1. Introduction and Background

HB67 amended Utah Code § 53E-3-518 and created the obligation that Local Education Agencies (LEAs) must have financial information systems that meet requirements set by the Utah State Board of Education (USBE). HB67 also set a deadline of July 1, 2023, for all LEAs to upgrade their systems to meet these requirements. USBE has created Administrative Rules R277-427 that have created standards.

Pursuant to Code and Rule, USBE issued a Request for Proposals (RFP) seeking multiple solutions that would meet the requirements, provide flexibility, and allow the LEAs to select the best solution for them utilizing multiple cooperative contracts.

Please refer to Attachment A – Standard Terms and Conditions for Goods and Services for the cooperative terms for utilizing this contract.

Vendor is expected to provide the following:

Utah LEAs are complex operations, run in a highly professional manner. Vendor must provide a cost-effective, highly functional, state of the art software that will assist the LEAs in meeting requirements, while ultimately serving the students of the State of Utah. The desired components include, but are not limited to:

- Financial accounting
- Training and establishment of minimum modules within the financial system
- Standard forms and reporting
- Content or e-document management
- Advanced purchasing and procurement systems
- Purchasing cards
- Warehouse systems
- Business intelligence
- Cloud hosting services
- Accounts receivable system
- Budget preparation system
- Applicant portal
- Bid system
- Bank and check reconciliation systems
- Fixed asset systems
- Campus, student, and pupil accounting
- Human resources system, with access to relevant and necessary human resources data
- Utah state reporting (interoperable with the state transparency system).

The software must demonstrate adherence to Generally Accepted Accounting Principles (GAAP) and all relevant state and federal regulations. The solutions must include data conversion from existing LEA systems as well as the successful installation and testing of software on LEA systems.

Pre-Implementation Planning and Design Phase

Upon selection by an LEA, the vendor will provide an implementation team to detail how the ERP will meet the project goals and system requirements. The planning and design phase will determine which modules are used and how each specific module will be used to optimize workflow and process improvements.

The phase will also review the order and sequence of implementation for each module, what efforts (including staffing, training, and time) will be necessary to implement each module, what connections to other systems will be designed, what data will be stored in the system, what historical data will be imported, etc. The vendor will submit a fixed fee proposal for the Implementation Design and Planning Phase. The vendor will detail assumptions and expected estimate of effort. The vendor will provide implementation and related services necessary to install the new software, complete data conversion and testing, train staff, etc., by the July 1, 2023, deadline.

The vendor will also detail expectations and efforts required from the incumbent software provider. This is critical to success and the vendor must detail these expectations.

System Installation and Support

The vendor is responsible for installation and testing of the system to the point of independent operation by LEA's staff. In addition, the vendor will indicate support services necessary to ensure successful operation of the system and its components, including, but not limited to the following:

1) Acceptance testing after installation.
2) Maintenance support for bug fixes, enhancements, and tax and regulatory compliance updates.
3) End user and technical staff training.

Technical Support

The vendor will provide ongoing and unlimited technical support and software updates to maintain compliance with federal and State of Utah requirements and directives. The vendor must include a full description of all items included in the vendor's standard maintenance and support agreements including annual costs to LEA for these services. These maintenance agreements must provide for periodic updates to the software for product enhancements, bug fixes, tax and regulatory compliance, etc.

The vendor should also specify the method that determines future maintenance and support agreement increases. When describing telephone support, the vendor must specify all conditions (including days/times available) for its use by both end-user and technical staff.

See the Scope of Work for further details. The Scope of Work is subject to change based on identified need(s) and mutual agreement between the parties. Further details are provided below.

2. Scope of Work

General description of the project. What do you hope to accomplish? What are your overall goals and objectives (provide a bulleted tiered listing), materials needed to perform. Objective should provide an overview of the tasks to be completed with this project. Estimate timeline to complete each objective. Clarify where, how and under what circumstances project is applicable, relevant and significant. Provide a clear account of its methods. Provide a detailed duration of project: start to finish timeline of project (insert a table that outlines timeline).

The PowerSchool Statement of Work (this "**SOW**") for Professional Services designated between **PowerSchool GROUP LLC ("PowerSchool")** and [Company] **("Customer")**. This SOW is not a software subscription agreement, nor does it provide Customer with licenses to any PowerSchool application which requires a separately executed Main Services Agreement ("**MSA**") and PowerSchool Quote. This SOW is issued pursuant to the Professional Services terms and conditions incorporated into the MSA entered into by and between PowerSchool and Customer.

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

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

2. UNDERSTANDING OF OBJECTIVES

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

- Replace homegrown systems with supported financial and human resources system.
- Create efficiencies through improved enterprise resource planning systems.
- Reduce manual processes and improve operational workflows

3. SCOPE OF WORK

This section defines the scope of the Professional Services to be delivered by PowerSchool with support from Customer resources under this SOW.

The scope and objectives will be confirmed during the Define and Design phases. If changes or expanded scope are necessary, the parties shall follow the Project Change Control Request ("CCR") Procedure in the attached Appendix A. The investigation and implementation of changes may result in modifications to the Estimated Schedule, Fees, or other terms of this SOW.

3.1 Organizational Scope

The following organizations are in scope:

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

The Project will be located at the following locations:

- Remote
- Customer Central Office Location (As needed, must be agreed upon by both parties)

All countries, divisions, user types, and product lines will leverage the same data structures, processes, approval workflows, and interfaces. No time has been budgeted to design or configure variations by these organizations. The estimated SOW fees assume one configuration across the entire organization.
No other countries, divisions, product lines, and users are in scope.

3.2 Software Scope

The following software version delivered for this implementation.

- BusinessPlus version 22.4
- Monthly maintenance releases will be deployed at the discretion of services team during implementation of product.

