St. Charles Parish Public Schools
Assessment Data Management System RFP

PowerSchool Group LLC
150 Parkshore Drive
Folsom, CA 95630
www.powerschool.com
Tel. 916-288-1725

St. Charles Parish Public Schools
Felecia Gomez-Walker, Superintendent
13855 River Road
Luling, LA 70070

Re: Assessment Data Management System RFP

March 8, 2017

Dear Ms. Gomez-Walker,

PowerSchool Group LLC is excited to present St. Charles Parish Public Schools (SCPPS) with our **PowerSchool Assessment and Analytics** solution in response to your RFP. Our system is designed to support a broad range of school and district needs, including all aspects of test delivery and data analysis for both local and state assessments. The proposal that follows provides a comprehensive Assessment solution, including exemplary services and ongoing support, designed specifically for the success of your schools.

PowerSchool Assessment and Analytics has been supporting educators and students since 2006. We are a qualified, experienced, and reliable partner with an understanding of the critical field of formative assessment. Our solution offers your schools an integrated user experience, combining PowerTeacher Pro with PowerSchool Assessment, featuring single-sign on and data exchange to provide a central platform designed to drive student learning, assessment, and instruction. The following features and services are included in our proposal:

Accessible and Balanced. PowerSchool Assessment enables educators to accomplish a tight correlation between curriculum, instruction, and assessment. Our system offers a content neutral platform that supports many different types and sources of test items, including technology-enhanced, constructed response, and multiple choice. The PowerSchool Assessment solution **offers a robust item bank of more than 27,900 items aligned to the Louisiana State standards.** PowerSchool is committed to working with SCPPS to ensure that our solution meets your needs as Louisiana State Standards change. Our content team has a robust system in place to adjust and create new content to align with updated standards. Included in our solution is a Student Growth Objective Tool which allows the district to set metrics and measure student growth and teacher effectiveness.

A 360° View of Student Progress. The PowerSchool Analytics module provides integrated tools like intervention tracking, behavior and attendance monitoring, and easy analysis of assessment data. Every stakeholder involved (district, school, and teacher) gets a full historical view of student progress to ensure that all students have the greatest chance to succeed.

Unified Classroom Experience. Centered on efficient collaboration between families, educators, and students, PowerSchool integrates student information, learning management, reporting and registration systems, assessment, and analytics to inform instruction. SCPPS's adoption of PowerSchool Assessment will not only allow you to **take full advantage of your existing PowerSchool investment**, but it will enable SCPPS to create a more unified classroom experience for your educators and students.

With seamless integration and fully leveraged data from your PowerSchool SIS and PowerTeacher Pro, PowerSchool Assessment will provide an unparalleled, holistic view of the student. Additionally, districts and schools save significantly on the technology budget by leveraging a unified platform, eliminating the need to maintain, integrate, and report across multiple systems. Solution rollout and training for teachers and administrators is faster with wider adoption and impact.

Thank you for considering our proposal for your important initiative. We look forward to discussing our proposed solution and answering any questions you may have. Please direct any questions or clarifications to your Account Executive, Jamie Maddox, at 615-448-5498 or jamie.maddox@powerschool.com.

Sincerely,

Mike Rhein
Senior Vice President, Sales
mike.rhein@powerschool.com

Table of Contents

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:	Mike Rhein Senior VP, Sales Direct: 651-592-7580 Email: mike.rhein@powerschool.com	Sales Contacts:	Jamie Maddox Account Executive Direct: 615-448-5498 Email: jamie.maddox@powerschool.com
PowerSchool Corporate Office:	PowerSchool Group LLC 150 Parkshore Drive Folsom, CA 95630 www.powerschool.com		Brian Rubin Solutions Consultant Direct: 540-685-3895 Email: brian.rubin@powerschool.com

1. Cost

Our pricing estimate for our proposed solution, implementation services, and training is provided at the end of this section, following our pricing assumptions and the completed Cost Summary Form from your RFP.

PowerSchool considers pricing information proprietary and confidential. PowerSchool considers that disclosure of this information to other vendors would put PowerSchool at a competitive disadvantage.

Pricing Assumptions

- The following offerings are included in our proposal:
  - PowerSchool Assessment
  - PowerSchool Analytics
  - PowerSchool Content Bank

- District pricing is provided based on a student population of 10,000 students and 22 schools.

- Ongoing PowerSchool Subscription/Maintenance and Support Fees are invoiced at then current rates and enrollment per terms of the Licensed Product and 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.

- The estimates provided in this price proposal are based on the assumption that the district is purchasing standard implementation services. 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.)

- This pricing does not include the hardware (laptops, desktops, mobile devices, scanners, etc.) required to utilize our software solutions.

- Unless specifically stated otherwise, PowerSchool assumes that our standard contract form is the basis for the final agreement.

St. Charles Parish Public Schools
Assessment Data Management System Cost Summary Form

Vendor __PowerSchool Group LLC__

E-rate Category _____   SPIN _____

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Cost for Year 1

Equipment (Assessment & Analytics Software)	$60,000
Installation (Implementation Services)	$4,500
Services	
Professional Development (Training - Onsite)	$3,000
Travel	
Supplies	
Other Items (Assessment Item Bank - 1 Subject)	included
Delivery	
Other/Miscellaneous	
Sub Total	$67,500
Equipment Required from Other Vendors	
Software Required from Other Vendors	
Services Sub-Contracted	
Miscellaneous Expenses from Other Vendors	
Grand Total for Turn Key Project	**$67,500**

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Recurring Cost for Years 2 & 3

Describe in detail the recurring cost for 2 years subsequent to year 1.

Annual Ongoing Assessment & Analytics Software Bundle: $60,000

Total Annual Ongoing: $60,000
subject to 3% uplift

==

In addition to this form, provide a detailed narrative with a breakdown of the cost associated with the project. This is a turn key project. The installation cost must include all expenses associated with "turning on" this service. Be sure to include **all** cost associated with successful completion of the project. Missing or hidden cost will lower your score when the proposals are evaluated. The costs submitted must be valid for at least 90 days from the due date.

Name: Mike Rhein   Title: Senior Vice President, Sales
              (print/type)   (print/type)
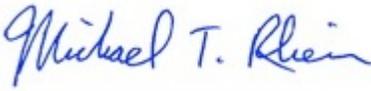
Authorized Representative: _Michael T. Rhein_   Date 03/08/2017
                                          (signature)   (print/type)

PowerSchool

Prepared By:	Jamie Maddox	Customer Contact:	
Customer Name:	Saint Charles Parish Public School District	Title:	
Enrollment:	10,000	Address:	13855 River Rd
# of Schools:	22.00	City:	Luling
Contract Term:	36 Months	State/Province:	Louisiana
Start Date:	5/31/2017	Zip Code:	70070
End Date:	5/30/2020	Phone #:	

Product Description	Quantity	Unit	Unit Price	Extended Price
License and Subscription Fees				
PS A&A Assessment & Content & Analytics Bundle	10,000.00	Students	USD 6.00	USD 60,000.00
		License and Subscription Totals:		**USD 60,000.00**
Professional Services and Setup Fees				
PS A&A Assessment & Analytics Base Implementation Fee	1.00		USD 4,500.00	USD 4,500.00
		Professional Services and Setup Fee Totals:		**USD 4,500.00**
Training Services				
PS A&A Product Training Full Day Onsite	2.00	Day	USD 1,500.00	USD 3,000.00
		Training Services Total:		**USD 3,000.00**

Quote Total			
		Total Discount:	**USD 43,400.00**
		Year One Total:	**USD 67,500.00**

Annual Ongoing Fees				
PS A&A Assessment & Content & Analytics Bundle	10,000.00	Students	USD 6.00	USD 60,000.00
		Annual Ongoing Fees Total:		**USD 60,000.00**

Fees for subsequent years within the term bound by the Start Date and End Date detailed on this quote will be equal to the 'Annual Ongoing Fees' amount uplifted by 3.0% in each following year.

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

CONFIDENTIAL

Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order.

In the event that this quote includes promotional pricing, said promotional pricing may not be valid for the entire period, as stated herein, that governs this quotes validity.

All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact quote number stated within.

2. Project Minimums

This section contains descriptions of how our proposed solution aligns with the project minimums outlined in your RFP.

R e q u i r e m e n t

The system must have the capability to upload and maintain students, courses, sections teachers and staff to the system from SIS (currently PowerSchool). This may be embedded or through a service. If through another service, this upload should be supported by the vendor. Automated update of SIS data must be in a timely fashion.

R e s p o n s e

Yes, as the PowerSchool Assessment piece is fully integrated with the PowerSchool SIS, we handle course mapping of teachers, students and staff. Data rosters can be set on an automated process.

R e q u i r e m e n t

The system must store and maintain assessment for both formative and summative assessments. Assessments include, but not limited to, state assessments (ie, LEAP 2025, EOC), national assessments (ie, ACT, CollegeBoard AP), local assessments (ie, benchmark, diagnostic, unit tests), teacher made assessments.

R e s p o n s e

Yes, the PowerSchool Analytics solution serves as a data warehouse and allows these scores to be stored, displayed, and disaggregated to allow the SCPPS to make informed decisions.

R e q u i r e m e n t

The system must provide web-based access for the teachers and administrators to view and disaggregate student assessment results. The software/service should generate secure logins from data in student information system.

R e s p o n s e

Yes, the PowerSchool Assessment and Analytics solution allows teachers and administrators to view and disaggregate student assessment results. All users have

unique logins. For teachers and administrators, we offer Single User Sign-on to access data information.

Requirement

The system must allow the user to scan, manually enter/edit and import assessment results.

Response

When using the paper pencil assessment options, users can utilize a free app or scan-email printer to grade assessments. The Constructed Response item allows teachers to manually enter/ edit results of the short answer essays based on a rubric.

Requirement

The system could include the ability for the assessment results to come from an online assessment application as either a part of the system or through a third party. If the system has online assessment capability, please describe the following:

- **test banks**
- **ability to modify and add questions**
- **user management**
- **test session creation and management**
- **rubrics**
- **tracking partial mastery or partial credit**
- **creation of items/test banks that includes technology enhanced items**

Response

The PowerSchool Assessment solution does allow the user to bring in their own items for online and paper pencil testing. This can include a third party system where the district owns the items.

Test Bank

The PowerSchool Assessment solution offers a robust item bank of more than 27,000 items aligned to the Louisiana State standards. All items are leveled using both Bloom's Taxonomy and Webb's DOK. The item bank includes a mix of multiple choice items and Technology Enhanced Items (Gridded Response, Multi Select, Drag and Drop, and Constructed Response). **PowerSchool also offers the opportunity to bring in either Certica or Inspect item banks as an option.** In terms of

resources, our resource bank levels all passages, short stories, and poems using both Lexile and Flesch-Kincaid leveling.

PowerSchool also allows their items to be modified to meet the needs of the learners. This includes editing the stem and adding/subtracting answer choices. Through permissions set by the district, items can also be brought into the system to enhance the districts bank. There are several ways to help train and assist users on how to enter items including technology enhanced items.

Assessments can be designed for both open, general teacher use, and for secure benchmark testing. The district can set testing windows and allow teachers/schools to access tests at specific, determined times.

When using a Constructed Response, short answer essay item, there is a rubric that is utilized to assign a score. The scoring rubric shows the stem, student answer, and a hot button scoring rubric that is viewed in one page. Scoring on these rubrics can reflect partial credit based on the assessor's determination.

Requirement

The system should be able to have multiple levels of proficiency, ie, LEAP 2025-Advanced, Master, Basic, Approaching Basic, Unsatisfactory; district assessments scale of 1-10 or 100 points.

Response

Both PowerSchool Assessment and Analytics allows the district to have multiple levels of proficiency. These assessments and data sources can be disaggregated to isolate and identify students in these different proficiency bands.

Requirement

The system must be able to align assessment results to Louisiana Student Standards. Any changes to the standards due to new content adoptions by the Louisiana Department of Education, should be able to be easily updated by the district or automatically uploaded by the vendor.

Response

PowerSchool has all items aligned to the current Louisiana Student Standards. As Louisiana adopts new standards, we handle the addition of the new standard format and realign the content to make sure it is aligned with the new standard requirements.

Requirement

The system must include a reporting system. The system should be able to print reports that are easy to read and will help guide instruction. The reports should be able to be exported. Reports should be easy to read with possible graphs and charts to guide instruction.

Response

Upon completion of an assessment reports are immediately available and easy to read. These reports target student needs and help drive instruction on how to best assist each student. Reports can be exported into CSV files for data folders. Most reports offer graphs to help guide instruction.

Requirement

The system should allow all staff to filter student groups (ie., by demographics, intervention groups, etc for reporting purpose.

Response

Yes, we offer several ways to filter student groups including demographics, intervention groups, school(s), grade level(s), teacher(s), and many more options.

Requirement

The system should have a dashboard for quick assessment analytics.

Response

Yes, we offer a Reporting dashboard for assessments.

Requirement

The system must be able to disaggregate multiple assessments (state, local, etc) at a time.

Response

Yes, the solution can disaggregate multiple assessments at a time and even combine these disaggregated reports.

Requirement

The system should have the ability to create customized reports.

Response

Yes, Report Builder in the Analytics Solution allows users to create customized reports.

Requirement

The system should have the ability to report item analysis depending on assessment entry method.

Response

Yes, the Assessment solution automatically runs item analysis reports on all submitted/ scanned reports.

Requirement

The system must be able to disaggregate the assessment results by student, class, course, school, district, grade level, Louisiana Student Standards, student demographics (ie, ethnicity, gender, LEP), assessment score/proficiency.

Response

Yes, we offer numerous ways to disaggregate the assessment results.

Requirement

Hardware and Software:

- **must be compatible with multiple operating systems, browsers**
- **must be able to operate on multiple devices (i.e., iPads, Chromebooks, PCs, laptops)**
- **could have an app for mobile devices**
- **must interface with PowerSchool (but does not change student information**
- **may be hosted on hardware of the school district or the vendor. If district owned hardware, please provide specs and include in the cost proposal**
- **must have hardware in sufficient numbers and with capabilities to support sustainability of data for 5 years**
- **must include all hardware needed (do not assume that the district has servers, scanners, etc.)**

Response

The PowerSchool solution is system agnostic and operates on every major up-to-date browser. Online assessments can be delivered on iPads, Chromebooks, desktops, and laptops.

PowerSchool offers a free app on iOS and Android devices for scanning. There is also an app for students to access the testing center.

We are fully integrated with the PowerSchool SIS and allow Single User Sign-on for easy access. The PowerSchool Assessment and Analytics solution are both web-based and do not require the district to use their space for storing the solution. We can support data for the past 13 years and maintain this data on a secure, FERPA Certified and eTRUST Certified server system.

PowerSchool

3. Ease of Use & Effectiveness

PowerSchool believes that providing today's schools and districts with a choice of flexible, interoperable and customizable technology solutions is critical to establishing the infrastructure needed to power performance across all stakeholder groups, be it schools, districts, administrators, teachers, parents, or students. We are eager to present **PowerSchool Assessment and Analytics** in response to St. Charles Parish Public Schools' (SCPPS) important initiative to offer an Assessment Data Management System to your schools.

Why PowerSchool Assessment & Analytics?

PowerSchool Assessment and Analytics is a platform designed to support a broad range of school and district needs. Our solution allows the effective use of formative, interim, and summative measures of student performance that address student needs immediately.

Aligned directly to Louisiana Student Standards, PowerSchool Assessment enables educators to accomplish a tight correlation between curriculum, instruction, and assessment. Data is made timely and accessible for students, teachers, and administrators, allowing for performance monitoring towards mastery of state standards.

SCPPS educators get a full 360° view of student progress to make sure all students have the greatest chance to succeed.

PowerSchool Assessment was founded by educators, and therefore we personally understand the needs of our clients and the importance of providing a solution that is intuitive, dependable, and supported when teachers need it the most.

The following is a summary of why PowerSchool has the right team and solution that will help SCPPS meet and exceed the goals and requirements outlined in your RFP.

Empowering Teachers and Improving Student Growth

The analysis and application of formative assessment data as part of a continuous improvement model is a powerful way to improve student achievement. Make data timely and accessible for your students, teachers, and administrators through a platform that is easy-to-use, well supported, and highly adopted.

> *PowerSchool Assessment assists teachers and administrators in making data-driven curriculum decisions in an effort to raise student achievement. Included in our solution is a* **Student Growth Objective Tool** *which allows the district to set metrics and measure student growth and teacher effectiveness.*

Following are some of the key components to our system:

- **Provides high quality standards and item banks** that support teaching and learning for K-12 in ELA, mathematics, science, and social studies. All items in our system are aligned to the Louisiana Student Standards as well as having a Bloom's Taxonomy and Webb's Depth of Knowledge level. PowerSchool Assessment has over 123,000 items aligned to the Louisiana Standards through our item bank and content partners.

- **Content neutral platform** that supports many different types and sources of test items. Users may create and deliver assessment utilizing any combinations of item types and content providers. Our system mirrors today's high-stakes assessments

- **Allows for the creation of multiple choice, technology enhanced (TEI), and constructed response items.** Educators at the school or district level can create, modify, share, and collaborate on an unlimited number of items as necessary.

- **Provides multiple online testing and offline testing options** to meet the unique needs of each student. SCPPS will have the flexibility to utilize the various assessment delivery methods and take full advantage of real time reporting.

- **Highest level of reporting data for all grade levels.** Results can be seen at the student, section, teacher, school, or district level, and can be filtered and viewed by standard, item, Bloom's Taxonomy level, and/or Webb's DOK level.

- **Visualizes data to help identify strengths and weaknesses** in an efficient and timely manner. PowerSchool Analytics offers clear data illustration and easy reporting so teachers and administrators spend less time manipulating data and more time focused on improving instruction.

- **Incorporate data, reporting, and graphs into your management** to improve performance in SCPPS. PowerSchool Analytics helps identify, foster, and develop school strengths and improve upon areas needing growth.

PowerSchool Assessment: Supporting over 2.1 million students, 240,000 teachers, & 3,200 schools

PowerSchool's Experienced Team

- The PowerSchool Assessment and Analytics solution has been supporting educators and students since 2006. We are a qualified, experienced, and reliable vendor with an understanding of the critical field of formative assessment and data analysis. We focus on helping our clients achieve measurable results by revealing academic growth opportunities for all students.

- Our dedicated team utilizes an interactive process that fully involves our users in all aspects of our engagement, resulting in a solution that the customer understands and more easily adopts.

