Contract Committee Review Request MUST BE COMPLETED IN FULL

Summary

Date: June 8,2022 PowerSchool Group, LLC / Christine Curtis Contract/Agreement Vendor: Name of Vendor & Contact Person christine.curtis@powerschool.com Vendor Email Address Accept and approve the NEW agreement between Broken Arrow Public Schools and PowerSchool Group, LLC., for the purchase of PowerSchool Describe Contract (Technology, program, consultant-prof Development, etc.) Please use Summary below to fully explain the contract purchase , any titles, and details for the Board of Education to review. District Reason/Audience to benefit 6/27/22 1,350.00 **BOE** Date Person Submitting Contract/Agreement for Review: Amanda Davis-Summers PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK Principal &/or Director or Administrator Does this Contract/Agreement utilize technology (YES If yes, Technology Admin: Leadership Team Member: Funding Source: Bond OCAS Coding Fund/Project Accept and approve the NEW agreement between Broken Arrow Public Schools and PowerSchool Group, LLC., for the purchase of PowerSchool eSchoolPlus SIS customization fixed fees for 07/01/22-06/30/23. Total cost to the District is \$1,350.00 Consent and paid with Bond Funds. Action

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

This area must be complete with full explanation of contract



PowerSchool Group LLC 150 Parkshore Dr., Folsom, CA 95630 Quote #: Q-666490 - 3 Quote Expiration Date: 23-JUL-2022

Prepared By:

Helene McMurphy

Customer Contact:

Amanda Summers

Customer Name:

Broken Arrow Public Schools

Title:

Executive Director of Information

Services

Enrollment:

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Address:

701 S. Main Street

Contract Term:

12 Months

City:

Broken Arrow

Start Date:

1-JUL-2022

State/Province:

Oklahoma

End Date:

30-JUN-2023

Zip Code:

74012

Dha

Phone #:

(918) 259-7418

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2022 - 30-JUN-2023			
Professional Services and Setup Fees			
PowerSchool eSchoolPlus SIS Customizations Fixed Fee	1.00	Each	USD 1,350.00

Professional Services and Setup USD 1,350.00 Fee Totals:

Quote Total		
	Initial Term	1-JUL-2022 - 30-JUN-2023
	Payment Total	USD 1,350.00

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA Feb2022/

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

POWERSCHOOL GROUP LLC Signature:

Broken Arrow Public Schools Signature:

Ein Stanle

Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 7-JUN-2022

Printed Name:

Title:

Date:



PowerSchool Professional Services Scope of Work Broken Arrow Public Schools

PowerSchool eSchoolPLUS

QUOTATION FOR SERVICE

Purpose of Document

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

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

Scope of Service

PowerSchool shall retrofit the following custom program for use by the Client into eSchoolPlus Version 22.x.

SCBKA007 - Dynamic 2-Column Standards Based Report Card SCBKA - Display State ID in HAC

Deliverable Requirements

- 1. Client understands that this effort is for retrofitting existing development as last delivered by PowerSchool and that no changes/enhancements/etc are included.
- 2. All development is quoted to be developed/installed/delivered on one instance (DataBase) of PowerSchool.
- 3. All setup not otherwise specifically noted in this SOW is to be completed by client prior to development beginning.

Deliverable Example(s)

Objectives

- 1. Retrofit customs as listed in SOW for 22.x
- 2. QA/Technical Documentation

Completion Criteria

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

If consultative services are to be provided under this SOW, with no defined deliverable, then this activity will be considered complete when PowerSchool provides agreed upon consult/system analysis and provides recommended next steps. Once the quoted hours are exhausted, PowerSchool will have no further obligation to deliver services under this SOW.

- If a defined deliverable is to be provided under this SOW, then this activity will be considered complete when PowerSchool installs the final PowerSchool Deliverable, provides recommended next steps, and sends final deliverable sign off documentation.
- If a productization effort is to be provided under this SOW, then upon delivery, this product
 will be considered a part of core functionality and will be covered under the Client's existing
 Core Maintenance and Support agreement.

Client Responsibilities

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

PowerSchool Responsibilities

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

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

- Kick-off Meeting: Where applicable, the PowerSchool resource will conduct a Kickoff Meeting with the Client to establish responsibilities, milestones, and a basic Project
 Timeline. All effort shall be scheduled and milestones defined during the project kickoff or
 emailed to the Client in lieu of a Kick-off Meeting.
- Establish development tasks: The PowerSchool resource will establish the tasks necessary for development of the deliverable for use in PowerSchool.
- **Milestone deliveries:** The PowerSchool resource will establish the tasks necessary for development of the deliverable for use in PowerSchool.
- Project Status Reporting: The PowerSchool resource will establish the timeline for delivery of milestones during development.

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

Annually Recurring Maintenance and Support for Customizations

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