3.3 Product Scope

Application Suite	Module	In-Scope	Details
Financials	General Ledger	Yes	
	Budget	Yes	
	Accounts Payable	Yes	
	Accounts Receivable/Cash Receipts	Yes	
	Bank Reconciliation	Yes	
	Position Budgeting	Yes	
	Grants Management	Yes	

Application Suite	Module	In-Scope	Details
Procurement	Purchasing	Yes	
	Fixed Assets	Yes	
	Punchout	Yes	
	Stores Inventory	Yes	

Application Suite	Module	In-Scope	Details
Human Resources & Payroll	Human Resources	Yes	
	Position Control	Yes	
	Employee Online	Yes	
	Payroll	Yes	
	Timecard Online	Yes	

Application Suite	Module	In-Scope	Details
System Tools	System Admin Console	Yes	
	Easy Laser Forms	Yes	
	Documents Online	Yes	

3.4 Workflow Scope

As part of these services, PowerSchool will include and assist with the following workflows to optimize the workflow approvals procedures.

	Module	In-Scope	Details
Workflows	Workflow Engine	Yes	
	Purchase Order Approvals	Yes	
	New Hires	Yes	
	Terminations	Yes	
	Expiring Certifications	Yes	
	Employee Online Access	Yes	
	GL Recompute	Yes	
	Pending Workflow Notifications	Yes	
	AP Invoice Approvals	Yes	
	Budget Transfer Approvals	Yes	
	Journal Entry Approvals	Yes	
	AR/CR Approvals	Yes	
	Stores Inventory Approvals	Yes	

3.5 Authentication Services

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

	Service	In-Scope	Details
Authentication	Update user accounts to ensure matching between systems	Yes	
	Configure Single Sign-On (SSO)	Yes	
	Configure AppSwitcher with current and new PowerSchool products	Yes	

3.6 Data Migration Scope

Data elements included in the data conversion are defined in the table below. If additional data elements are required, they will be addressed using the Software Development Request process and Change Control Procedures as defined herein, and a quote provided for the additional services.

The customer will be responsible for providing the data files from the legacy system(s) to the PowerSchool Professional Services team for all phases of the data migration process.

Data Conversions	Module	Details
Data Migrations Financial	Chart of Accounts	Conversion from legacy chart of accounts to Unified Admin
	Chart of Accounts Crosswalk	(PowerSchool) will assist with building a Crosswalk from legacy account to Unified Admin account (required until HRPY go-live)
	Vendors & Customers	PowerSchool will load the vendors, customers and entities required for go-live.
	Outstanding AP Checks	Outstanding legacy Accounts Payable checks (Required for bank reconciliation in BP)
	AP Payments for 1099s	AP payments in summary from legacy system for “1099” vendors (Required to produce 1099s out of BP if going live mid calendar year)
	Open Purchases Orders	Outstanding legacy balance on open Purchase Orders
	Outstanding AR Balances	Outstanding legacy Account Receivable Invoices in detail or in summary (Required for receipting against receivable in BP)
	Budget History current year	Budget Year-To-Date for go-live loaded in detail or in summary (Required for clients going live mid fiscal year)
	Budget History prior year	The final budget for the prior year in summary (optional)
	Actuals/Journal Entry History current year	The Actuals Year-To-Date for go-live (Required for clients going live mid fiscal year)

Data Conversions	Module	Details
Data Migrations Human Resources & Payroll	Employee Master	Employee Demographic Information (Active employees are recommended but separated can be loaded)
	Mandatory Taxes	Current Fiscal & Calendar Year Employee Taxes (Federal, State, Earned Income Credit, State Unemployment, State Disability, Workers Comp)
	Contribution & Deduction Assignments	Current Fiscal & Calendar Year Employee Voluntary Deductions and Garnishments
	Benefit Assignments	Current Fiscal & Calendar Year Employee Benefit Plans (Health, Vision, Dental, etc.)

	TSA Assignments	Current Fiscal & Calendar Year Employee Tax Sheltered Annuities
	Direct Deposit Assignments	Current Fiscal & Calendar Year Employee Direct Deposit Assignments
	Pay Assignments	Current Fiscal & Calendar Year Employee Position, Salary and Funding Information
	Pay Distributions	Current Fiscal & Calendar Year Account Codes for Pay Assignments
	Education Information	Active Employee Degree Information
	Credit Information	Active Employee Course Information (Professional Courses, College Courses)
	Credential/Certification Information	Active Employee Credentials (Teaching Licenses, Professional Licenses, Endorsements)
	Employee Skills	Active Employee Skill Information
	Employee Equipment	Active Employee Equipment
	Employee Tracking *	Active Employee Tracking (Supplemental Tracking). Employee Tracking data pulled will be determined at the design phase.
	Payroll History	Calendar Year to date Payroll History Information for W-2 processing
	Payroll Leave Balances	Year to date Leave Balance Information for Employee Leave Balances

Historical Data Migrations
PowerSchool will provide calendar and fiscal year data migrations as outlined in the specific tables listed above. Additional Historical Years of data migration requested during implementation and not outlined in this statement of work are subject to additional scope cost review and PowerSchool Change Control Request (See appendix 11).

3.7 Reporting Scope

- Standard PowerSchool reports and reporting functionality are in scope. No custom reports are included.
- Standard Cognos Report Pack includes preconfigured reports available to all customers utilizing the PowerSchool ERP solution. No custom reports are included.

Reporting & Analytics	Module	In-Scope	Details
Reports	BusinessPlus System Standard Reports	Yes	
	Click, Drag & Drill Reporting Tool	Yes	
	Standard Click, Drag & Drill Report Pack	Yes	
	Unified Administration Analytics Cognos	Yes	

Compliance	Module	In-Scope	Details
	Utah Compliance Reporting	Yes	
	1. Quarterly Wage File	Yes	
	2. Computer Aided Credentials of Teachers for Utah Schools	Yes	

	(Cactus) DCS Fiscal Update		
	3. Computer Aided Credentials of Teachers for Utah Schools (Cactus) Batch Update	Yes	
	4. Computer Aided Credentials of Teachers for Utah Schools (Cactus) Salary Only Update	Yes	
	5. Annual Financial Report (AFR)	Yes	
	6. Annual Budget Report (ABR)	Yes	

3.8 Report Development Scope

Report Development Services are available for an additional fee. Discovery with the school organization will be required to determine if this module is needed.