- To demonstrate our capacity, to date, PowerSchool Assessment has served 3,292 schools, 240,632 teachers, and over 2.1 million students. Schools have delivered 4.3 million assessments with students answering more than 1 billion questions to date. These numbers are a testament to our highly effective, educator- and student-centered assessment system and implementation team.
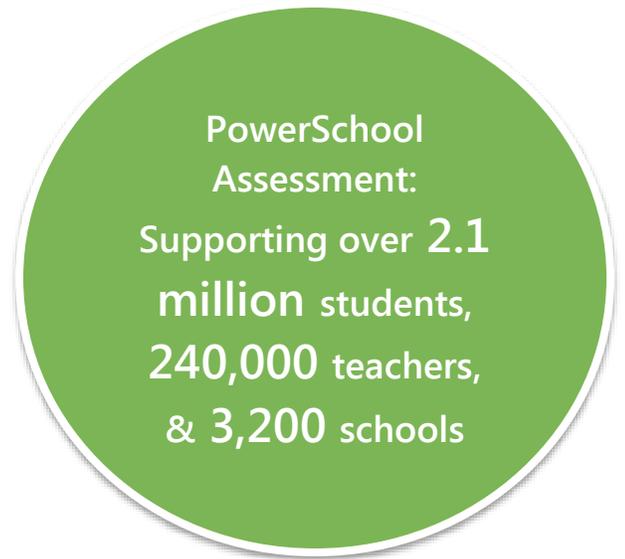
PowerSchool's Unified Classroom Experience

PowerSchool is the industry's first unified classroom provider for teachers, students, and parents. PowerSchool Assessment and Analytics is an essential component of PowerSchool's comprehensive K-12 platform.

Together, we are empowering teachers with one solution to improve instruction and learning in the classroom with unified, full-featured capabilities for attendance, lesson plans, grading, digital content, assignments, behavior, assessments, student performance, and student, parent, and teacher collaboration.

The PowerSchool unified classroom platform provides educators with a wide range of capabilities.

o **Unified engaging experience for teachers and students –** all student, school, and instructional information managed and accessed from one portal, on any device, one providing a unified system of record and engagement.

o **Enables collaboration and communication across teachers, students, and parents** – streamlined communication with internal messaging system completely secure and spam-free; all collaboration required, such as reminders, announcements, assignments, grades and progress are shared via portal, text, or email to students and parents.

o **Insights to drive student growth and improve learning outcomes** – provides all stakeholders, educators, students, and families with a holistic view of a student's academic performance and all school-related information in one portal.

o **Quick rollout and lower total cost of ownership** – Districts and schools save significantly on the technology budget by leveraging a unified platform, eliminating the need to maintain, integrate, and report across multiple systems. Solution rollout and training for teachers and administrators is faster with wider adoption and impact.
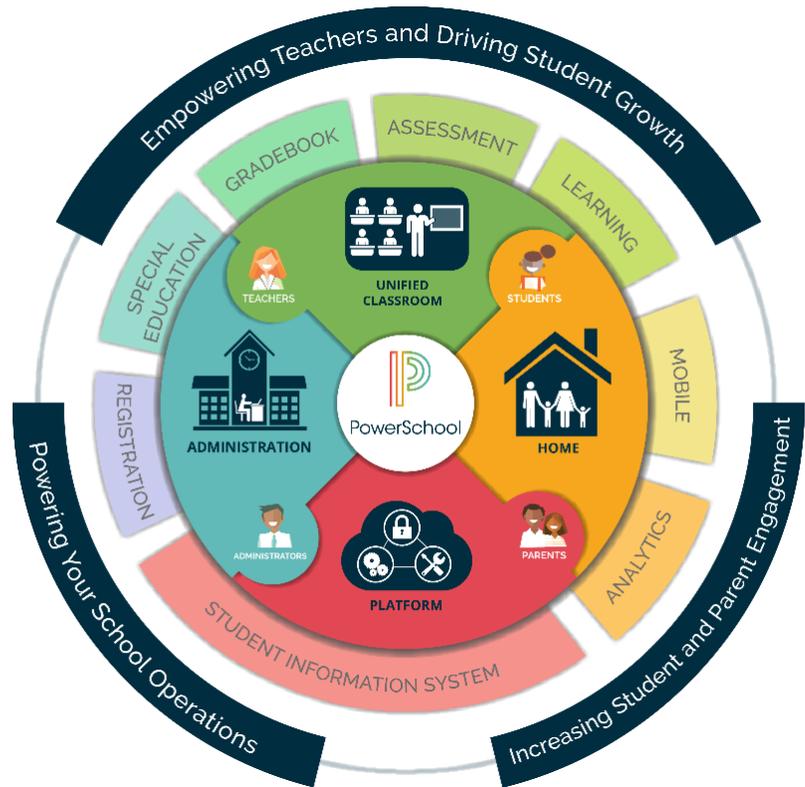
Delivering Next Generation Solutions with PowerSchool

PowerSchool's innovative education technology platform delivers an engaging experience for educators and students. It facilitates blended and digital personalized learning, fosters collaboration both inside and outside of the classroom and provides insights to drive student growth and improve student outcomes.

A connection with PowerSchool equals a commitment to excellence, both in service and support and in developing enhanced ways to manage data. Our proposal details how SCPPS can meet all of its Assessment Platform needs through a partnership with PowerSchool Group. We appreciate your consideration of our proposal, and we look forward to helping SCPPS students, teachers, and administrators achieve long-term success.

Solution Overview

The following is a list of items provided in this section for your review. We feel that these pieces of information, although beyond what is required in the RFP, will be of benefit to SCPPS in your evaluation of this proposal.

- Narrative overview of our proposed solution which further describes the functionality available with PowerSchool Assessment and Analytics, including screenshots for your review

- Outline of the technical specifications for using the PowerSchool Assessment and Analytics system, including requirements for platforms and browsers, internet connectivity, and mobile device requirements

- Recent AEM study on the rigor, validity, and unbiased nature of our proposed PowerSchool item bank and Student Growth Assessments

PowerSchool Assessment

PowerSchool Assessment is a comprehensive, web-based solution that enables schools and districts to create, formative, benchmark, and summative assessments that are delivered online or by paper/pencil; and receive real-time reports to guide instructional decisions. PowerSchool Assessment is a vendor hosted solution and is provided as a Software as a Service (SaaS) offering—requiring no installation by the district. **PowerSchool Assessment is capable of integrating securely and seamlessly with the district through both automated data management and manual data manipulation.** For seamless classroom application, assessments can be delivered online and offline within the PowerSchool Assessment solution. In each instance of delivery, reporting is immediately available with no latency, enabling the teacher to modify instructional approaches as needed.

The analysis and application of formative assessment data as part of a continuous improvement model is a powerful way to improve student achievement. PowerSchool Assessment benefits students, teachers, and administrators:

A content neutral platform that supports many different types and sources of test items. Users may create and deliver assessments utilizing many combinations of item types and content providers.

Standards Alignment. A tight alignment between standards, curriculum, instruction and assessment builds teacher confidence in the inferences drawn from assessment data.

An intuitive online testing interface. Online assessment is delivered through a multi-platform application - PowerTest™. The only requirements are an internet connection and browser for immediate access.

A balanced assessment system. Supports the effective use of formative, interim, and summative measures of student performance that address student needs immediately.

Technology Enhanced Items (TEI). Supports a wide variety of items types including drag and drop, hotspot, ordering, single line response, etc.

Incorporate data, reporting, and graphs into your management to help improve performance in your classes, schools and district.

PowerSchool

|		Identify trends, discover areas of weakness, and understand growth areas so you can better plan and allocate resources, helping you improve education and achievement.			Understand the state of affairs quickly and simply with clear data illustration and easy reporting so teachers spend less time manipulating data and more time improving instruction.

PowerSchool Assessments allows teachers and administrators to build their own formative assessments utilizing a huge bank of standards-aligned items, or by using pre-built assessments. Educators can distribute district-wide assessments, or collaborate across classes and schools to create assessments for the district. Permissions within the software enable the right people to have the right access, helping districts to understand and build student performance. The following pages contain screenshots of our application for your review.
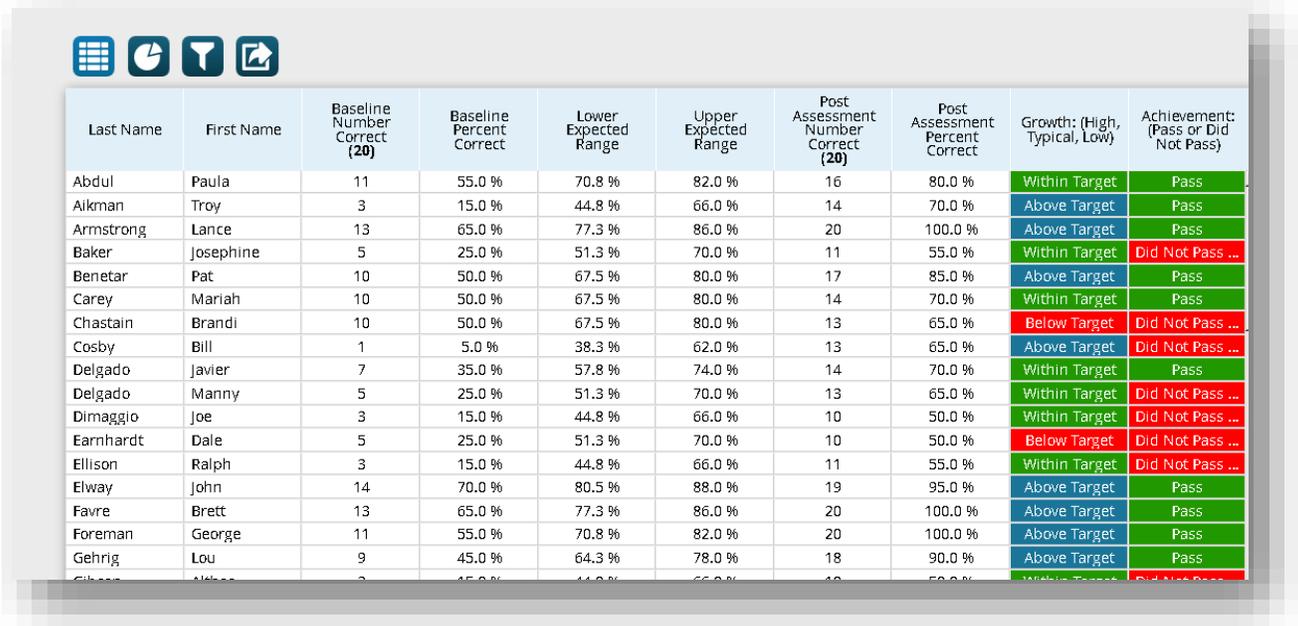
Last Name	First Name	Baseline Number Correct (20)	Baseline Percent Correct	Lower Expected Range	Upper Expected Range	Post Assessment Number Correct (20)	Post Assessment Percent Correct	Growth: (High, Typical, Low)	Achievement: (Pass or Did Not Pass)
Abdul	Paula	11	55.0 %	70.8 %	82.0 %	16	80.0 %	Within Target	Pass
Aikman	Troy	3	15.0 %	44.8 %	66.0 %	14	70.0 %	Above Target	Pass
Armstrong	Lance	13	65.0 %	77.3 %	86.0 %	20	100.0 %	Above Target	Pass
Baker	Josephine	5	25.0 %	51.3 %	70.0 %	11	55.0 %	Within Target	Did Not Pass ...
Benetar	Pat	10	50.0 %	67.5 %	80.0 %	17	85.0 %	Above Target	Pass
Carey	Mariah	10	50.0 %	67.5 %	80.0 %	14	70.0 %	Within Target	Pass
Chastain	Brandi	10	50.0 %	67.5 %	80.0 %	13	65.0 %	Below Target	Did Not Pass ...
Cosby	Bill	1	5.0 %	38.3 %	62.0 %	13	65.0 %	Above Target	Did Not Pass ...
Delgado	Javier	7	35.0 %	57.8 %	74.0 %	14	70.0 %	Within Target	Pass
Delgado	Manny	5	25.0 %	51.3 %	70.0 %	13	65.0 %	Within Target	Did Not Pass ...
Dimaggio	Joe	3	15.0 %	44.8 %	66.0 %	10	50.0 %	Within Target	Did Not Pass ...
Earnhardt	Dale	5	25.0 %	51.3 %	70.0 %	10	50.0 %	Below Target	Did Not Pass ...
Ellison	Ralph	3	15.0 %	44.8 %	66.0 %	11	55.0 %	Within Target	Did Not Pass ...
Elway	John	14	70.0 %	80.5 %	88.0 %	19	95.0 %	Above Target	Pass
Favre	Brett	13	65.0 %	77.3 %	86.0 %	20	100.0 %	Above Target	Pass
Foreman	George	11	55.0 %	70.8 %	82.0 %	20	100.0 %	Above Target	Pass
Gehrig	Lou	9	45.0 %	64.3 %	78.0 %	18	90.0 %	Above Target	Pass
Gibson	Althea	3	15.0 %	44.8 %	66.0 %	10	50.0 %	Within Target	Did Not Pass ...

Student Growth Reporting Tool. Allows district employees to quickly and efficiently view students' growth and achievement. The district has full control over the growth model and cut scores that are utilized in this report, and teachers can choose to run this report for all of their students or for specific sections/grades/subgroups/etc.

Standards Aligned Item Bank. Empowers teachers and administrators to build their own formative assessments utilizing a huge bank of standards-aligned items. The item bank is comprised of a variety of different item types including technology enhanced items. All items are aligned to Blooms Taxonomy and Webb's Depth of Knowledge.


Assessment Creation. Educators can create and distribute district-wide assessments, or collaborate across classes and schools to create assessments. This allows for the alignment of assessment to your curriculum.
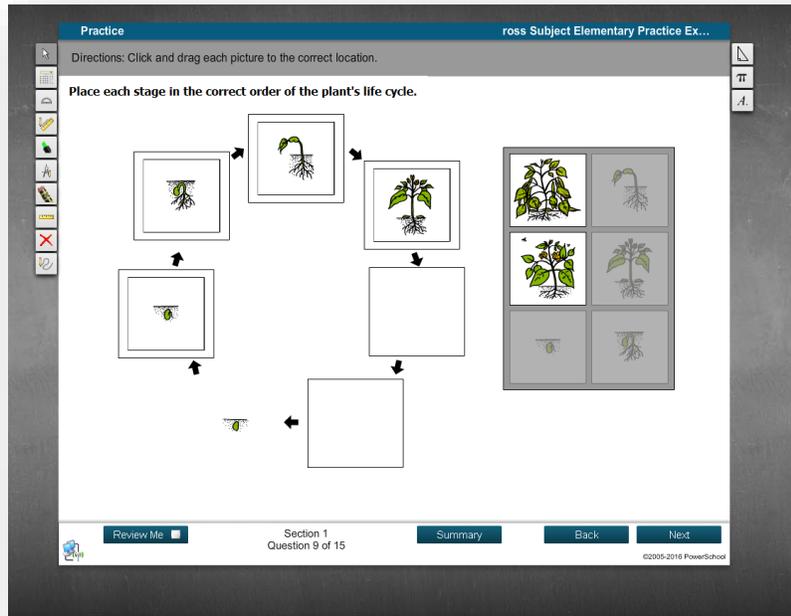
Multiple Assessment Delivery Methods. Deliver assessments via paper/pencil or online options. PowerTest is a multi-platform online student testing interface that closely mirrors state summative testing environments. You can utilize a full array of online tools and take advantage of next generation item types.
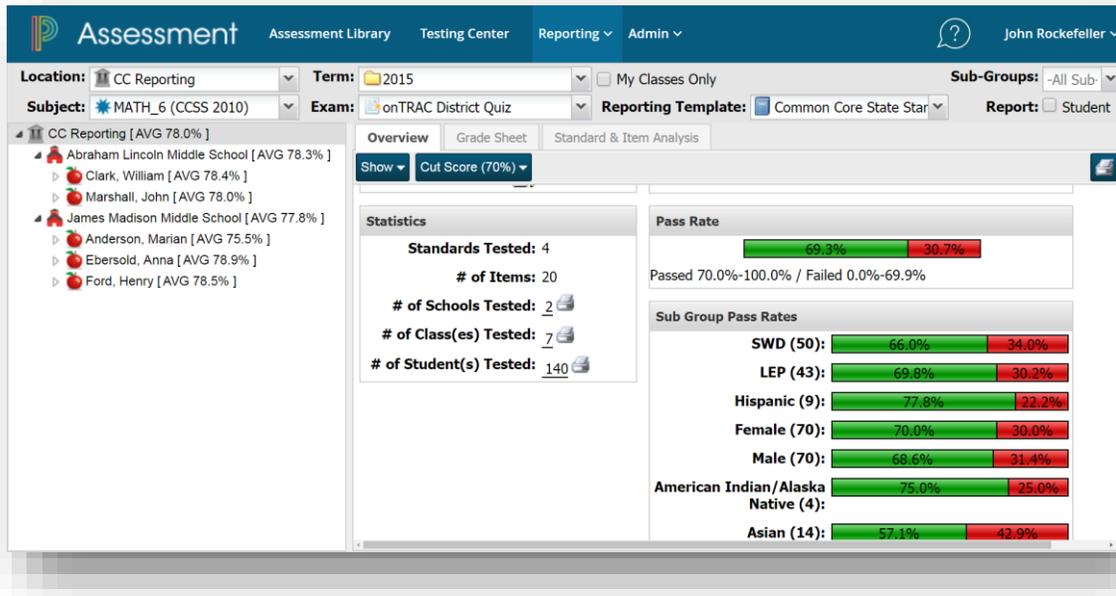
Real Time Reporting. Immediate access to district, school, classroom, and student performance on formative assessment with easy to interpret graphs and reports. Empowers teachers with insights to adjust how they support their students.
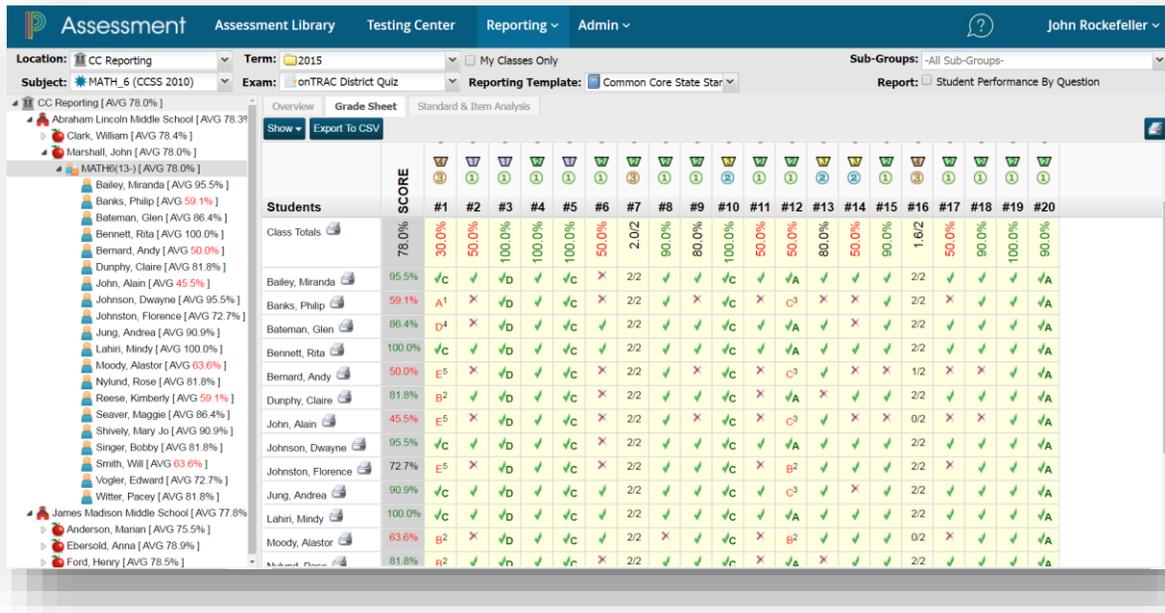
Item Analysis. Item analysis provides insight and visibility into student responses. Reports can be further disaggregated by standard, Blooms Taxonomy, and Webb's Depth of Knowledge.

