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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
 Sondra Aguilera, Chief Academic Officer
 Clifford Hong, Superintendent, Middle School Network
 Wesley Jacques, Executive Director, Academics and Instruction
 Claire Fisher, Director, Instruction PreK-12
 Kelleth Chinn, Coordinator, Instructional and Assessment Technology

Meeting Date May 24, 2023

Subject Services Agreement with PowerSchool Group LLC

Ask of the Board

Approve Services Agreement
 Ratify Services Agreement

Services Schoology is an advanced learning management system (LMS) that enables teachers to post assignments online and students to submit assignments. It includes a gradebook that can be shared with families, promoting transparency and increasing families' involvement in their child's education. It will support improved curricular alignment and collaboration between teachers across school sites. Schoology also supports mastery-based learning, as it provides a range of features that can help students, teachers, and families track progress, set goals, and identify areas for improvement.

Term Start Date: May 1, 2023 End Date: June 30, 2024

Not-To-Exceed Amount Total amount not to exceed \$99,134.44 for Licensing, End User Support, Assessment and Reporting

Competitively Bid No
 Exception: Sole Source
 Our process to decide on Schoology has been extensive, with input from multiple stakeholders, especially teachers and staff at school sites. As part of our research, we determined that Schoology is the only major learning management system that meets *all* of the following criteria:

- Specifically designed for K-12 districts
- Gradebook can integrate with Aeries

- Allows advisors to support students with access to student gradebooks and assignments
- Provides easy family access to the platform, with support for a variety of home languages

Funding Source(s)

Funding Resource: Resource 0006/S&C Carryover Fund

Background

PowerSchool is the leading K-12 education technology provider of solutions that improve the education experience for 100 million students, teachers, and parents in over 70 countries around the world. They provide the industry's first Unified Classroom experience, empowering teachers with best-in-class, secure, and compliant online solutions, including student information systems, learning management and classroom collaboration, assessment, analytics, behavior, and special education case management. We streamline school office and administration operations with online solutions for student registration, school choice, and finance/HR/ERP. PowerSchool drives student growth through digital classroom capabilities and engage families through real-time communications across any device.

Attachment(s)

- Service Agreement with PowerSchool Group LLC
- Schoology Quote and Scope of Work

SERVICES AGREEMENT, 2022-2023

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"):

PowerSchool Group LLC

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date ("Start Date"):
May 1, 2023.

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"):
June 30, 2024.

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:
\$Click or tap here to enter text..
- 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 forty-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 440
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

VENDOR

Name: PowerSchool Group LLC
Title: General Counsel
Address: 150 Parkshore Drive
City, ST Zip: Folsom, CA 95630

Phone: +1 (916) 467-5215
Email: LegalNotices@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, and two million dollars (\$2,000,000) aggregate, for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. 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.

- b. Workers' Compensation Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

17. **Testing and Screening.**
 - a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.
 - b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in **Exhibit A**, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD.

Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.
 - c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services.
 - d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

18. **Incident/Accident/Mandated Reporting.** [Intentionally Omitted.]

19. **Coronavirus/COVID-19.**
 - a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.

20. **Assignment.** [Intentionally Omitted.]
21. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and 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 VENDOR 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.

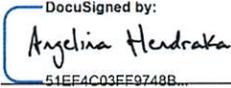
- a.** Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that 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.

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

VENDOR

Name: Angelina Hendraka

Signature: 

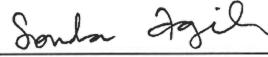
Position: Chief Accounting Officer

Date: 4/27/2023

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: Sondra Aguilera

Signature: 

Position: Chief Academic Officer

Date: 4/27/2023

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

Name: Kyla Johnson-Trammell

Signature: 

Position: Secretary, Board of Education

Date: 5/25/2023

Approved as to form by OUSD Legal Department

Joshua R. Daniels



April 28, 2023

Name

Signature

Date

EXHIBIT A

- 1A. **General Description of Services to be Provided:** *Provide a description of the service(s) VENDOR will provide.*
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.
- 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:
\$99,134.44
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.)
 - Corporal Punishment Insurance Coverage. (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.)
 - 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.)
 - X Fingerprinting/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.)