3.9 Add-on Module Scope

- PowerSchool will provide best practice recommendations towards interface development. If middleware is used, the Customer will own all parts of the source application to the middleware. Specifically:

Add-On Modules	Module	In-Scope	Details
	Purchasing Card Module	Negotiable	Discovery with the school organization will be required to determine if this module is needed. Additional fees may apply.
	Student Activities	Negotiable	Discovery with the school organization will be required to determine if this module is needed. Additional fees may apply.
	Work Order Management	Negotiable	Discovery with the school organization will be required to determine if this module is needed. Additional fees may apply.
	Contract Management	Negotiable	Discovery with the school organization will be required to determine if this

			module is needed. Additional fees may apply.
	Project Allocation	Negotiable	Discovery with the school organization will be required to determine if this module is needed. Additional fees may apply.
	Productivity Pack Webform	Negotiable	Discovery with the school organization will be required to determine if this module is needed. Additional fees may apply.

3.10 Interface Scope

- PowerSchool will provide best practice recommendations towards interface development. If middleware is used, the Customer will own all parts of the source application to the middleware. Specifically:

Interface	Module	In-Scope	Details
Integrations	Unified Talent Applicant Integration	Yes	PowerSchool will configure the standard integration to Unified Talent Applicant Tracking. This will be configured when BusinessPlus is promoted to Production ready status.
	Human Resources Mass Upload Interface	Yes	Customer will receive training on how to use the utility in the Execution phase of the implementation.
	Sub Tracker	Yes	Delivery Details: 1. Standard business rules configured to apply towards SmartFind Express. Requirements will be established during the design phase of the implementation. 2. Process training on use of the application in relation to payroll processing.

			3. Guided User Acceptance Testing for with customer to test inputs to BusinessPlus.

- PowerSchool will provide guidance around mapping to PowerSchool objects
- Customer will build integrations between PowerSchool/Salesforce and Customer's systems

3.11 Forms Scope

Print Forms	Module	In-Scope	Details
Forms	Easy Laser Forms – Payroll Checks	Yes	PowerSchool will provide standard formats that can be selected by the customer in the design phase. Customer will be allowed up to 3 minor modifications to the checks data output.
	Easy Laser Forms – Vendor Checks	Yes	PowerSchool will provide standard formats that can be selected by the customer in the design phase. Customer will be allowed up to 3 minor modifications to the checks data output.
	Easy Laser Forms – Purchasing Order	Yes	PowerSchool will provide standard formats that can be selected by the customer in the design phase. Customer will be allowed up to 3 minor modifications to the purchase order data output.
	Easy Laser Forms - AR Invoice	Yes	PowerSchool will provide standard formats that can be selected by the customer in the design phase. Customer will be

			allowed up to 3 minor modifications to the receivable invoice data output.

3.12 Out of Scope

- Development of customer specific or custom training materials
- Support related activities on non-PowerSchool third party products not outlined in this statement of work
- Compliance outside of the United States
- State compliance not outlined in this statement of work

COMPLETION CRITERIA

Acceptance of Deliverables

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

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

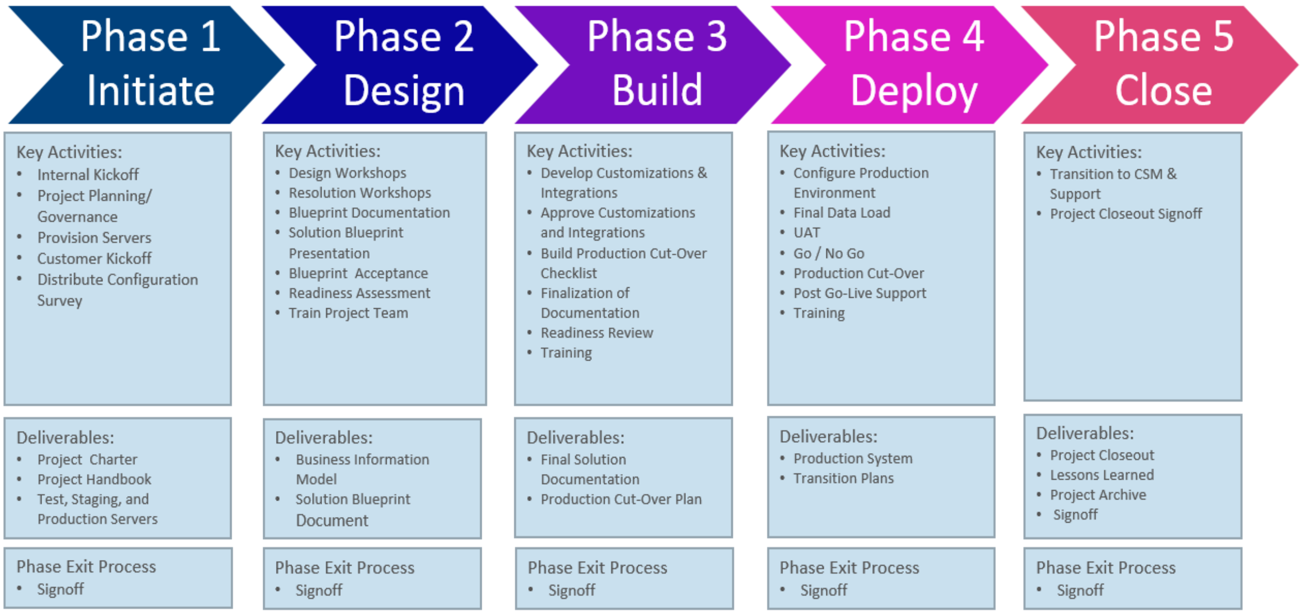
If Customer rejects a deliverable, it will specify in reasonable detail each deficiency and / or nonconformance serving as the basis of rejection. Upon receipt of such rejection notification, PowerSchool will promptly correct such deficiencies and / or nonconformities and re-deliver the deliverable for Customer's review. Upon re-delivery of the deliverable, Customer shall provide notification of final acceptance or rejection as soon as reasonably possible, but no later than two (2) business days from the date of receipt.