Standard and Item Analysis. Provides valuable insight into district, school, and class performance on standards. Offers clear data illustration and easy reporting so teachers can spend more time on instruction.
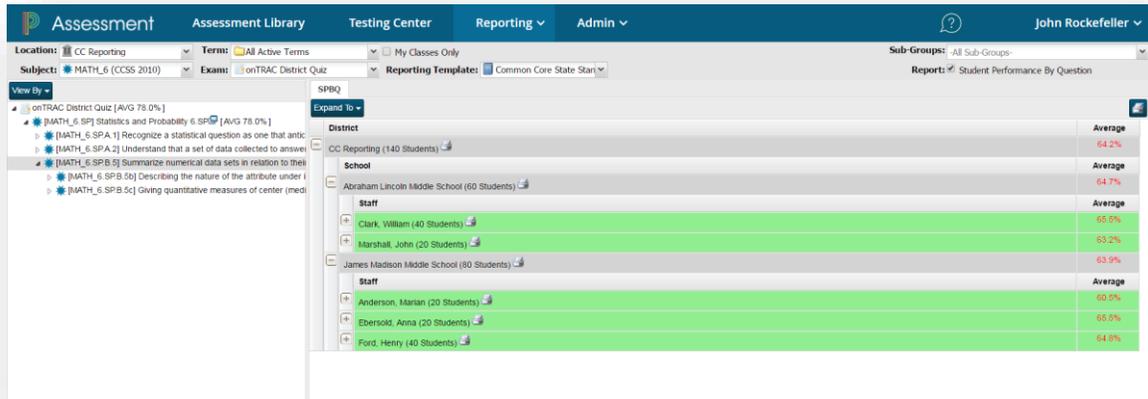
Student Performance By Question (SPBQ). Provides standards based reporting across the district, school, teacher, class, and student level. Users have full visibility into performance across standards to be able to identify areas of strength and weakness.
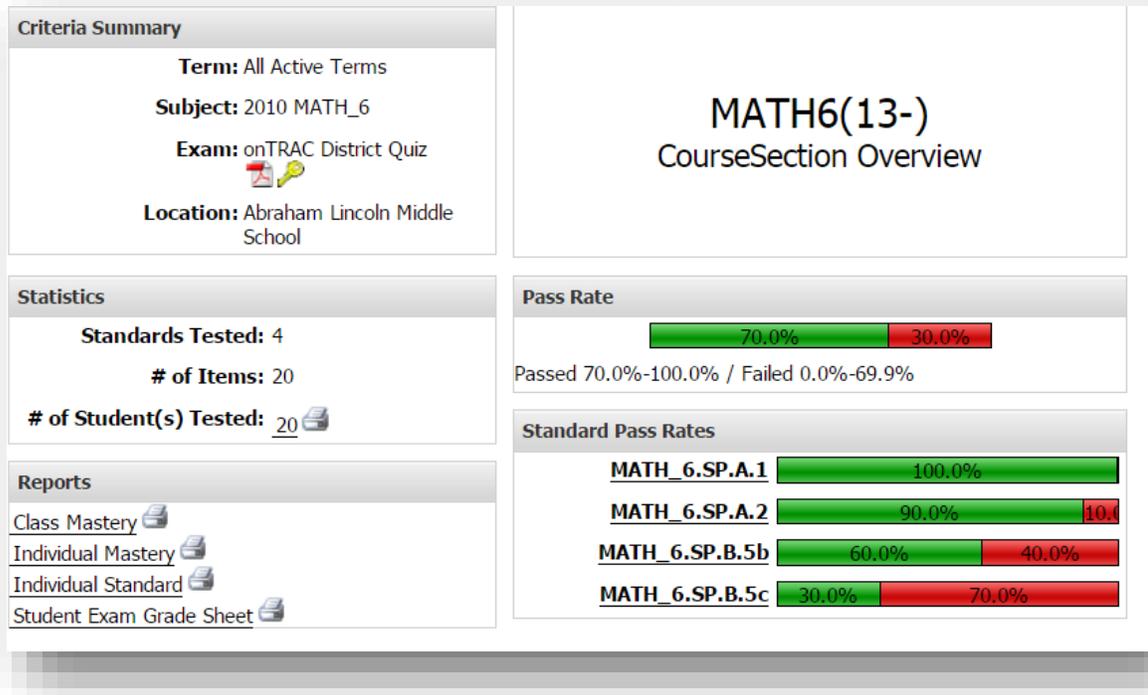
Standard Based Reporting. Interactive, standards based reporting that allows users to set their proficiency/pass rate to monitor progress on standards. Clickable graphs with drill down capability to see the individual students that make up the report.

PowerSchool Analytics

PowerSchool Analytics is a longitudinal data system designed to help educators make data-driven decisions about instruction, curriculum, and professional development. Visual illustrations and comparative analysis of long-term academic performance, state data, attendance data, and intervention data provide insights to inform decisions. Educators can address areas that need additional support for both students and teachers, and helps identify areas of weakness at the school, district, or classroom level.

PowerSchool Analytics a comprehensive, web-based, vendor hosted solution provided as a Software as a Service (SaaS) offering—requiring no installation by the district. The PowerSchool platform is capable of integrating securely and seamlessly with the district through **both automated data management and manual data manipulation.**

> *Every stakeholder involved (district, school and teacher) gets a full 360° view of student progress to ensure that all students have the greatest chance to succeed.* ***The analysis and application of formative assessment data as part of a continuous improvement model is a powerful way to improve student achievement.*** *Make data timely and accessible for your students, teachers, and administrators through a platform that is easy-to-use, well supported, and highly adopted.*

One of the value-added features included in our proposed solution is our **Interventions module** (refer to following overview). PowerSchool Analytics features a distinctive Interventions module, allowing teachers and staff to track the assignment and administration of interventions for students. Establishing areas of eligibility provides **quick identification of students who would most benefit from intervention,** while creating intervention categories and programs. The PowerSchool team will provide the guidance needed for SCPPS to have the intervention and eligibility components setup that best meets the district's goals and objectives.

Identify trends, discover areas of weakness, and understand growth areas so you can better plan and allocate resources.

Incorporate data and reporting into your management to improve performance in your district.

PowerSchool

Common Language. The customizable Performance Snapshot promotes the district to set performance levels and speak the same language when identifying thresholds.

Understand what is actually going on at your school and district. Data visualization helps to identify strengths and weaknesses.

Empower teachers to understand how their students and classes are learning and progressing.

Help students celebrate their accomplishments when they reach one of their learning goals.

Great schools help their teachers to grow, too. Set goals for teachers, and give them tools to track their progress with the touch of a button.

Clear data illustration and easy reporting so teachers spend less time manipulating data and more time improving instruction.
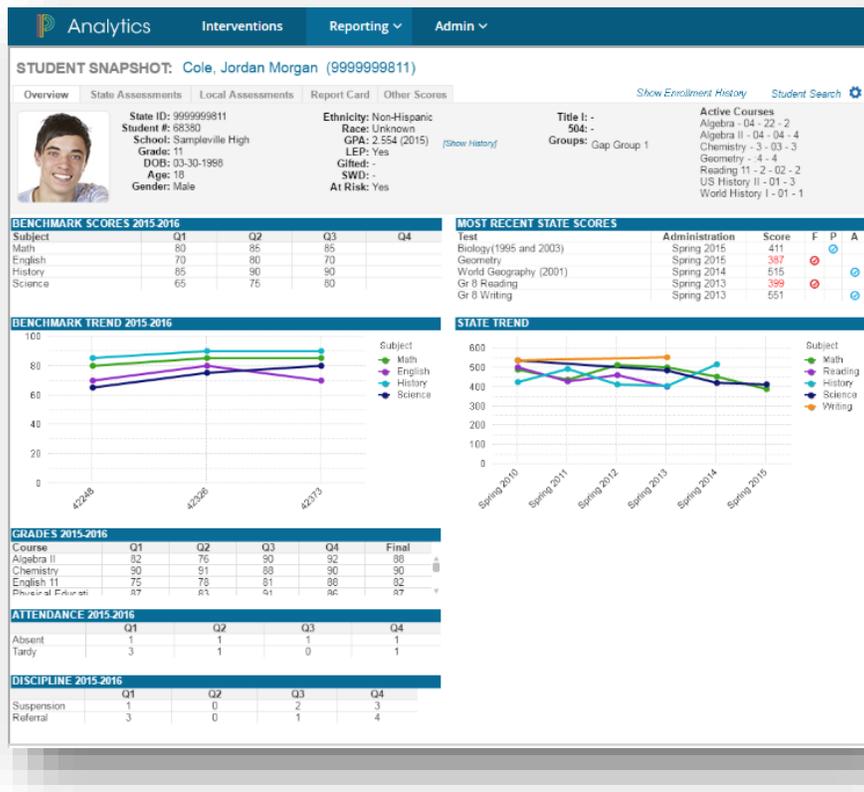
Student Profile. Offers a 360 degree view of student performance by bringing together all relevant student data in an easy to read overview report with both graphical and tabular displays.
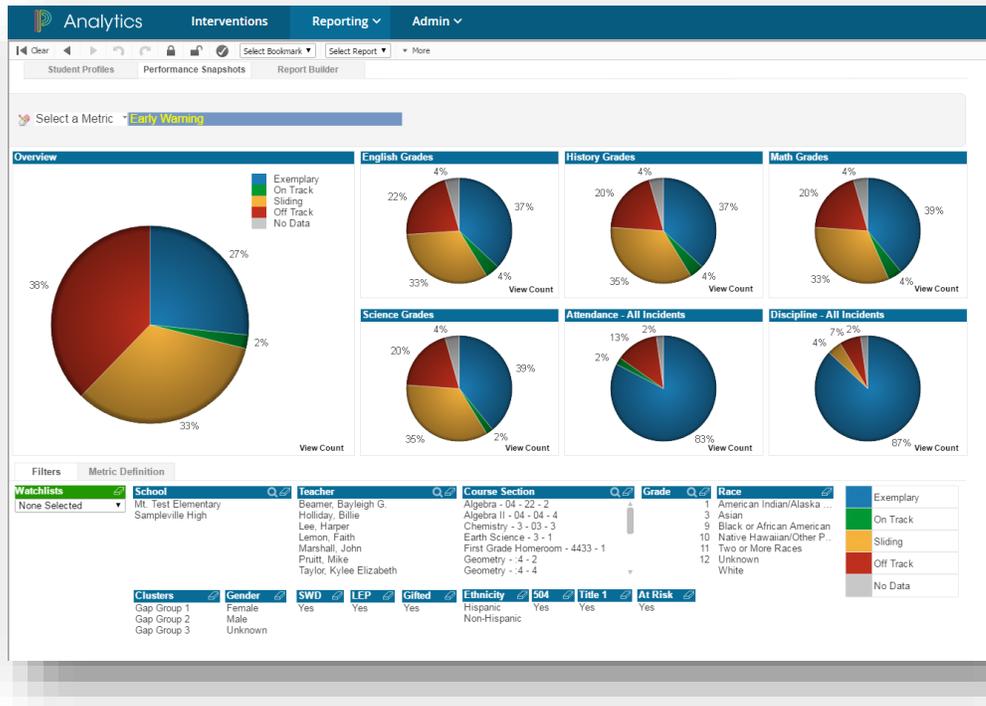
Performance Snapshots. A performance reporting tool that identifies areas of strength and weaknesses at the district, school, or classroom level. Evaluate a variety of data sources in one report to quickly and easily view snapshots to facilitate data-driven instruction. Use as an Early Warning System to identify students who are at risk.
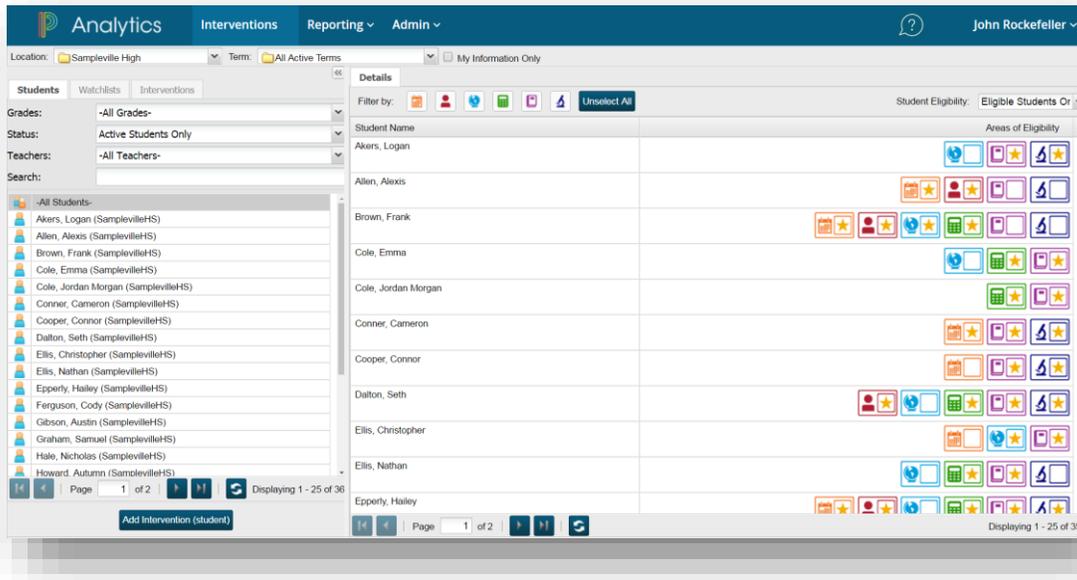
Intervention Dashboard. Create thresholds comprised of risk indicators based on academic, attendance, or behavior metrics. An easy to read dashboard instantly notifies you as students are in need of interventions.

Response to Intervention. Our RTI/Intervention solution is a full-lifecycle solution that reduces the burden of manually tracking, monitoring, and managing RTI programs. Create, monitor, and document student interventions from one easy to navigate interface.
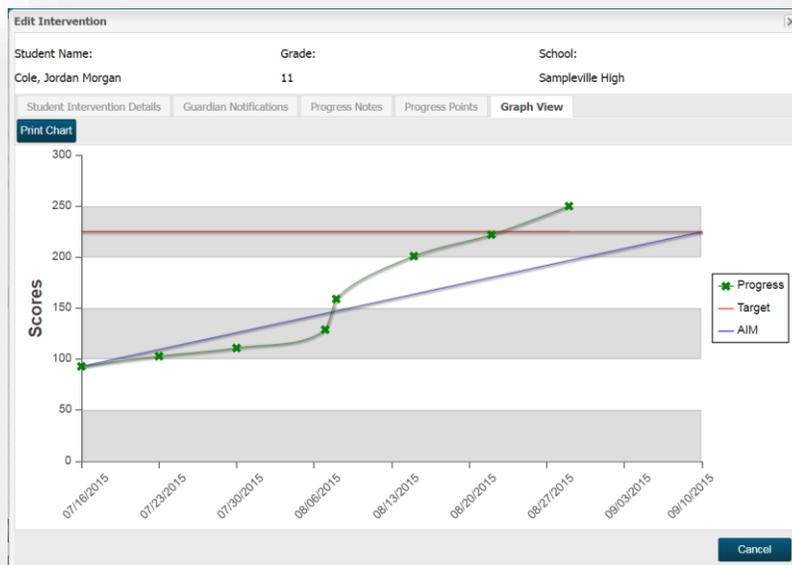
Intervention Tracking. Monitor student progress in real time to make instructional decisions and track progress.

Technical Specifications for PowerSchool Assessment & Analytics

The following pages provide a summary of the technical requirements for platforms and browsers, internet connectivity, and mobile devices.

Full Technical Specifications and Requirements

PowerSchool Assessment Device Requirements

PowerSchool Assessment & Analytics software can be accessed and is compatible with **Mac**, **PC**, and **Chromebook** platforms. Specifically, the configurations listed in figures A, B, and C are tested and are known to support Assessment & Analytics functionality.

Please note:

Some Assessment & Analytics functionality may be available when utilizing systems not listed or not meeting the minimum requirements below. Full functionality and support, however, cannot be guaranteed for systems outside of those specified.

Figure A: Windows PC System Requirements for Assessment & Analytics

Operating System	Microsoft Windows 8.1, 8, 7
Processor	Intel® 2.0 GHz or faster
Available Disk	500 MB (minimum)
RAM	2 GB or greater
Display	System recommended resolution or greater. If using a resolution lower than the system recommended, the Assessment & Analytics and PowerTest user experience could be affected.
Navigation Device	mouse/pointing device/keyboard
Browser	Internet Explorer, Firefox and Chrome (one of 3 latest applicable releases; allow pop–ups)
Software	Adobe® Flash Player 11.3 + PDF reader (Adobe® X or higher recommended)

Figure B: Apple System Requirements for Assessment & Analytics

Operating System	Mac OS X v10.8 or later (Intel)
Processor	Intel® 2.0 GHz or faster
Available Disk	500 MB (minimum)
RAM	2 GB or greater
Display	System recommended resolution or greater. If using a resolution lower than the system recommended, the Assessment & Analytics and PowerTest user experience could be affected.
Navigation Device	mouse/pointing device/keyboard
Browser	Safari, Firefox and Chrome (one of 3 latest applicable releases; allow pop-ups)
Software	Adobe® Flash Player 11.3 + PDF reader (Adobe® X or higher recommended)

Figure C : Chromebook System Requirements for Assessment & Analytics

Operating System	Chrome OS
Processor	Intel® 1.5 GHz or faster
Available Disk	16 GB SSD or greater (minimum)
RAM	2 GB or greater
Display	System recommended resolution or greater. If using a resolution lower than the system recommended, the Assessment & Analytics and PowerTest user experience could be affected.
Navigation Device	mouse/pointing device/keyboard
Browser	Google Chrome (allow pop-ups)
Software	Adobe® Flash Player auto updates within Google Chrome browser

Assessment & Analytics

Assessment & Analytics Whitelisting

The following URL's will need to be whitelisted for Assessment & Analytics.

.interactiveachievement.net   .interactiveachievement.com   comodoca.com

Access to Assessment & Analytics

Assessment is a web-based software program that can be accessed from the Assessment & Analytics website
http://www.interactiveachievement.com

➡ Click TEACHER LOGIN located in the top right corner

➡ Select the state from the drop-down menu under 'State'

➡ Select the school division from the drop-down menu under 'District'

➡ Select the 'onTRAC' icon to be directed to the login page

Minimum Infrastructure Recommendations for Student Testing*

Exam content (both text and image) is delivered through PowerTest as a series of image files. Accordingly, school and classroom infrastructure must be able to manage both the volume of data and number of individual hits needed to deliver exams to the student device. Due to variations within a district or school infrastructure the specific bandwidth needs may vary. The chart below provides an estimate of how much load is generated per second for a given number of student tests during download. These are provided as a guideline for determining whether the infrastructure available at a particular location (specifically the classroom/lab where testing occurs) meets the minimum for testing performance.

