachers, and students for the boundary changes.

Solution

In October 2008, the district contracted with PowerSchool, DecisionInsite at the time, to navigate the reconfiguration process. Upon receiving data from the district, PowerSchool moved quickly to provide various boundary scenarios that were evaluated by the Boundary Review Committee, presented to the community for input, and ultimately presented to the Board. PowerSchool helped the district present the information to board and community members in an understandable, helpful manner.

Result

The Board approved the boundary recommendations on March 18, 2009, giving the district more than one year to inform parents, teachers, and students about upcoming changes.

School Reconfiguration: Paramount Unified School District

Background

In the early 1990s, Paramount Unified School District was growing by 400 students per year. During a ten year period, six new schools were built and the district reconfigured to a K-8 format on a multi-track, year-round program and implemented class-size reduction in grades K-3.

Challenge

In the early 2000s, enrollment flat-lined and it became apparent that the K-8 configuration was no longer serving the students well. The District moved off the multi-track schedule and aligned with a single track schedule. However, the middle grade students needed more challenging experiences. The high school drop-out rate had not improved and students were scoring poorly on major tests. It was clear that changes must be made to help prepare students for success in high school and beyond.

Solution

In 2006, PowerSchool, DecisionInsite at the time, was hired to help the district determine various scenarios that would reconfigure schools and boundaries to best accomplish their goals by balancing enrollment and creating middle schools. “[PowerSchool] had the perfect system to help us,” says Patti Cummings, Director of Facilities. “We were able to go through reconfiguration options on our own, which saved time and money.” After looking into various scenarios, the recommended course of action

involved reconfiguring most schools to a K-5 and 6-8 format. This would provide more classes and elective opportunities for students in grades 6-8, while further strengthening the K-5 instructional programs.

Result

The Reconfiguration Task Force reviewed the recommendations and in January 2008 the Board approved the new format. The new configuration will begin in the 2009-10 school year. Reconfiguration will benefit students and the district in several ways. In the three new middle schools, students will now have elective courses in Spanish, Instrumental Music, Chorus, Computer Technology and Art. The district will benefit from new cost saving formulas such as fewer administrative salaries and better utilization of personnel and facilities.

Enrollment Projections: Anaheim City School District

Background

Anaheim City School District has been on a multi-track, staggered session calendar for several years in an effort to handle over-crowding. In recent years, declining enrollment required the District to consider making changes to its current calendar configuration and attendance boundaries.

Challenge

While a decline in enrollment was predicted and expected, the rate of decline was far greater than anyone anticipated. On average, Anaheim City was losing 700-800 students each year. The District could not find a way to accurately project this rate of decline and after being off projection by 330 students for the 2004-2005 school year, finding a reliable enrollment projection solution became even more critical. The District needed reliable enrollment projections that would look forward five and ten years in order to assess and investigate alternative calendar and boundary configurations and ensure that students would not be required to change schools more than once.

Solution

In the spring of 2006, Anaheim City School District contracted with PowerSchool, DecisionInsite at the time, for enrollment projections and use of our software solution. In their first year, PowerSchool's projections came within 86 students! The District also used several tools in our solution to create countless calendar and boundary configuration scenarios.

Result

In January 2007, the Board approved attendance boundary changes at 14 schools and the movement of 17 schools to single track. The goal is to create neighborhood schools within walking distance for students and to benefit as many students as possible. The District held 25 meetings in the community to explain how and why these changes were made. They made it clear to parents that their intention is for students to only change schools once. More reliable projections also helped the District allow for a

certain number of transfers between schools for students who want to remain where they are. Our solution made it possible for Anaheim City School District to get a handle on enrollment projections and hone in on details necessary to make appropriate decisions about school calendar and boundary configuration.

Capacity & Staffing: Bakersfield City School District

Background

BCSD, a large K-8 district one hundred miles north of Los Angeles was grappling with school capacity challenges. BCSD is like most school districts that delay uprooting school communities and creating the political fallout of modifying school boundaries until student and financial needs demand change. With their changing communities and shifting student enrollment, the impact of past desegregation that created some non-contiguous elementary and middle school boundaries, and new housing development, the district was experiencing several issues: the loss of a neighborhood school concept and an aligned feeder school system; some schools that were over capacity and some that were under capacity; costly student bus transportation impacting the general fund; and the need to identify boundaries for a new elementary school and new middle school opening in less than two years.

Challenge

Manage a process that builds community support for the district and Board's action to change and transition to school boundaries that addresses the issues listed and best meets the needs of all students. Resources Needed: Gathering data and displaying and analyzing boundary options with data are critical to a successful process including: 1) Reliable ten-year student enrollment projections for existing schools; 2) Accurate school capacities based on potential class sizes for different grade levels; 3) The technology to draw multiple school boundaries and extract geographic area ten-year student enrollment projections for each new boundary under consideration; 4) The technology to graphically display current and potential new boundaries overlaid on street maps, distances, where students reside, where new development impacts schools, and how feeder schools align; 5) The technology to consolidate all data and boundary scenario visuals into PowerPoint slides that can be used with district staff, boundary advisory committees, parent forums, and the Board of Education throughout the change process; and 6) Support of an educator having experienced similar issues and process with other districts.

Solution

BCSD contracted with PowerSchool, DecisionInsite at the time, to utilize our technology, enrollment analytics and consulting expertise. PowerSchool staff provided access to our solution for enrollment projections, school capacity and staffing analysis, other significant reports and data, and PowerSchool's platform. A PowerSchool Senior Consultant worked with district leadership and the district's boundary advisory committee throughout the boundary development and proposal process to provide the resources needed and listed above, and the experience of working with other school districts through similar activities.

Result

Based on the BCSD staff's work and recommendation, their Board of Trustees was able to take action and come to a successful conclusion on their boundary change process with critical buy-in and support from their parent community. Viable new school boundaries were created for the new elementary and new middle schools. Neighborhood schools were restored to their communities by reducing the number of schools with non-contiguous boundaries to one elementary school and one junior high school. The need for student bus transportation was significantly reduced. Feeder K-5 schools to 6-8 middle schools were aligned, and feeder K-6 schools to 6-8 and 7-8 middle schools and junior high schools were aligned.