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

PROJECT METHODOLOGY & DELIVERY ASSURANCE

PowerSchool's professional services methodology is based on similar and proven approaches used by the largest and most renowned systems integration firms. At the same time, it has been tailored to include the many unique organizational and architectural benefits of PowerSchool's ERP and its products.

The implementation approach uses a "partnership" model between PowerSchool and Customer such that the PowerSchool team primarily serves as an enabler, coach, and trainer for the client to implement the solution themselves. This client-enabled approach achieves a balance of speed and cost, while taking advantage of available capacity of client staff.



The phases and associated checkpoints are outlined below:

Initiate - The initiation phase is the beginning of the project. This phase will focus on the project kickoff, planning, governance, and provisioning of your PowerSchool applications. The foundation is laid for a successful project execution. The appointed PowerSchool project manager develops the project scope and project management guidelines, conducts the preliminary risk assessment, and clearly defines the partnership between PowerSchool and the customer. The project manager stays with the customer from project kick-off until the complete solution is delivered.

Design - The design phase is the process in which the project specifications are collected to create the master blueprint for the future phases of the project. This phase will begin with workshops on design, configuration, and resolution to design. The master blueprints of the implementation are established as the project map to build out the future phases. To design the PowerSchool Solution Blueprint for the customer's business case, training is conducted on the PowerSchool solution and information is collected about the customer's current environment. This is followed by the Readiness Review for Delivery that verifies that we can deliver.

Build - The build phase of the project the is to create any customer specific customizations & integrations. Customer data will be converted from legacy systems and applied to the environment. The project team will be trained on the application and the system will be finalized for production readiness. The system is built and serves as the foundation for the final testing and data migration.

Deploy – The deploy phase will provide a completely tested and prototype solution is ready to be deployed. The end-users are trained, and a test run is conducted. PowerSchool utilizes a train-the-trainer methodology to facilitate transfer of knowledge of the application to the customer. PowerSchool will provide system testing and guided user acceptance testing during this phase of the implementation. The customer will cut over to the production environment and will be provided post go-live support to ensure stabilization of the system. A completely tested and prototype solution is ready to be deployed.

Close – In the closure phase the customer will be transitioned to the PowerSchool Support ecosystem which will include the support helpdesk, PowerSchool Community, and customer success manager. All project collateral will be review for acceptance of project closure. More details regarding the partnering of PowerSchool and Customer for this project will be described in the Project Handbook that is considered as one of the first deliverables of the Initiate phase. This Project Handbook covers the following areas:

- Project Planning
- Project Control
- Project Administration

PowerSchool may utilize one or more of the following tools to support the implementation efforts. The tools are templatizes for fast and consistent implementation results. The client Project team may be granted access for the duration of the Project. PowerSchool tools are supported by a central PMO that will train and support the client team if needed.

Tools / Purpose:

1. **SmartSheets** – Project management software used to manage comprehensive plans. Allows you to monitor and control progress and foresee and address potential challenges early.
2. **Confluence** - Collaborative Project Space that navigates team through methodology, templates, and Project artifact repository
3. **JIRA** – Issue Tracking Software that is integrated into Confluence and used to assign discrete, time-estimated pieces of build work and to document and triage defects. This is where all the user stories will be documented and tracked.
4. **Zephyr** – Test management Software native to JIRA. It helps organize test steps and track test execution.
   Defects can be directly linked to failed tests or test cycles.
5. **GitHub** – A system for hosting version control code management and configuration repository prerequisite for Automated Deployment.

3. Requirements

Provide a section that allows for all sources and documents cited in the scope to be identified and outlined.

Provide detailed statements of requirements needed to make the project successful. Explain specific tasks and deliverables that must be produced at the end of the project. Clearly state the requirements needed from both parties for each task and deliverable. Include, outline of project meetings, payment method, permits (who is responsible to obtain or to have). Licensing, safety concerns, etc. This section should provide for at least five (5) high level tasks (milestones): each task should be identified by bullets – identifying the milestone, date (timeline) and how you will determine percent (%) of completion).

The listing below an explanation of the core deliverables throughout the implementation. Detailed specifics are outlined in the provided project plans.

Phase 1 – Initiate

a. Project Charter – The project charter establishes the project goverance rules for the project, to set expectations of both parties. The charter is created in the initiation phase, and should be used as a reference for the remainder of the project.

b. Project Handbook – The project handbook is the primary tool that will be used for execution objectives throughout the course of the project. This will define what tools are used during throughout the project, the primary documents and provide a reference to all stakeholders in the project.

c. Server Deployment - The test and production environments will be deployed in this phase to provide the customer with the software and access to the system purchased. This could include the Unified Talent and Unified Administration Applications provided by PowerSchool as part of the total solution.

Phase 2 – Design

a. Business Information Model – The business information model is a cumulative report of all of the findings during the design phase of the implementation. This document will provide detailed solution plans and findings from discovery of the implementation phases.

b. Solution Blueprint - The solution blueprint is the outcome of the design phase, which will be a document designed with all the pertinent details about what is needed in the Build Phase of the project.

Phase 3 – Build

a. Final Solution Document – The final solution document is documented configuration, coding and setup for the final solution. This document will become part of the customer specific train-the-trainer material to the solution.

b. Production Cut-Over Plan – This plan will utilize all the primary requirements needed to bring a customer into the production environment.

Phase 4 – Execute

a. Production System – The production system will be a combination of the final data migration, system testing and customer education on the final solution. The production system is when the customer will take final ownership of the solution and use it as the production source of truth.

b. Responsibility Transition Plan – This document will be provided as a path of change management responsibilities that for the newly delivered solution.

Phase 5 – Close

a. Close-out Document – This will be a summary report of the project provided by the project manager to ensure that the solution has been delivered and core competencies have been covered.

b. Project Review and Lessons Learned – It is good practice to review the overall project experience for large projects for Unified Talent or Unified Administration. This meeting will review aspects of the project that went well, and constructively review lessons learned during the process.

c. Project Archive – This will be a document repository of the project documents that can be accessed by both PowerSchool and customer for reference, as needed.

d. Customer Sign-off – Formal signature on the completion of the project.