Typical Load Based on Students per Minute

Exams Downloaded Per Min (SPM)	Hits Per Sec (HPS)	Megabits Per Sec (MPS)
50	167	5
100	333	10
200	667	20

PowerSchool delivers exam content images using industry standards, allowing exam content to be cached through most caching appliances. When conducting student testing, using a caching appliance can decrease bandwidth consumption per student and total load on infrastructure. For assistance in determining whether your current caching appliance is compatible with Assessment exam content delivery, please email **support@interactiveachievement.com**.

Access to PowerTest*

PowerTest is a web-based student testing interface that can be accessed in a variety of ways. For ease of access it is recommended that URL shortcuts be created for PC, Macs, and Chromebooks and the PowerTest app be installed on compatible tablets.

1. PowerTest URL Shortcut

➡ Create a desktop shortcut through the browser settings

➡ Click the shortcut that has been recently created to ensure functionality

➡ PowerTest software can be accessed by using the following format in a web browser:
https://iTest.interactiveachievement.net/StateCode_DistrictCode/v7/
Example: https://iTest.interactiveachievement.net/va_testing/v7/

➡ URL shortcuts compatible with devices covered in Figures A, B, and C

2. PowerSchool PowerTest App

➡ Available for both iPad and Android devices

➡ Download the app from the Apple App Store (iPad) or Google Play Store (Android) by searching for 'PowerSchool'

➡ Upon downloading the PowerSchool App to a device, you will be prompted to select your state and district code

➡ PowerTest apps compatible with devices covered in Figure D

Figure D: Mobile Device Requirements		
	iPad	**Android**
Model	Generation 2 or higher	Any
Operating System	IOS 6.1 or higher	OS 4.0 or higher
Screen Size	10.1" or higher	10.1" or higher

3. PowerTest Login

➡ PowerTest can also be accessed through www.interactiveachievement.com

➡ Follow all steps listed under 'PowerSchool Assessment', selecting the 'PowerTest' icon rather than the 'onTRAC' icon

➡ This method is recommended as a back-up to a shortcut or app

Please note:
For PowerTest, Chromebooks should not be configured to use 'Public Session Kiosk mode'. If 'Public Session Kiosk mode' is used, the testing experience may be less than desirable.

Assessment & Analytics

Printing Student Bubble Sheets (paper/pencil testing only)*

Paper/pencil testing is available for multiple-choice exams and uses plain paper bubble sheets. These bubble sheets are printed directly from Assessment.

When printing bubble sheets:

➡ Make sure that "Print One-Sided" is selected

➡ Use the default margins of top: 1", bottom: 1", left: 1", and right: 1"

➡ Do not reduce the print size (scaled printing)
[For example, do not scale the print size to 75% of the original size]

➡ Bubble sheets should be printed in grey scale

➡ Printing the optional cover page is highly recommended

Scanning Student Bubble Sheets (paper/pencil testing only)*

To take advantage of Assessment's robust reporting features, completed bubble sheets must be scanned after testing. PowerSchool offers three methods for scanning plain paper bubble sheets.

1. Email to Scan

Email to Scan requires converting completed student bubble sheets into electronic format and emailing to the specified address for scanning.

➡ Compatible electronic formats: PDF, compact PDF, TIFF, JPEG, or GIF at 100 x 100 DPI or greater

➡ Email resulting file to iscan@interactiveachievement.com

➡ Please do not exceed more than 30 bubble sheets in a batch

➡ Including the cover page is highly recommended for a post-scan report

2. Plain Paper Scanning

Plain Paper Scanning allows the scanning of printed plain paper bubble sheets using the most commonly used scanners with TWAIN communication compatibility.

➡ The scanning application is included in Assessment's Testing Center subsequent to activation

➡ 'Dynamic Web TWAIN' plugin is required for scanning- plugin download is included in scanning application

➡ TWAIN plugin will need to be allowed through preferred browser to function correctly

➡ Including the cover page is highly recommended for a post-scan report

3. PowerScan App

The PowerScan tablet app allows for the ability to scan a plain paper bubble sheet with an iPad or Android tablet.

➡ The PowerScan app is currently supported by Apple iPads and Android tablets with a camera and internet connection

➡ See Figure D for device requirements

*These requirements are only necessary for Assessment.
Districts and schools not purchasing Assessment may disregard these sections.*

PowerSchool Assessment Alignment to Learning Goals & Objectives

The following is an analysis of the relationship between PowerSchool's Student Growth Assessments and item bank to curricular standards in multiple states. PowerSchool's item bank, included as part of this proposal, contains items aligned to specific learning goals corresponding to curricular standards. The AEM study provided on the following pages offers data on the rigor, validity, and unbiased nature of PowerSchool's item bank.

Item Quality Analyses of PowerSchool's Student Growth Assessments and Item Bank

September 7, 2016

AEM ADVANCED EDUCATION MEASUREMENT

Analysis and white paper prepared by
Bryan Shelly, Ph.D.
Founder and President
Advanced Education Measurement
aemkids.com

Background

PowerSchool Assessment (PS) contracted with AEM to better understand the quality of all individual items on both PS's Student Growth Assessments (SGAs) and its item bank (IB). This report summarizes the results of AEM's analyses.

The SGA exams are benchmark assessments for educators to understand individual student progress towards meeting year-end learning objectives. PS offers SGAs in Math, Reading, History, and Science for grades 3-12. To provide maximum instructional value and diagnose potential areas for student growth, PS encourages schools to administer SGAs both at the beginning of the school year and at the end of course.

PS's IB contains over 45,000 items, each aligned to specific learning goals corresponding to curricular standards in multiple states. PS encourages teachers and district officials to use the IB to create their own formative assessments or as supplements to individual lessons.

PS contracted with AEM to perform all appropriate classical item theory, item response theory (IRT), and differential item functioning (DIF) analyses on all items from both the SGAs and the IB.[1] PS provided raw data on all student responses to all items from the 2015-2016 school years. AEM divided this data into subject-grade data sets that became the basis for the analyses described below. All items in a given grade that contained at least 100 responses were included in the models described below.[2]

SGA Results

Figure 1 provides a summary of the Cronbach's alpha for all valid item-grade combinations on the SGAs.[3] Cronbach's alpha is a standard classical item theory measure of item reliability that ranges from 0 to 1. A high Cronbach's alpha score suggests that students who get one item right are likely to do well on other test items and that the item measures the intended learning goal in a way consistent with other test items. 77.0 percent of valid SGA item-grade combinations had a Cronbach's alpha of .9 or higher, while an additional 18.2 percent of item-grade combinations had a Cronbach's alpha between .8 and .9.

Figure 2 provides a summary of locations from two-parameter logistic (2PL) IRT models for all valid item-grade combinations on the SGAs. In IRT, an item's location represents the level of subject mastery a student needs to have a 50 percent chance of answering the item correctly. A location score of zero indicates that the average student in the data set has a 50 percent chance of answering the item correctly. SGA item-grade combination locations are centered around 0 (mean=.1), which suggests that the average student does have about a 50 percent chance to answer the average item correctly.

---

[1]Not enough students answered a similar enough set of items to either calculate the Cronbach's alpha or support DIF analysis for any grade-subject combination of items contained within PS's IB data.

[2]For the IRT analyses of IB items described in Figures 5 and 6, all items in a given grade that contained at least 5 responses were included.

[3]Unless otherwise specified, all results described as statistically significant are significant at the p≤.05 level.

Figure 3 provides a summary of discriminations from the same two-parameter logistic (2PL) IRT models for all valid item-grade combinations on the SGAs. An item's discrimination coefficient describes how well an item separates students by ability level. Questions with high discrimination are much more likely to be answered correctly by high-ability students than low-ability students. A negative discrimination coefficient indicates students with low ability in the subject were more likely to answer the question correctly than high-ability students. The mean discrimination of the 9,095 valid item-grade combinations is .6, suggesting that high-ability students are slightly more likely to answer items correctly than low-ability students.

Figure 4 summarizes the statistical significance of differential item functioning by gender and race as measured in 1pl logistic regressions models. The two gender categories are coded male "0" and female "1." The two race categories are coded "not Latino or black" and "Latino of black." If an item displayed either uniform or nonuniform differential item functioning, it is considered to have statistically significant DIF. 10.1 percent of valid SGA items displayed statistically significant DIF based on gender. 8.0 percent of valid items displayed statistically significant DIF based on race.

Item Bank Results

Figure 5 summarizes locations from two-parameter logistic (2PL) IRT models for all valid item-grade combinations in the PS Item Bank. IB item locations are centered around 1 (mean=1.1), which suggests that the average student has a greater than 50 percent chance to answer the average item correctly.

Figure 6 provides a summary of discriminations from the same two-parameter logistic (2PL) IRT models for all valid item-grade combinations in the PS IB. The mean discrimination of the valid item-grade combinations is .6, suggesting that high-ability students are slightly more likely to answer items correctly than low-ability students.

Conclusion

These analyses contain data from the 2015-16 school year, and trends in previous or future years may differ. However, AEM is confident that the information contained here represents the best information currently available for educators and researchers seeking to understand the quality of PS items, especially those from the SGAs.

Student Growth Assessments (SGA)

Figure 1: Summary of Cronbach's alpha coefficients for PS SGA items
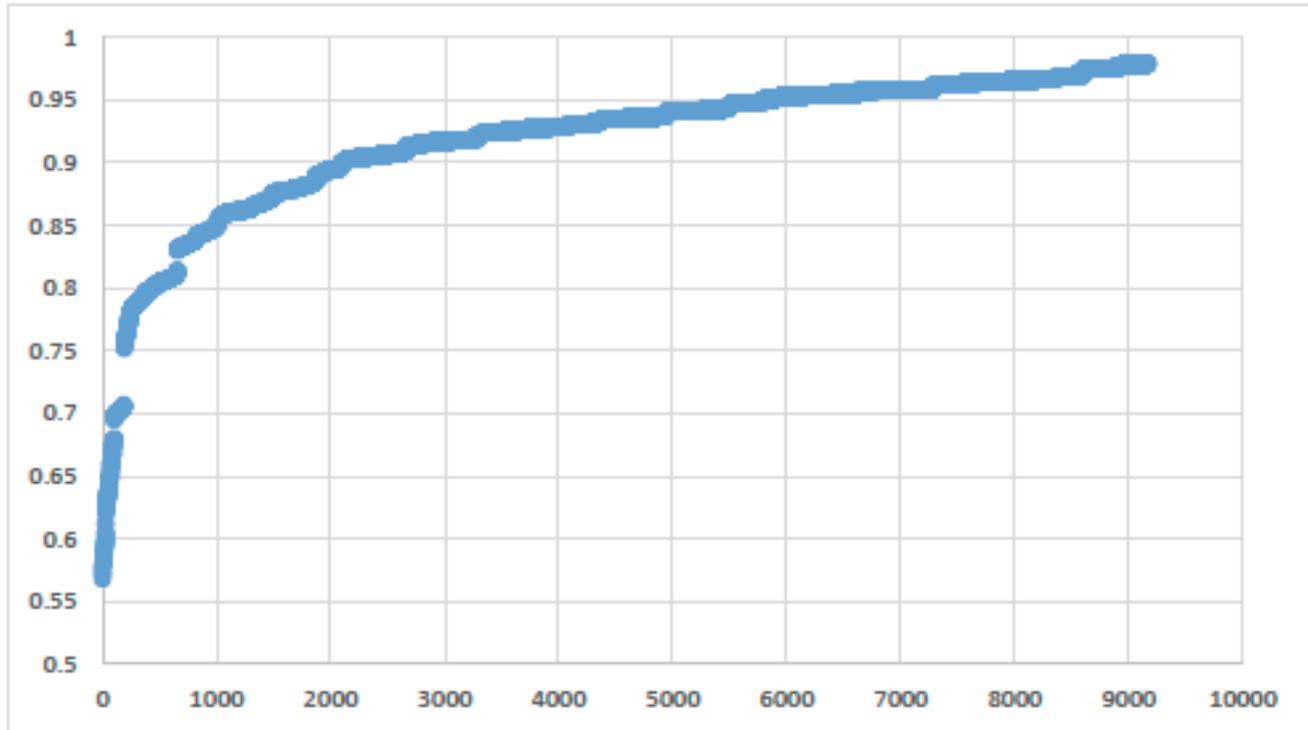
Alpha coefficient	Number of items	Percent
less than .7	124	1.4%
.7-.8	319	3.5%
.8-.9	1,669	18.2%
.9 or higher	7,059	77.0%

N=9,171. N represents item-grade combinations

Figure 2: Summary of item response theory (IRT) location coefficients of PS SGA items
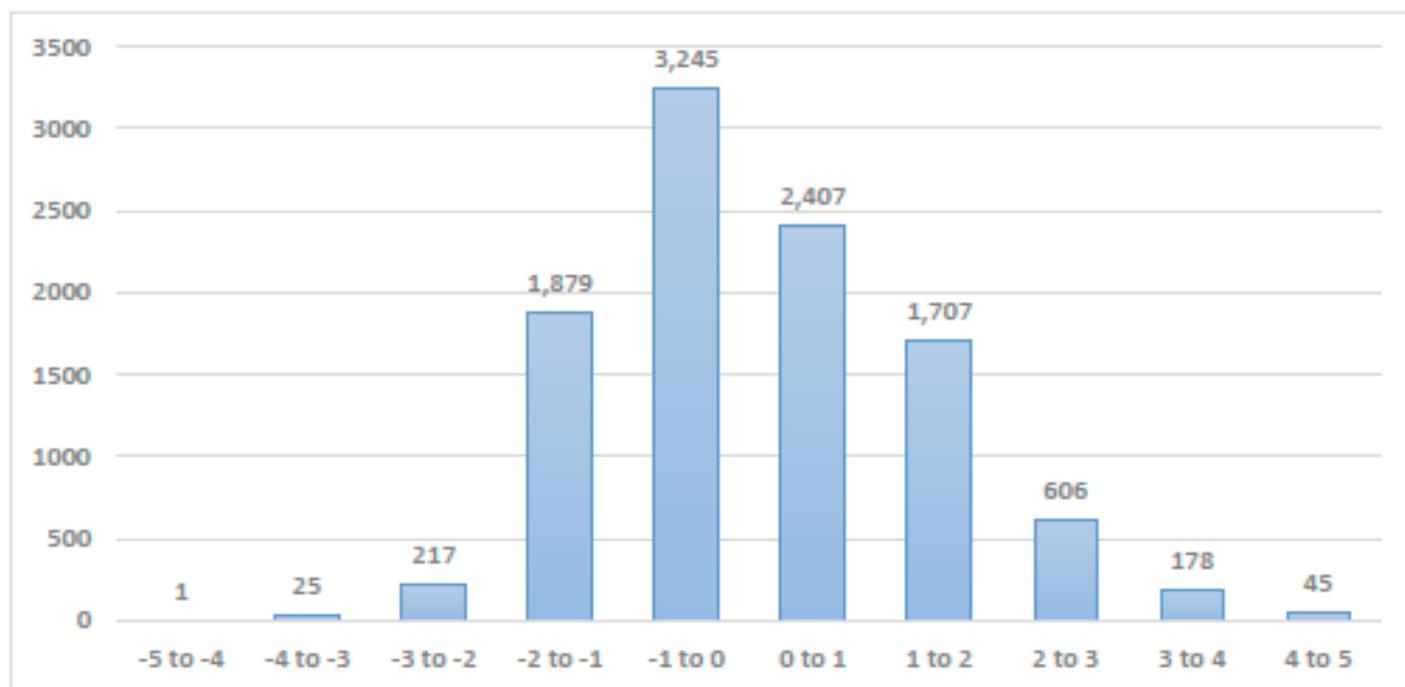
Location	Number of Items	Percent
-5 to -4	1	0.0%
-4 to -3	25	0.2%
-3 to -2	217	2.1%
-2 to -1	1,879	18.2%
-1 to 0	3,245	31.5%
0 to 1	2,407	23.4%
1 to 2	1,707	16.6%
2 to 3	606	5.9%
3 to 4	178	1.7%
4 to 5	45	0.4%

N=10,310. N represents item-grade combinations with statistically significant (p≤.05) coefficients.

Figure 3: Summary of item response theory (IRT) discrimination coefficients of PS SGA items
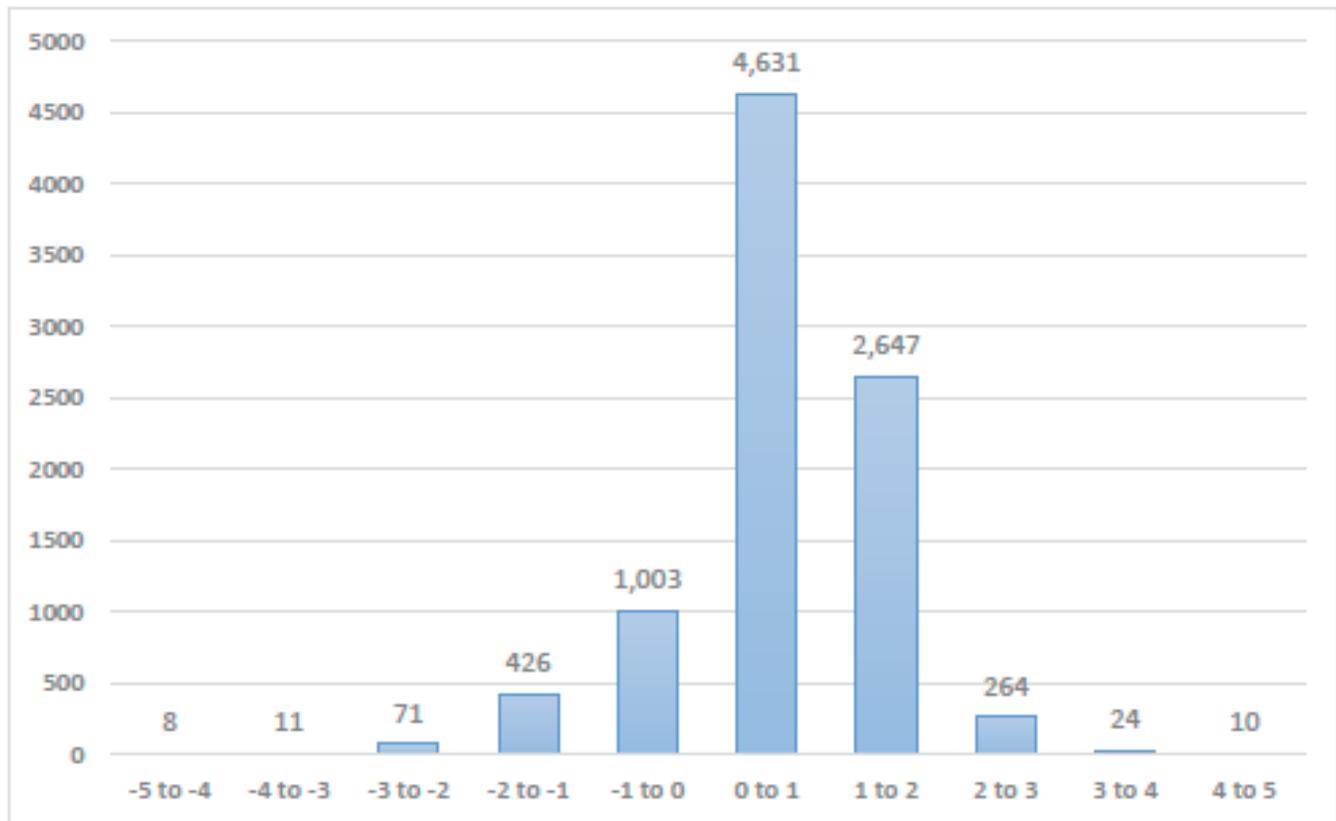
Location	Number of items	Percent
-5 to -4	8	0.1%
-4 to -3	11	0.1%
-3 to -2	71	0.8%
-2 to -1	426	4.7%
-1 to 0	1,003	11.0%
0 to 1	4,631	50.9%
1 to 2	2,647	29.1%
2 to 3	264	2.9%
3 to 4	24	0.3%
4 to 5	10	0.1%

N=9,095. N represents item-grade combinations with statistically significant ($p \leq .05$) coefficients.