PowerSchool Group LLC
 150 Parkshore Dr., Folsom, CA 95630
 Quote #: Q-770674 - 1
 Quote Expiration Date: 31-MAY-2023

Sales Quote - This Is Not An Invoice

Prepared By:	Eric Toms	Customer Contact:	Kelleth Chinn
Customer Name:	Oakland Unified SD - CA	Title:	
Enrollment:	6,747	Address:	1000 Broadway
Contract Term:	14 Months	City:	Oakland
Start Date:	1-MAY-2023	State/Province:	California
End Date:	30-JUN-2024	Zip Code:	94607
		Country:	United States
		Phone #:	5103262646

Product Description	Quantity	Unit	Extended Price
Initial Term 1-MAY-2023 - 30-JUN-2024			
License and Subscription Fees			
Schoology LMS Subscription	6,747.00	Students	USD 44,080.40
PowerSchool Schoology End User Support	6,747.00	Students	USD 16,530.15
Schoology LMS One Time Discount	1.00	Each	USD -8,658.65
PowerSchool PM Assessment and Advanced Reporting Core+	6,747.00	Students	USD 36,799.26
PowerSchool PM Assessment and Adv Reporting End User Support	6,747.00	Students	USD 12,987.98
PowerSchool Performance Matters SEL Survey	6,747.00	Students	USD 0.00
PowerSchool Performance Matters One Time Discount	1.00	Each	USD -31,542.23
PowerSchool Performance Matters One Time Discount	1.00	Each	USD -7,112.47
License and Subscription Totals:			USD 63,084.44
Professional Services and Setup Fees			
Schoology LMS Implementation - Comprehensive	1.00	Each	USD 12,000.00
PowerSchool PM Assessment and Adv Reporting Guided Deploy	1.00	Each	USD 13,500.00
Professional Services and Setup Fee Totals:			USD 25,500.00
Training Services			
Schoology Remote Professional Development	6.00	Hours	USD 1,800.00
Schoology Onsite Professional Development	1.00	Day	USD 3,500.00
PowerSchool PM Per Person Per Day Training Remote	15.00	Each	USD 5,250.00
Training Services Total:			USD 10,550.00
Subscription Period Total			

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

Total Discount	USD 64,827.44
Initial Term	1-MAY-2023 - 30-JUN-2024
Amount To Be Invoiced	USD 99,134.44

Due Date	Payment Amount
1-MAY-2023	USD 0.00
1-JUL-2023	USD 99,134.44

Annual Ongoing Fees as of 1-JUL-2024 - Fees subject to an annual uplift, which will be reflected on renewal quote

Item	Rate	Unit	Total
Schoology LMS Subscription	6,747.00	Students	USD 37,783.20
PowerSchool Schoology End User Support	6,747.00	Students	USD 14,168.70
PowerSchool PM Assessment and Advanced Reporting Core+	6,747.00	Students	USD 31,542.22
PowerSchool PM Assessment and Adv Reporting End User Support	6,747.00	Students	USD 11,132.55
PowerSchool Performance Matters SEL Survey	6,747.00	Students	USD 0.00

Annual Ongoing Fees Total: **USD 94,626.67**

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/

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

POWERSCHOOL GROUP LLC
Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Oakland Unified SD - CA
Signature:



Printed Name: Sondra Aguilera

Title: Chief Academic Officer

Date: 10-MAR-2023

Date: April 27, 2023

*****Sales Quote - This Is Not an Invoice*****



Statement of Work

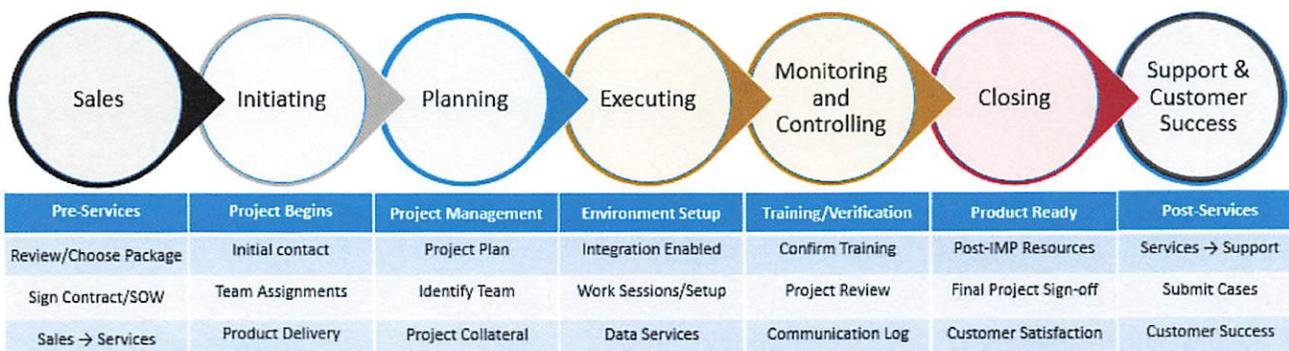
Purpose of Document

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).

Released January 2021

Document Owner: PowerSchool Group LLC, Product Deployment Solutions

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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

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Schoology Comprehensive Statement of Work

Services

After we have received a signed Quote, a member of our onboarding team will schedule a Kick-off Call to begin the onboarding process. The Kick-off Call will give you the opportunity to introduce your key stakeholders, meet the LMS project team, review the onboarding process, and review your goals for adopting Schoology. During the Kick-off Call, your Project Manager will review the items above, address next steps, and address any questions you might have.

Following the Kick-off Call, your onboarding team will work with you and the Schoology project team to analyze the onboarding milestones. We will establish a timeline for the onboarding of your Schoology instance, which includes rollout, integration services, project management and professional development tailored to your needs. Schoology will provide continual support throughout the onboarding process.

Onboarding

During the beginning stages of the onboarding process, Schoology's team will work closely with your onboarding team to help guide them through the Schoology setup process. Items included in your onboarding are Schoology configuration, data consolidation, custom branding, domain customization, technical planning, data population, user authentication and platform consulting. These items contribute to the overall success of your onboarding strategy.

In addition to the standard onboarding services, you will also receive:

- Regular status calls for monitoring the progress of the onboarding
- Project Management services to support with creation and execution of project plan
- Access to a full onboarding team, including an Educational Impact Consultant (EIC).
- Instruction and consulting on system administration tools.
- Assistance with all aspects of the onboarding process via guidance, documentation, and platform consulting.
- Guidance for setting up custom authentication or single sign-on.
- Guidance and Best Practices for migrating data from existing LMS into Schoology.
- The creation of a Test Environment for importing and verification of data.
- Assistance with internal marketing to increase awareness and help maximize the transition to Schoology.

A successful onboarding is one that aligns with your organization's goals. The Schoology team will work with you to provide guidance and support throughout the onboarding process to ensure your goals are achieved. After completing your onboarding process, you will continue to engage with your Educational Impact Consultant and the Support team to ensure your adoption of the platform is successful.

Authentication Services



Schoology Comprehensive Statement of Work

As part of these services, the project team will assist the customer to configure Single Sign On (SSO) for the PowerSchool product(s) undergoing implementation under the scope of this statement of work. Additionally, the team will assist with the enablement of the PowerSchool AppSwitcher for any other live PowerSchool product(s) (i.e., already implemented) where AppSwitcher is supported. This will be a one-time setup for which the implementation team will assist with the setup and configuration of the authentication services for live product(s), and the currently implemented product(s).

PowerSchool Responsibilities

- Update user accounts to ensure matching between systems
- Configure SSO
- Configure AppSwitcher with current and new PowerSchool products

Customer Responsibilities

- Identify and enable the Identity Provider (IDP) for setting up of SSO
- Test the setup of Authentication services and AppSwitcher

Completion Criteria

- Customer signs the final checklist that Authentication Services are complete

Training

Training is an important aspect of your onboarding. Experience has shown us that developing Schoology experts within an organization helps our clients achieve continued success using Schoology. You will work with a member of Schoology's Professional Development team to draw from our extensive course catalog to develop an appropriate training plan that best fit your needs.

Remote Training

Our web training is setup for a maximum of 15 attendees and we recommend holding them in a computer lab with a projector and speaker phone. Most sessions are one to two hours in length and are most successful with a moderator present to facilitate questions. No-shows to sessions or cancellations within 24 hours can result in the loss of web hours of training.

As part of your onboarding, you will receive the following training:

- Schoology Enterprise System Administration Training
- Schoology for Master Instructors; 1 group of 15 attendees
- Follow-up Schoology Training Sessions (hours outlined in signed contract); groups of 15 attendees; your choice of courses from the course catalog

A successful Schoology rollout is one that aligns with your needs and goals. The Schoology Professional Development team will work with your project leaders in advance to determine the most effective training plan for your organization. The Schoology team strives to ensure that you have a positive onboarding experience, receive effective professional development, and have access to appropriate support resources after your onboarding is complete.



Performance Matters Assessment & Advanced Reporting Guided Statement of Work

Initiating

PowerSchool Responsibilities

- Send Welcome Email
- Identify PowerSchool Project Team
 - Project Manager
 - Application Specialist(s)
 - Strategic Solutions Consultant (SSC)
- Schedule Session One: Kickoff Meeting
- Provision and configure production environment

Customer Responsibilities

- Identify Customer Project Team
 - **Primary Contact:** this individual is the primary point of contact between PowerSchool and customer for the duration of the project; they will distribute tasks to the customer project team and will partner with PowerSchool to ensure the implementation remains on track and milestones are completed on time.
 - **Assessment & Curriculum Director:** this individual is a district-level administrator who is knowledgeable about curriculum and content; they will partner with PowerSchool to ensure that assessment and curriculum requirements are being met, and will provide insight into how Performance Matters can better meet those needs.
 - **Data Lead Specialist:** this individual is a data administrator, or anyone with administrative access to your SIS; they should also be familiar with exporting data files.
- Schedule Session One: Kickoff Meeting
- Identify assessment data measures that will be imported during implementation
- Identify methods for exporting and providing assessment data measures

Completion Criteria

This activity will be considered complete when:

- Project Teams are identified
- Session One: Kickoff Meeting is scheduled



Performance Matters Assessment & Advanced Reporting Guided Statement of Work

Planning

PowerSchool Responsibilities

- Conduct Session One: Kickoff Meeting
- Provide best practice recommendations on roles, resources, and milestones
- Update the Project Plan to reflect anticipated implementation timeline and assigned resources
- Identify tentative dates for training
- Schedule regular project status update sessions

Customer Responsibilities

- Attend Session One: Kickoff Meeting
- Partner with PowerSchool resources to establish implementation timeline and business needs
- Partner with PowerSchool resources to establish tentative training dates
- Review provided PowerSchool documents post-Kickoff Meeting
- Manage business process change

Completion Criteria

This activity will be considered complete when:

- Session One: Kickoff Meeting is completed
- The Project Plan is revised and updated
- Authentication document is completed and delivered



Performance Matters Assessment & Advanced Reporting Guided Statement of Work

Executing

During the Executing phase of the implementation project, PowerSchool will partner with the customer to configure and set up the solution, dictated by the package and services purchased:

Assessment & Advanced Reporting Guided Package | 12-Week Implementation

- Analytics (Baseball Card, Scoreboard, My Dashboard)
- Assessment (Online Assessments and Student Item Analysis)
- Comprehensive Data Imports
 - Core Files (student, teacher, course, schedule, school)
 - Grades, Attendance (daily and/or period), Discipline
- State assessment measures data imports (including up to three years of historical data)
- Partner assessment measures data imports
 - iReady
 - NWEA
 - STAR
- Three supported third-party assessment measures data imports (including up to three years of historical data)
- Integrations (as applicable)
 - PowerSchool SIS Gradebook Writeback
 - eSchoolPLUS Teacher Access Center Writeback
 - Schoology
 - Behavior Support (Kickboard)
- Interventions & Early Warning System (EWS)
- Staff & Student SSO (SAML)
- Training: 5 participants, 2 days, remote

Authentication Services

As part of these services, PowerSchool will assist the customer to configure Single Sign On (SSO) for the PowerSchool product(s) undergoing implementation under the scope of this statement of work. Additionally, PowerSchool will assist with the enablement of the PowerSchool AppSwitcher for any other live PowerSchool product(s) (i.e. already implemented) where AppSwitcher is supported. This will be a one-time setup for which the PowerSchool implementation team will assist with the setup and configuration of the authentication services for live product(s), and the currently implemented product(s).

Throughout the implementation project, PowerSchool will schedule and conduct regularly recurring working sessions, roughly following the below guidelines.



Performance Matters Assessment & Advanced Reporting Guided Statement of Work

Note: this is a tentative outline of each project session, and may change based on timeline requirements):

Session	Topics
Planning	
Session 1: Kickoff Meeting	Review Implementation Process, Deliverables, Expectations, Project Plan Capture answers to Discovery Questions
Executing	
Session 2: Core Data	Pull & Schedule Core Files (Student, Teacher, Course, Schedule, School) Pull & Schedule Grades, Attendance (daily and/or period), Discipline Review requirements and layouts for assessment files
Session 3: Core Data Review	Address outstanding questions related to core data imports Discuss student login, custom user and custom filter files Review assessment data layouts Review color cuts for grades and assessment data requirements
Session 5: Observational Assessment & Item Bank Consulting	Q&A for Assessment Configuration Observational Assessment Demo Review Item Banks: Search, Permissions, Duplication, Category & Course Type
Session 4: Assessment Configuration	Review and configure key assessment settings Review training plan
Session 5: Status Check-In	Review implementation status Review and configure single sign-on (SSO)
Session 6: Early Warning System (EWS)	Review and configure EWS Confirm EWS configuration completed
Session 7: Status Check-In	Review project plan Review imported assessment data and signoff on each assessment type Confirm SSO login for staff and students
Session 8: Intervention	Review and configure intervention Determine next steps for intervention roll out Review intervention training options
Monitoring	
Session 9: Final Data Overview	Status check-in and final data overview Data Q&A Identify technical contacts



Performance Matters Assessment & Advanced Reporting Guided Statement of Work

Session 10: Admin Walkthrough

Review solution end-to-end

Session 11: Transition to Support:

Review methods for contacting Support

Introduce next steps and complete implementation project



Performance Matters Assessment & Advanced Reporting Guided Statement of Work

PowerSchool Responsibilities

Project Management

- Schedule and conduct regularly recurring remote working sessions
- Maintain project plan with updated assignments and due dates
- Provide status updates and meeting notes to all project team members
- Ensure timely completion of milestones and maintain adherence to project timeline
- Partner with customer to coordinate training and product rollout

System Configuration & Data Imports

- Provision production site and configure features and permissions
- Guide customer to pull and schedule core data and grades, attendance, and discipline
- Guide customer to import and validate assessment data using provided templates
- Update user accounts to ensure matching between systems
- Configure SSO and AppSwitcher with current and new PowerSchool products
- Collaborate with customer to ensure solution is configured appropriately

Consulting

- Offer consultative services adhering to best practices
- Partner with customer to coordinate training and product rollout
- Provide demo of Observational Assessment and reporting
- Provide overview of purchased item banks and their corresponding functionality

Customer Responsibilities

- Participate in regularly recurring remote working sessions
- Track completion of assigned tasks and determined due dates in project plan
- Ensure timely completion of deliverables and milestones while adhering to project timeline
- Pull and schedule core data and grades, attendance, and discipline
- Extract assessment data from existing system(s) and provide in the requested format through SFTP account
- Import and validate assessment data using provided templates
- Review and verify accuracy of imported data
- Follow PowerSchool guidance throughout project to ensure solution is configured appropriately
- Manage customer process change throughout the project
- Provide signoff on specified milestones to confirm completion throughout project
- Collaborate with PowerSchool for consultation and best practices
- Identify and enable the Identity Provider (IDP) for setting up of SSO
- Test the setup of Authentication services and AppSwitcher



Performance Matters Assessment & Advanced Reporting Guided Statement of Work

Completion Criteria

This activity will be considered complete when:

- Core data has been pulled, scheduled, and verified
- Assessment data has been imported and validated
- Customer signs the checklist that Authentication Services are complete
- Consultation services have been provided to ensure best practices and effective adoption
- Customer has provided signoff on project milestones



Performance Matters Assessment & Advanced Reporting Guided Statement of Work

Monitoring

PowerSchool Responsibilities

- Provide guidance for standard user acceptance testing procedures
- Collaborate with customer to schedule purchased training session(s)
- Collaborate with customer for consultation and best practices

Customer Responsibilities

- Complete standard user acceptance testing procedures
- Collaborate with PowerSchool to schedule purchased training session(s)
- Collaborate with PowerSchool for consultation and best practices
- Manage business process change throughout the project

Completion Criteria

This activity will be considered complete when:

- Customer has completed standard user acceptance testing
- Customer has scheduled and coordinated training sessions(s)



Performance Matters Assessment & Advanced Reporting Guided Statement of Work

Closing

PowerSchool Responsibilities

- Review and verify completed project deliverables to finalize completion of project scope
- Introduce customer to Support contact methods
- Provide Confirmation of Deliverables document to customer for approval
- Provide Customer Satisfaction Survey

Customer Responsibilities

- Review and verify completed project deliverables to finalize completion of project scope
- Review Support contact methods and understand that Support will be the primary contact at project completion
- Review Confirmation of Deliverables document and provide approval
- Complete Customer Satisfaction Survey

Completion Criteria

This activity will be considered complete when:

- Customer provides approval of Confirmation of Deliverables document



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

OAKLAND UNIFIED SCHOOL DISTRICT
 Signature: Lisa Grant-Dawson
791F762BC84641F...
 Printed Name: Lisa Grant-Dawson
 Title: Chief Business Officer
 Date: 28-Jun-2022