4. Project Deliverables

Describe how you will deliver the end results of the project. State the number of each deliverable you will provide, the person or persons you will provide the deliverables to and how you will provide the deliverables to and how you will deliver these to the intended audience.

Poor Example:
Task: Assess class needs for public health awareness.
Deliverable: Write curriculum to address needs.

The problem with the above example is that nothing is specified. The task should have measurable in it and the deliverable must be quantifiable.
Good Example:
Task: Survey 4 classes of 20 students in asthma awareness. Each class will answer a 25-question survey that assesses their general knowledge of asthma issues as they relate to public health. One reviewer should take about 1 hour with each class to take the survey and another 2 hours per class to assess the data.
Deliverable: A 10-hour curriculum for graduate student classes of up to 20 students that addresses issues of deficiencies in public health awareness in asthma prevention and care.

In reviewing the deliverables, there should be no question about what is expected of the performing party. A SOW may contain many deliverables, but each should be broken down into tasks and end products to specify what is expected.

Customer Roles and Responsibilities

Customer Roles	Customer Responsibilities
Steering Committee Representative	• Provide Project oversight and high-level direction • Guide the Project's alignment to key objectives • Highest level of escalation, decision making and issue resolution
Project Manager	• Act as primary point of contact for PowerSchool Project Manager • Coordinate all Project activities and required Customer resources
Business Analyst	• Assist in driving business requirement sessions with the Subject Matter Experts (SME)
Subject Matter Expert (Business and Technical)	• Provide business and technical expertise to the Project related to Customer's desired Solution processes; resources that are familiar with Customer business processes, documents, approval processes, etc.
QA Lead and Testers	• Develop User Acceptance Testing (UAT) test strategy, test scenarios, and test plans • Execute test cases and report findings to the Project managers
System Administrators	• Administer Sandbox environment(s) • Manage all CRM activities required by and related to the Project

Customer Roles	Customer Responsibilities
Trainers	• Attend PowerSchool 'Train the Trainer' training • Develop Customer training material • Train Customer users on the day-to-day use of the configured Solution
Cutover Lead	• Co-ordinate the migration of the Solution to the Production environment
Business Transformation Leads	• Manage all change management activities within the Customer organization related to the configured PowerSchool Solution
Customer Functional Resources	• Limited design of the PowerSchool Solution with guidance from PowerSchool • Limited configuration of the PowerSchool Solution with guidance from PowerSchool • Test the PowerSchool Solution
Customer Technical Architect	• Integration of CRM and PowerSchool with Customer systems • Provides expertise in technical specifications for Customer's integrated systems • Data mapping and data preparation

PowerSchool Resourcing and Resource Allocations

The following PowerSchool resourcing roles, sometimes also referred to as "Resources", will be assigned and/or allocated to the Project. This is subject to change based upon further analysis and discovery through the Project stages. The Customer will be notified of any changes to these roles. The Project is targeted to start within three (3) weeks of execution of the SOW.

PowerSchool Staffing/Resource Roles	PowerSchool Responsibilities
Practice / Engagement Director	▪ Advises on strategic direction and vision of Project ▪ Resolves impasses in solution implementation ▪ Participates in steering committee meetings
Project/Engagement Manager	▪ Helps monitor and advise ▪ Performs functional and Project management activities, including management of PowerSchool consulting team ▪ Issues status reports, manages risk and issue tracking and manages budget and schedules
Application Specialist(s)	▪ Interprets business requirements ▪ Leads functional solution designs ▪ Performs solution modeling and configuration ▪ Assists with testing activities ▪ Primary contact of Business SME(s) ▪ Configures and unit tests solution
Technical Specialist(s)	▪ Leads Technical design and integration design
Developer	▪ Document technical requirements and design based on sessions with the Application Specialists ▪ May participate in solution design sessions ▪ Implements features based on approved design documentation using Apex and Visual Force ▪ Provide guidance on or perform production deployment migration (including providing input on the development of Deployment Tracker)

PowerSchool Staffing/Resource Roles	PowerSchool Responsibilities
	• Responsible for conducting unit testing on any implementation

Project Management

PowerSchool has staffed a Project manager at approx. 10 hours per week to handle status reporting and management of PowerSchool resources. Customer, or its designee, is responsible for managing Customer resources, organizational change management, data conversions and interfaces from legacy systems, and user acceptance testing. If more time is required from the PowerSchool Project Manager, the parties will follow the Project Change Control procedure.

Pre-Requisite Deliverables

Customer will provide PowerSchool with Pre-Requisite Deliverables.

- Business Objectives and Key Performance Indicators
- Business Requirements Document
- End to end business process flows
- Business use cases
- Core Data (i.e. Product, Pricing, etc.)
- Business rules/inputs/outputs
- Sample Templates
- Approval matrixes/rules
- List of impacted Stakeholders
- Metrics such as quote/contract volumes, size of quotes/contracts (number of lines/pages), etc.
- Solution architecture diagram of existing QTC systems, including upstream and downstream systems
- Any master data requirements

Project Deliverables and Activities

The following activities, work products and deliverables are the minimum required for the Project. PowerSchool and Customer will be responsible for completing their activities, work products and deliverables, as indicated in the following table:

- **Deliverable** for which PowerSchool/Customer has Primary responsibility and are subject to the deliverable acceptance provisions described herein
- **Work Product** a methodology component that is a documented output used to support Project delivery that does not require Customer approval
- **Activities** a methodology component that is a task that does not require Customer approval

Roles and Responsibilities definitions:

- **R = Responsible** - PowerSchool or Customer performs the work to complete the Activity, Deliverable and /or Work Product

- **A = Accountable** - PowerSchool or Customer responsible for justifying actions or decisions made to complete the Activity, Deliverable and / or Work Product
- **C = Consulted** -PowerSchool or Customer whose opinions are sought by the person responsible for the Activity, Deliverable and / or Work Product
- **I = Informed** - PowerSchool or Customer that should be kept up to date on progress of the Activity, Deliverable and / or Work Product