Figure 4: Summary of differential item functioning (DIF) coefficients for PS SGA items

Gender

- 1,010
- 9,007

■ No DIF for gender
■ Statistically significant DIF for gender

Race

- 866
- 9,907

■ No DIF for race
■ Statistically significant DIF for race/gender
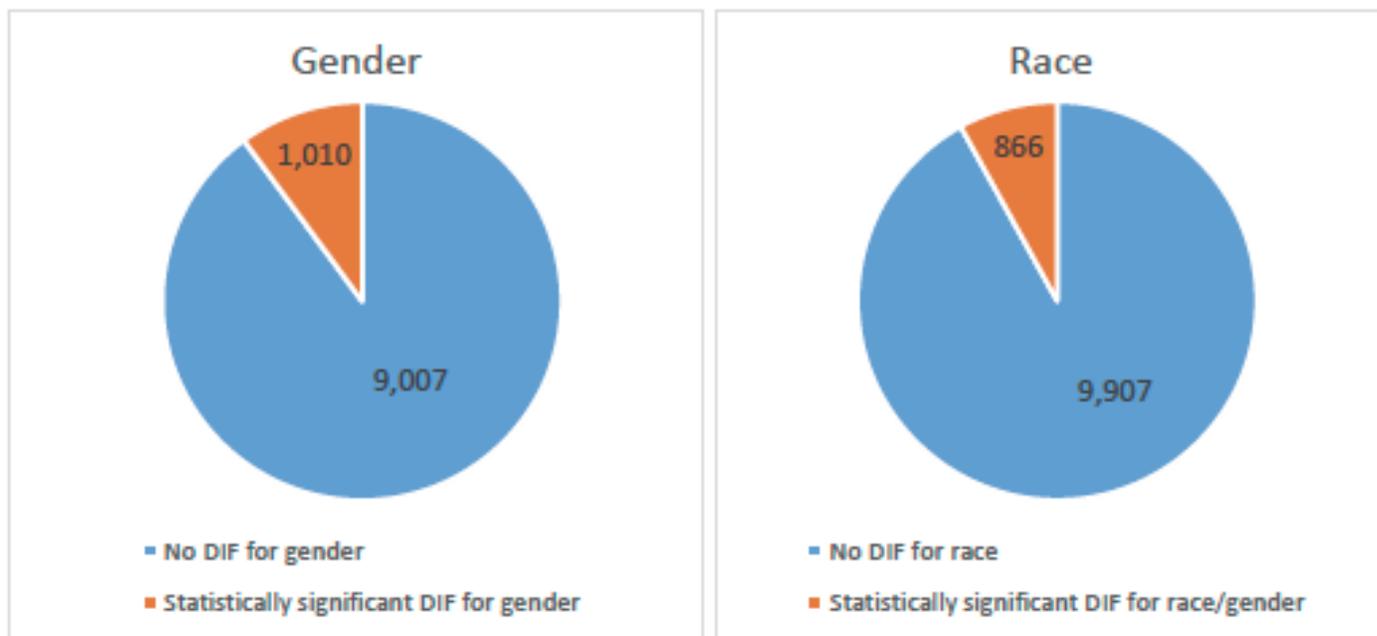
| *No DIF for gender* | 9,007 | 89.9% | *No DIF for race* | 9,907 | 92.0% |
| *Statistically significant DIF for gender* | 1,010 | 10.1% | *Statistically significant DIF for race* | 866 | 8.0% |

N=10,017   N=10,773

N represents item-grade combinations.

Figure 5: Summary of item response theory (IRT) location coefficients of PS IB items
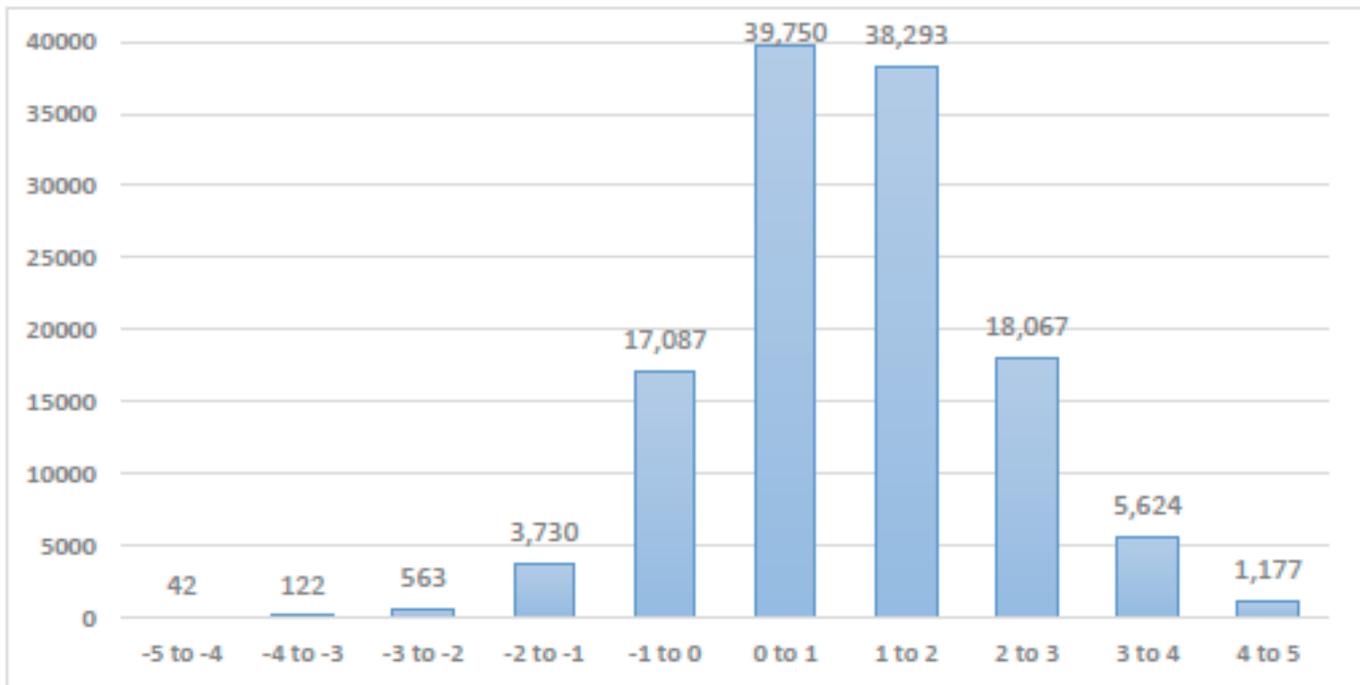
Location	Number of items	Percent
-5 to -4	42	0.0%
-4 to -3	122	0.1%
-3 to -2	563	0.5%
-2 to -1	3,730	3.0%
-1 to 0	17,087	13.7%
0 to 1	39,750	31.9%
1 to 2	38,293	30.8%
2 to 3	18,067	14.5%
3 to 4	5,624	4.5%
4 to 5	1,177	1.0%

N=124,455. N represents item-grade combinations with statistically significant (p≤.05) coefficients.

Figure 6: Summary of item response theory (IRT) discrimination coefficients of PS IB items
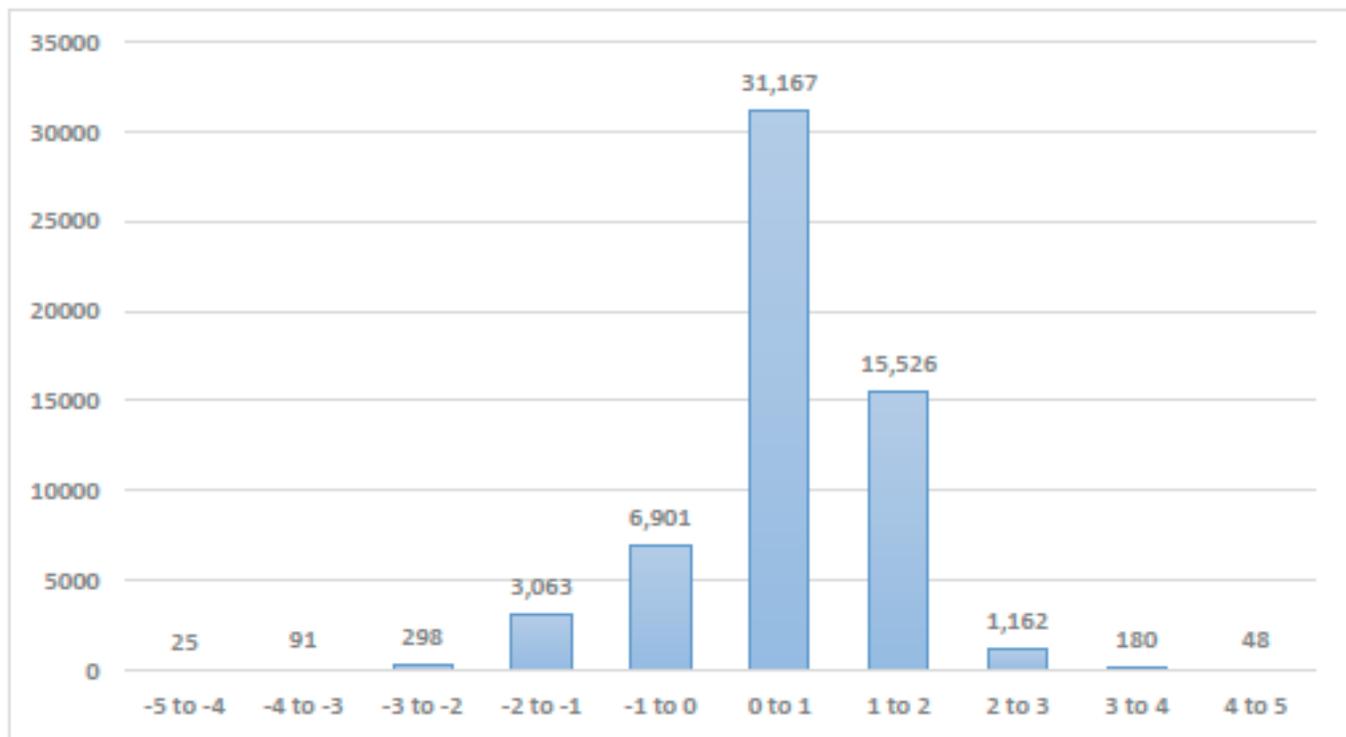
Location	Number of items	Percent
-5 to -4	25	0.0%
-4 to -3	91	0.2%
-3 to -2	298	0.5%
-2 to -1	3,063	5.2%
-1 to 0	6,901	11.8%
0 to 1	31,167	53.3%
1 to 2	15,526	26.6%
2 to 3	1,162	2.0%
3 to 4	180	0.3%
4 to 5	48	0.1%

N=58,461. N represents item-grade combinations with statistically significant (p≤.05) coefficients.

4. Implementation Plan

PowerSchool Assessment and Analytics follows a proven methodology that has been successful with varying sized districts globally. The following provides a high-level description of what SCPPS can expect as you team with PowerSchool for a state-of-the-art Assessment and Analytics offering.

Implementation Methodology

Kickoff Meeting - An initial meeting between key district contacts and the PowerSchool Assessment and Analytics implementation team. We'll work to gather information needed for site creation and customization as well as answer any questions you have about implementation steps.

Create & Customize Your PowerSchool Assessment and Analytics Site - The PowerSchool Assessment and Analytics implementation team will use the information provided in your Launch kickoff to create your site and customize features.

Complete Technical Implementation - PowerSchool Assessment and Analytics software is web-based and technical implementation steps are minimal. The PowerSchool team will provide detailed tech specs and asks that your primary technical contact work with any needed district staff to verify that all steps are complete and that student and staff devices are compatible with PowerSchool Assessment and Analytics.

Populate Foundational Data - School, student, staff, course, and roster data is added to PowerSchool Assessment and Analytics in your initial data sync. This foundational data is pulled from your SIS with the assistance of our data integration partner, Clever. Automatic and SFTP options are available, depending on your SIS and your preferences.

Open PowerSchool Assessment Access to Staff - Once all site creation, technical implementation, and data integration steps have been completed you'll be ready to open up Assessment access to your teachers and staff! This will allow your staff to begin creating and administering assessments while your implementation team turns attention to implementation steps for Analytics.

Populate Student Data Points - PowerSchool Analytics supports a variety of student data points. The method and frequency of populating data points is dependent on the specific data type. The PowerSchool team will review steps for populating student data and provide you with an opportunity to consult with an expert as you begin working to add your student data.

Customize Analytics Admin Features - Once student data has been populated, you can begin to uses the powerful reporting features of PowerSchool Analytics! Mapping discipline codes and creating reporting metrics will allow discipline data to display appropriately and allow users to run Performance Snapshots.

Set Up Intervention Features - PowerSchool Analytics features a distinctive Interventions module, allowing teachers and staff to track the assignment and administration of interventions for students. Establishing areas of eligibility provides quick identification of students who would most benefit from intervention (based on existing data), while creating intervention categories and programs ensures that the interventions available to assign and track are customized to your district need.

Open Analytics Access to Staff - Access to Analytics features is permissions dependent, so district staff will gain access to Analytics features when permissions are added to their staff group. We'll work together to determine which permissions you'd like added to each of your existing staff groups and schedule a date to open up access.

PowerSchool Project Team Member Roles & Responsibilities

PowerSchool Role	Responsibility
Implementation Manager – Specialist in Assessment and Analytics	▪ The Implementation Manager leads the entire implementation, and acts as the single point of contact for all project-related items. This Leader acts as a product-level specialist. They aid in the setup and configuration elements related to the Assessment and Analytics implementation, and will provide status updates to the district as required.

Training Leads / Trainers	▪ Reporting to the Implementation Manager, the Training Leads will work with the district to create and schedule an effective Training Plan that will enable the district to take ownership of the new Assessment and Analytics environments. Our trainers will provide the product education for each piece of the environment to district trainers. We will guide and model training techniques that will allow the district to effectively train district end-users.

Typical Customer Implementation and Operations Team

The figure that follows outlines the customer's typical roles for a PowerSchool implementation and beyond. Depending on SCPPS' specific needs or staffing, each role can be separate or combined. Customer team members often wear multiple hats and may need to assume more than one role.

St. Charles Parish Public Schools Implementation Team	
Role	**Responsibility**
Customer Project Lead	▪ Heads customer project steering committee ▪ Responsible for approving and establishing customer-wide policies, procedures and standards; escalation point for customer issues ▪ Prioritizes licensee's project team workload and supplements project staff accordingly to meet project goals ▪ Provides information, data, decisions, and approvals as required to meet project objectives ▪ Identifies and allocates dedicated customer project resources; facilitates and tracks executions of licensee's project tasks; serves as single point of contact between PowerSchool Implementation Team and other customer stakeholders. ▪ Monitors and reports progress to licensee's senior management; communicates any deviations in project timeline to PowerSchool's project manager ▪ Helps resolve project issues and escalates when necessary; participates in project status meetings ▪ Provides direction for licensee's project team members; facilitates communication between customer stakeholders
System Administrator	▪ Identifies and allocates customer's technical resources ▪ Tests PowerSchool hardware and supporting software to determine successful implementation ▪ Performs ongoing operational support of PowerSchool, including underlying hardware and software support and maintenance

St. Charles Parish Public Schools Implementation Team	
Role	**Responsibility**
Subject Matter Expert	▪ Serves as customer/school Assessment and Analytics data specialist
Training Coordinator	▪ Coordinates customer's trainer resources ▪ Ensures successful training of customer's trainers or end users depending on training approach ▪ Ensures customer-specific business processes are incorporated into training ▪ Schedules training facility and obtains required equipment ▪ Schedules training and confirms successful execution of training
Application Administrat or	▪ Performs ongoing, customer-specific maintenance of PowerSchool application, such as adding/deleting user accounts, managing configuration tables, importing or exporting data
Help Desk	▪ Provides support for local end users using PowerSchool ▪ Official point-of-contact for escalating issues to PowerSchool Technical Support

Implementation Team. Typical customer implementation team roles and responsibilities.

At project kickoff, a detailed timeline that includes key tasks and deliverables will be provided to SCPPS.

The following is an estimated, sample timeline for PowerSchool Assessment and Analytics implementation within SCPPS.

St. Charles Parish Public Schools, LA - Implementation Timeline - 2017

MAJOR TASKS:	March	April	May	June	July	August	Sept	Oct	Nov	Dec	RESOURCE ASSIGNMENT
Contract Completion:											
Assignment of Project Team											PowerSchool / SCPPS
Initiation Phase:											
Project Kickoff											PowerSchool / SCPPS
Finalization of Project Teams											PowerSchool / SCPPS
Finalization of SOW											PowerSchool / SCPPS
Finalization of Project Plan											PowerSchool / SCPPS
Execution Phase:											
Create and Customize A&A Site											PowerSchool
Complete Technical Impl of A&A											PowerSchool
Populate Student Data - A&A											PowerSchool
Setup Intervention Features - A&A											PowerSchool
Perform T3 Training - A&A											PowerSchool / SCPPS
PowerSchool A&A - Live						**LIVE on PowerSchool Assessment and Analytics**					
Monitoring Phase:											
Maintain all Project Documentation											PowerSchool / SCPPS
Manage Project Issues / Risks											PowerSchool / SCPPS
Manage Project Change Controls											PowerSchool / SCPPS
Closing Phase:											
Finalize, Deliver, and receive Acceptance											PowerSchool / SCPPS
on all Project Documentation											
Document Recommended Next Steps											PowerSchool / SCPPS
Transition to PowerSchool Support						**Transition to Support………………………………..**					PowerSchool

5. Professional Development

Comprehensive, in-person training is provided to PowerSchool Assessment and Analytics clients as part of the Implementation process. All users also have access to scheduled webinars, user conferences, archived online trainings, and additional videos and other training materials accessible at no charge. To build upon initial trainings, follow-up training is available for purchase from PowerSchool Group's experienced trainers and Professional Development experts. These subsequent trainings can be customized according to need and audience, and at the convenience of SCPPS.

Training Plan

Training will be an ongoing activity throughout the implementation of PowerSchool Assessment and Analytics. A Training Plan has been prepared based on our understanding of your requirements. However, during the Initiation Phase of the project, the Training Plan may be adjusted based on new district requirements or delivery preferences.

The plan that follows provides a recommended list of courses suitable for SCPPS to reach the unique goals set forth within your RFP documentation.