Stage/Category	Activity/Deliverable	Owner		Type
		PowerSchool	Customer	
Project Initiation	Project Kick Off	C	R	Activity
	Review and Accept Customer Deliverables	R	C	Activity
	Develop Project Charter	C	A, R	Deliverable
	Develop Project Plan	R	A	Deliverable
	Provision Servers	R	C	Work Product
	Develop Training Plan	C	R	Work Product
	Develop Migration Plan	C	R	Work Product
	Develop Integration Plan	C	R	Work Product
	Plan for Requirements Workshop	C	R	Activity
	Develop Requirements Workshop Agenda	R	C	Work Product
Project Governance	Resource Management	R	R	Activity
	Facilitate Regular Project Meetings	C	R	Activity
	Publish Weekly Status Reports	R	R	Work Product
	Facilitate Steering Committee	C	R	Activity
	Manage Issues/Risks	R	R	Activity
	Manage Project Plan and Budget	R	R	Activity
Design / Build	Conduct Requirements Workshop	R	A, C, R	Activity
	Develop Solution Blueprint Document	C	A, R	Deliverable
	Provide guidance on what to leverage from current solution	C	R	Activity
	Provide Best practices	R	C	Activity
	Train Project Team	R	C	Work Product
	Create solution design	R	A	Deliverable
	Configure PowerSchool solution	R	R	Deliverable
	Product Tailoring	R	R	Deliverable
	Develop interfaces	C	R	Deliverable
	Solution Checkpoint Reviews	R	R	Activity
Testing	Develop Test Plan	C	R	Deliverable
	Complete test cases	C	R	Work Product
	Develop End-to-End Test Cases	C	R	Deliverable
	Develop UAT Test Cases	C	R	Deliverable
	Migrate solution from Development Environment to Test Environment	C	R/C	Activity

	Conduct End-to-End Testing	C	R	Deliverable
	Conduct UAT Testing	C	R	Deliverable
	Manage Support Tickets and Communicate status updates	C	R	Activity
Go-Live Readiness	Testing Sign-off	C	R	Deliverable
	Develop Deployment Plan	C	R	Work Product
	Develop Postproduction Support Plan	C	R	Work Product
	Go/No-Go Decision	C	R, A	Activity
	Post Go-Live Support Offerings reviewed and finalized.	R	R	Activity
	Finalize Adoption Plan	C	R	Work Product
	Partner Transition activities including End User Training	C	R	Activity
	Migrate solution from Test Environment to Production Environment	C	R/C	Activity
Post Go-Live Support	Develop Support Transition Project Overview	R	R	Deliverable
	Validate Status and Availability of Key Deliverables	R	R	Activity
	Information Sharing Sessions to Tech Support	R	A	Activity
	Disposition Cases opened during Project	R	C	Activity

5. Data Privacy

Describe any data privacy involved in your proposed Scope of Work.

Data security is a top priority at PowerSchool. Our SaaS data center environments reside in state-of-the-art facilities, compliant with HIPAA, FERPA, PPRA, SSAE 16, and ISAE 3402 standards and incorporate multiple redundancy levels to maintain high-availability infrastructure services 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.

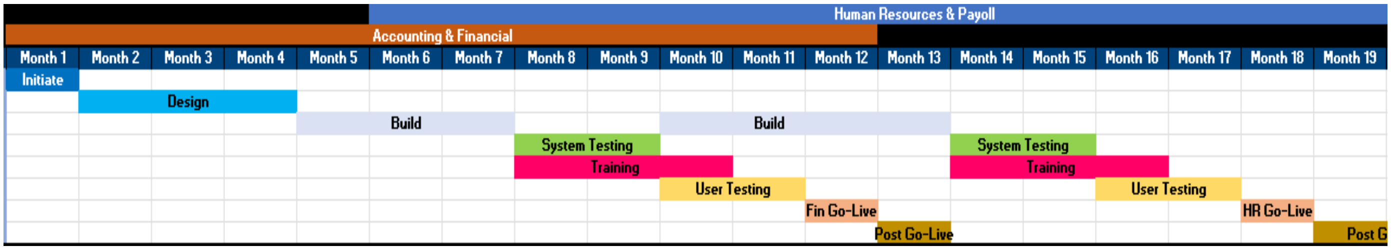
PowerSchool supports the most critical processes of managing student, class, and school data, and we are committed to the highest standards of protection for student data and personally identifiable information ("PII") at all times. PowerSchool complies with all Federal and state requirements regarding student data privacy and security practices, including HIPAA, FERPA, and PPRA, as these requirements are incorporated throughout the Privacy Policy found at: http://www.powerschool.com/customer-contract-privacy-policy/. PowerSchool is happy to discuss this further during contract negotiations.

6. Project Timeline

This section lays out all dates for the project. It states dates for the tasks and deliverables. It also covers the dates for the administration portion of the SOW.

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

Planned Project duration: **19 Months (18 Months to Launch plus 2 Cumulative Months of Postproduction Support)**



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

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

Go-Live

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

Postproduction Support

- "Postproduction Support" describes the period and Professional Services following the Go-Live of the PowerSchool Solution.
- For the release of the PowerSchool Solution, the Postproduction Support period will begin at Go-Live and conclude in thirty (30) business days, i.e., one (1) month, unless otherwise stated.
- Issues identified after the Postproduction Support period will be addressed per the terms set forth in the MSA.

7. Contract Award and Budget

Please include the breakdown of costs you provided in your submitted proposal. The language from the solicitation has been already entered below, so please retain this language.

The contract is for a term of five (5) years. However, USBE and eligible users reserve the right to terminate the contract at any time in accordance with the provisions set forth in the USBE Standard Terms and Conditions.

The contract is based on requirements, and the Contractor will charge eligible users based the cost breakdown provided below. Generally, the costs will be determined based on the size of the LEA. The sizes are broken down as follows:

- **Unified Talent is available for Small LEA**: approximately one (1) school with approximately 250 students. Unified Administration is NOT available for Small LEA.
- **Unified Talent is available for Small LEA**: approximately three (3) elementary schools, two (2) middle schools, one (1) high school, assume approximately 2,500 students. Unified Administration is NOT available for Smal LEA
- **Unified Talent and Unified Administration** is available for Large LEA: approximately 10+ elementary schools, 5+ middle schools, 3+ high schools, assume approximately 50,000 students.

The costs should be all-inclusive. If travel for meetings, trainings, or other engagements is required, Contractor must arrange and pay for their own transportation, meals, and lodging.

USBE and eligible users reserve the right to utilize any optional features provided by Contractor. If necessary, such exercise shall be agreed to in writing through a fully executed amendment to the contract.@

Contractor shall submit invoices electronically to the individual Eligible Users for all goods and/or services provided in accordance with the terms on the agreement. Invoices will not be considered for payment if submitted by another method.

Invoices shall include the following:

a) Contractor Name
b) Uniquely identifiable invoice number
c) Invoice date
d) Contract Number
e) Recipient Entity's contact information (phone number and email address)
f) Contractor's authorized signature
g) Date(s) goods/services were provided
h) Description of goods and/or services for which payment is requested
i) Dollar amount requested.

Contractor will submit invoices within thirty (30) days after the delivery date of the goods/services to the Eligible User. The contract number shall be listed on any invoices, freight tickets, and correspondence relating to the agreement. The prices paid by the Eligible User will be those prices listed in this agreement unless Contractor offers a discount at the time of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.

Invoices submitted by Contractor without the required information will not be paid and shall be returned to the Contractor for completion.

All payments made to the Contractor under the agreement shall be made in the name of the Contractor, as it appears in the agreement. All payments will be sent to the Contractor to the address for the Contractor as it appears in the agreement. Changes to the information identified in this section must be requested in writing.

Contractor may be required to repay the Eligible User if, during or after the contract period, an audit or other review determines that payments made by the Eligible User to Contractor were incorrectly paid or were based on incorrect information received from the Contractor. USBE and Eligible Users reserve the right to withhold any or all subsequent payments to the Contractor until the incorrect amounts paid have been fully recovered.

50,000+ students:

- Financials: $6.35/Student
- Purchasing: $0.85/Student
- HR/Payroll: $0.80/Student
- Additional Test Instance: $1.45/Student
- Optional Modules: Please see response to Item 5 above

Pricing is based on annual subscription and is subject to a 4% annual uplift.

Unified Talent Perform: Staff Evaluation Tool

Unified Talent - Perform and Perform Enterprise
*Includes Sync

Subscription Pricing

Student Count	Perform District SW-TE-S-TE1020
Minimum Price	$6,350
1-1K	$6,350
1K-3K	1K-1114: $6350 1115-3K: $5.70
3K-10K	$3.15
10K-25K	$1.85
25K-50K	$1.39
50K+	$1.31

Unified Talent Perform Implementation Packages

	Basic PS-TE-O-PERIB	Standard PS-TE-O-PERIS	Advanced PS-TE-O-PERIA
Deployment	$3,950	$5,000	$7,000
Training - Remote PS-TE-O-TE2580		Required 1 day - $1500	Required 2 days - $3000
Total	**$3,950**	**$6,500**	**$10,000**

Unified Talent - Professional Learning: PD Management/Tracking Tool

Unified Talent - Professional Learning
*Includes Contracts and Sync

Subscription Pricing SW-TE-S-PM2010

Minimum Price	$5,000
1-1K	$5,000
1K-3K	1K-1612: $5000 1613-3K: $3.10
3K-10K	$2.10
10K-25K	$1.75
25K-50K	$1.40
50K+	$1.30

Implementation Packages

	Basic PS-TE-O-PLIB	Standard PS-TE-O-PLIS	Advanced PS-TE-O-PLIA
Deployment	$3,000	$5,250	$9,750
EIC PS-TE-O-PLEIC			Required 8 hours - $3000
KTOs PS-TE-O-UTATKTO		Required 10 hours - $2100	Required 10 hours - $2100
Training - Remote PS-TE-O-TEPLTR		Required 1 day - $1500	
Training - Onsite PS-TE-O-PT1757			Required 2 days - $4400
Total	**$3,000**	**$8,850**	**$19,250**

Unified Talent – Employee Records: Employee Digital Records / Onboarding Tool

Unified Talent - Records
*Includes Contracts and Sync

Records Subscription Pricing SW-TE-S-UTREC	
Minimum Price	$6,500
1-1K	$6,500
1K-3K	1K-1300: $6500 1301-3K: $5.00
3K-10K	$3.15
10K-25K	$2.35
25K-50K	$1.74
50K+	$1.16

Records Implementation Packages

	Basic PS-TE-O-RECIB	Standard PS-TE-O-RECIS	Advanced PS-TE-O-RECIA
Deployment	$3,550	$5,575	$8,950
Total	$3,550	$5,575	$8,950

Unified Talent – SmartFind Express: Absence Management / Sub Calling

Unified Talent - Smart Find Express

Subscription Pricing SW-TE-S-UTSFE	
Minimum Price	$2,500
1-1K	$2,500
1K-3K	1K-1388: $2500 1389-3K: $1.80
3K-10K	$1.60
10K-25K	$1.40
25K-50K	$1.10
50K+	$1.00

Implementation Packages

	Basic PS-TE-O-SFEIB	Standard PS-TE-O-SFEIS	Advanced PS-TE-O-SFEIA
Deployment	$3,450	$4,950	$9,950
Total	$3,450	$4,950	$9,950

SmartFind Express – Analytics Add-On:

Subscription Pricing SW-TE-S-UITAL	UI-Talent
Minimum Price	$1,250
1-1K	$1,250
1001-3K	1001-1389: $1250 1390-3K: $0.90
3001-10K	$0.80
10,001-25K	$0.70
25K-50K	$0.65
50K+	$0.50

Implementation

	*Implementation automatically pulls in with software selection
UI-Talent Implementation PS-TE-O-UITALI	$1,680