St. Charles Parish Public Schools, LA - Training Plan - 2017

Product	Course	Attendees	Session Detail	Total Days
Assessment	Basic	Up to 40 District Trainers	1/2 day x 2 sessions	1 day
Analytics	Basic	Up to 40 District Trainers	1/2 day x 2 sessions	1 day

The following page provides a summary of additional trainings and professional development available to SCPPS.

Product Training and Professional Development

For a complete breakdown of our trainings and professional development offerings scan the QR code.

	Basic	Intermediate	Advanced	Professional Development
Assessment User Training	●	●	●	●
Analytics User Training	●	●	●	●
Assessment Review & Extension Session	○	●	●	●
Analytics Review & Extension Session	○	●	●	●
Assessment Builder	○	○	●	●
Assessment Item Creation	○	○	●	●
Advanced Focus on Reporting	○	○	●	●
Advanced Report Builder	○	○	●	●
Analytics Intervention Monitoring	○	○	●	●
Formative Assmt. Literacy	○	○	○	●
Data Driven Instruction	○	○	○	●
Interventions that Work	○	○	○	●
The Rigorous Classroom	○	○	○	●

MINIMUM TRAINING *RECOMMENDED TRAINING & PD*

ALL RECOMMENDATIONS PER SCHOOL		MINIMUM PRODUCT TRAINING AND PD RECOMMENDATIONS				
		Basic	**Intermediate**	**Advanced**	**Prof. Dev.**	**Total**
Exclusive Onsite *(50 participants)*	*price per training*	**1** BASICS PRODUCT SESSION **1/2** DAY	**1** REV. & EXT. PROD. TRAINING SESSION **1/2** DAY	**2** ADVANCED PRODUCT SESSIONS **1** DAY	**3** NON-CONSECUTIVE **PD** SESSIONS **3 DAYS**	
1/2 day Product Training	$1200	**$1,200**	**$1,200**	**$1,500**	**$7,500**	**$11,400**
Full day Product Training	$1500					
Full day PD	$2500					
Exclusive Online *(30 participants)*	*price per hour*	**1** BASICS PRODUCT SESSION 4 hours delivered in **2, 2 hr sessions**	**1** REV. & EXT. PROD. TRAINING SESSION 4 hours delivered in **2, 2 hr sessions**	**2** ADVANCED PRODUCT SESSIONS 4 hours delivered in **2, 2 hr sessions**	**3 PD** SESSIONS/ ADVANCED TOPICS 9 hours delivered in **3, 3 hr sessions**	
Product Training	$100	**$400**	**$400**	**$400**	**$2,700**	**$3,900**
Professional Development	$300					

PTPD-fl-041516

6. Maintenance & Support

Every single user with a login to PowerSchool Assessment will also have access to direct and immediate support from PowerSchool Live Assist.

Educators can contact PowerSchool Live Assist via a remote screen sharing session. This tool allows any PowerSchool Assessment user to invite a PowerSchool Live Assist technician to view their computer screen in real time to observe the issue and guide the user through the problem by drawing on their screen, or with permission, accessing their mouse and navigating for them. **This resource is available to users Monday – Friday, 9 a.m. to 5 p.m. (in their respective time zone) while educators are actively engaged on the platform during the school day.** There are three easy ways to connect with PowerSchool Assessment Technical Support:

- Online chat and screen share

- Email

- Phone support

As educators, we understand the time constraints in the classroom; so there is never a wait time to speak with a PowerSchool Live Assist representative. We provide assistance while in the classroom, getting questions quickly addressed so that you can continue teaching. Our current users appreciate this level of service so much that continue to let us hear their thanks. On average, 40% of all PowerSchool Live Assist calls that we receive are rated by our customers and, of those, we are proud to maintain a negative rating under 1%.

Our support team will help you in any way that is convenient for your environment. Our goal is to give teachers assistance without disrupting their day-to-day responsibilities and attention to their students. If PowerSchool Live Assist is not enough, we also provide no hold guaranteed phone support as well as email support with a 24-hour response.

R e q u i r e m e n t

If hosting data, describe the protection that you have in place to ensure that the hosted data is secured and only updated by those individuals who have the rights to do so.

R e s p o n s e

PowerSchool Assessment and Analytics is a Software as a Service solution that is hosted, maintained and administered by PowerSchool. The district will have account administration and role-level security to the application to manage and maintain the system.

Data security is a top priority at PowerSchool. Our SaaS data center environments reside in state-of-the-art facilities, compliant with HIPAA and FERPA standards. They provide multiple challenge points and employ an extensive series of security protocols throughout all data center areas to ensure your data is 100% secure.

Biometric scanners and card readers are used for physical access to all areas within the facility, and are under 24x7x365 internal and external CCTV video surveillance, and a 95-day video retention. Our data center environments are independently audited in accordance with the Statement on Standards for Attestation Engagements (SSAE) and Service Organization Controls (SOC) that satisfy the requirements of both the SSAE 16 and ISAE 3402 Type II SOC 1, which is the replacement for SAS70 Type II.

All PowerSchool Assessment critical and sensitive information resides within the database and all systems incorporate XTS-AES 256-bit data-atrest encryption. No data is resident on the PowerSchool Assessment application servers. All web-based access to PowerSchool Assessment is via an SSL connection that utilizes CA (signed) certificates with SHA-2 format and fully support incoming connection that use network address translation (NAT).

Internal and external network segments are separated by a next-generation firewalls (NGFW) that includes multiple levels of intrusion detection system (IDS) technologies in place to monitor network or system activities for malicious activities and policy violations. Enterprise systems at the perimeter edge network are utilized to protect, prevent, and mitigate against Distributed Denial of Service (DDoS) attacks. The access control list (ACL) within the next-generation firewall restricts direct access to the PowerSchool SaaS infrastructure through only dedicated TCP/IP addresses for PowerSchool SaaS staff. There is no direct access to PowerSchool Assessment servers outside of the specific TCP/IP addresses used by PowerSchool SaaS staff.

Requirement

If hosting data, describe your business recovery plan, backup processes, etc.

Response

SaaS Data Backup / Recovery Configurations

Within the PowerSchool SaaS environment, all systems are configured with fault tolerant components. All switched network components utilize a multilayer redundant design. Our PowerSchool SaaS technical staff also maintains a number of hardware assets on hand to utilize in the event of system loss; these assets are kept readied and would be deployed in the event that suitable repair is not available in a timely manner. PowerSchool database servers are configured with multiple online logs across multiple disks and also incorporate multiple data backup levels including the use of incremental (directly attached disk) back-ups maintained for 7 days, nightly full backups to internal and external media maintained for 30 days, and weekly full off-site secure media maintained for 90 days.

Within the PowerSchool SaaS environment, Disaster Recovery and Data Continuity plans exist and take into consideration the impact on critical systems. These Disaster Recovery and Data Continuity plans are reviewed quarterly and updated as warranted. During tests of the Disaster Recovery and Data Continuity plans, "table top" tests are performed and validate data integrity checks including a full table by table count comparison.

Requirement

If the data is on-site, what backup processes or redundant systems are recommended?

Response

PowerSchool Assessment and Analytics is a Software as a Service solution that is hosted, maintained and administered by PowerSchool. The district will have account administration and role-level security to the application to manage and maintain the system. Our system utilizes two backup sites to maintain client accessibility.

Requirement

Tell how often updates are performed. Will all updates be automatic or will there be opportunity for the district to time updates for convenience.

Response

We do regularly update the Assessment system/have releases on Tuesdays and Thursdays. These updates rarely require any sort of outage or interruption of service, and any updates/additions that will impact users are posted on our Help site as Release Notes. Because we are fully web-based SaaS solution, these releases do not require any action on the part of the client, and they are timed and executed to avoid any interruption to service. When we occasionally have maintenance or upgrades that require interruptions to service, we notify our client base as far in advance as possible and schedule for times where it will impact clients the least (weekends/over the summer); those times are rare, historically. For new features, particularly "big" ones, we notify key contacts through a variety of methods such as targeted email, Newsletters, News & Updates, banner notifications, social media, etc. so they are aware of the new feature and are directed to resources.

Requirement

Describe your support technical support system. Include hours of support, average time of downtime annually, average turnaround time on support issues, and support tier system (if applicable)

Response

Please see our Support overview at the beginning of this section.

7. Qualifications & Prior Experience

In this section, we provide information about our business organization, along with a response to your RFP's references and data sharing requirements.

PowerSchool Group provides a full array of customer support and account management services to SCPPS. District leadership will have a dedicated Account Manager assigned to plan and manage the implementation of PowerSchool Assessment and Analytics. This team offers a single point of contact to address district issues and is responsible for ensuring deliverables are being met while managing the implementation.

Additionally, our Customer Support team will be available for staff help via phone, email, and live remote assistance. All staff members in SCPPS have the ability to utilize our Support team Monday through Friday, 9am – 5pm and connect with a live representative.

Business Information	
Name	PowerSchool Group LLC
PowerSchool Group LLC Headquarters	PowerSchool Group LLC 150 Parkshore Drive Folsom, CA 95630
Taxpayer Identification Number	47-4674631
General Phone Number	916-288-1725
Email	sales@powerschool.com
Website	http://www.powerschool.com/
First Point of Contact	Jamie Maddox, Account Executive for SCPPS
Contact Email Address	jamie.maddox@powerschool.com
Contact Phone Number	615-448-5498

Dedicated Team

PowerSchool Group LLC is comprised of over 900 talented professionals who proudly support PowerSchool products, services and the PowerSchool community. Our dynamic team is made up of dedicated product managers, software engineers and architects, directors, marketing professionals, technical support and services professionals, and sales staff with one unified goal: to make PowerSchool the best, most useful system to help schools, districts, administrators, teachers, parents, and students succeed.

The following details the number of employees in specific technical roles within PowerSchool Group:

Technical Staff	
244	**Product Development** - Handles the planning of the PowerSchool products at all stages of the product lifecycle, State Reporting, and Quality Assurance.
132	**Client Services** - Ensures the successful implementation and deployment of the PowerSchool solution within SCPPS.
202	**Technical Support** - Provide timely, accurate and quality support to ensure user success with PowerSchool products.

All Staff	
Research & Development	244
General & Admin	77
Sales	95
Marketing	23
Services	134
Support	202
Client Services	132
Content	17
TOTAL:	**924**

References

To demonstrate our capacity, to date, PowerSchool Assessment has served 3,292 schools, 240,632 teachers, and over 2.1 million students. Schools have delivered 4.3 million assessments with students answering more than 1 billion questions to date. These numbers are a testament to our highly effective, educator- and student-centered assessment system.

The following eight (8) references are from PowerSchool Assessment and Analytics clients similar in scope and/or size to SCPPS. Additional references are available upon request.

Reference #1

District Name:	**Jefferson Parish Schools** http://www.jpps.k12.la.us/ 501 Manhattan Blvd Henry, LA 70058
Contact Name:	Karen Herndon
Telephone:	504-349-7604
Email:	Karen.Herndon@jppss.k12.la.us
Scope:	53,000 students SIS: Infinite Campus

Reference #2

District Name:	**Livingston Parish Schools** http://www.lcps.org/ 13909 Florida Blvd Livingston, LA 70754
Contact Name:	Dawn Rush
Telephone:	(225) 686-7044
Email:	dawn.rush@lpsb.org
Scope:	26,000 students SIS: PowerSchool

Reference #3

District Name:	**Desoto Parish Schools** http://www.desotopsb.com PO Box 631 Mansfield, LA 71052-0631
Contact Name:	Kathy Noel
Telephone:	318-872-3993
Email:	kathy.noel@desotopsb.com
Scope:	4,900 students SIS: JPAMS

Reference #4

District Name:	**Natchitoches Parish Schools** http://www.nat.k12.la.us 310 Royal St. Natchitoches, LA 71457
Contact Name:	Julie Wright
Telephone:	318-352-2358
Email:	jwright@nat.k12.la.us
Scope:	7,500 students SIS: JPAMS

Reference #5

District Name:	**Chesterfield County School District** 600 Southlake Blvd. Richmond, VA 23236 http://chesterfield.k12.va.us/CCPS/operations/technology
Contact Name:	Autumn Nabors
Telephone:	904-748-1405
Email:	Autumn_Nabors@ccpsnet.net
Scope:	59,000 students SIS: Synergy

Reference #6

District Name:	**Johnson City (TN)** http://www.jcschools.org/ 100 E Maple St Johnson City, TN 37601-6816
Contact Name:	Dr. Bentley
Telephone:	423-434-5200
Email:	bentley@jcschools.org
Scope:	3,800 students SIS: PowerSchool

Reference #7

District Name:	**Augusta County Schools** http://www.augusta.k12.va.us/augustacounty/site 18 Government Center Lane Verona, VA 24482
Contact Name:	Wendy Chandler
Telephone:	540-245-5121
Email:	wgchandler@augusta.k12.va.us
Scope:	11,000 students SIS: Infinite Campus

Reference #8

District Name:	**Rockingham County** http://www.rockingham.k12.va.us/ 100 Mount Clinton Pike Harrisonburg, VA 22802
Contact Name:	Larry Shifflett
Telephone:	540-564-3200
Email:	lfshifflett@rockingham.k12.va.us
Scope:	11,000 students SIS: PowerSchool

Appendix B – Transfer of Personally Identifiable Student Information

We value our relationship with SCPPS and look forward to a continued partnership with the district. As a current customer you know that PowerSchool Group is compliant with HIPAA and FERPA and uses a number of security protocols to ensure your data is 100% secure in PowerSchool.

PowerSchool Group fully appreciates the importance of protecting Personal Information and has resources dedicated to overseeing data security practices to help PowerSchool Group adhere to policies that aim to protect sensitive data. This includes performing ongoing reviews of the procedures for appropriate handling of secure materials and data to help prevent security breaches and monitoring changing business needs to identify and implement applicable security and privacy procedures to meet the security needs of SCPPS.

The following is the information requested in Appendix B of your RFP.

Requirement

A brief profile of the Recipient.

Response

About PowerSchool Group LLC

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. We 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. We drive student growth through digital classroom capabilities and engage families through real-time communications across any device. Visit https://www.powerschool.com/ to learn more.

PowerSchool supports the most critical processes of managing student, class, and school data, and we are committed to the highest standards of protection for student data and personally identifiable information ("PII") at all times.

PowerSchool complies with all Federal and Louisiana state requirements regarding student data privacy and security practices, including SOPIPA, FERPA and HIPPA, as

these requirements are incorporated throughout the Privacy Policy found at: http://www.powerschool.com/customer-contract-privacy-policy/.

Requirement

- **A complete listing of all of the data elements requested or authorized to be transferred.**
- **A statement on the intended use of data elements and information requested or authorized.**
- **The legal authority or requirements associated with the request and potential transfer.**

Response

What Information Is Collected

PowerSchool, in its role as a vendor to educational agencies and institutions, both public and private entities ("Educational Agencies"), receives disclosures from the Educational Agencies, which include the PII contained in student records. Only information that is needed for PowerSchool to perform services, which are outsourced to PowerSchool by the Educational Agencies, is disclosed to PowerSchool. These disclosures are authorized by FERPA.

Requirement

The regulations and standards by and to which the Recipient is held regarding confidentiality.

Response

PowerSchool complies with the Family Educational Rights and Privacy Act ("FERPA"), a federal statute that regulates the privacy of student records by Educational Agencies that receive financial assistance from the U.S. Department of Education, along with the Children's Online Privacy Protection Act, the Health Insurance Portability and Accountability Act, and applicable state laws.

Requirement

The names of additional entities who may have access or viewership of the data elements and information requested via the acquisition, processing, and/or use of the data elements and information by the Recipient.

Information Sharing, Disclosure & Retention

Information collected through PowerSchool Products may be supplied to affiliates of PowerSchool, and other companies and organizations who perform work for us under contract or sell products or services that complement our products and services. Information is only supplied to other companies and organizations at your request (i.e., you purchase a third-party supplemental product to augment PowerSchool). Upon completion of the terms of the contract (i.e., termination by you or PowerSchool), PowerSchool destroys any copy of your data that PowerSchool had in its possession at the time of termination. This will also terminate access through PowerSchool for all authorized companies and organizations as well.

We also may disclose PII in the following situations: (a) in response to a subpoena, court order or legal process, to the extent permitted and required by law; (b) to protect user security or the security of other persons, consistent with applicable laws; (c) in connection with a sale, joint venture or other transfer to some or all of the assets of PowerSchool; or (d) in order to enforce the PowerSchool Products' Terms of Use. We otherwise exercise commercially reasonable care to not otherwise share or disclose the names of users or any PII with third parties, except with the prior approval of the user. This includes, but is not limited to, PowerSchool never selling your data to third-party marketing companies.

R e q u i r e m e n t

A description or copy of the Recipient's active data breach response plan, including measures in place to prevent and mitigate such a breach.

R e s p o n s e

In the highly unlikely event that there is an unauthorized disclosure of PII data relating to a student, notwithstanding the above exceptions, PowerSchool will promptly inform you of the following information, if reasonably available to PowerSchool: (1) what information was disclosed; (2) the student(s) affected by the disclosure; and (3) PowerSchool's course of action to mitigate any further disclosure.

Incident Management

Identifying and responding to security incidents is an important part of PowerSchool Group's security posture. The Incident Management and Communication Plan defines detailed roles and responsibilities that are initiated when actual or potential security incidents are identified. This plan follows industry best practices to provide quick response, effective isolation and containment, thorough root cause analysis, and appropriate remediation. Forensic analysis is also performed when necessary to

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provide detailed evidence for root cause analysis and any possible legal action. All PowerSchool Group personnel are required to report any security incidents, violations of policy, or potential risks when they encounter them. They are provided with guidelines, points of contact, and overall expectations through PowerSchool Group Policy, new-hire orientation training, and online security awareness courses.

Additional information regarding security measures can be provided upon contract award.

Transfer of Personally Identifiable Student Information

In accordance with Act 677 of the 2014 Louisiana Legislature, the St. Charles Parish School Board (SCPSB) seeks to increase awareness of the transfer of personally identifiable student information to ensure that parents and citizens have an accurate picture of said transfers. To that end, SCPSB wishes to enter into an agreement, or clarify an existing agreement, between ourselves and

_____

hereinafter referred to as "Recipient".

To the fullest extent permitted by law, the Recipient agrees to and shall defend, indemnify and hold the St. Charles Parish School Board (SCPSB), its officers, agents and employees, harmless from and against any and all third party claims, suits, liabilities, losses, expenses, liens, costs, demands and causes of action of every kind and character including those of the Recipient, its agents and employees, as well as parents of SCPSB students, third parties, and all others, for any and all claims including, but not limited to, identify theft, bodily injury, personal injury, damage or destruction of real or personal property, libel, slander, defamation, including costs, attorneys' fees and settlements arising out of or in any way connected with the request, transfer, acquisition, obtainment, processing, use, and/or distribution of data elements and information regarding personally identifiable student information, by any negligent act or omission performed by the Recipient or any agent, employee, invitee or licensee of the Recipient, whether resulting from or contributed to by the negligence in any form by its officers, agents or employees whether active or passive. The Recipient shall pay all reasonable legal fees and costs incurred by SCPSB under this agreement to enforcing the indemnification articulated under this Section.

Recipient agrees that, upon termination of this agreement, it shall return all data to the SCPSB in a usable electronic form, and erase, destroy, and render unreadable all SCPSB data in its entirety in a manner that prevents its physical or digital reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within thirty (30) days said termination. Recipient further acknowledges that the confidentially obligations and duties imposed or implied by the nature of any data elements and information incident to this agreement, as well as those imposed or implied by the agreement itself, shall remain in effect, surviving the termination of this agreement, for a period of fifteen (15) years or for so long as the information remains confidential.

The Executor of this contract for the Recipient herein represents and warrants that he or she has the unrestricted right to execute this agreement and that their doing so will not violate any law or intellectual property, property, proprietary, contract, or other right of any third party.

_____   _____
Recipient – Signed Date *   SCPSB – Signed Date

_____   _____
Recipient – Printed   SCPSB – Printed

_____   _____
Title   Titlle

*PowerSchool complies with all Federal and Louisiana state requirements regarding student data privacy and security practices, including SOPIPA, FERPA and HIPPA, as these requirements are incorporated throughout the Privacy Policy found at: http://www.powerschool.com/customer-contract-privacy-policy/.

Exceptions & Sample Contract

**POWERSCHOOL GROUP LLC'S POINTS OF DISCUSSION REGARDING
ST. CHARLES PARISH PUBLIC SCHOOLS'
Request for Proposal for Assessment Data Management System**

PowerSchool Group LLC ("PowerSchool Group"), as part of its response St. Charles Parish Public Schools ("District"), submits the following Points of Discussion to the above-referenced RFP. PowerSchool Group understands and acknowledges that the terms of the final agreement are subject of further negotiations between District and PowerSchool Group in the event that District proposes to award a contract to PowerSchool Group pursuant to the RFP.

GENERAL CONDITION: PowerSchool Group is providing unique software products and services to District, and as such, PowerSchool Group proposes that any resulting agreement entered into for said products and services should be governed by the terms and conditions of PowerSchool Group's then-current Licensed Product and Service Agreement with any accompanying schedules and policies applicable to the offering. PowerSchool Group's Licensed Product and Service Agreement has been drafted specifically for use with PowerSchool Group products and services, and as such, is better suited to operate as District's agreement with PowerSchool Group, rather than District's standard agreement. PowerSchool Group is willing to negotiate modifications and/or additions (either from District's RFP or to address any other District concerns) to its standard agreement(s) and any schedules and policies, after discussions and negotiation with District. The current agreement PowerSchool utilizes, as of the date of this Submission, is attached for your review.

Appendix B: PowerSchool complies with all Federal and Louisiana state requirements regarding student data privacy and security practices, including SOPIPA, FERPA and HIPPA, as these requirements are incorporated throughout the Privacy Policy found at: http://www.powerschool.com/customer-contract-privacy-policy/.

IMPORTANT: DO NOT ALLOW LICENSED PRODUCT (AS DEFINED BELOW) TO BE INSTALLED OR USED WITHOUT READING THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE NOT WILLING TO ACCEPT THESE TERMS AND CONDITIONS, YOU MUST RETURN THE LICENSED PRODUCT TO POWERSCHOOL WITHIN TEN (10) DAYS OF RECEIPT. BY INSTALLING AND USING THE LICENSED PRODUCT AS PERMITTED BY THIS LICENSE OR ORDERING SERVICES (AS DEFINED BELOW), YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

LICENSED PRODUCT AND SERVICES AGREEMENT

Last updated as of August 2, 2016

1.   DEFINITIONS. **PowerSchool Group LLC,** the licensor of Licensed Product pursuant to this Agreement, is referred to herein as "**PowerSchool**" The school, school district or other entity licensing Licensed Product is referred to herein as "**Licensee**." This Licensed Product and Services Agreement is referred to herein as the "**Agreement**." In addition, the following definitions shall apply:

1.1   Documentation means all written user information, whether in electronic, printed or other format, delivered or made available to Licensee by PowerSchool with respect to Licensed Product, now or in the future, including instructions, manuals, training materials, and other publications that contain, describe, explain or otherwise relate to Licensed Product.

1.2   Embedded Applications means software developed by third parties that may be embedded in or bundled with the software developed by PowerSchool as part of Licensed Product.

1.3   Hosting Services means the hosting of the Licensee's license to the Licensed Product and Third Party Software by PowerSchool or its hosting providers from a server farm that is comprised of application, data and remote access servers used to store and run the Licensed Product and Third Party Software, including associated offline components.

1.4   Licensed Product(s) means all software (including Embedded Applications) and subsequent versions provided under Support Services and all related Documentation licensed to Licensee pursuant to this Agreement, now or in the future; provided, however, that Licensed Product shall not include any Third Party Software.

1.5   Licensed Sites means Licensee's schools, administrative offices, and other locations at which Licensee conducts its school administrative functions.

1.6   Professional Services means data conversion, implementation, site planning, configuration, integration and deployment of the Licensed Products or Hosting Services, application development, training, project management and other consulting services.

1.7   Support Services is defined in section 3.1. of the Support and Services Policies attached hereto.

1.8   Services means Support Services, Hosting Services and Professional Services collectively.

1.9   State Reporting Code (or SRC) means Licensed Product that may be available to Licensee to assist Licensee in meeting specific state reporting requirements and that is designated as State Reporting Code by PowerSchool.

1.10   Third Party Software means any software product designated as Third Party Software by PowerSchool, and any related documentation supplied to Licensee. Any product designated as Third Party Software is licensed by an entity other than PowerSchool, under different license terms than those set forth herein. Third Party Software is different from Embedded Applications in that PowerSchool licenses the Embedded Applications to Licensee as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). PowerSchool is not the licensor of Third Party Software.

2.   LICENSE GRANT

2.1   Basic Terms. Subject to the terms and conditions of this Agreement and the Privacy Policy located at http://www.powerschool.com/ customer-contract-privacy-policy, PowerSchool grants to Licensee a restricted, personal, non-exclusive, non-transferable license to use the Licensed Product specified in the PowerSchool's quotation or acceptance of License purchase order solely to support its school administrative functions, only at the Licensed Sites, not to exceed the maximum student enrollment as set forth in Section 1 of the Supplemental Terms and Conditions. Such license shall be perpetual, unless it is specified in PowerSchool's price quotation or proposal to Licensee that Licensee's license will be limited to a specified length of time, or unless this license is terminated under the provisions of this Agreement. In no event may Licensed Product be: (a) used other than at the Licensed Sites; (b) made available via a network or otherwise to any school, school district or third party other than the Licensed Sites; or (c) used to perform service bureau functions for third parties or to process or manage data for locations other than the Licensed Sites. Licensed Product will be provided by PowerSchool and may be used by Licensee in executable code form only; source code to Licensed Product will not be provided. Licensed Product shall only be used as expressly authorized by this Agreement.

2.2   Copies. Licensee shall not make copies of, otherwise reproduce, or allow any unauthorized and/or third-party access to any Licensed Product, except that: (a) Licensee may make copies of the software component of any Licensed Product, in executable code form, only for backup or archival purposes; and (b) Licensee may make unlimited printed copies for Licensee's internal use of any Documentation delivered by PowerSchool to Licensee. Licensee shall retain and include all of PowerSchool's or any third parties' copyright and other proprietary rights notices on all copies of Licensed Product. Licensee shall not otherwise reproduce Licensed Product.

2.3   Supplemental Terms and Conditions. The product-specific terms and conditions set forth in the Supplemental Terms and Conditions attached hereto are incorporated herein by reference. These additional terms and conditions are applicable to the extent that Licensee licenses any of the specific products or modules listed therein.

3.   PROPRIETARY RIGHTS

3.1   Restrictions on Use of the Licensed Product and Services. Licensee shall use the Licensed Products and Services only for the internal business purposes of Licensee. Licensee shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Licensed Products or Services; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Licensed Products or Services, in whole or in part, for competitive purposes or otherwise; (iii) write or develop any derivative works based upon the Licensed Product or Services; (iv) modify, adapt, translate or otherwise make any changes to the Licensed Products or Services or any part thereof; (vi) use the Licensed Products or Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without PowerSchool prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Licensed Products or Services; or (viii) otherwise use or copy the same except as expressly permitted herein. Licensee shall not transfer, assign, provide or otherwise make Licensed Products, Services or this Agreement available to any other party without the prior written consent of PowerSchool. Any attempted sublicense, assignment or transfer of any rights, duties or obligations by Licensee in violation of this Agreement shall be void. Licensee shall hold PowerSchool harmless from claims for damages resulting from Licensee's misuse of the

Licensed Products and Services, including PowerSchool's intellectual property.

3.2 **Intellectual Property Rights.** Licensed Product is proprietary to PowerSchool and/or third parties and is protected by copyright, trade secret, and other intellectual property rights. The placement of a copyright notice on any portion of Licensed Product does not mean that such portion has been published and will not derogate any claim of trade secret protection for the same. Title to all complete or partial copies, and all applicable rights to copyrights, patents, trademarks and trade secrets in Licensed Product, are and shall remain the property of PowerSchool or their other owners, as applicable.

3.3 **Confidentiality.** Licensee agrees to keep Licensed Product confidential and to prevent unauthorized disclosure or use of Licensed Product in Licensee's possession. Licensee shall notify PowerSchool immediately in writing of any unauthorized use or distribution of Licensed Product of which Licensee becomes aware and shall take all steps necessary to ensure that such unauthorized use or distribution is terminated. For any Licensed Product for which PowerSchool makes available passwords or other user identification technology to access such Licensed Product, Licensee shall advise all users of such passwords or other user identifications that such passwords or user identifications must be maintained in confidence and not transmitted or shared.

4. **SUPPORT AND OTHER SERVICES.** Any Support and/or Professional Services and/or Hosting Services ordered from PowerSchool by Licensee in connection with the license of Licensed Product shall be provided by PowerSchool pursuant to PowerSchool's terms, conditions and policies applicable at the time of order to the particular Services purchased. PowerSchool's current terms, conditions and policies for delivery of Support and Services, which are subject to change from time to time, are attached hereto as the Support and Services Policies. Licensee's license of Licensed Product does not, by itself, entitle Licensee to any support, upgrades, patches, fixes or the like for Licensed Product; Licensee must maintain a current Support subscription and pay any applicable Support fees to be eligible for Support Services. Support Services must be purchased for all licenses in Licensee's possession. Support may not be purchased or renewed for a subset of such licenses only. Support Services may not be used as a substitute for Professional Services.

5. **FEES AND TAXES.** Licensee agrees to pay PowerSchool, in accordance with PowerSchool's invoice terms, the fees charged for the Licensed Products and related Services and/or other items ordered by Licensee, together with any other charges made in accordance with this Agreement, and all applicable sales, use or other taxes or duties, however designated, except for taxes based on PowerSchool's net income. Licensee agrees to also pay for PowerSchool's reasonable travel and lodging expenses for Services performed at Licensee's premises, at actual cost. If Licensee claims tax exempt status, Licensee agrees to provide evidence of such tax exemption upon PowerSchool's request. To the extent that such tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, Licensee shall be responsible for any and all taxes and assessments that arise from this Agreement and related transactions (except for taxes based upon PowerSchool's net income). Licensee shall pay a monthly charge of 1.5% (18% annually) on all amounts not paid when due, or, if a lower maximum rate is established by law, then such lower maximum rate. All pricing set forth in any PowerSchool quotation or invoice is in United States dollars unless otherwise specified.

6. **THIRD PARTY SOFTWARE LICENSE TERMS; EMBEDDED APPLICATIONS; OPEN SOURCE SOFTWARE.** Any software designated by PowerSchool as Third Party Software is provided to Licensee pursuant to a separate license agreement between Licensee and the third party supplier, which will be provided to Licensee by the third party supplier. All support, warranties, and services related to Third Party Software are provided by the supplier of the Third Party Software under such third party's terms and conditions, and not by PowerSchool, unless otherwise specifically provided under this Agreement. Only Sections 5, 6, 9 and 12 of this Agreement apply to Third Party Software and any related support and services set forth in this Agreement. In addition, Licensed Product may contain Embedded Applications. If any additional license terms are identified in the Supplemental Terms and Conditions with respect to any Embedded Applications, Licensee shall

comply with such conditions with respect to such applications. Certain Embedded Applications may also be subject to "open source" licensing terms. In some cases, the open source licensing terms may conflict with portions of this Agreement, and to the extent of any such conflict, the open source licensing terms shall govern, but only as to the software components subject to those terms. Notwithstanding the foregoing, Licensee acknowledges that if any open source software component is licensed under terms that permit Licensee to modify such component, and if Licensee does so modify such component, then PowerSchool will not be responsible for any incompatibility with such modifications and the remainder of the Licensed Product.

7. **COMPATIBLE PLATFORMS/HARDWARE.** Licensee is responsible for obtaining and maintaining an appropriate operating environment with the necessary hardware, operating system software and other items required to use and access Licensed Product. PowerSchool will not be responsible for any incompatibility between Licensed Product and any versions of operating systems, hardware, browsers or other products not specifically approved by PowerSchool for Licensee's use with Licensed Product. PowerSchool will make written requirements available to Licensee at Licensee's request.

8. **LIMITED MEDIA WARRANTY.** PowerSchool warrants that the media on which Licensed Product is recorded shall be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase. Licensee's exclusive remedy under this Section shall be replacement of the defective media.

9. **DISCLAIMER OF OTHER WARRANTIES. LICENSED PRODUCT AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (EXCEPT AS PROVIDED IN SECTION 8), AND POWERSCHOOL AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, POTENTIAL IMPLEMENTATION DELAYS, AND NON-INFRINGEMENT. POWERSCHOOL DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE OPERATION OF THE LICENSED PRODUCT OR HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, POWERSCHOOL DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE LICENSED PRODUCT OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. LICENSEE AGREES THAT THE USE OF LICENSED PRODUCT AND SERVICES IS AT LICENSEE'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY POWERSCHOOL OR A POWERSCHOOL REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO LICENSEE.**

10. **STATE REPORTING CODE.** Unless PowerSchool specifically offers SRC for Licensee's state, PowerSchool makes no representation that Licensed Product includes any SRC designed to meet the reporting requirements of Licensee's state. If PowerSchool does offer SRC for Licensee's state, Licensee acknowledges that the SRC is intended as a tool to assist Licensee in complying with state regulatory requirements; however, PowerSchool does not warrant that the SRC conforms to, or that use of the SRC will ensure Licensee's compliance with, all state regulatory requirements that may apply or that the SRC will be maintained to conform to such requirements now or in the future. It is Licensee's, and not PowerSchool's, responsibility to understand and comply with all such requirements.

11. **TERMINATION**

11.1 **Termination for Breach.** PowerSchool shall have the right to suspend performance under this Agreement in the event that Licensee is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event

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the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that PowerSchool shall have the right to terminate this Agreement immediately upon written notice in the event that Licensee breaches any of its obligations under Section 3. Licensee further acknowledges that, as breach of the provisions of Section 3 could result in irreparable injury to PowerSchool, PowerSchool shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

11.2 **Effects of Termination**. In the event of any termination of all or any portion of this Agreement, Licensee shall not be relieved of any obligation to pay any sums of money that have accrued prior to the date of termination. In addition, the provisions of Sections 3, 5, 6, 9, 11, 12 and 13 shall survive termination of this Agreement. Immediately upon any termination of a license for any Licensed Product under this Agreement, Licensee shall, at its own expense, either return to PowerSchool or destroy all copies of such Licensed Product and associated Third Party Software in its possession or control, and shall forward written certification to PowerSchool that all such copies of such Licensed Product and Third Party Software have either been destroyed or returned to PowerSchool.

11.3 **Liquidated Damages**. In the event that Licensee enters into a multi-year contract with PowerSchool and Licensee terminates the contract or any portion thereof, Licensee agrees to pay PowerSchool the remaining sum due to PowerSchool through the stated term of the contract as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Licensee terminates this Agreement as a result of PowerSchool's breach in accordance with Subsection11.1 herein. Notwithstanding the foregoing, Licensee shall not be liable for said liquidated damages in the event that: (i) Licensee provides PowerSchool at least thirty (30) days' advance notice of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Licensee's contract. Licensee shall not utilize this clause as a right to terminate the contract for convenience. PowerSchool reserves the right to seek documentation evidencing the non-appropriation of funds.

12. **LIMITATION OF LIABILITY. POWERSCHOOL SHALL NOT BE LIABLE TO LICENSEE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, LICENSED PRODUCT, THIRD PARTY SOFTWARE, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF POWERSCHOOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, LICENSEE SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY LICENSEE TO POWERSCHOOL HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS. IN ADDITION, IN NO EVENT WILL THE LIABILITY OF POWERSCHOOL RELATING TO SUPPORT SERVICES OR HOSTING SERVICES EXCEED THE TOTAL AMOUNT OF MONEY PAID BY LICENSEE TO POWERSCHOOL DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD WITH RESPECT TO THE PARTICULAR SUPPORT SERVICES OR HOSTING SERVICES ON WHICH THE CLAIM IS BASED.**

13. **GENERAL**

13.1 **Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.** The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. This Agreement shall not be subject to the Uniform Computer Information Transactions Act.

13.2 **Compliance Verification.** During the term of the Agreement and for a period of one year following its termination, PowerSchool shall have the right to verify Licensee's full compliance with the terms and requirements of the Agreement. Licensee shall (A) provide any assistance reasonably requested by PowerSchool or its designee in conducting any such audit, including installing and operating audit software, (B) make requested personnel, records, and information available to PowerSchool 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, Licensee shall reimburse PowerSchool for the reasonable costs and expenses of such verification process incurred by PowerSchool (including but not limited to reasonable attorneys' fees), and Licensee shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of PowerSchool's termination rights and do not affect PowerSchool's right to payment for Services and interest fees related to usage in excess of the quantities purchased.

13.3 **General Provisions.** Neither party shall be held liable to the other party for failure of performance where such failure is caused by supervening conditions beyond that party's control, including acts of God, civil disturbance, strikes or labor disputes. If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, this Agreement shall be enforced to the maximum extent possible to effectuate the original express intent of the parties. Licensee may bring no action arising out of this Agreement, regardless of form, more than one (1) year after the cause of action has arisen. In the case of notices to PowerSchool, such notices shall be sent to: PowerSchool Group LLC, Attn General Counsel, 150 Parkshore Drive, Folsom, CA 95630. In the case of notices to Licensee, such notices shall be sent to PowerSchool's address of record for Licensee. Either party may change its notice address by notifying the other in like manner. Licensee agrees that the terms of this Agreement, including all pricing for PowerSchool's products and services, shall be kept confidential and not disclosed to any third party without the prior written consent of PowerSchool.

13.4 **Facilities.** Licensee acknowledges that certain Services are intended to be performed by PowerSchool off-site (e.g., through remote communication capabilities). If any portion of the work will be performed on Licensee's premises, Licensee agrees to provide appropriate access to utilities, work space and other on-site accommodations reasonably necessary to enable PowerSchool to perform such work.

13.5 **Confidentiality.** PowerSchool agrees to use commercially reasonable efforts to maintain the confidentiality of Licensee confidential information that is disclosed to PowerSchool in connection with the performance of services, and to use such Licensee confidential information solely for purposes of performing services hereunder. PowerSchool shall require its employees, agents and subcontractors performing work hereunder to do likewise. For purposes of this Section, "Licensee confidential information" shall mean any student or personnel data belonging to Licensee, or any other Licensee information or data labeled or identified as confidential at the time of disclosure, provided, however, that this definition and the obligations of this Section shall not extend to any information that: (a) is or becomes publicly known through no fault or negligence of PowerSchool; (b) is or becomes lawfully available from a third party without restriction; (c) is independently developed by PowerSchool; or (d) is disclosed without restriction by Licensee to any third party at any time.

13.6 **Limited License**. Licensee grants to PowerSchool a non-exclusive, royalty free license, to use equipment, software, Licensee data or other material of Licensee solely for the purpose of performing its obligations under the Agreement. However, PowerSchool may use and distribute the Licensee data for any lawful purpose outside the scope of the Agreement, provided always that such Data must be aggregated and/or de-identified.

13.7 **Export.** Without in any way limiting the restrictions on transfer set forth elsewhere in this Agreement, Licensee specifically agrees that Licensee will not, directly or indirectly, export or transfer any export-controlled commodity, technical data or software: (a) in violation of any laws, regulations, rules or other limitations imposed by any government authority; or (b) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals.

13.8 **U.S. Government Restricted Rights.** Licensed Product is a "commercial item" as that term is defined in 48 C.F.R. §2.101,

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consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. §12.212, 48 C.F.R. §227.7202 and 48 C.F.R. §52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government end users acquire Licensed Product only with those rights set forth herein.

13.9 **Entire Agreement.** This Agreement, inclusive of the Supplemental Terms and Conditions and the Support and Services Policies incorporated herein, or any addendums, amendments, and/or exhibits mutually executed and attached hereto, constitutes the complete and entire agreement between the parties with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements, proposals and negotiations with respect to same. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Licensee with respect to Licensed Product or any related support or services, and PowerSchool hereby refuses any such different or additional provisions in purchase orders or other documents. By mutual agreement of the parties, this Agreement is effective upon receipt and supersedes all prior Agreements entered into by the parties, the parties' agents, and/or the parties' previous affiliates. This Agreement shall not be modified or amended without the written agreement of both parties.

SUPPLEMENTAL TERMS AND CONDITIONS

1. **PRICING; ENROLLMENT INCREASES.** License pricing for Licensed Product is based on student enrollment at the Licensed Sites. If an increase in student enrollment in excess of five percent (5%) occurs at the Licensed Sites, then Licensee shall pay additional license fees to PowerSchool in accordance with PowerSchool's invoice. Such additional license fees shall be computed by multiplying the then-current per student license fee for Licensed Product by Licensee's additional enrollment. Licensee's subsequent Support invoices will be based on the increased enrollment as well.

2. **TERMS RELATING TO EMBEDDED APPLICATIONS**
2.1 **Oracle.** The following terms are applicable to a certain Embedded Application known as Oracle Database Enterprise Edition (the "Oracle Software"):

(a) The Oracle Software may only be used in conjunction with the Licensed Product and solely for Licensee's internal business purposes.
(b) Oracle USA, Inc. ("Oracle") shall have no liability whatsoever to Licensee for any damages, whether direct, indirect, incidental, or consequential arising from Licensees use of Licensed Product or the Oracle Software.
(c) Licensee is prohibited from publishing the results of any benchmark tests run on the Oracle Software.
(d) Licensee shall be prohibited from timesharing, rental, facility management, or service bureau use of the Oracle Software.
(e) Licensee's records may be audited, by PowerSchool or Oracle, during normal business hours to verify compliance with the terms of this Agreement.
(f) Oracle shall be a third party beneficiary of this Agreement.
(g) Oracle shall have no performance obligation or liability to Licensee in connection with this Agreement.
(h) Should the Oracle Software contain any source code provided by Oracle, such source code shall be governed by the terms of this Agreement.

2.2 **GPL Software.** Certain Embedded Applications included with the Licensed Product may be free software licensed under the terms of the GNU General Public License (GPL). Licensee may obtain a complete machine-readable copy of the source code for such free software under the terms of the GPL, without charge except for the cost of media, shipping, and handling, upon written request to PowerSchool. The GPL software is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY, including even the implied warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. A complete copy of the GPL is included within the Licensed Product.

3. **HARDWARE.** If, in conjunction with Licensee's licensure of Licensed Product, Licensee is purchasing any hardware through PowerSchool, Licensee acknowledges that such hardware purchase is being facilitated by PowerSchool as an accommodation to Licensee only. The warranties on any hardware not manufactured by PowerSchool will be limited to those provided by the manufacturers of such hardware and/or the vendors through which such hardware is being supplied. PowerSchool will pass through any manufacturer's or other vendor's warranty to the extent permitted by the manufacturer or other vendor, as applicable. Licensee agrees to look solely to the applicable manufacturer or other vendor, and not to PowerSchool, to fulfill any such warranties and any maintenance, repair, support, or other service obligations related to such hardware. Unless otherwise specifically agreed to in writing by PowerSchool, PowerSchool does not provide support for any of the hardware or third party software being purchased by Licensee through PowerSchool. Any requests for such support should be directed to the applicable hardware or software manufacturer. Licensee further agrees that any claims related to any such hardware, whether for breach of warranty or otherwise, must be made directly against the applicable manufacturer or other vendor, and not against PowerSchool, and that PowerSchool shall have no liability whatsoever in connection with such claims.

SUPPORT AND SERVICES POLICIES

I. **SUPPORT SERVICES**

1. **Definitions.** Capitalized terms not defined herein shall have the meanings assigned to them in the applicable Licensed Product Agreement ("Agreement") between Licensee and PowerSchool to which these Support and Services Policies ("Policies") are attached. In addition, for purposes of these Policies, the following definitions shall apply:

Errors shall mean a reproducible failure of Licensed Product to operate in accordance with its standard Documentation, despite the proper installation and use of Licensed Product in a proper operating environment and on hardware and system software sufficient to meet PowerSchool's then-current minimum requirements, which are subject to change as New Versions are released. User mistakes are not Errors within the meaning of these Policies. Errors may be due to problems in Licensed Product, the Documentation, or both.

Fix shall mean a patch, service pack or corrective update of Licensed Product that PowerSchool may prepare in its discretion on an interim basis, prior to issuance of a New Version, to correct programming Errors that prevent or obstruct normal operation of Licensed Product in accordance with the applicable then-current Documentation.

New Products shall mean new products, programs or modules developed by PowerSchool that provide features, functions or applications not included in the Licensed Product originally licensed by Licensee and for which additional license fees apply as determined by PowerSchool. A New Product may be usable with or in addition to the Licensed Product originally licensed by Licensee. New Products will be licensed to Licensee under the terms of PowerSchool's then-current license agreement only after payment of applicable fees.

New Version shall mean an updated version of Licensed Product issued by PowerSchool, which may include Fixes, together with such other modifications, updates, enhancements and improvements to Licensed Product that PowerSchool may, in its discretion, develop and deem ready for distribution and that PowerSchool standardly provides to all customers with a current support subscription to such Licensed Product.

Support Services shall mean those support services described in Section 3.1 below that will be provided hereunder with respect to Licensed Product during Licensee's Support Term.

Support Term shall mean the length of time Support Services are to be provided hereunder and for which Licensee has paid any applicable

Support Services fees, including any initial Support Term and any renewal Support Terms.

Telephone and E-mail Support shall mean telephone and e-mail support services, available Monday through Friday, during PowerSchool's normal business hours, exclusive of PowerSchool's holidays, regarding Licensee's use of Licensed Product and any problems that Licensee experiences in using Licensed Product.

2. **Support Term; Fees.** Support Services for Licensed Product are available at an additional cost. For Support Services purchased concurrently with Licensee's license to Licensed Product, Licensee's initial Support Term will begin upon shipment of Licensed Product (or, in the case of Licensed Product made available for download electronically, upon PowerSchool's provision of the necessary licensing information to enable Licensee to download Licensed Product) and terminate one (1) year thereafter, unless a different Support Term is specified in PowerSchool's written acknowledgment of Licensee's order, or unless terminated earlier in accordance with the terms of these Policies or the Agreement. Either party may terminate the provision of Support Services as of the end of the then-current Support Term by providing written notice to the other party prior to the end of the then-current Support Term that such party does not wish to renew the Support Term. Licensee shall provide written notice of non-renewal at least thirty (30) days prior to the applicable Support Term. If no notice of non-renewal is given by either party, the Support Term will *automatically* renew for the applicable renewal term stated on PowerSchool's renewal invoice at the then current Support fees; otherwise, Licensee's Support Term will terminate at the end of Licensee's current paid-up Support Term. If Licensee's Support Term is so terminated due to non-payment, and then PowerSchool subsequently reinstates Licensee's access to support, such reinstated access shall remain subject to the terms of these Policies and payment of applicable reinstatement fees. PowerSchool reserves the right to charge reinstatement fees in the event deactivated licenses are reactivated. For the initial Support Term, Licensee shall pay the charges specified in PowerSchool's initial invoice. For renewal Support Terms, Licensee shall pay PowerSchool's then-current annual Support Services fees. PowerSchool may supply new or modified Support and Services Policies or other terms and conditions to Licensee related to the provision of Support Services in a renewal term, in which event such new or modified Support and Services Policies or other terms and conditions will govern PowerSchool's provision of Support Services in such renewal term.

3. **Support Services Scope.** PowerSchool, or an entity under contract with and authorized by PowerSchool to provide Support Services, will provide Support Services for Licensed Product during the Support Term. The scope of Support Services shall be as follows:

3.1 **Support.** Support Services shall include: (a) Telephone and E-mail Support; (b) access to an online support website, as maintained by PowerSchool for customers maintaining a current support subscription; (c) Fixes, as developed and made generally available by PowerSchool in its discretion to address Errors that Licensee is experiencing in using Licensed Product; and (d) New Versions, as developed and made generally available by PowerSchool. Support Services do not include New Products. PowerSchool determines, in its sole discretion, what constitutes a New Product (for which additional license fees apply), and what improvements and enhancements to existing Licensed Product functionality are to be included in a New Version (and are therefore provided at no charge to customers with a current support subscription).

3.2 **Custom Programs.** For any custom programs developed for Licensee by PowerSchool, Support Services are available only on a time and materials basis at PowerSchool's current rates and charges for these services; support for custom programs is not included in Support Services. In addition, to the extent that Licensed Product includes any functionality that allows Licensee to customize screens or reports, PowerSchool will support the application infrastructure utilized to create such customizations but will not be responsible for supporting any such customizations.

3.3 **Requisite Training.** In order to receive Support Services described herein, Licensee must purchase appropriate training regarding the use and operation of Licensed Product. Telephone and E-mail Support may be limited to a specified number of authorized representatives of Licensee who have been appropriately trained.

3.4 **Enhancements to SRC.** PowerSchool may provide certain enhancements to SRC to customers that are current in their payment of annual Support fees for the SRC to PowerSchool. However, PowerSchool reserves the right, in its discretion: (a) to require that additional fees be paid by customers desiring that SRC be updated in connection with new reporting requirements in their state, in the event that such state's education department or equivalent entity makes changes to the state's reporting requirements that were not anticipated at the time PowerSchool determined its applicable Support fees for the SRC in that state; or (b) not to make further changes or enhancements to SRC in a given state based on lack of market demand, the nature and scope of the changes required, or other factors.

4. **Authorized Representatives.** If Licensee has purchased Support Services for the Licensed Product from PowerSchool, then in order to receive such Support Services, Licensee shall identify to PowerSchool up to two (2) people who will contact PowerSchool with any technical and product questions ("Authorized Representatives"). If it is desired that additional Authorized Representatives be permitted to contact PowerSchool for Support, Licensee must pay additional Support fees for such additional Authorized Representatives. All such Authorized Representatives shall complete, at a minimum, PowerSchool's Initial Product Training for the Licensed Product. Licensee shall provide PowerSchool with a written list of its Authorized Representatives as part of the implementation process for the Licensed Product, and shall keep PowerSchool informed of replacements for Authorized Representatives as soon as possible after the replacements occur.

5. **Licensee's Other Responsibilities.** To receive Support Services, Licensee shall: (a) report Errors or suspected Errors for which Support Services are needed, and supply PowerSchool with sufficient information and data to reproduce the Error; (b) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Licensed Product; (c) establish adequate operational back-up provisions in the event of malfunctions or Errors; (d) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Licensed Product; (e) maintain hardware and system software consistent with PowerSchool's minimum requirements; and (f) timely install all Fixes and New Versions supplied by PowerSchool in the proper sequence, and have the most current version of Licensed Product installed. Licensee acknowledges that Fixes and New Versions may be made available electronically, and that, in some cases, PowerSchool may maintain e-mail distribution lists that are used to notify customers of the availability of Fixes and New Versions and to provide other information to customers that are maintaining a current support subscription. Licensee shall be responsible for including the appropriate Licensee personnel on any such e-mail distribution lists of PowerSchool so that Licensee receives such notifications and other information.

6. **Support For Prior Versions.** Licensee must timely install all Fixes and New Versions to receive Support Services. In some cases, it may not be practical for certain customers to install a New Version immediately upon release. Therefore, PowerSchool may, in its discretion, continue to provide Telephone and E-mail Support for the prior version of Licensed Product for a period of time after release of a New Version. Licensee acknowledges that Fixes and other code maintenance will not be available for prior versions of Licensed Product (including SRC) after the release of a New Version.

II. **PROFESSIONAL SERVICES**

1. **Fees and Expenses.** In addition to providing Support Services during the Support Term, PowerSchool will perform such other Professional Services (training, installation, consulting, project management, etc.) as may be specified in PowerSchool's written

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acknowledgment of Licensee's order, or as may be subsequently agreed upon by the parties; provided that PowerSchool may, at its option, arrange for any such services to be performed by another entity on behalf of PowerSchool. Licensee agrees to pay for such services at the rates and charges specified in PowerSchool's written acknowledgment of Licensee's order, or, for work subsequently requested, at the rates agreed upon by Licensee and PowerSchool for such subsequent work. PowerSchool reserves the right to require a purchase order or equivalent documentation from Licensee prior to performing any such Services, or to require prepayment of certain Services. Unless otherwise specified, all rates quoted are for services to be performed during PowerSchool's normal business hours; additional charges may apply for evenings, weekends or holidays. Licensee shall also pay PowerSchool for travel expenses (lodging, meals, transportation and other related expenses) incurred in the performance of services. All such additional charges will be due and payable concurrently with payment for services. PowerSchool reserves the right to impose a minimum labor charge for each on-site visit. The rates and charges specified in PowerSchool's acknowledgment of Licensee's order shall apply to those services originally ordered; however, PowerSchool reserves the right to change service rates or other terms as a condition of entering into any subsequent service engagement. In the event that Licensee pays in advance for any services, all services must be scheduled and delivered within twelve (12) months of such payment, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid services amount that has not been used by Licensee toward services actually rendered within such twelve (12) month period shall be forfeited.

2. **Training.** PowerSchool reserves the right to limit the number of persons permitted to attend any training class in accordance with PowerSchool's training standards.

3. **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.

4. **Ownership Of Materials.** PowerSchool shall be the owner of all copyrights, patent rights and other intellectual property rights in any software code, documentation, reports or other deliverables (collectively, "Deliverables") created for or provided to Licensee pursuant to Professional Services. Provided that Licensee pays PowerSchool all fees and expenses associated with the development and provision of such Deliverables, Licensee shall have a paid-up, royalty-free license to use such Deliverables for Licensee's internal use only, solely for the purpose for which such Deliverables were provided. Nothing in this Agreement shall prevent PowerSchool from providing any Deliverables to PowerSchool's other customers or third parties. Notwithstanding the foregoing, PowerSchool acknowledges and agrees that any Licensee confidential information (as defined in Section 13.5 of these Policies) that is incorporated into any Deliverable remains subject to the provisions of such Section.

III. HOSTING SERVICES

1. **Term; Fees.** Hosting Services are available at an additional cost. For Hosting Services purchased concurrently with Licensee's license to Licensed Product, Licensee's initial Hosting Term will begin upon PowerSchool's written acknowledgment of Licensee's order and terminate one (1) year thereafter, ("Hosting Term") unless a different Hosting Term is specified in PowerSchool's written acknowledgment of Licensee's order, or unless terminated earlier in accordance with the terms of these Policies or the Agreement. Either party may terminate the provision of Hosting Services with effect as of the end of the then-current Hosting Term by providing written notice to the other party prior to the end of the then-current Term that such party does not wish to renew the Hosting Term. PowerSchool will provide Licensee with at least sixty (60) days' notice if PowerSchool determines that it will no longer offer Hosting Services to Licensee (but in any event will continue providing Hosting Services for the balance of the current term

for which Licensee has prepaid for such Services). If no notice of non-renewal is given by either party, then PowerSchool will invoice Licensee for the applicable renewal fees for a subsequent Hosting Term. If Licensee's Hosting Term is so terminated due to non-payment, and then PowerSchool subsequently reinstates Licensee's access to Hosting Services, such reinstated access shall remain subject to the terms of these Policies and payment of applicable reinstatement fees. For the initial Hosting Term, Licensee shall pay the charges specified in PowerSchool's initial invoice. For renewal Terms, Licensee shall pay PowerSchool's then-current annual Hosting Services fees. PowerSchool may supply new or modified Support and Services Policies or other terms and conditions to Licensee related to the provision of Hosting Services in a renewal term, in which event such new or modified Support and Services Policies or other terms and conditions will govern PowerSchool's provision of Hosting Services in such renewal term. Should Licensee decide to terminate hosting services, Licensee will retain its license to Licensed Product, subject to the terms of this Agreement.

2. **Availability**. Licensee acknowledges and agrees that the Licensed Product may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of PowerSchool or are not reasonably foreseeable by PowerSchool, including, but not limited to: the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively "Downtime"). PowerSchool shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Product caused by Downtime, whether scheduled or not.

3. **Acceptable Use Policy.** Licensee acknowledges and agrees that PowerSchool does not monitor or police the content of communications or data of Licensee or its users transmitted through the Services, and that PowerSchool shall not be responsible for the content of any such communications or transmissions. Licensee shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and PowerSchool's policies. Licensee agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. PowerSchool may remove any violating content posted or transmitted through the Hosting Services, without notice to Licensee. PowerSchool may suspend or terminate any user's access to the Hosting Services upon notice in the event that PowerSchool reasonably determines that such user has violated the terms and conditions of this Agreement.

4. **Security**. Licensee will not: (a) breach or attempt to breach the security of the Hosting Services or any network, servers, data, computers or other hardware relating to or used in connection with the Hosting Services, or any third party that is hosting or interfacing with any part of the Hosting Services; or (b) use or distribute through the Hosting Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Hosting Services or the operations or assets of any other customer of PowerSchool or any third party. Licensee will comply with the user authentication requirements for use of the Hosting Services. Licensee is solely responsible for monitoring its authorized users' access to and use of the Hosting Services. PowerSchool has no obligation to verify the identity of any person who gains access to the Hosting Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Licensee, and PowerSchool shall not be liable for any damages incurred by Licensee or any third party resulting from such breach. Licensee must immediately take all necessary steps, including providing notice to PowerSchool, to effect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred.

5. **Data.** Licensee has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submit to the Hosting Services.

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