Unified Talent - Candidate Assesment: Pre-Screening Assessment

Unified Talent Candidate Assessment

Student Count	Candidate Assessment - Teacher: Subscription SW-TE-S-EPI1000	Smart Start Guided Implementation: Remote PS-TE-O-EPI1000	Smart Start Guided Implementation: Onsite PS-TE-O-EPI1010
Minimum Price	$1,500.00	$1,500	$3,000
682-1K	$2.20	$1,500	$3,000
1001 - 3K	$2.00	$1,500	$3,000
3001 - 10K	$1.45	$1,500	$3,000
10,001 - 25K	$1.25	$1,500	$3,000
25,001+	$1.15	$1,500	$3,000

Training	
Price Per Day	
Remote PS-TE-O-EPI1080	Onsite PS-TE-O-EPI1090
$1,500	$2,200

Unified Talent Applicant Tracking: Applicant Tracking Tool

Unified Talent - Applicant Tracking and Applicant Tracking Enterprise

*Includes Sync

Applicant Tracking Standalone Subscription Pricing

Student Count	Applicant Tracking SW-TE-S-TE1110a	Applicant Tracking Enterprise SW-TE-S-SE1000	Applicant Tracking End User Support MS-TE-S-TEUSS
Minimum Price	$1,500	N/A	30% of Applicant Tracking subscription cost or $10,000 minimum
1-1K	$1,500	Applicant Tracking	
1,001-3K	1K-1363: $1500 1364-3K: $1.10		
3,001-10K	$1.00		
10,001-25K	$0.60	10K-13,125: $10,500 13,126-25K: $0.80	
25,001-50K	$0.55	$0.70	
50,001+	$0.45	$0.60	

Implementation Packages for Applicant Tracking

	Basic PS-TE-O-ATIB	Standard PS-TE-O-ATIS	Advanced PS-TE-O-ATIA
Deployment	$2,650	$3,495	$5,125
Training - Online PS-TE-O-TE2320			Required 1 day - $1500
Total	$2,650	$3,495	$6,625

Unified Talent – SchoolSpring: National Education-Centric Job Board

SchoolSpring Job Board Consortium Subscription Pricing SW-TE-S-UTCJB		
Student Count	**Subscription Pricing**	**Services**
Minimum Price	$1,400	Basic (PS-TE-O-CJBIB) - $500 Standard (PS-TE-O-CJBIS) - $750 Advanced (PS-TE-O-CJBIA) - $900 SchoolSpring Job Board Consortium requires an implementation package but a 100% discount will be automatically applied once the quote is saved
1-5186	$1,400	
5187-10K	$0.27	
10,001-25K	$0.24	
25,001-50K	$0.17	
50,001+	$0.12	

SparkHire – Video Interviewing Add-On:

Sparkhire Subscription Pricing* SW-TE-S-SHVID * Preferred videoconferencing partner		
Student Count	**Subscription Pricing**	**Integration Fee** PS-TE-O-SHINT
1-1K	$1.70	$1,500
1001-3K	$1.40	
3001-10K	$1.10	
10,001-25K	$0.80	
25,001-50K	$0.50	
50,001+	$0.35	

HRMS Manager's Portal:

Pricing Tier	HRMS Manager's Portal
1-1300	$8,000.00
1301-1363	$8,000.00
1364-1500	$8,000.00
1501-2000	$5.50
2001-3000	$5.50
3K-10K	$4.25
10K-25K	$3.25
25K-50K	$2.75
50K+	$2.25
One-Time Implementation Fees of $22,950.00	

Below please find examples of Unified Talent Solution Pricing for each Scenario. These examples include the Basic Implementation fees as referenced in the pricing sheet. District/LEA's will be able to move up to any implementation category based on the amount of assistance they need from PowerSchool's Services Team.

Description	Product: Annual License	Services: Implementation
One small LEA school: 250 Students		
Perform	$6,350.00	$3,950.00
Professional Learning	$5,000.00	$3,000.00
Onboarding/Employee Records	$6,500.00	$3,550.00
SmartFind Express/Absence Management	$2,500.00	$3,450.00
Add-On Analytics	$1,250.00	$1,680.00
Candidate Assessment Pre-Screening	$1,500.00	$1,500.00
Applicant Tracking	$1,500.00	$2,650.00
SchoolSpring Job Board	$1,400.00	$500.00
Spark Hire Video Interviewing	$425.00	$1,500.00
HRMS Manager's Portal	$8,000.00	$22,950.00

Description	Product: Annual License	Services: Implementation
One medium LEA school: 2,500 Students		
Perform	$14,250.00	$3,950.00
Professional Learning	$7,750.00	$3,000.00
Onboarding/Employee Records	$12,500.00	$3,550.00
SmartFind Express/Absence Management	$4,500.00	$3,150.00
Add-On Analytics	$2,250.00	$1,680.00
Candidate Assessment Pre-Screening	$5,000.00	$1,500.00
Applicant Tracking	$2,750.00	$2,650.00
SchoolSpring Job Board	$1,400.00	$500.00
Spark Hire Video Interviewing	$3,500.00	$1,500.00
HRMS Manager’s Portal	$13,750.00	$22,950.00

Description	Product: Annual License	Services: Implementation
One Large LEA: 50,000 Students		
Perform	$65,500.00	$3,950.00
Professional Learning	$65,500.00	$3,000.00
Onboarding/Employee Records	$58,000.00	$3,550.00
SmartFind Express/Absence Management	$50,000.00	$3,450.00
Add-On Analytics	$25,000.00	$1,680.00
Candidate Assessment Pre-Screening	$57,500.00	$1,500.00
Applicant Tracking	$30,000.00	$2,650.00
SchoolSpring Job Board	$6,000.00	$500.00
Spark Hire Video Interviewing	$17,500.00	$1,500.00
HRMS Manager's Portal	$112,500.00	$22,950.00

8. Project Management

Any changes or deviation from the agreement must be agreed to in writing through a proper amendment to the agreement. The parties identified below are the points of contact for the agreement for the purpose of amending the contract.

Utah State Board of Education
Program Manager: Sam Urie, School Finance Director, sam.urie@schools.utah.gov, 801-538-7545

Contract Manager: Adam Herd, Director of Purchasing, adam.herd@schools.utah.gov, 801-538-7879

Contractor: