

RFP 23-73611

Attachment F – Technical Proposal

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Instructions

Please supply all requested information in the areas shaded yellow and indicate any attachments and appendices that have been included to support your responses. Responses in the yellow-shaded areas (the “narrative”) must stand alone from any appendices and attachments – appendices and attachments must not contain vital information not contained in the narrative. Please limit this document and all attachments/appendices to 250 pages and minimum font size of 10. Submissions over 250 pages will not be automatically disqualified, but any content included beyond page 250 will be recognized at IDOE’s discretion.

Please ensure no pricing information is included in this document. All pricing information is to be included in **Attachment D** Cost Proposal or the noted supplements.

The rest of this page is intentionally left blank.

1. Background, General Requirement, and Key Definitions

1.1 Please provide a description regarding how it will meet and address the requirements shared in Section 1: Purpose/Background from the Scope of Work document for this RFP.

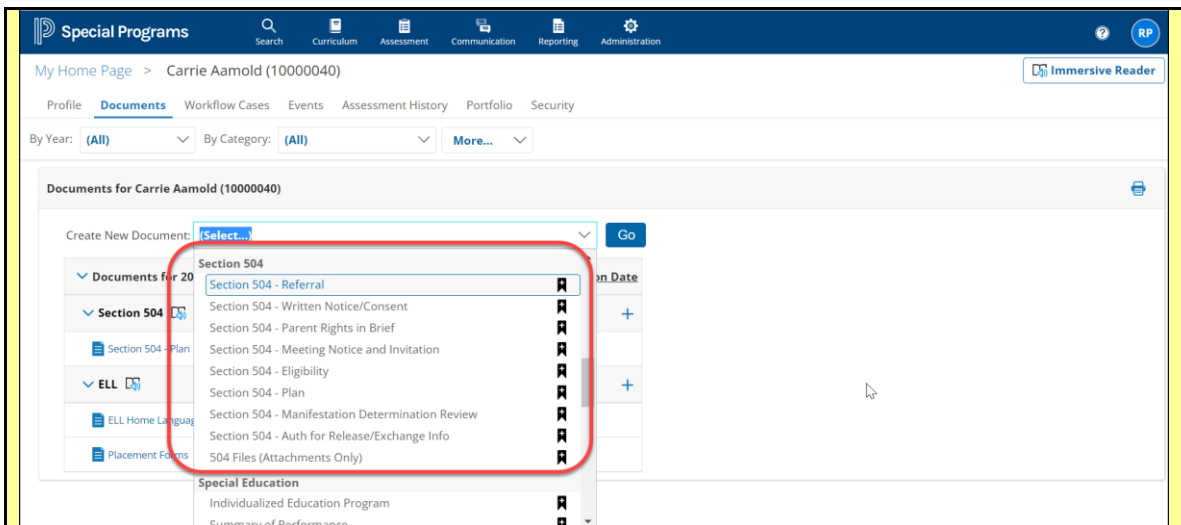
PowerSchool Special Programs will provide Indiana educators, administrators, and supporting staff with one place to collaborate and easily access important documentation for all Indiana students requiring special programs and support. Special Programs provides reliable online management and access to critical program data and documentation, along with providing tools for simplified document creation, management, and reporting. IDOE can rely on our solution to meet compliance requirements with the flexibility to customize documents to support your unique needs, now and into the future. Specific features and modules are highlighted below, and throughout our proposal.

One feature of interest that PowerSchool Special Programs includes is a digital signature feature that can be configured on any document that requires a signature. Our digital signature feature supports staff and parent signatures and can include documents related to Medicaid claiming, such as the Consent for Billing Medicaid documents.

PowerSchool is also pleased to offer a 504 module that is utilized throughout the United States. Pricing for the 504 module has been included as optional in our proposal. All of our core platform features are available in our 504 module, including but not limited to:

- Student profiles
- Communication features including email integration
- Alerts and notices
- Reporting
- Document upload features
- Workflow case management tools
- Student data transfer utility
- Digital signature functionality
- Parent Portal
- Language Translation

The following screenshot shows the document templates that are included with our 504 module.



PowerSchool does not offer support or technical assistance for the Medicaid Administrative Claiming (MAC) Program. However, we are pleased to partner with Fairbanks LLC (“Fairbanks”). Fairbanks will provide a stand-alone, web-based system for Medicaid Administrative Claiming--including quarterly random moment time studies (RMTS), school user training and technical assistance, quarterly claims calculation, and quarterly claim reimbursements distribution--for all eligible school corporations that voluntarily participate in the statewide program. As a business partner for States across the country since 2004, Fairbanks has helped States efficiently and accurately submit financial data, achieve RMTS time study compliance, and provide agencies with real-time information to fulfill its oversight responsibilities and assure compliance with applicable regulatory guidelines. Their experience enables IDOE to leverage monitoring and compliance tools to support oversight and program integrity. Fairbanks supports a continuous and seamless set of process steps that are easily followed by participating school corporations and have proven to achieve high levels of time study compliance, accurate financial reporting, and claim distributions.

Fairbanks is the only firm with the relevant experience, expertise, impeccable audit approach, and results, along with the robust technology needed to meet all the requirements of Section 2c2 to deliver the required services to the State of Indiana/IDOE. The Fairbanks team is uniquely positioned to support IDOE and the eligible school corporations in the continuation of the IndianaMAC Program with no disruption in ongoing operations or State oversight and compliance monitoring. Fairbanks successfully implements and manages web-based RMTS and Administrative Claiming programs comparable to the services requested in this RFP for several large-scale, statewide projects. The Fairbanks team has successfully designed, implemented, managed, and evaluated Medicaid claiming programs for over 8,000 LEAs serving almost 13 million students in 12 states. The Fairbanks team’s depth of relevant experience means less risk and effort for their clients.

Additional details about the MAC program and what Fairbanks can offer to the IDOE in partnership with PowerSchool can be found in [appendix A](#) of our response.

Furthermore, PowerSchool will develop a system for IDOE that is compliant with Indiana state laws for all processes included in this RFP.

The proposed PowerSchool Special Programs platform supports state and federal compliance by allowing IDOE administrative level personnel to implement a series of security settings within the application to restrict and protect access to sensitive data based on their end users' requirements. Data transfer of student records also supports a secured connection to ensure data / attachments being transmitted are encrypted to meet FERPA compliance for secured communications.

In addition to this, PowerSchool business processes, security framework, and data privacy standards are driven by FERPA, COPPA, and other applicable state and federal laws and regulations. PowerSchool is EU-U.S. and Swiss-U.S. Privacy Shield certified, and a signatory of the Student Privacy Pledge. PowerSchool also maintains effective controls and standards based on AICPA SOC 2 Type 2 compliance for Service Organizations and independently verifies its security posture and business continuity framework to internationally recognized standards for an information security management system (ISMS) and has been accredited with ISO 27001:2013 certification.

PowerSchool Special Programs is used in some of the largest and most complex districts in North America. One of the leading reasons we continue to be selected is because our platform is easily customizable to meet the specific regulations, needs, policies, and practices at the state/province/district and school level.

PowerSchool has been implementing educational technology systems for more than 25 years and has leveraged this experience to develop our current implementation process for our Special Programs Solution. Over the last two decades, we have transitioned some of the largest, most complex educational systems in North America to PowerSchool Special Programs including the following education agencies:

• Chicago Public Schools, IL:	392K	since 2007
• Baltimore County Public Schools, MD:	112K	since 2005
• North Dakota Department of Public Instruction, ND:	108K	since 2007
• Anne Arundel County Public Schools, MD:	80K	since 2005
• Linn Benton Lincoln Education Service District, OR:	80K	since 2008
• Howard County Public Schools, MD:	53K	since 2007
• Anchorage Public Schools, AK:	48K	since 2011
• Province of Nova Scotia, Canada	119K	since 2011
• York Region District School Board, Canada	122K	since 2013
• Savannah Chatham Public Schools, GA	38K	since 2007

Each one of these implementations represents a complex transition from what an Educational System was using to manage Special Programs, to what they are using today: PowerSchool. Each solution was configured to specifically solve for challenges unique to that customer, and results are evident in the longevity of our partnerships. Education in the 21st century is an ever evolving,

ever changing landscape and as such, technology must be flexible, scalable, and able to support change at a rapid pace. PowerSchool is that technology.

2. System Infrastructure and Functionality

(2a) IEP/ILP Technology

2a.1 Please provide a description of how it will meet and address the requirements outlined in the introductory paragraph of Section 2. Please detail a minimum 5 years' experience implementing the proposed solution as a fully operable electronic statewide solution for at least one other state client with a project of similar size and scope as described in this RFP.

The proposed PowerSchool Special Programs platform is offered in a PowerSchool Hosting (vendor-hosted) deployment that provides IDOE with secured, cloud-based access to the PowerSchool Special Programs platform and its related components in a Software as a Service (SaaS) model. With our PowerSchool Hosting deployment, data center facilities utilized include cutting-edge security technologies, a data durability approach of recovery options, and multiple redundancy levels to maintain high-availability infrastructure services. This not only increases performance and security but also allows our PowerSchool Hosting solution to reach unlimited scaling capabilities.

The following list represents our extensive experience with providing PowerSchool Special Programs solution and support services to large education agencies for more than 15 years.

• Chicago Public Schools, IL:	392K	since 2007
• Baltimore County Public Schools, MD:	112K	since 2005
• North Dakota Department of Public Instruction:	108K	since 2007
• Anne Arundel County Public Schools, MD:	80K	since 2005
• Linn Benton Lincoln Education Service District, OR:	80K	since 2008
• Howard County Public Schools, MD:	53K	since 2007
• Anchorage Public Schools, AK:	48K	since 2011
• Province of Nova Scotia, Canada	119K	since 2011
• York Region District School Board, Canada	122K	since 2013
• Savannah Chatham Public Schools, GA	38K	since 2007

As a specific example of a key partnership, Chicago Public Schools (CPS) has been our partner for over a decade. CPS is the third largest school district in the United States, and the District faces unique challenges that are ever changing. In 2018, CPS was audited by the Illinois State Department of Education (ISBE) and a series of special education findings ensued. A subsequent Public Inquiry and Corrective Action Plan was put in place by ISBE. Upon completion of the Public Inquiry, ISBE published an overview of Special Education content changes that would happen as a result of the Inquiry but led with what they referred to as "Public Inquiry – The Positives!":

"CPS' electronic IEP system [PowerSchool Special Programs] is notably advanced and thorough. Great built-in tools and forms. CPS has one of the most detailed and comprehensive Special Education Procedural Manuals – an outstanding resource for schools."

PowerSchool immediately partnered with CPS to review ISBE findings and document new system configuration requirements to support the changes initiated by the audit. Our partnership with CPS is one of many examples of providing a solution that can quickly adapt to the ever-changing needs of Special Education and other special programs and can help to solve for unique challenges as they arise.

2a.2 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2a) IEP/ILP Technology from the Scope of Work document for this RFP.

The PowerSchool Special Programs platform is offered in a PowerSchool Hosting (vendor-hosted) deployment that provides a fully web-based case management system that can be accessed 24x7 from a variety of client endpoints such as desktops, laptops, and mobile devices with Internet access through a common web browser. There are no specific client hardware or operating systems requirements other than having a supported web browser, which includes the latest two versions of Microsoft Edge, Mozilla Firefox, Google Chrome, and Apple Safari. The solution also offers a responsive web design so that web pages can render well on a variety of tablets and mobile devices and supports various integrations across the IDOE ecosystem. Our PowerSchool Hosting deployment also includes services by our PowerSchool Hosting Operations team to ensure the hosted PowerSchool Special Programs platform has the current database updates, product updates, compliance updates, and security updates applied outside of normal business hours (i.e., 7:00 AM to 6:00 PM, Monday through Friday, IDEA local time zone). All maintenance windows are scheduled at least 10 days in advance and would be communicated directly with IDOE.

(2b) System Capabilities

2b.1 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2b1) System Capabilities – State Level.

PowerSchool Special Programs solution includes role-based dashboards that include a variety of elements that are associated with the efficient execution of daily tasks. Dashboards are designed to be customized by end-users to ensure the data displayed is meaningful to each user. IDOE dashboards will include aggregated views into Special Education and English Learner data and include statewide administrative abilities with drill-down access to individual corporations and student activities.

Other dashboard features include but are not limited to:

- Unread or high-importance messages
- Alerts and notifications
- Corporation, Division or State announcements
- Customizable help links for resources

- Quick search textbox functionality

All users can customize their dashboard with drag-and-drop panels that include the ability to save personal options.

The PowerSchool Special Programs platform will provide state-required reports for the Special Education (SE) count in compliance with USED and 511 IAC 7-46-4(c). Additionally, the PowerSchool Special Programs platform will provide the Termination Report (TR) as required under 511 IAC 7-46-4 to comply with requirements under Section 618 of the IDEA.

The PowerSchool Special Programs platform is used widely across the United States and in many of our state models we document State Performance Plan Indicators. Our solution can be configured for IDOE to collect data for Indicators 11, 12, and 13 and our Ad Hoc reporting tool can be leveraged to design and build reports that can be utilized for stakeholders at various levels. For example, administrators at school corporations will have access to Indicator report data at the corporation level and IDOE state administrators will be able to view and aggregate Indicator data at the State level across corporations including drill-down capabilities to school and student-level data where applicable.

Data exports related to student accommodations on statewide assessments can be accomplished through a combination of:

- data collection (e.g., documenting student accommodations in an IEP)
- report creation (i.e., creating an applicable report from the data collected) and,
- utilizing our Data Connectivity Tool (DCT) to export the data

The DCT supports a variety of data source types and includes rich data mapping, translation, record-matching, and data-transfer scheduling capabilities. The DCT is a .NET application that can be installed in a network location that has access to the data source and facilitates the transfer of data, up to 256-bit, using SSL-encrypted web services and incorporates data transformation, data integrity checking, and data cleaning features for importing and exporting data on an automatic, scheduled basis.

IDOE users will be empowered to perform compliance and monitoring reviews by utilizing the PowerSchool Special Programs State & Regional module, which provides configurable aggregated views, statewide administrative abilities, and drill-down access to individual LEA and student activities.

The RFP requirements state that a configurable, commercial off-the-shelf (COTS) vendor-hosted solution is desirable by the IDOE. The PowerSchool Special Programs hosted solution will provide IDOE and the corporations it supports with access to all state data fields exposed for reporting. A full export of reportable data is available at any time and can be executed by any authorized state user. Full data access such as access to back-end tables is not available in a vendor-hosted solution.

2b.2 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2b2) System Capabilities – Local Level.

PowerSchool Special Programs includes role-based dashboards that include a variety of elements that are associated with the efficient execution of daily tasks. For example, a teacher will see a list of classes, and a case manager will see his or her caseload. Dashboards are designed to be customized by end-users to ensure the data displayed is meaningful to each user.

Dashboards include but are not limited to:

- Caseloads that can be configured with customized data by authorized users
- Relevant Reports based on a user's role. For example:
- Compliance countdown / due date reports for end users
- Weekly provided service totals for supervisors
- Status of signed consent documents for administrators
- Diagnostic reports for IT personnel
- Aggregated data for Division or IDOE State Users
- Unread or high-importance messages
- Alerts and notifications
- Corporation, Division, or IDOE announcements
- Help links for resources

PowerSchool Special Programs employs a dedicated team who maintains Federal and state compliance of special programs databases. This includes ensuring compliance with the requirements of 511 IAC 7-40 and the identification and evaluation of students. Compliance monitoring is done on an ongoing basis to ensure adherence to Indiana's regulatory requirements.

Special Programs provides the ability to document all applicable components of the referral process. This includes, but is not limited to, the referral response and deadlines by which a response by the school must be provided. By leveraging built-in tools like workflow case management and compliance reports that notify staff when deadlines are met or missed, Special Programs ensures all appropriate documentation is tracked within the solution, processes are adhered to, and compliance timelines are met without becoming overdue.

Leveraging conditional logic and configuration, the Special Programs application can determine which data and information is required based on data elements previously entered. This can include but is not limited to determining appropriate assessment requirements based on the disability category the student is being evaluated for.

Special Programs provides several means to align to and monitor state, federal, and/or local compliance timelines. Real-time compliance timeline reports can trigger from specific dates tracked in the solution and run the date against any timeline. For example, compliance timeline reports are often tracked against IEP or Evaluation dates and display how many days a stakeholder has until the annual IEP or Re-Evaluation is due. These timeline reports are color-coded to provide a quick visual that indicates upcoming dates and dates that are overdue. Students appear on the reports highlighted in green when the student is 60 days from his or her annual review or re-evaluation due date, at 30 days the color changes to yellow, and when the student is out of compliance, are it is highlighted in red. These are default timelines and can be customized by the state, school corporation/district, school, or even end-user (based on security permissions). In addition to color-coding, there is a countdown column that indicates the number of days remaining. These reports ensure users do not miss important dates and/or due dates and also monitor dates to ensure timeliness. All compliance timeline reports can be leveraged for monitoring responses at any stakeholder level (e.g., Supervisor, Admin, State, etc.)

All Special Programs reports include alerts and notifications integrated with a user's email account. Users can use the Subscribe feature to designate specific days of the week to have reports emailed. Administrators can use the Publish feature to have reports automatically emailed to individuals or groups of users on specified days.

The screenshot below shows an example of an Annual Review Compliance Report highlighting some of the features described above.

IEP Workflow Compliance - Annual Review

Organizational Location Filter: (None)

Subscribe Publish Refresh Edit Report Download Print More...

Page size: 50 81 items in 2 pages

Student ID	Last Name	First Name	School	Grade	IEP Date	# of Days until next Annual Review	Primary Disability	Case Manager
569962	Berman	Jonathan	Apple Grove High School	Twelfth grade	11/08/2018	-2	Emotional Disturbance (SBH)	Brown,Angela
592575	Ameen	Lindsay	Apple Grove High School	Eleventh grade	11/11/2018	1	Cognitive Disabilities	Brown,Angela
3647	Ludwig	Brandy	Washington Elementary	Fifth grade	11/20/2018	10	Cognitive Disabilities	Brown,Angela
84000679	Barkdale	Brady	Apple Grove High School	Twelfth grade	11/29/2018	19	Developmental Delay (Pre-school only)	Brown,Angela
3672	Hamm	Nicholas	Washington Elementary	Fifth grade	11/05/2018	20	Cognitive Disabilities	Brown,Angela
3258	Borne	Mike	Washington Elementary	Fifth grade	12/19/2018	39	Emotional Disturbance (SBH)	Brown,Angela
3696	Kafka	George	Washington Elementary	Fourth grade	12/20/2018	40	Developmental Delay (Pre-school only)	Brown,Angela
539140	Baptiste	Leivy	Apple Grove High School	Twelfth grade	12/21/2018	41	Speech and Language Impairments	Brown,Angela
35092	Dahl	Jennifer	Apple Grove High School	Twelfth grade	12/25/2018	45	Other Health Impaired (Major)	Brown,Angela

The following screenshot shows how users can Subscribe to reports to have them emailed on specified days off the week.

Special Programs

Subscribe To: IEP Workflow Compliance - Annual Review

Subscribe to this report? ☐ No ☒ Yes (Subscribed reports appear on your home page)

Home Page Options

- Show Link To Report On Home Page
- Show Entire Report On Home Page*

*Only one entire report can be displayed on your home page.

Warning: This report uses page breaking, and will not display the expected way on your home page.

Optionally indicate the days of the week on which you would like to receive an email for this report (at dawn on the selected days).

☐ Sunday ☒ Monday ☐ Tuesday ☒ Wednesday ☐ Thursday ☒ Friday ☐ Saturday

Note: Messages will be forwarded to renee.pardo@powerschool.com

In what format would you like the reports forwarded?

- Notification Message (only when the report has data rows)

Email Options (myemail)

Set Options **Cancel**

The Special Programs calendar is also configurable as part of the Workflow Case Management feature that provides a case management tool for various process types (e.g., initial, annual review, reevaluation, amendments, etc.). The tool visually outlines each step with a configurable calendar countdown and is integrated with user email accounts to send alerts and notifications if steps are completed and/or missed in a process.

The screenshot below shows that for this student's Initial IEP process--there are six days remaining to send the Prior Written Notice. Note that all workflow steps and timelines can be customized by the IDOE or at the corporation level.

Announcements (5)

Subject From Date

Reminder: Mandatory Staff Development - Physical Restraint Training

This is a test of the new pop-up announcement feature

Progress Reports Due

In Service COVID Training

[Back to School](#)

My Students (9)

Select Group: Special Education St

ID	Last Name	First Name	Grade	Diagnosis	Case Manager	Creation Date	Step Target Date	Referral Date + 60 Days	Next Annual Review Due Date
201200512	Adams					08/27/2020	05/01/2021	06/21/2021	06/25/2021
817364	Adams								
7395	Daniels	Suzette	Fifth grade	Traumatic Brain Injury (TBI)	Downs, Heather	05/26/2021	05/26/2021		
10811	Deplano	Darryl	Tenth grade	Autism	Downs, Heather		04/30/2021		
3791	Kafka	George	Fourth grade		Downs, Heather				
3091	Lee	Holly	Fourth grade		Downs, Heather				
201800239	McKinley	Estefanie	Kindergarten - Full day	Specific Learning Disabilities	Downs, Heather	05/25/2021	05/19/2021		
3110	Mendez	Hillary	Fifth grade	Speech and Language Impairments	Downs, Heather	04/24/2021	04/27/2021		
817427	Riley	Dale	First grade	Autism	Downs, Heather		01/31/2024		

Dale Riley: Special Education (Initial IEP)

Consent to Evaluate Invitation to a Meeting Eligibility Determination **Prior Written Notice** Develop and Finalize the IEP Parental Consent for IEP

6 days remaining

To move the workflow case to another step, select that step.

Creation Date: 08/27/2020
Step Target Date: 05/01/2021
Referral Date + 60 Days: 06/21/2021
Next Annual Review Due Date: 06/25/2021

Documents
5
IEP Referral Date: 04/21/2021
Next Annual Review Due Date

Workflow Cases

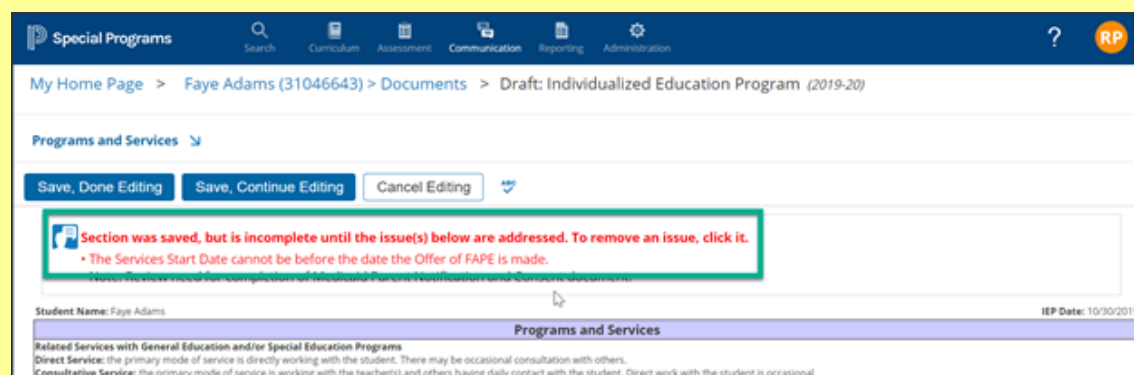
Case ID	Step	Status	Due Date
2021	Consent to Evaluate	Completed	
2021	Consent to Evaluate	Completed	
2021	Referral	Completed	
2021	Draft and Review the IEP	Completed	
2021	Invitation to a Meeting	Completed	
2021	Develop and Finalize the IEP	Completed	
2021	Invitation to a Meeting	Completed	
2021	Eligibility Determination	Completed	
2021	Prior Written Notice	In Progress	01/31/2024

PowerSchool Special Programs is a single-entry solution. Once a data element has been entered, it can be configured to deploy to other fields in the system.

Our solution employs a variety of compliance-checking features at the end user / data entry level to promote compliant, quality documentation. A list of features that support compliant behavior includes, but is not limited to the following:

- **Required fields:** fields that are highlighted in pink and marked with an asterisk (for a visual cue) and must be completed prior to finalizing a document.
- **Business rules:** rules configured on the back end of the application designed to control for the quality of data entered in a specific field.
- **Alerts:** notifications that can be integrated with a user's email account to remind him or her of specific next steps in a workflow or an approaching compliance deadline.
- **Guided actions:** a statement that is displayed and provides guidance regarding the next steps, a reminder, or a field that has incorrect data.
- **Required sections:** sections that must be completed in a document before it can be finalized.
- **Compliance reports:** real-time reports that track various compliance timelines (e.g., annual reviews, reevaluations etc.) that are color-coded for a visual cue and can be integrated with alerts and user email accounts.
- **Diagnostic reports:** quality assurance reports that flag missing and/or incorrect information to allow school corporations to troubleshoot data prior to the submission of state and federal reports.
- **Audit logs:** automatically tracks every user action and is searchable by user, student, document type, date range, etc.
- **Event logs:** allows users to manually enter notes to the student record and/or attach them to a document; similar to a contact log, to ensure all critical items are documented.

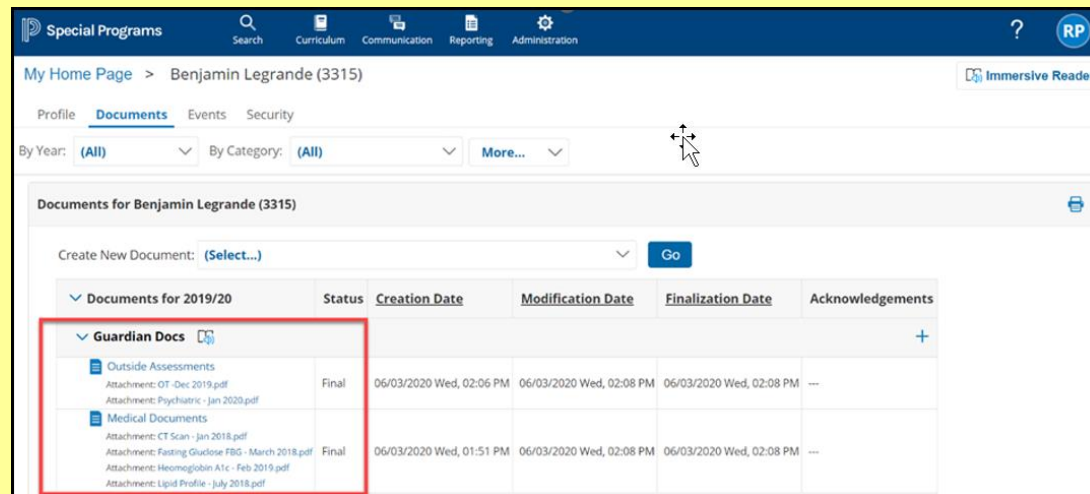
The screenshot below is an example of a business rule and a guided action, working in conjunction. The business rule--configured on the back end--is identifying that an incorrect date has been entered and the guided action provides guidance regarding what information was entered incorrectly and must be corrected before the document can be finalized.



PowerSchool Special Programs employs a document upload feature that allows any authorized user to upload a file to a student's document library. A file can be uploaded as a standalone document or can be attached to another document as part of a workflow. Additionally, our

document upload feature allows authorized users to apply security access to uploaded documents to ensure that confidential information is only available to those staff that requires access.

The screenshot below provides an example of how a user can access attachments directly from a particular document in a workflow.



Access to Special Programs is based on security permissions. This means that any user, dependent on their role, can be granted security permissions to the solution. Permissions can then be delineated to users by granting them access to students, student profiles, documents, and reports. For example, non-public schools may have security permissions to access the solution but only read/write access to the ILP portion of the student's profile, documents, and reports. Security permissions for documents can be detailed down to the section level of a document. For example, a single user may have read access to an entire document but only read/write access to one section of that document.

PowerSchool Special Programs offers help guides at the user, administrator, and state level accessible from the solution. Help guides are written, updated, and maintained by PowerSchool. The State or individual school corporations can additionally create personalized resources that can be uploaded and accessed by users within the help menu.

Additional tools embedded within PowerSchool Special Programs that aide in user experience and ensure compliance are described below.

- **Required fields:** fields that are highlighted in pink and marked with an asterisk (for a visual cue) and must be completed prior to finalizing a document.
- **Business rules:** rules configured on the back end of the application that is designed to control for the quality of data entered into a specific field.
- **Alerts:** notifications that can be integrated with a user's email account to remind them of specific next steps in a workflow, or an approaching compliance deadline.

- **Guided actions:** a statement that is displayed that provides guidance to a user regarding the next steps, a reminder, or a field that has incorrect data.
- **Required sections:** sections that must be completed in a document before it can be finalized.
- **Compliance reports:** real-time reports that track various compliance timelines (e.g., annual reviews, reevaluations etc.) that are color-coded for a visual cue and can be integrated with alerts and user email accounts.
- **Diagnostic reports:** quality assurance reports that flag missing and incorrect information to allow school corporations to troubleshoot data before the submission of state and federal reports.
- **Audit logs:** automatically tracks every user action and is searchable by user, student, document type, date range, etc.
- **Event logs:** allows users to manually enter notes to the student record and/or attach them to a document; similar to a contact log, to ensure all critical items are documented.

Furthermore, PowerSchool Special Programs offers a workflow case management tool that promotes and monitors compliance timelines and supports communication across all stakeholders. Workflow case management enables school corporations to create customizable workflows based on different special programs processes (e.g., initial evaluation, annual review, reevaluation, etc.). For example, a new eligibility workflow can be created that guides a user through each required step within the process--including initiating the referral, obtaining parental consent, determining eligibility, and developing the student's IEP. Each step in the process includes a visual step completion check and associated timeline, so each user can easily determine what needs to be done and by when. As the steps in the process are met, our case management tool will automatically move to the next step--visually displaying progress.

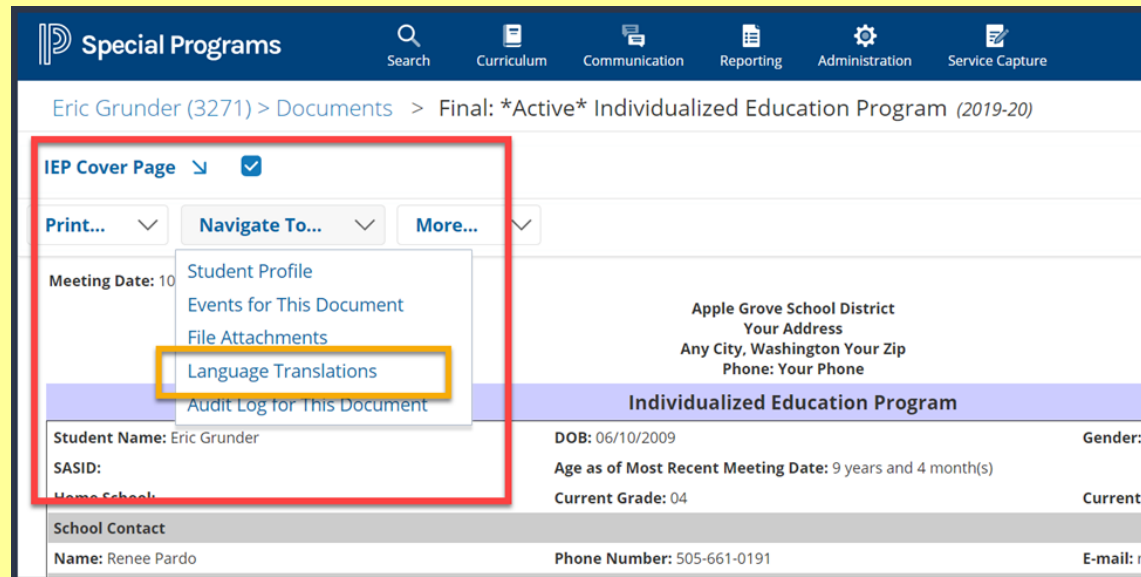
Workflow case management provides a customizable, visual step-by-step guide for teams that can be used for any special program process. Additionally, the tool is integrated with staff email, which helps the appropriate team members collaborate as important steps are completed and/or missed, making compliance monitoring easy and efficient.

PowerSchool Special Programs includes integrated enterprise language translation that enables the translation of document templates as well as the data entered. Our language translation tool utilizes Google translates and supports more than 100 languages. As Google adds new languages, they are also available in our Special Programs platform. Languages include, but are not limited to, Arabic, Burmese, , French, German, Japanese, Punjabi, Russian, Spanish, Vietnamese, Yoruba, Haitian Creole, Hindi, and Chinese.

Once a document template is translated and the content approved, the only content that needs to be translated and approved in the future is that which is entered into open text fields – such as goals and objectives in an IEP or ILP. Our translation capabilities include a proof-reading workflow that shows the English version displayed next to the translated text for acceptance or correction by a native speaker. Utilizing this tool eliminates 95% of the heavy lift that translating

documents for parents requires and increases parent engagement by offering translated documents not only in hard copy but also electronically via the PowerSchool parent portal.

The screenshot below shows the option authorized users can select to translate a finalized document.



PowerSchool Special Programs includes integrated enterprise language translation that enables the translation of document templates as well as the data entered. Our language translation tool supports more than 120 different languages. The Student Profile in Special Programs can be configured to document a parent's preferred language as well as a student's preferred language and documents can easily be translated into one or both.

PowerSchool Special Programs features a comprehensive caseload feature that can be managed at various levels depending on the security access of the user. Authorized users such as school corporation administrators can review caseloads for various other users including teachers and related service providers.

2b.3 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2b3) Alerts and Notifications.

As outlined in a previous response, PowerSchool Special Programs includes a workflow case management tool that promotes and manages compliance timelines while supporting communication across all stakeholders. Workflow case management enables school corporations to create customizable workflows based on different special program processes such as initial evaluations, annual reviews, reevaluations, and can be used to track timelines for ILPs and 504 Plans as well.

In addition to workflow case management, PowerSchool Special Programs includes real-time compliance timeline reports that show upcoming and overdue timelines any date driven

process. Reports include alerts and notifications integrated with user email. Users can use the Subscribe feature to designate specific days to have reports emailed to them. Administrators can also publish reports to applicable users based on security permissions.

All of our timeline reports are color-coded to provide users with a quick visual that indicates meetings that are upcoming, as well as meetings that are overdue.

The screenshot below shows an example of an Annual Review Compliance Report.

Student ID	Last Name	First Name	School	Grade	IEP Date	# of Days until next Annual Review	Primary Disability	Case Manager
569962	Berman	Jonathan	Apple Grove High School	Twelfth grade	11/08/2018	-2	Emotional Disturbance (SBH)	Brown,Angela
592525	Ameen	Lindsay	Apple Grove High School	Eleventh grade	11/11/2018	1	Cognitive Disabilities	Brown,Angela
3647	Ludwig	Brandy	Washington Elementary	Fifth grade	11/09/2018	10	Cognitive Disabilities	Brown,Angela
840000679	Barkdale	Brady	Apple Grove High School	Twelfth grade	11/09/2018	19	Developmental Delay (Pre-school only)	Brown,Angela
3672	Hern	Nicholas	Washington Elementary	Fifth grade	11/09/2018	20	Cognitive Disabilities	Brown,Angela
3258	Borne	Mike	Washington Elementary	Fifth grade	12/19/2018	39	Emotional Disturbance (SBH)	Brown,Angela
3696	Kafka	George	Washington Elementary	Fourth grade	12/20/2018	40	Developmental Delay (Pre-school only)	Brown,Angela
539140	Bapiste	Levy	Apple Grove High School	Twelfth grade	12/21/2018	41	Speech and Language Impairments	Brown,Angela
35092	Dahl	Jennifer	Apple Grove High School	Twelfth grade	12/25/2018	45	Other Health Impaired (Major)	Brown,Angela

The PowerSchool Special Programs platform supports a parent portal that includes a messaging feature for parents to send and receive messages with IDOE staff members at the local level. Parents and staff have the option of initiating message forwarding which allows messages to be forwarded to one or more email accounts (e.g., a personal account) to ensure critical messages are not missed.

Additionally, because IDOE requires electronic signature capabilities, it is assumed that parents and guardians will be responding via signature to documentation that needs to be signed or acknowledged. Our digital signature feature utilizes email to notify parents and staff that a document needs to be signed or acknowledged and notifies them when the signature process is complete. Additional information regarding our digital signature feature is included elsewhere in this response.

With our PowerSchool Hosting (vendor-hosted) solution, IDOE staff would have access to an online portal where they can view real-time operational status of the PowerSchool Hosting environment. The online portal provides details of any outages including the resolution as well as details for scheduled maintenance windows. Additionally, IDOE staff can subscribe to email notifications for when PowerSchool schedules a maintenance window or for when PowerSchool creates, updates, or resolves an incident within the PowerSchool Hosting environment.

Our Special Programs platform is highly configurable and can support various methods for documenting dates when documents were provided. For example, some of our state models include a "Send/Print" button that automatically records the date in a student's profile once the button has been utilized. Other customers prefer a more manual process that can be controlled at the user level that provides various options. In this configuration, we utilize an "Office Use Only" feature that allows authorized users to edit one section of a finalized document in order to

document the mode of delivery (e.g., mailed, emailed, parent visit, etc.) and the parent response where applicable. The date selected flows back to the student's profile, which can be used for a variety of reporting purposes such as compliance timeline reporting. Note that different types of documents can be configured to be automated or manual depending on workflows determined by IDOE.

The screenshot below shows a state model consent document that is configured with the "Office Use Only" functionality.

The screenshot displays a web-based form for a state model consent document. At the top, a header reads "STUDENT INPUT" with a sub-instruction: "choose, please provide a written statement below or call the indicated contact person. Thank you." Below this, a section titled "Office Use Only" contains several fields. On the left, there are two dropdown menus for "Mode of Delivery" and "Parent Response". The "Mode of Delivery" dropdown is open, showing options: "(none)", "Given to Parent at the Meeting", "Mailed", "Parent Office Visit", "Given to Parent at Home Visit", "Emailed", "Sent via Student", "Sent via DocuSign", and "Student Response". An orange arrow points to the "Mode of Delivery" dropdown, and a purple arrow points to the "Parent Response" dropdown. The "Parent Response" dropdown is currently set to "(none)". To the right of these dropdowns are two "Date of Delivery" fields, each with a calendar icon. Below the dropdowns is a "Date Received" field with a calendar icon. At the bottom of the form, there are three buttons: "Save, Done Editing", "Save, Continue Editing", and "Cancel Editing". A footer note reads: "Massachusetts Department of Elementary and Secondary Education/Evaluation Consent Form N 1A Revised November 2019".

Special Programs provides a robust, built-in, ad hoc report writer. Authorized users can generate reports on accessible, reportable data captured in the application. These reports include timeline compliance reports that can look at the day difference between an important date and the current date in order to monitor timeliness and compliance. For example, a report can point to the request to evaluate date and count down days ensuring that parental consent is obtained within the specified timeframe. These types of reports can be generated for any date-driven process to adhere to compliance timelines. And because all reports include alerts and notifications integrated with user email, following up on items that drive a process, such as parental responsibility, can be completed in a more streamlined way.

PowerSchool Special Programs includes a workflow case management tool that promotes and manages compliance timelines while supporting communication across all stakeholders. The tool enables the creation of customizable workflows based on different special program processes. Within the workflow process, you can align a variety of steps and metrics that include timelines and countdown days. For example, one step within an initial evaluation workflow or reevaluation workflow could be to require a case conference committee (CCC) meeting, which is flagged automatically after the evaluation has been completed. Each step in the process includes a visual completion check and associated timeline so each stakeholder can easily determine what needs to be done and by when. As the steps in the process are met, the tool automatically moves to the next step in the process.

The screenshot below shows that for this student's Initial IEP process, there are six days remaining to send a student's Prior Written Notice. Note that all workflow steps and timelines can be customized by the IDOE or the corporations they support, as seen in the following graphic.

Dale Riley: Special Education (Initial IEP)

Consent to Evaluate → Invitation to a Meeting → Eligibility Determination → **Prior Written Notice** (4 step remaining) → Develop and Finalize the IEP → Parental Consent for IEP

To move the workflow case to another step, select that step.

Creation Date: 08/27/2020
Step Target Date: 05/01/2021
Referral Date + 60 Days: 06/26/2021

Documents: 5
IEP Referral Date: 04/21/2021
Next Annual Review Due Date: 05/26/2021

ID	Last Name	First Name	Grade	Disability	Downs, Heather	Due Date	Workflow Cases
201200512	Adams					05/26/2021	Consent to Evaluate
817364	Adams					05/26/2021	Consent to Evaluate
7395	Daniels	Suzette	Fifth grade	Traumatic Brain Injury (TBI)	Downs, Heather	05/26/2021	Referral (2 step remaining)
10811	Deplano	Darryl	Tenth grade	Autism	Downs, Heather	04/30/2021	Draft and Review the IEP (2 step remaining)
3701	Kafka	George	Fourth grade		Downs, Heather		Invitation to a Meeting (4 step remaining)
3091	Lee	Holly	Fourth grade		Downs, Heather		Develop and Finalize the IEP (2 step remaining)
201800239	McKinley	Estefanie	Kindergarten - Full day	Specific Learning Disabilities	Downs, Heather	05/25/2021	Invitation to a Meeting (4 step remaining)
3110	Mendez	Hillary	Fifth grade	Speech and Language Impairments	Downs, Heather	04/24/2021	Eligibility Determination (2 step remaining)
817427	Riley	Dale	First grade	Autism	Downs, Heather	01/31/2024	Prior Written Notice (4 step remaining)

As noted above, Special Programs provides a robust, built-in ad hoc report writer. With the reporting tool, corporations can generate reports on any accessible, reportable data field captured in the application. Standard reports include timeline compliance reports that look at the day difference between an important date and the current date in order to monitor timeliness and compliance. For example, a workflow compliance report can monitor when a reevaluation is due based on the last evaluation date for that student. These types of reports can be generated for any date-driven process to adhere to timelines and compliance.

The screenshot below shows an example of an Annual Review Compliance Report.

Special Programs

Standard Reports > **IEP Workflow Compliance - Annual Review**

Organizational Location Filter: (None)

Subscribe Publish Refresh Edit Report Download Print More...

Page size: 50 81 items in 2 pages

Student ID	Last Name	First Name	School	Grade	IEP Date	# of Days until next Annual Review	Primary Disability	Case Manager
569962	Berman	Jonathan	Apple Grove High School	Twelfth grade	11/08/2018	-2	Emotional Disturbance (SBH)	Brown, Angela
592575	Ameen	Lindsay	Apple Grove High School	Eleventh grade	11/11/2018	1	Cognitive Disabilities	Brown, Angela
3647	Ludwig	Brandy	Washington Elementary	Fifth grade	11/20/2018	10	Cognitive Disabilities	Brown, Angela
840000679	Barksdale	Brady	Apple Grove High School	Twelfth grade	11/29/2018	19	Developmental Delay (Pre-school only)	Brown, Angela
3672	Ham	Nicholas	Washington Elementary	Fifth grade	11/30/2018	20	Cognitive Disabilities	Brown, Angela
3258	Borne	Mike	Washington Elementary	Fifth grade	12/19/2018	39	Emotional Disturbance (SBH)	Brown, Angela
3696	Kafka	George	Washington Elementary	Fourth grade	12/20/2018	40	Developmental Delay (Pre-school only)	Brown, Angela
539140	Baptiste	Leivy	Apple Grove High School	Twelfth grade	12/21/2018	41	Speech and Language Impairments	Brown, Angela
35092	Dahl	Jennifer	Apple Grove High School	Twelfth grade	12/25/2018	45	Other Health Impaired (Major)	Brown, Angela
673247	Cross	Luis	Apple Grove High School	Twelfth grade	01/03/2019	53	Speech and Language Impairments	Brown, Angela

As previously outlined, Special Programs provides a robust, built-in ad hoc report writer. Our reports include timeline compliance that look at the day difference between an important date and the current date to monitor timeliness. A standard report can look at the request to reevaluate date and count down days ensuring that parental consent is obtained within the

specified timeframe. These types of reports can be generated on any date-driven process and include alerts and notifications that are integrated with user email.

Additionally, our reports include timeline compliance that look at the day difference between an important date and the current date to monitor timeliness. A standard report can look at the initial evaluation referral date and count down days ensuring that parental consent is obtained within the specified timeframe. Reports can be generated on any date-driven process and include alerts and notifications that are integrated with user email.

Special Programs provides communication tools that can be leveraged to streamline communication. Communication tools are integrated with user email to ensure users can stay up to date on critical communication. Please note that no personally identifiable information is ever communicated via email notifications. Users need to authenticate into Special Programs to view the details.

One of these communication tools is the Announcement feature. Announcements can be scheduled to run and can deliver important information to a subset of end users. For example, an announcement can be scheduled to generate on the agreed-upon frequency determined by the CCC to notify users of an upcoming reporting period for progress monitoring. Announcements can be set to include a pop-up feature, which ensures users have read the content of an announcement before it can be removed from their dashboard.

Reports can also be utilized for date-driven timelines and can provide alerts and notifications integrated with user email as described throughout this response.

Deadlines for critical dates in a workflow (e.g., parent notification, obtaining consent, annuals, etc.) are tracked via our real-time reporting and include color-coded timelines that provide a visual cue regarding how many days staff members have to complete a specific task. Along with the report, alerts and notifications of upcoming deadlines can be integrated with user email to ensure critical due dates never slip through the cracks.

This would generally be accomplished by utilizing the PowerSchool Special Programs reporting tool. A standard report can be configured to pull any enrolled students with a language other than English who are missing assessment scores. Reports are available in real-time and will include several features that will streamline the notification process for staff that need access to specific data including but not limited to the following:

- The ability for Administrators to "Publish" reports to groups or individual users on a scheduled basis (e.g., daily, weekly, monthly etc.)
- The ability for staff to "Subscribe" to specific reports for easy access on their dashboard.
- The ability for authorized users to share specific reports with others

Reports that have been published or subscribed to can also be configured for message forwarding, which will forward a link to a user's email address on the specified days. Message forwarding can be configured at the State level, the local level, or the individual user level depending on the preference of IDOE.

The screenshot below shows the window that allows end-users to Subscribe to a report.

Special Programs Search Curriculum Assessment Communication Reporting Administration

Subscribe To: IEP Workflow Compliance - Annual Review

Subscribe to this report? ☐ No ☒ Yes (Subscribed reports appear on your home page)

Home Page Options

☒ Show Link To Report On Home Page

☐ Show Entire Report On Home Page*

*Only one entire report can be displayed on your home page.

Warning: This report uses page breaking, and will not display the expected way on your home page.

Email Options (optional) Optionally, indicate the days on which you would like subscribed users to receive an email for this report (at dawn on the selected days).

Schedule Type: **None**

Note: Messages

In what format

☒ Notification message (only when the report has data rows)

Set Options **Cancel**

Special Programs includes an internal communication system that is focused on facilitating workflow and collaboration throughout the Special Programs process, and it ensures that all stakeholders are informed of key progress and events such as the finalization of an ILP. A key benefit to this feature is that the communication system is available to stakeholders without the person having to leave the context of their workflow. This not only makes communication more efficient, but it fosters the coordination necessary to ensure that all team members work in concert with one another and integrate their approaches across the spectrum to optimize the delivery of educational services.

When a document such as an ILPs set is finalized, PowerSchool Special Programs assumes that all stakeholders referenced in the document should be notified and provides the user with the opportunity to do so with just one click on a team member's name. Moreover, our Review and Acknowledge feature allows documents such as an ILP to require review by identified team members, which is acknowledged by scrolling through the document and entering a password as proof of acknowledgment.

The following graphic is a sample of an automated message within Special Programs.

The screenshot displays the PowerSchool Special Programs interface. A modal window titled 'Sign Document' is open, prompting the user to review and sign a 'Parent Consent for Evaluation' document. The modal includes a 'Sign Document' button and a link to a demo document. In the background, the 'Unread Messages' section shows a message about the parent consent. The 'My Students' table lists students with their IDs, last names, first names, grades, disabilities, case managers, and review dates.

ID	Last Name	First Name	Grade	Disability	Case Manager	Annual Review Due Date	Re Eval Due Date	Student Language
20120051	Adams	Craig	Ninth grade	Speech and Language Impairments	Downs, Heather	01/05/2023	12/25/2022	English
81736401	Adams	Traniece	First grade	Deafness (Hearing Impairment)	Downs, Heather	01/29/2023	01/28/2023	English

As outlined above, PowerSchool Special Programs includes a workflow case management tool that promotes and manages compliance timelines while supporting communication across all stakeholders. The tool enables the creation of customizable workflows based on different special program processes. For example, workflow cases can be created for ILP conference check-ins and can incorporate required steps within the process. As steps are completed or missed, reminders and notifications are generated that are integrated with staff email--making compliance monitoring easy and efficient.

The screenshot below shows a student's Initial IEP process, but the workflow can easily be configured for the ILP process as well. In this example, there are six days remaining to send a student's Prior Written Notice. Note that all workflow steps and timelines can be customized by the IDOE or at the corporation level.

The screenshot displays the PowerSchool Special Programs interface with a workflow case for 'Dale Riley: Special Education (Initial IEP)'. The workflow steps are: Consent to Evaluate, Invitation to a Meeting, Eligibility Determination, Prior Written Notice (highlighted with a red box and an arrow), Develop and Analyze the IEP, and Parental Consent for IEP. The 'Prior Written Notice' step shows '6 days remaining'. Below the workflow, a table lists documents and their due dates. The 'My Students' table at the bottom lists students with their IDs, last names, first names, grades, disabilities, case managers, and review dates.

ID	Last Name	First Name	Grade	Disability	Case Manager	Annual Review Due Date	Re Eval Due Date	Student Language
201200512	Adams	Suzette	Fifth grade	Traumatic Brain Injury (TBI)	Downs, Heather	05/26/2021	05/26/2021	
817364	Adams	Darryl	Tenth grade	Autism	Downs, Heather	04/30/2021	04/30/2021	
7395	Daniels	George	Fourth grade		Downs, Heather			
10811	Deplano	Holly	Fourth grade		Downs, Heather			
3701	Kafka	Estefanie	Kindergarten - Full day	Specific Learning Disabilities	Downs, Heather	05/25/2021	05/19/2021	
3091	Lee	Hillary	Fifth grade	Speech and Language Impairments	Downs, Heather	04/24/2021	04/27/2021	
201800239	McKinley	Dale	First grade	Autism	Downs, Heather	01/31/2024		

2b.4 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2b4) Audit Logs.

The Special Programs Audit Log tracks activity and includes documenting users who created, edited, and finalized documents in the system. It also tracks activity associated with uploading documents into the system.

PowerSchool Special Programs maintains a log of changes via two features: an Audit log and an Event log. The PowerSchool Special Programs audit log tracks all activity (including access) at the document, student, staff, and system-wide levels. Audit logs are date, time, user ID, and IP address stamped. For example, if a general education teacher logs in and accesses the accommodations section of an IEP, the action is automatically documented in the audit log. Audit logs have extensive, search, filter, and sorting capabilities and can be set up for authorized users to be notified based on a specific trigger.

Category (Task)	Date/User	Description
Documents	02/21/2018 Wed, 12:27 PM User: PARDO (Renee Pardo) Technical ID: 66888 (84)	Added file attachment(s) to MAIEP document for Juan Garcia (31015045): Hearing Test Results.jpg (size:67K)
Documents	02/21/2018 Wed, 12:24 PM User: PARDO (Renee Pardo) Technical ID: 66887 (84)	Sent message with MAIEP document attached for Juan Garcia (31015045)
Documents	02/21/2018 Wed, 12:23 PM User: PARDO (Renee Pardo) Technical ID: 66886 (84)	Accessed MAIEP document for Juan Garcia (31015045).
Documents	02/21/2018 Wed, 12:19 PM User: PARDO (Renee Pardo) Technical ID: 66885 (84)	Saved progress monitoring score (43 on 11/20/2017) in 'Progress Report' for MAIEP document for Juan Garcia (31015045).
Documents	02/21/2018 Wed, 12:19 PM User: PARDO (Renee Pardo) Technical ID: 66884 (84)	Saved progress monitoring score (37 on 11/13/2017) in 'Progress Report' for MAIEP document for Juan Garcia (31015045).
Documents	02/21/2018 Wed, 12:19 PM User: PARDO (Renee Pardo) Technical ID: 66883 (84)	Saved progress monitoring score (32 on 11/06/2017) in 'Progress Report' for MAIEP document for Juan Garcia (31015045).
	02/21/2018 Wed, 12:19 PM	Updated MAIEP document for Juan Garcia (31015045) (Measurable Annual Goals): BaselineDate (2017-10-30), BaselineScore (25).

Additionally, each student record includes an Event Log that can be used to document anything else that occurs as part of a student's journey. Examples include documenting contact with parents, incidents that may occur outside of the normal documentation, meeting minutes, conversation with staff, etc. Each event is date, time, and user ID stamped and users can easily be notified of events.

Lastly, security permissions within PowerSchool Special Programs will delineate who can do what within the solution. This includes the ability to delete documents. This permission can be made available to authorized users but is most commonly reserved for a small subset group of staff with appropriate security permissions to do so.

2b.5 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2b5) Data Analysis and Reporting.

Caseload Reports can be easily created using the PowerSchool Special Programs reporting tool and will allow authorized users at the State and/or local level to view information associated with the teachers of record or service. This data can be displayed in a variety of ways depending on the goal(s) of the report. For example, some districts include a summary of the number of minutes a teacher of service is scheduled to provide to assist with district staff planning.

Service Level Reports--The Special Platform Service Capture module is utilized for documenting related services that are provided to students. Our Service Capture module includes dataflow from student and staff profiles to minimize the data entry needed to capture planned and delivered services. All data captured in service records are also included in a set of standard Service Capture reports that can be viewed and accessed at various stakeholder levels (e.g., providers, supervisors, administrators, etc.).

Related Services Reports--The PowerSchool Special Programs Service Capture module allows school corporations to capture related services data for services such as OT, PT, Speech Therapy, etc., and to optionally utilize our reporting features to export the data to bill Medicaid directly or through any third-party vendor for Medicaid billing. Our integrated business rules and guided actions promote accurate and reliable data to decrease disallowances and maximize reimbursements.

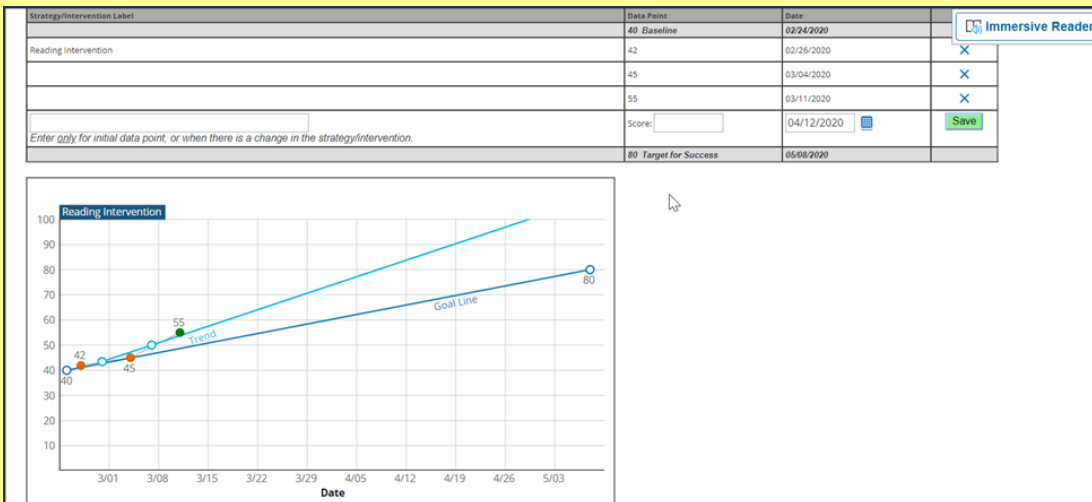
The Service Capture module enables educators and clinicians to:

- Easily and efficiently document the services they provide to individual students or groups of students
- Cross-check service records with IEPs, prescriptions, staff licensures, and certifications to promote compliance
- Document services provided
- Verify that the IEP is being implemented as planned
- Easily notate the treatments provided
- Facilitate data collection for Medicaid and third-party reimbursements
- Track delivery of services to support legal challenges
- Provide progress data to improve student performance
- Schedule future services (e.g., start time, service type, etc.) to reduce redundant data entry

Progress Monitoring Reports--The PowerSchool Special Programs progress monitoring tool enables authorized users to set baselines, targets, and monitor start and end dates. A graph is generated based on the data entered that can be used for progress monitoring of interventions and/or strategies. Once a user enters three or more data points, the graph generates a trend line that predicts where the student is likely to fall in relation to their goal based on previous

performance and the monitoring start and end dates. Progress can be reported at the individual student level or by multiple students by utilizing the progress monitoring group feature. The group feature supports multiple trend lines for the same group of students. By utilizing our reporting tool school corporation administration can review reports by student(s) and / or by teacher.

The screenshot below shows an example of a progress monitoring graph for a Reading goal.



Corporation-specific Reports--As outlined in other sections of our response, PowerSchool Special Programs includes a robust reporting tool that can support corporation-specific reports that address all areas outlined in this requirement. Our reporting tool is an integrated, native tool within our platform, rather than a standalone module that pulls data. There are many enhancements that have been added based on direct feedback from states and school districts that we have partnered with for over two decades--enhancements designed to streamline the process of collecting, analyzing, and sharing data with stakeholders. Features include but are not limited to the following:

- Color-coded reports based on date-driven timelines
- Access to any exposed fields in the data dictionary including custom fields added individual corporations via our Easy Edit tool
- OLAP-style reports that show data summarized, analyzed and rolled up across multiple dimensions, with one-click drill down to underlying data
- Colorful 3-D charts and graphs automatically generated for all multi-dimensional reports
- Notification feature that automatically emails reports to specified individuals or groups on a scheduled basis
- Publish feature that allows Administrators to publish specific reports to users
- Subscribe feature that allows individual staff to subscribe to a report for display on their dashboard and/or email cadence
- Filter feature for specified reports data elements

- Application of security privileges to restrict access to sensitive information
- Ability to download reports into a variety of formats

Our reporting tool is flexible and most importantly, scalable as it is used in some of the largest districts in North America.

Statewide Assessment Accommodation Reports--PowerSchool Special Programs documents assessment accommodations needed to support students across multiple programs (e.g., Special Education, 504, English Learners). All accessible data documented in the platform can be queried for reports with our Ad Hoc Reporting tool and accessed at various stakeholder levels (e.g., end user, administrator, school corporation, state level, etc.).

A number of features included in the reporting tool will streamline processes for both corporation and state stakeholders including:

- OLAP style reports showing data summarized, analyzed and rolled up across multiple dimensions
- One-click “drill-down” built into each report to view underlying student data
- Colorful 3-D charts and graphs automatically generated for all multi-dimensional reports
- Schedule feature that allows reports to be automatically emailed to specified individuals or groups on a scheduled basis
- Publish reports to specific users or user groups
- Ability to filter reports on specified data elements
- Ability to apply security privileges to restrict access to sensitive information
- Ability to download reports into a variety of formats

State Performance Plan Indicator Data--PowerSchool Special Programs is a highly configurable solution that is used in states and provinces throughout North America, including several state and province-wide implementations. Many of our state models for Special Education include workflows for documenting State Performance Plan (SPP) Indicator Data that is then used to generate a variety of reports. We will work with IDOE to design and develop similar processes for an Indiana state model that will provide SPP Indicator Data.

PowerSchool Special Programs provides a robust reporting tool that can generate reports on all accessible data collected in the solution. This includes, but is not limited to, the ability to generate reports on data elements collected in the student's profile as well as data elements collected within documents (e.g., IEPs, ERs, BIPS and more). Most data gathered in PowerSchool Special Programs can be aggregated into reports that can be accessed at multiple levels including state, school corporation, school, class, end-user, and student. For example, compliance timeline reports can be created to monitor important dates which are approaching within a specified amount of time (e.g., display all students who have annual IEPs coming due in the next 30 days). Reports can be color-coded to easily differentiate and display data elements that need attention.

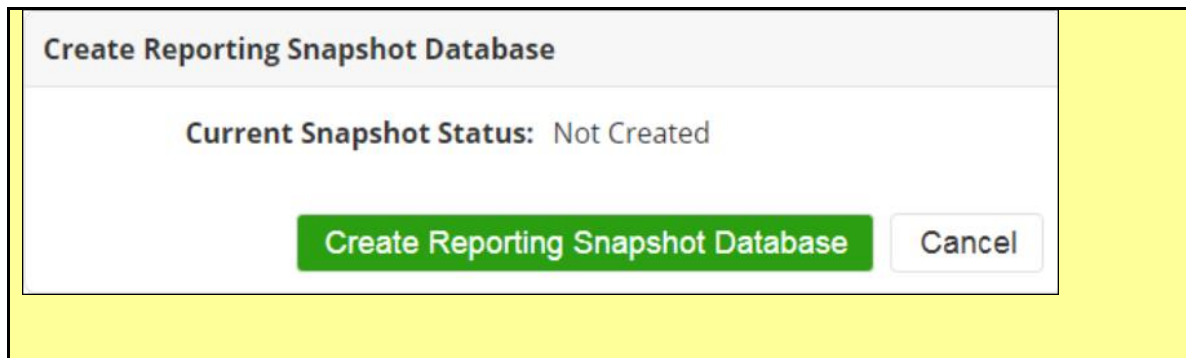
Student ID	Last Name	First Name	School	Grade	IEP Date	# of Days until next Annual Review	Primary Disability	Case Manager
569962	Berman	Jonathan	Apple Grove High School	Twelfth grade	11/06/2018	-2	Emotional Disturbance (SBH)	Brown, Angela
592575	Armen	Lindsay	Apple Grove High School	Eleventh grade	11/11/2018	1	Cognitive Disabilities	Brown, Angela
3647	Ludwig	Standy	Washington Elementary	Fifth grade	11/20/2018	10	Cognitive Disabilities	Brown, Angela
840000679	Barkdale	Grady	Apple Grove High School	Twelfth grade	11/29/2018	19	Developmental Delay (Pre-school only)	Brown, Angela
3672	Hart	Nicholas	Washington Elementary	Fifth grade	11/30/2018	20	Cognitive Disabilities	Brown, Angela
3258	Bonne	Mike	Washington Elementary	Fifth grade	12/19/2018	39	Emotional Disturbance (SBH)	Brown, Angela
3696	Kafka	George	Washington Elementary	Fourth grade	12/20/2018	40	Developmental Delay (Pre-school only)	Brown, Angela
539140	Baptiste	Levy	Apple Grove High School	Twelfth grade	12/21/2018	41	Speech and Language Impairments	Brown, Angela
35092	Dahl	Jennifer	Apple Grove High School	Twelfth grade	12/25/2018	45	Other Health Impaired (Major)	Brown, Angela

Reports can be saved and shared with other applicable staff who would benefit from the report. Additionally, reports can also be subscribed to. This allows users to schedule the generation of the report on daily, weekly, or monthly basis and can include email notifications.

The PowerSchool Special Programs reporting feature allows authorized users to easily:

- Create an unlimited number of reports by following a simple step-by-step process
- Color code reports based on school corporation-specific date-driven timelines
- Access any fields in the data dictionary including custom fields added by the school corporation
- Produce list reports with selected records, columns, sorts, filters and page breaks
- Produce OLAP style reports showing data summarized, analyzed and rolled up across multiple dimensions
- One-click “Drill-down” built into each report to view underlying student data
- Colorful 3-D charts and graphs automatically generated for all three-dimensional reports
- Schedule reports to be automatically emailed to specified individuals or groups on a scheduled basis
- Publish reports to users’ dashboards
- Filter reports on specified data elements
- Apply security privileges to restrict access to sensitive information
- Download reports into a variety of formats

PowerSchool Special Programs supports Ad Hoc reporting (i.e., on-demand reporting) as well as static reporting, typically referred to as Report Snapshot. The following screenshot is of the report Snapshot database creation window, accessible by authorized users only.



2b.6 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2b6) Data Validation and Error-checking.

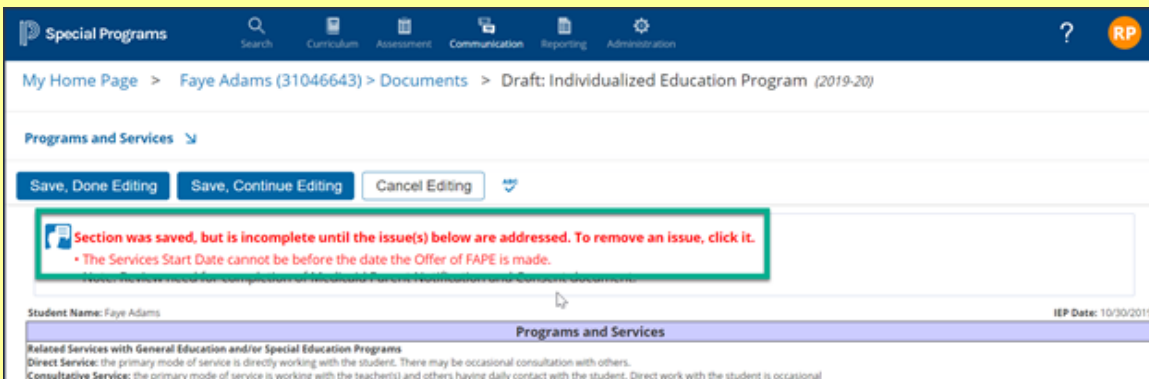
PowerSchool Special Programs employs a variety of compliance-checking features at the end user / data entry level to promote compliant, quality documentation. These compliance-checking features are available across all documents and integrated throughout the platform.

A list of features that support data validation and progressive error checking includes, but is not limited to the following:

- **Spell check:** users have access to a spell check button that is available on each free-form text-box, as well as an option to spell check the entire document once it is completed. Additionally, frequently used words that may be unknown and flagged as incorrect can be saved in each users personal dictionary.
- **Required fields:** fields that are highlighted in pink and marked with an asterisk (for a visual cue) and must be completed prior to finalizing a document.
- **Business rules:** rules configured on the back end of the application designed to control for the quality of data entered in a specific field.
- **Alerts:** notifications that can be integrated with user email to remind them of specific next steps in a workflow, or an approaching compliance deadline.
- **Guided actions:** a statement that is displayed that provides guidance to a user regarding next steps, a reminder, or a field that has incorrect data.
- **Workflow Case Management:** provides a visual display for teachers, administrators, and other end users by indicating exactly where a student is in a certain process (e.g., initial IEP) and what the next step should be. The visual display also includes school corporation configurable timeline indicators and alerts and notifications that are integrated with user email.
- **Required sections:** sections that must be completed in a document before it can be finalized.

- **Review and Acknowledge:** a feature that allows selected documents (e.g., an IEP) to require review by identified team-members, which is acknowledged by scrolling through the said document and entering their password as proof of acknowledgment
- **Compliance reports:** real-time reports that track various compliance timelines (e.g., annual reviews, reevaluations etc.) that are color coded for a visual cue and can be integrated with alerts and user email accounts.
- **Diagnostic reports:** quality assurance reports that flag missing and incorrect information to allow school corporations to troubleshoot data before the submission of state and federal reports.
- **Audit logs:** automatically tracks every user action and is searchable by user, student, document type, date range, etc.
- **Event logs:** allows users to manually enter notes to the student record and/or attach them to a document; similar to a contact log, to ensure all critical items are documented.

The screenshot below is an example of a business rule and a guided action, working in conjunction. The business rule--configured on the back end--is identifying that an incorrect date has been entered and the guided action provides guidance to the user regarding what information was entered incorrectly and must be corrected before the document can be finalized.



As outlined above, PowerSchool Special Programs employs a variety of user-friendly compliance-checking features that include configurable, straightforward guidance to users at the data entry level to promote compliant, high-quality documentation.

2b.7 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2b7) Document Creation.

The PowerSchool Special Programs platform is modular in design and allows each user to have access to a workspace that supports the students he/she supports by providing an easy-to-use workflow case management tool that includes the ability to create and manage documents for various types of students including students eligible for Special Education, 504, and English Learners.

PowerSchool Special Programs provides standard document templates which are aligned with the state of Indiana's regulatory requirements. The following document templates are planned for the Indiana state Special Education module (titles subject to change based on IDOE feedback):

- Eligibility Document Templates:
 - Referral or Request for Initial Evaluation
 - Prior Written Notice
 - Consent for Evaluation
 - Notice of Meeting / Conference
 - Participant Excusal
- IEP Document Templates
 - Individualized Education Program (IEP) - all state-required sections will be available including:
 - Progress Monitoring
 - Secondary Transition
 - IEP by age three for Early Childhood Transition Reporting
 - Service Plan
 - Consent for Initial Placement
 - Medicaid Consent
 - IEP Amendment
 - Summary of Performance
 - Revocation of Consent
- Behavior Document Templates
 - Functional Behavior Assessment (FBA)
 - Behavior Intervention Plan (BIP)
 - Manifestation Determination
- PreSchool / COS Document Templates
- Child Outcome Summary

All document templates include configurable compliance-checking features that have been mentioned throughout this response. Compliance checking features can be customized by IDOE to ensure that data is entered correctly at the point of entry. Accessible, reportable data collected within the solution--including data elements collected within templates--is available for reporting. This provides IDOE and all stakeholders (e.g., teachers, supervisors, administrators,

state staff, etc.) the ability to generate reports that will help to streamline processes and improve communication.

PowerSchool Special Programs provides standard document templates, which are aligned with the state of Indiana's regulatory requirements. The following document templates are planned for the Indiana state English Learner module (titles subject to change based on IDOE feedback):

- Individual Learning Plan (ILP)
- to include Progress Monitoring
- Notification to Parents on Initial Screening Results
- EL Title III Waiver
- English Language Exit Plan

All document templates include configurable compliance-checking features that can be customized by IDOE to ensure that data is entered correctly at the point of entry. Reportable data collected within the solution--including data elements collected within templates--is available for reporting. This provides IDOE and all stakeholders (e.g., teachers, supervisors, administrators, state staff, etc.) the ability to generate reports that will help to streamline processes and improve communication.

Special Programs allows multiple users to access/edit a single document at the same time. However, the tool prevents users from editing the same section of the same document simultaneously. There are a few exceptions, like the goals/objectives section of the IEP.

If two users access the same section of the same document simultaneously, a notification will display on screen for the second user. This will provide them with view access to that section and a notification displaying the current user working in that section.

See screen shot below.

Special Programs Search Curriculum Assessment Communication Reporting Administration

My Home Page > IEP > Darryl Deplano (08586_6241) > Documents > Draft: Invitation Letter (2021-22) Immersive Reader

Invitation To IEP

Edit This Section Set Document... Print... Navigate To... More...

Sorry, JACLYN (Jackie Featherstone) is editing this document/section.

Greater Latrobe SD

INVITATION TO PARTICIPATE IN THE INDIVIDUALIZED EDUCATION PROGRAM (IEP) TEAM MEETING OR OTHER MEETING

Date Sent: 01/06/2022

Student Name: Darryl Deplano

Parent's Name: Alyssa Deplano
4010-1/2 N Ashford Ave
MyCity, Pennsylvania 17821

Parent's Name: Mark Deplano
4010-1/2 N Ashford Ave
MyCity, Pennsylvania 17821

Dear Darryl Deplano - Alyssa Deplano and Mark Deplano:
We would like to invite you to an IEP team meeting to talk about special education programs and services for your child.

The purpose of this meeting is to: (Check all that apply)

☐ Develop an IEP, if your child is eligible, or continues to be eligible, for special education and related services.

☐ Discuss possible changes in your child's current IEP and revise it as needed.

☒ **Transition Planning.** If your child will be at least 14 years old during the duration of this IEP, the IEP team will develop postsecondary goals based on transition assessments and transition services to promote movement from school to post school activities. Your child is invited by the school to

School Age

For LSA Use Only
Date of Receipt of Parental Response to Invitation: _____

As summarized above, multiple users can access/edit a single document at the same time, but a specific section will be locked while it is being edited to prevent overwriting.

PowerSchool Special Programs includes an autosave feature that can be enabled for long narrative text fields. This feature will automatically save any text entered upon the user moving to the next field in the document section. Additionally, if a user attempts to move to another section of a document (e.g., an IEP that includes multiple sections), a pop-up window will appear reminding the user to save his/her work prior to leaving the section to ensure that any data entered is saved accordingly.

2b.8 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2b8) Document Preview.

Special Programs was developed with WYSIWYG (i.e., “what you see is what you get”) in mind. This means that during the creation of documents, end users will have an on-page print preview of that document section. This allows you to view what the document would look like should you chose to print it. Additionally, users can be granted access to print documents, which will initially display a preview of the document prior to printing.

2b.9 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2b9) Files.

PowerSchool Special Programs employs a document upload feature that allows any authorized user to upload a file to a student's document library. Files including PDF, Word, and JPEG files can be uploaded as a standalone document or can be attached to another document as part of a workflow. Additionally, our document upload feature allows LEAs to apply security access to uploaded documents to ensure that confidential information is only available to those staff that requires access.

The file size limit for individual document uploads is 35 MB, but the number of files that can be uploaded is unlimited. Finalized documents are maintained in a student's document library and organized by school year and can also be organized by case type by using the platform's case management tool (e.g., initial case, reevaluation, etc.). Data from previous years of an active student (or a student restored from the archive) are available to using the standard reporting functionality. Once the data is in a report format it can be searched.

2b.10 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2b10) Student Record Retention, Transfer, Maintenance.

Data movement begins with defining data transfer requirements. To establish the data transfer requirements, PowerSchool will follow the steps outlined below.

- **Develop the Data Migration Strategy:** During this phase, integration requirements are documented, and a data integration strategy and plan is developed. The plan will be presented to IDOE for approval.
- **Requirements Analysis:** Overall business objectives are reviewed and translated into corresponding data integration requirements. Current systems where data resides are identified and a list of required integration data, and volume of history to be converted is identified. PowerSchool typically offers seven years of historical file-based finalized documents related to Special Programs as well as the latest set of state reportable data fields. The number of years' worth of documentation can be discussed and jointly decided on between IDOE and PowerSchool.
- **Data Integration Plan:** The tools, strategies, data transfer methods, and timeline for data integration and cutover are identified and documented. A phased roll-out plan will call for multiple cut-over points.
- **Develop Integration Programs:** After the integration plan is established and approved, development of the integration routines can begin.
- **Data Mapping:** The source and/or legacy system(s) are identified and evaluated. All entities, fields, and other data suitable for transfer into PowerSchool Special Programs are identified. Appropriate data mappings between the source systems and PowerSchool Special Programs are documented.
- **Source System Extract:** Data from the Student Information Systems are extracted through RESTful API plug-in for a core demographics data fields integration and identified third party source system is extracted into a format available for operation through the PowerSchool Data Connectivity Tool. Both options extract data from a variety of data sources and transfers cleaned data from and to PowerSchool Special Programs.

The Data Connectivity Tool (DCT) supports a variety of data source types, and includes rich data mapping, translation, record-matching, and data-transfer scheduling capabilities. The DCT is a .NET application that must be installed in a network location that has access to the data source. It can connect to the PowerSchool Special Programs Server for secure data transfer as long as there is a connection via standard HTTPS or if the SQL database is locally hosted.

The Data Connectivity Tool is used for importing data into and exporting data from PowerSchool Special Programs. It supports the following types of data sources:

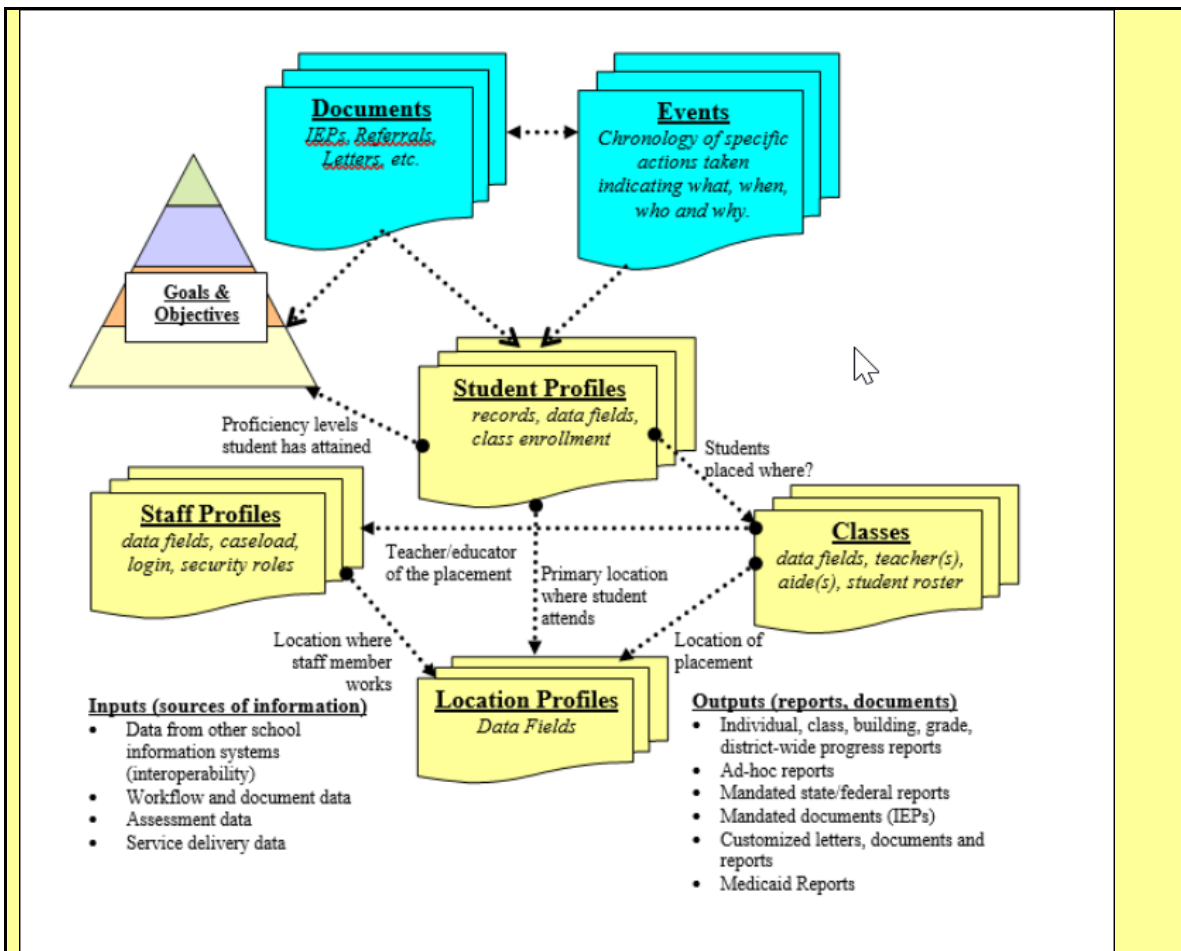
- Delimited ASCII Text file: a text file containing tab-delimited or comma-delimited data (e.g., CSV).
- Fixed-length ASCII Text File: Each field has a fixed number of characters and so delimiters are unnecessary.
- Microsoft Access® database, version 2003 or later
- Microsoft Excel® Spreadsheet, version 2003 or later
- SQL Server® database using Windows Authentication (for SQL Server authentication, use an ODBC data source)
- Oracle® database

- ODBC Data Source (e.g., mainframe, sometimes used for Oracle®)

PowerSchool Special Programs includes the capacity for the electronic storage of student records for both active and inactive Indiana students. Each student record includes an electronic "file" cabinet, also referred to as a student document library. In the document library, authorized users have access to current and historical documents organized by school year and document type. Additionally, the platform includes a student profile archiving feature that can be managed by authorized users to enable students--including student profiles, documents, events, etc.--to be moved into a long-term archive rather than being purged. Students in the archive can be accessed from the regular user interface with all documents being immediately available in PDF format. If a student returns to the school corporation, it is possible to restore the student from the archive.

The PowerSchool Special Programs platform is designed to securely collect and store English Learner data including ILPs, language proficiency data, the HLS, and other data elements (e.g., program status, testing accommodations, and native language background) via profiles and documents. Data can flow between these two areas of the platform where applicable to limit redundant data entry for stakeholders. For example, testing accommodations that are documented in a student's ILP will flow to a Testing Accommodation section of the student's profile which will allow for an easily accessible snapshot of accommodations for stakeholders and support straightforward reporting options.

The diagram below depicts the organization of information including workflow elements between Documents, Profiles, and Events.



PowerSchool has partnered with many vendors, over many years to successfully migrate data as part of a transition process. We have experience transitioning data and will bring years of best practices to the table to partner with the incumbent. In fact, we are currently in the process of transitioning the District of Columbia, Office of the State Superintendent of Education (OSSE) from using EDPlan provided by PCG to PowerSchool Special Programs. PowerSchool team will closely with IDOE core team and determine the data that needs to be transferred. Once the dataset is identified, IDOE team will provide PowerSchool PDFs and CSV files in a PowerSchool-provided data layout. IDOE team will work closely with the incumbent in receiving the data and files to provide to PowerSchool team. A plan will be provided to complete the end-to-end migration roll-out plan including 4 phases (i.e., 3-dry run sessions for 10 instances, plus 1 final production phase roll-out for 291 instances). It is assumed that all 291 instances' structured and unstructured data will be available individually provided.

To address the second part of the requirement, PowerSchool Special Programs facilitates the secure transfer of student records between corporations in just a few clicks, by using the student data transfer utility. The student transfer utility creates a student transfer envelope that contains the entire student(s) record (e.g., documents, uploaded files, student profile data, etc.). The transfer envelope can be exchanged directly and securely via direct database transfer. Corporations have the option to jointly agree on whether they want to exchange draft or only

finalized documents (e.g., draft IEP or ILP). This process does not "move data" but rather provides streamlined access based on approval processes that can be configured by the IDOE.

The PowerSchool Special Programs has a streamlined transfer process that accounts for high levels of student mobility. Our Student Data Transfer utility enables school corporations to transfer one or more student records from one school corporation to another school/corporation, in just a few clicks via a controlled workflow between authorized users at each corporation.

The screenshot below shows an example of the first step in the student record transfer process.

The screenshot displays the PowerSchool Special Programs web application. The top navigation bar includes links for Search, Curriculum, Assessment, Communication, Reporting, and Administration. Below the navigation bar, the 'Data Utilities: Students' dropdown is visible. The 'Select Utility:' dropdown is set to 'Send Student Transfer Envelope', which is highlighted by a purple arrow. Below this, the 'Send Student Transfer Envelope' section contains a text input field labeled 'Include Student IDs' with a 'lookup' button to its right. Below the input field are two buttons: 'Create Student Transfer Envelope' (highlighted by a green arrow) and 'Use Formula To Select Students'.

2b.11 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2b11) Printing.

Special Programs provides the ability to print documents and/or document sections by individual student or in bulk. The ability to print documents is based on security permissions, i.e., only appropriate users have the ability to print.

2b.12 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2b12) Academic Standards Bank.

Special Programs provides the ability to create standards-aligned goals and objectives within an IE or ILP. On the goals and objectives section, users have the ability to search a bank of standards populated in the system. Users can choose the standard bank they want to search and drill down through the menu structure or leverage the search bar to identify applicable standards. Upon selection, the standard will populate the student's goals and objectives page. Additionally, goals and objectives can be saved for future use using the Statement Bank feature or the Preset

feature, which is a set of related instructional areas, goals, and objectives that can be saved under a name to make it available to insert into any IEP or ILP document.

Special Programs prepopulates standard banks within the solution from Certica. If the requested standards are available through Certica, then PowerSchool will import the standards to make available for users to select from.

2b.13 Please provide a description regarding how it will meet and address the requirements shared in Section Contractor Responsibilities/Deliverables (2b13) Indiana Administrative Code.

PowerSchool Special Programs can be configured to provide a variety of different types of embedded user guidance including all and / or relevant sections of Article 7, which contains Indiana's Special Education rules. Configurable types of embedded resources include but are not limited to the following:

- **Guided actions** are configurable statements displayed upon saving a section of a document that provide guidance regarding next steps, a reminder, or a field that has incorrect data. If a correction is needed, clicking on the guided action will take a user directly to the field that needs to be updated.
- **Guidance statements** can be configured throughout various sections of documents that are viewable while a user is editing a document but are not displayed in the final version of the document that is shared with parents, guardians, or other stakeholders. The screenshot below provides an example of guidance statements from an Eligibility Report.

<i>Guidance: Address adverse impact in the PLAAFP statement on the following page</i>
ELIGIBILITY SUMMARY
<i>Guidance: If recommending more than one eligibility, use this area to recommend the primary and secondary status.</i>

- The **Help Link** in Special Programs can be customized by IDOE and / or school corporations to provide links to additional resources. Resources can even be displayed based on a user's role. For example, a Speech Therapist may have a different list of resources to review than a School Psychologist.
- **Embedded hyperlinks** can provide guidance such as excerpts from Article 7 or other compliance resources. Hyperlinks provide a reference for users as specific fields in documents are completed. The following screenshot shows an example of an embedded hyperlink.

Rationale for developing the IEP

☒ Student identified as exceptional by IPRC ☐ Student not identified by IPRC but requires special education program/services, including accommodations and/or modified/alternative learning expectations

Placement Information

Identification: 1. Communication - Speech Impairment

Placement: Partially Integrated Placement in a Special Education Classroom

Placement Date: 12/06/2022

Last IPRC Date: 03/28/2014

Date Annual Review Waived:

Principal Signature

This IEP has been developed according to the ministry's standards and appropriately addresses the student's strengths and needs. The learning expectations will be reviewed and the student's achievement evaluated at least once every reporting period.

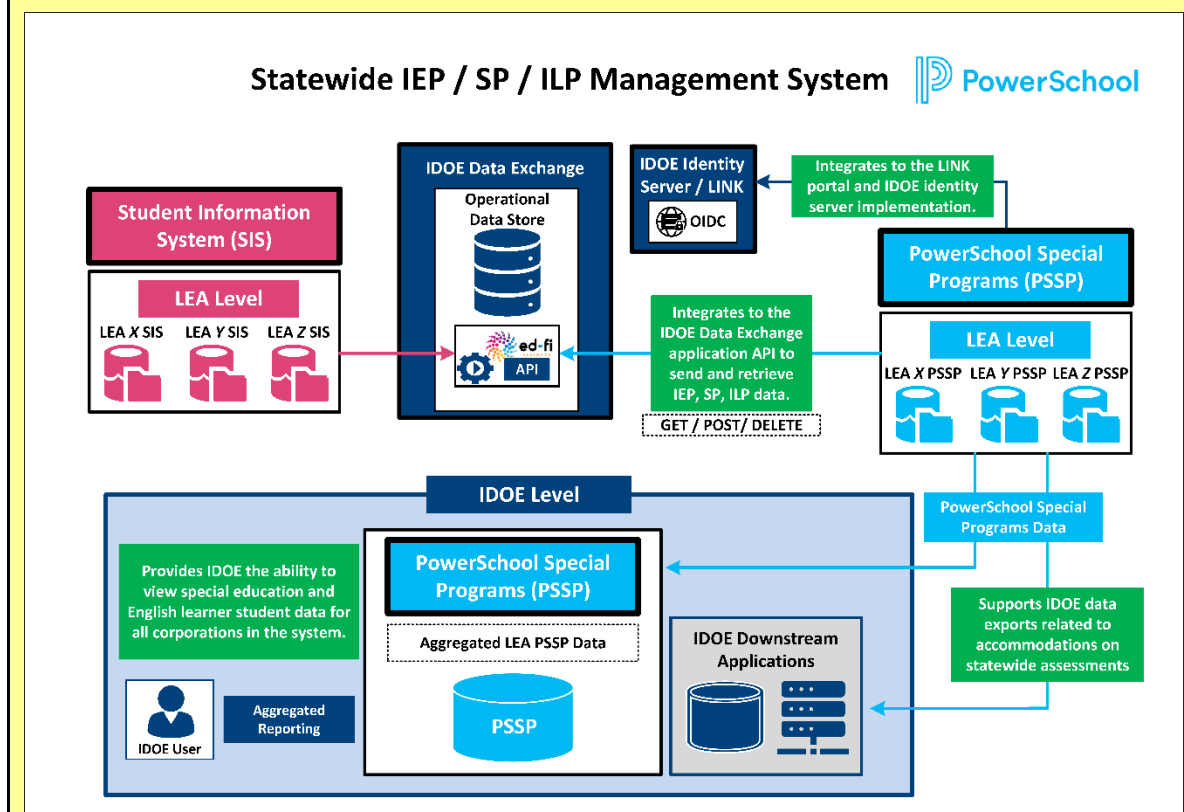
Principal Signature: (ID) lookup

Date:

(2c) Infrastructure

2c.1 Please provide a high-level architectural diagram(s) and associated details of all hardware/infrastructure required for the application to operate.

The PowerSchool Special Programs platform is fully web-based and offered in a PowerSchool Hosting (vendor-hosted) deployment that provides IDOE with secured, cloud-based access to the PowerSchool Special Programs platform in a Software as a Service (SaaS) model. With our PowerSchool Hosting deployment, hardware/infrastructure related components do not need to be procured or managed by the IDOE.



2c.2 Please provide details regarding the proposed system's database design. Please include details of how Local Educational Agencies (LEA) will be set up in the context of database design. Will each LEA have a separate database?

The PowerSchool Special Programs platform utilizes Microsoft SQL Server as the backend relational database management system (RDBMS). Within the Microsoft SQL Server configuration, each LEA would have their own dedicated database to ensure their data is completely isolated. Additionally, each LEA would use their own authentication scenario to control access to their data.

2c.3 Please provide a high-level description of the required customization of your proposed solution to meet the requirements outlined in the Scope of Work. Respondents must complete **Attachment F1** Functionality and Customization Questionnaire.

The PowerSchool Special Programs application is designed to enable the creation of state-specific model document templates, profiles, reports, and keyword tables using standard configuration capabilities. PowerSchool will use these capabilities, as we have in many other states, to configure most of the proposed solution according to the proposed requirements. Although each state has a similar approach to IDEA data management, we recognize that there are no two states that are alike. We will approach the development of the IDOE IEP and ILP Data Management system with best practices that we have developed through our state partnerships. Our partnership with the IDOE will include a thorough review of the state's processes and needs through our proven business process review methods.

Natively the PowerSchool Special Programs application is designed to make API calls with PowerSchool's proprietary Student Information System (SIS) platforms, while other third-party integrations leverage the PowerSchool Special Programs Data Connectivity Tool (DCT) to perform scheduled flat file imports and exports. As part of our proposed solution, PowerSchool will adapt the PowerSchool Special Programs application to make API calls to the IDOE Data Exchange API based on Ed-Fi standards as outlined in the RFP.

2c.4 Please provide your data and document storage strategy in the context of your proposed system.

The PowerSchool Special Programs platform manages all data and document storage within the backend Microsoft SQL Server RDBMS.

2c.5 How do you store structured and unstructured data?

Within the PowerSchool Special Programs platform, structured data, and unstructured data such as documents (e.g., PDF, DOC, XLS, etc.) are stored within the backend Microsoft SQL Server RDBMS and can only be stored and retrieved through the secured application interface.

2c.6 How do you manage and minimize unstructured data in the system? How will your solution compress data?

Within the PowerSchool Special Programs platform, unstructured data such as documents (e.g., PDF, DOC, XLS, etc.) are stored in the system only by provided sources. Currently, there are no compression methods on data within the system.

2c.7 Please describe your company's strategy/planning/process for infrastructure upgrades.

PowerSchool has a documented change management methodology and system for managing modifications and additions to systems hardware, operating systems, networking components, and application software within the PowerSchool Hosting (vendor-hosted) environment. This methodology provides guidance for authorizing, implementing, testing, communicating, and documenting changes. Additionally, PowerSchool Hosting infrastructure maintenance includes operating systems patches and security updates as well as any updates to the core infrastructure and are scheduled to occur on the second and fourth weekend of every month. In the event a PowerSchool Hosting infrastructure maintenance update requires any downtime, IDOE staff would be notified of the scheduled maintenance window.

2c.8 Are your company's servers shared among multiple customers or dedicated to one customer?

The servers that would be utilized to support a statewide deployment of the PowerSchool Special Programs platform for IDOE would be dedicated to IDOE and its Local Educational Agencies (LEA).

2c.9 How is load balancing performed for customers within each data center as well as between the primary and secondary data center?

Within our PowerSchool Hosting (vendor-hosted) environment, redundant load balancing automatically scales handling capacity by directing traffic and distributing workloads across the application. Secondary data center facilities are utilized for disaster recovery processes in a standby capacity and do not participate in active load balancing.

2c.10 How does your application handle redundancy and failover?

With our PowerSchool Hosting (vendor-hosted) solution, state-of-the-art data center facilities are utilized that incorporate multiple redundancy levels to maintain high-availability infrastructure services. All virtual systems can migrate from the failing hardware to a healthy physical machine. Data storage utilizes SSD-backed volumes that are configured to avoid single points of failure and delivers high-performance and low-latency disk support for mission-critical applications. The core network utilizes highly available and scalable network services to deliver PowerSchool product content with low latency and high data transfer speeds. Internet connectivity is provided through multiple redundant Tier-1 Service Providers with unlimited network throughput capabilities.

2c.11 Does the application conform to the Assistive Technology Standard (Section 508)? If not, is there a plan to migrate the application to conform to the Assistive Technology Standard using a timeline that is agreeable to all parties?

We acknowledge and endorse the work of the Web Accessibility Initiative of the World Wide Web consortium on the Web Content Accessibility Guidelines 2.0 (WCAG 2) as well as the work of United States Access Board and the Information Technology Advisory Committee (TEITAC) on their Section 508 Refresh Drafts. PowerSchool Group's development teams are updated regularly with new techniques for accessibility. In summary, PowerSchool is designed and developed with the following in mind:

- **Alternatives:** Provide alternatives for sounds and images that provide information.
- **Coding:** Write UI code according to standards so that varying operating systems, browsers, access methods, and assistive technologies will be supported.
- **Color:** Choose text colors that pass standards for good readability. Design with colorblind users in mind.
- **Executive:** Consider accessibility when choosing technologies and publishing options. Document your product's accessibility.
- **System Functionality:** Allow learners or instructors:
 - To control time limits, motion, and audio to avoid distraction and adjust for differing needs.
 - To make their own content accessible while authoring in PowerSchool Group systems.

We take accessibility seriously. PowerSchool Special Programs native functionality is compatible with the with World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG). We periodically test our application for compliance against WCAG updates. We address any items that are raised in a timely manner.

2c.12 Please provide details of the recommended client hardware and software (including operating systems, plug-ins, libraries, etc.) for optimal application performance.

The PowerSchool Special Programs platform is fully web-based and can be accessed 24x7 from a variety of client endpoints such as desktops, laptops, and mobile devices with Internet access through a common web browser. There are no specific client hardware or operating systems requirements other than having a supported web browser, which includes the latest two versions of Microsoft Edge, Mozilla Firefox, Google Chrome, and Apple Safari. Legacy web browser configurations may be compatible and continue to operate properly but are no longer supported or tested. Additionally, there are no web browser plugins or third-party client software components required.

(2d) Developing and Coding

2d.1 Please describe your company's development methodology including roles, responsibilities, activities, and tasks particularly as this relates to realizing the features on the product roadmap.

PowerSchool uses the Agile software development method. We continually meet with customers to understand their needs and pain points. Our product management team plans the roadmap of development work based on customer value and time taken to realize the items. The product management team also works with internal PowerSchool stakeholders to ensure that high standards are met in support, performance, security, and responsiveness. As an industry leader, we stay ahead of industry and technology trends with valuable, proven approaches.

Our software development engineers are highly trained and experienced professionals who specialize in the products they develop. They work with their scrum teammates, including product management, other software developers, quality assurance, user-experience designers, and product documentation to deliver valuable capabilities that are easy to use and make our customers' lives easier. We encourage all team members from all functions to immerse themselves in the education industry, the latest trends in EdTech, and to meet regularly with customers to ensure they understand our customers' perspective as they develop the product.

Quality is crucial to our product development. We build many different facets into our processes to ensure a high-quality experience, examples include but are not limited to the following:

- Prioritizing maintenance and regular updates in our release plans to keep our products up-to-date and running smoothly.
- Performing regular quality reviews assessing our escaped defect metrics, root cause analysis, time to resolution, and opportunities to improve development team performance as part of our product development process.
- A skilled and experienced quality assurance team that tests every aspect of each feature.
- A skilled and experienced quality assurance team that automates quality tests, so that each new feature will be tested going forward.

We practice DevOps, where our software developers are involved in production support and issues to ensure quality code is developed and optimized. They work closely with our support

and cloud operations team and deploy best in class tools to proactively identify and resolve issues.

2d.2 Please describe your company's coding strategy /standards used to develop applications.

PowerSchool follows an agile Software Development Lifecycle (SDLC) as the guideline for how PowerSchool applications are designed, developed, tested, and maintained. As PowerSchool develops many applications with unique product and customer needs, each application development group is responsible for documenting the SDLC procedures they will use or adopting a documented SDLC procedure already in use at PowerSchool. SDLC procedures are approved by the PowerSchool Chief Technology Officer (CTO) and Chief Product Officer (CPO). Each SDLC must meet the following PowerSchool-wide requirements:

- Multi-Year roadmap is established to guide the strategic direction of the product's development.
- Approval process established for all feature and improvement development prior to execution.
- Use of the PowerSchool standard ticketing management system.
- All epics, stories and defects must have applicable ticket. Large features or defects may be broken into multiple tickets for execution purposes.
- Changes to production software must be reviewed through release management procedures prior to being promoted to production; developers cannot promote the code they write.
- Changes to production software must be tested through documented testing procedures; untested code cannot be pushed to production.
- Priorities align to requirements in the Change Management Policy.
- Release procedures align to requirements in the Change Management Policy and subsequent procedures.

PowerSchool has a formal Change Management Policy that manages the application and infrastructure changes to production to provide stable, reliable, quality products, and services to our customers and PowerSchool personnel. This policy is designed to provide an orderly method in which changes to the production environment are requested and approved prior to the installation or implementation. The purpose is not to question the rationale of a change, but to ensure that all elements are in place, all parties are notified in advance, and the schedule for implementation is coordinated with all other activities within the organization.

2d.3 Please describe secure coding methods used.

PowerSchool is committed to integrating information security into its software development life cycle (SDLC) based on Open Web Application Security Project (OWASP) standards to enable development teams to create applications in a manner that significantly reduces security risks and eliminates security vulnerabilities while ensuring appropriate protection for the information that applications will store, process, and transmit. Our software engineers and testers receive

ongoing secure code training on the latest vulnerabilities and best practices. SDLC processes are in place to guide personnel in documenting and implementing application and infrastructure changes. Ongoing vulnerability scanning of source code, as well as the application, is performed. In addition to vulnerability scans, the application undergoes an annual penetration test performed by a third-party.

2d.4 Does your company have peer review for coding changes? Describe.

Peer Reviews are a required practice for all code committed to the Master code branch. A branch of the code to be committed is created and submitted as a Pull Request to a senior developer who reviews the code and verify it meets the coding standards of PowerSchool. An engineer with the appropriate privileges then approves the code to be merged. Additionally, full automation tests are run against the application daily and any failures are fixed as P0 bugs.

2d.5 Please describe your company's application/code versioning strategy and processes. How will code/configuration be "promoted"?

Promoting code works as follows: after Peer Review occurs, Continuous Integration pipelines pick up the code and execute Unit and Integration tests against it. Once these pipelines are completed successfully, the code will then become part of the Master branch and become available to be deployed with the next planned release.

Special Programs versioning manages three pieces of data: Feature Version, Maintenance Version, and Hotfix version across four variables. For example, in the version 22.11.0.0, "22.11" are considered the Feature Version and represent the "Year.Month" of the Feature Release, this version represents the Feature Release of November 2022. The next value is the Maintenance Version, and the final value is the Hotfix version. 22.11.1.0 would be the first Maintenance Version for the 22.11 Feature Release. 22.11.1.1 would be the first Hotfix version against that same Maintenance version.

2d.6 Please describe the process that will ensure the most recent version of the application/code will be placed in escrow and made available to the State if needed?

PowerSchool may offer an escrow arrangement under which PowerSchool will place the source code of licensed product in escrow for the benefit of the customer pursuant to the terms of a mutually agreeable escrow agreement. Please note that source code escrow is not available for third party software products. PowerSchool is willing to further negotiate the escrow agreement upon contract award, provided that the parties mutually agree that the escrow arrangement is appropriate at the time of contracting.

(2e) Hosting (Cloud Preferred)

2e.1 On which cloud hosting service does your product run?

Through our strategic partnership with Microsoft, PowerSchool leverages Microsoft Azure for its cloud computing infrastructure.

2e.2 Can your cloud hosting service guarantee the State's data will be maintained within the bounds of the continental U.S.?

Yes, with our PowerSchool Hosting (vendor-hosted) deployment, Microsoft Azure data center facilities utilized are within the continental US and ensures data residency boundaries remain within the continental US.

2e.3 How does your company monitor and document activity on the State account(s)?

PowerSchool does not access data within the PowerSchool Special Programs platform itself and is required to obtain customer permission before accessing a customer's environment to troubleshoot issues related to support requests. The customer must define Technical Contact(s) who will be authorized to contact PowerSchool Application Support when needed. Only authorized Technical Contact(s) may submit support service requests and report incidents. All customer requests are logged within ticketing systems that provide visibility to the customer for activity related to the support service request. Within our PowerSchool Hosting (vendor-hosted) environment, access to critical systems for maintenance and back-end administration are controlled and managed by a formal access provisioning process that utilizes an automated password and session management solution that provides secure access control, auditing, alerting, and recording for any privileged account used by PowerSchool Hosting Operations staff to access PowerSchool Hosting systems. Additionally, PowerSchool has a dedicated Security Operations Center (SOC) that provides 24x7 monitoring of security operations and incidents on an organizational and technical level.

2e.4 How specifically does your company encrypt the State's data?

With our PowerSchool Hosting (vendor-hosted) deployment, all web-based access to the PowerSchool Special Programs platform is secured using the latest version of Transport Layer Security (TLS) for encryption of data in transit. The certificates minimally utilize a 2048-bit RSA key with SHA-256 signatures and are issued by a commercial Certificate Authority (CA). Additionally, all systems where sensitive data resides incorporates industry-standard AES-256 data at rest encryption with encryption keys managed and stored using hardware security modules (HSM) that have been validated under FIPS 140-2.

2e.5 What protocols are in place to manage an event such as some loss of State data?

The PowerSchool Special Programs platform supports the ability for IDOE to implement a series of security settings within the application to restrict and protect access to IDOE defined sensitive data including how it is transferred. Internally, PowerSchool leverages data loss prevention (DLP) as part of its security framework to protect its technical infrastructure against unauthorized access. With our PowerSchool Hosting (vendor-hosted) solution, all database servers utilize online log files that allow for point-in-time recovery (PITR) options of database transactions and all database servers incorporate daily full database backups that are replicated to secondary data center facilities for redundancy of recovery options.

2e.6 Please confirm that any data provided by or for the State remains State property and may not be marketed or sold by the Respondent without the express written State consent.

With our PowerSchool Hosting (vendor-hosted) deployment, all data within the platform remains the property of and is solely owned, and thereby controlled, by the IDOE. Data will not be marketed or sold by PowerSchool.

3. Project Management and Staffing

(3a) Project Plans and Schedules

3a.1 Please provide a description regarding how it will meet and address the requirements shared in Section 3: Project Plans and Schedules and include the key milestones in Section 5: Timeline for Project.

With our world class executive leadership team focused on continuous instructional improvement, teaching, and learning strategies and solutions globally, PowerSchool is uniquely qualified to deliver a successful project to IDOE and the many school corporations it supports. Our success in integrations, installations, and deployments can be directly attributed to a best-in-class Professional Services Team providing the training, planning, and preparation that accompanies an implementation of this magnitude.

For this project, Resultant will be responsible for designing the integrated program delivery approach that will leverage, expand, and integrate with IDOE and PowerSchool project management to create an enterprise-level Project Assurance process that operates throughout the entire project lifecycle, using consistent standard project controls and processes. Resultant will achieve this through formal reviews and risk assessments of the project processes and organization, project execution activities, project deliverables, and the environment within which the project operates; all of which align with PowerSchool's standards and processes for successful solution implementation. Using this methodology may provide a framework and wide range of support materials for undertaking the appropriate set of reviews and risk assessments for this project.

Every PowerSchool project adheres to the methods of the Project Management Institute; in fact, many of the professional services resources we use to implement our solutions are Project Management Institute (PMI®) Certified.

Our implementation approach focuses on the achievement of IDOE defined objectives by delivering quality services that maximize resources during the planning, development, and implementation. Our comprehensive plan organizes product and project teams to meet key requirements which include dedicated on-and off-site resources, subject matter expertise, demonstrated technical capability, Indiana relevant experience and local knowledge (e.g., selecting Resultant as our Partner in this endeavor), and to assist with the management of cultural changes related to the rollout of the new system.

Using lessons learned from our numerous large, complex client engagements, our proposed implementation strategy will focus on bringing the right people together to focus on the real implementation issues, leading them to reach agreements on any issues and taking corrective action in support of a successful implementation.

PowerSchool Professional Services creates customized plans that identify needs and establish the appropriate training, implementation, support requirements, and timelines.

Our implementation philosophy focuses on:

- People and partnerships
- Applications of innovative technology
- Customer empowerment through knowledge transfer
- Comprehensive approaches to customer training, services, and ongoing support

Our strategy is executed by:

- Dedicated PowerSchool employees with domain knowledge and change management experience, working in concert with IDOE experts. This collaborative approach offers a smooth and seamless transition.
- Utilizing leading-edge technologies to cost effectively develop, implement, and support the proposed solution.
- Fully involving IDOE SMEs in the implementation process while leveraging their knowledge to enhance project success. The ability to weave new system training (the “what”) with current and/or revised process and policies (the “why”) is the only effective way to obtain long term buy-in from users.
- Developing a project plan that incorporates mutually decided deliverables and milestones, within the timeframe identified in this requirement.
- Continually monitoring, measuring, and managing the plan through its entire execution.

The implementation approach minimizes risk and uncertainties by:

- Using and following a proven, standardized process. Our project management techniques have been developed and refined through many successful implementations.
- Facilitating continuous stakeholder involvement, reviews, and knowledge transfer that build self-sufficiency, minimize costs, and promote widespread buy-in throughout Indiana schools.

- Establishing effective management controls and procedures.

We understand that every project has critical success factors. Our implementation success factors include:

- Clear, concise project scope
- Comprehensive client and vendor role definition
- Achievable project timelines
- Well-defined system standards, infrastructure, and capacity plans
- Steering committee and stakeholder commitment to project
- Implementation of prompt decision-making processes
- Careful management of project resources
- Full-time participation and cooperation of stakeholders
- Active use of an issue-identification and resolution process
- Widespread dedication to project completion, objectives, and goals

3a.2 Please provide an example of a high-level project schedule for this project. This should include your company's tasks, sub-contractor owned tasks (if applicable), and State-owned tasks in an integrated fashion. Include key tasks as part of development, testing, training, data conversion, other key areas of the project.

The following sample project plan is based on our interpretation of the RFP and the project requirements. Changes to the tasks and timelines may be required after initial meetings with stakeholders as we better understand your goals, data, sources, and available resources. The project plan may also change as new information and issues are discovered throughout the duration of the project. Scope change impacting budget and timeline will be managed through by PowerSchool through change requests during the duration of the project. Some tasks may be overlapping in delivery timing or dependent on other tasks prior to starting. The sample project plan does not include modules and features identified as optional in our response.

MAJOR TASKS	TIMEFRAME
Contract Completion:	
Finalization of Contracts	May 2023
Plan Phase:	
Project Kickoff	May 2023
Finalization of Project Teams	May 2023
Finalization of SOW	May – June 2023
Finalization of Project Plan	May – June 2023
Finalization of Training Plan	May – August 2023
Planning	May – July 2023
Installation Test Environment (non-production)	August 2023

System Specification for Hosted Environment and Integrations	August – September 2023
Development Phase:	
Business Process Review [Stakeholders for Core SECM Team]	Phase 1: July – August 2023 Phase 2: August – September 2023 Phase 3: September – October 2023 Phase 4: October – November 2023
Finalization of Requirements [Stakeholders for Core SECM Team]	Phase 1: October 2023 Phase 2: October – November 2023 Phase 3: November – December 2023 Phase 4: December 2023 – January 2024
Sign-off on Business Requirements	Phase 1: October 2023 Phase 2: November 2023 Phase 3: December 2023 Phase 4: January 2024
Application Development and UAT	July 2023 – November 2024
Data Planning and Mapping [Legacy to new SECM profiles]	May – July 2024
PowerSchool Test Mapping Configuration	April – May 2024
Core Team Training Plan Review	May – July 2024
Security, Privacy Planning	May 2024
Core Team Deployment Services Planning	November 2024 & May 2025
Transition to Support	August – September 2025
Execute Phase	
Initiate/Planning for Deployment Phase - PowerSchool Special Programs	November 2024 – August 2025
Configuration of Database—PSSP	December 2024 – March 2025
Configuration of Data for Integration/Import—PSSP	December 2024 – January 2025
System Testing—PSSP	January – March 2025
Data Migration/Planning - Pilot Dry-run & Production Validation/Acceptance	February – April 2025
Migration - Dry Run Validation (up to 10 Instances/3 times)	April – May 2025
Production Go-Live Data Migration Phased Roll-Out	June – August 2025
Perform T3 Training (Train the Trainer)—PSSP	March – May 2025
PowerSchool Special Programs—Go Live	July – August 2025
Monitor Phase	
Maintain all Project Documentation	June 2024 – June 2025
Manage Project Issues/Risks	July 2023 – June 2025
Manage Project Change Controls	August 2023 – July 2025
Closing Phase	

Finalize, Deliver, and receive Acceptance all Project Documentation	March – June 2025
Document Recommended Next Steps	May 2025
Transition to PowerSchool Support	August – September 2025

3a.3 Please describe your company's method of creating the schedule and the method and frequency of maintaining the schedule throughout the project.

IDOE is assigned a PowerSchool project manager who will create a detailed Project Plan to guide the IDOE's PowerSchool implementation project, considering the magnitude of the project and best practices. The project plan will be customized to assure all deliverables in the scope of work are met on time. The project plan will be reviewed with IDOE stakeholders during the kick-off session to assure it incorporates mutually decided deliverables and milestones. The project plan will be maintained by the project manager on an ongoing basis during the deployment project's life.

3a.4 Please identify and describe the tool(s) your company uses to create and manage the schedule.

PowerSchool will use SmartSheets to create and manage the schedule. IDOE will be given access.

3a.5 Please describe methods your company uses to measure schedule performance and how will you know when to escalate schedule risk?

Dependency Management

The PowerSchool Project Manager will use lessons learned from previous, similar engagements along with direct input from IDOE for deployment goals and requirements, to assist with the identification of the project's critical path items and plan for their execution based on their logical relationship. Task conflicts or blocks will be proactively managed to avoid schedule delays and to adhere to the project's timelines. In addition, the detailed project plan will clearly identify tasks' dependencies and tasks will be tied to the project's milestones. Through continual communication, the PowerSchool Project Manager will recommend possible resolutions to tasks' conflicts as soon as a risk becomes an issue, or, in case of resource concerns, as soon as resources become a constraint.

Scope Management

During the Planning Phase of the project, the PowerSchool Project Manager, in collaboration with the IDOE Project Manager will build the final Project Plan through granular scoping. Together, we will determine and document the agreed solution path to meet IDOE needs, which will guide the scope plan and budget allocation. We do not estimate required hours in large lump sums; rather, when going through the initial scoping exercise, we ensure hours are broken down into as much detail as possible. This allows the management of project hours in smaller steps, which will inherently provide greater control and transparency as the project team consumes their allocated hours and meets each assigned task. The ultimate advantage is greater visibility.

Once we have broken down the scope and hour allocations in a detailed way, and hours are being recorded by each project resource, we will reconcile at key points in the project to identify any scope or budget issues. When issues are identified early on, we can take action and correct this trend before it is too late to make a difference. Project reconciliations also present an opportunity to share accurate information related to scope and budget with your project stakeholders.

Project Change Management

PowerSchool adheres to the following Project Change Control procedure if a change to an existing scope of work is required:

- **Communicating Change.** A Project Change Request (PCR) will be the vehicle for communicating change. The PCR describes the change, the rationale for the change, and the effect the change will have on the project.
- **Reviewing Change.** The requesting party reviews the proposed change and determines whether to submit the request to the other party.
- **Beginning the Investigation.** Both project managers review the proposed change and recommend it for further investigation or reject it. PowerSchool will specify any charges for such investigation. A PCR is signed by authorized representatives from both parties to authorize investigation of the recommended changes. PowerSchool will invoice the IDOE for any such charges. The investigation determines the effect that the implementation of the PCR will have on price, schedule, and other terms and conditions of the contract.

- **Authorizing Change.** A written Change Authorization and/or PCR must be signed by authorized representatives from both the IDOE and PowerSchool to authorize implementation of the investigated changes. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the scope of work.

Issue Management

The PowerSchool Project Manager is the first line of issue resolution with any project. When an issue arises between your team and PowerSchool and resolution is required, project team members will first strive to solve it internally through the following steps:

- **Level 1.** If the implementation team cannot resolve the conflict within two working days, the IDOE project manager and PowerSchool project manager will meet to resolve the issue.
- **Level 2.** If the conflict is not resolved within three working days after being escalated to Level 1, the IDOE executive sponsor will meet with the PowerSchool project executive to resolve the issue.
- **Level 3.** If the conflict remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Project Change Control procedure or termination of this scope of work under the terms of the contract.

Our Service Directors are always available for conference if our project team is unable to resolve an issue through the above mentioned steps. And, if necessary, we will arrange for a conference with the appropriate parties to discuss the issue and the options for resolution. During any conflict resolution, PowerSchool agrees to provide services relating to items not in dispute, to the extent practicable pending resolution of the conflict. IDOE agrees to pay invoices per the contract.

During the first phase of the project, PowerSchool and the IDOE project team collaboratively develop a detailed scope of work and project plan using PMI methodologies, the business process and solution blueprinting results, and the defined goals of the IDOE. Once the detailed scope of work and project plan are agreed to and accepted by the IDOE and the implementation team, the PCR process is implemented for any changes to the plan that result in changes to scope, price, deliverables, and project timelines.

(3b) Project Meetings

3b.1 Please provide a description regarding how it will meet and address the requirements shared in Section 4: Project Meetings.

PowerSchool agrees to the commitments in Section 4 Project Meetings, including facilitating virtual weekly status meetings with IDOE stakeholders to address all aspects of the project. During the meetings, we typically discuss project details, including requirements, schedule, issues, and work updates. From each meeting, an updated issues log is created noting a summary of discussion, any action items, critical information necessary for program success, any dependencies, and key dates from the schedule. PowerSchool typically relies on Zoom for virtual

meetings, and shares the recordings with stakeholders, but we can use Microsoft Teams is that is preferred by IDOE. We will provide the required meeting documentation per the requirements, including an agenda and meeting minutes within the given timeframe.

Additionally, we will provide the requested status reports in the requested timeframe. As noted in the previous response, we also document any risks and follow a specific process for change management requests.

(3c) Timeline for Project

**Placeholder to retain number alignment with Scope of Work. Technical question for Scope of Work Section 5 is included in 3. Project Plans and Schedules.*

(3d) Staff Qualifications

3d.1 Please provide a description regarding how it will meet and address the requirements shared in Section 6: Staff Qualifications (6a) Program Manager and Project Management Team.

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 most useful student information system to help schools, school corporations, administrators, teachers, parents, and students succeed. All PowerSchool personnel are highly qualified and work in a cross-functional environment to provide comprehensive K-12 education products designed to meet the core data management needs of the K-12 educational community. See [appendix B](#) for PowerSchool Team Member bios.

We are also partnering with Resultant to provide project management support, as they are familiar with IDOE stakeholders, goals, and data.

3d.2 Please provide a description regarding how it will meet and address the requirements shared in Section 6: Staff Qualifications (6b) Indiana IEP/ILP Help Desk.

PowerSchool invests in highly skilled individuals to meet all your support needs. In addition, the Customer Success Team will provide support throughout our partnership. An experienced Customer Success Manager (CSM) will assist in all aspects--providing customized strategic recommendations and will serve as your primary point of contact at PowerSchool.

The PowerSchool Services and PowerSchool Support teams have each been recognized as award winners in the 15th Annual Stevie Awards for Sales & Customer Service. We are proud of the entire team for this recognition that validates the great work we have been doing to delight our customers. PowerSchool has won two Silver Stevies in the front-line customer services and contact center category for technology companies: PowerSchool Services Team of the Year & PowerSchool Customer Service and Contact Center – Front Line Customer Service Team of the Year.

The Stevie Awards for Sales & Customer Service recognize the achievements of contact center, customer service, business development, and sales professionals worldwide. Winners are determined by the average score of more than 160 professionals on nine specialized juries. PowerSchool was the only K-12 edtech company recognized in the category.

Talkdesk, Inc. has selected PowerSchool as a winner of their CX Innovator Awards for 2021. The CX Innovator Awards recognize companies who have reshaped their customer experience (CX) using Talkdesk technology. PowerSchool was recognized with the CX Integrator Award for empowering customers to easily engage via their preferred channel to help them get support with the least effort. PowerSchool's reduced call times, doubled quality audits per month, improved agent satisfaction, and three-percentage point increase in phone CSAT were all factors in choosing PowerSchool for this award.

PowerSchool has also been recognized with the Excellence in Customer Service Award 2021 from the Business Intelligence Group and The Association of Support Professional, Best Support Websites 2020.

With a growing team of over 900 Customer Care Team members, PowerSchool is fully committed to meeting the full Services needs of IDOE and your school corporations. Our long and successful history in education has come by establishing and maintaining positive relationships with state departments of education, school customers, and their agents. To build trusting relationships, we establish clear expectations, maintain open communication, and deliver on time and within budget.

3d.3 Please provide a description of how customer support is triaged. Please describe available self-service follow up and case follow up methods.

Upon receiving a support ticket via PowerSchool Community portal, a PowerSchool support specialist acknowledges the ticket and sends an initial reply back on the case within the targeted response time. Based on the severity of the issue, a Tier 1 Support specialist triages the issue, utilizing our available tools, our internal Knowledge Base, and system access, as available or applicable.

If the Tier 1 specialist is able to determine the reason for the issue and fix the issue or advise on how to fix the issue, the details are communicated back on the open case for the Requester to act or acknowledge. If additional details or information are needed, the Tier 1 team member requests that information in the case for the Requester to provide. In certain situations, and as needed, the Tier 1 specialist may request that the customer engage in a video session, virtual meeting, or Bomgar session to live-triage the issue with the Requester or to gather additional details.

During the overall triage process, the Tier 2 specialist provides periodic updates via the open case—including incremental progress and/or next steps. If the Tier 1 support specialist determines that the issue requires deeper technical triage such as checking logs etc., the case is escalated to Tier 2 team.

Tier 2 specialist triages the issue utilizing the tools and resources available. If the Tier 2 specialist is able to determine the reason for the issue and fix the issue or advise on how to fix the issue, the details are communicated back on the open case for the Requester to act or acknowledge. If additional details or information is needed, the Tier 2 team member requests that information in the case for the Requester to provide. In certain situations, and as needed, the Tier 2 specialist may request that the customer engage in a video session, virtual meeting, or Bomgar session to live triage the issue with the Requester or to gather additional details. During the overall triage

process, the Tier 2 specialist provides periodic updates via the open case--including incremental progress and/or next steps.

If the Tier 2 specialist is unable to resolve the issue or needs additional help, the Tier 2 specialist will escalate the issue to Tier 3 (Development team) for further review and assistance.

Similarly, upon receiving a phone call for support of our solution, a PowerSchool support specialist triages the issue, on the call, utilizing the tools, internal Knowledge Base, and system access as available or applicable; if additional information is needed, the specialist will work with the customer to gain further insights about the reported issue.

If the Tier 1 specialist is able to determine the reason for the issue and fix the issue or advise on how to fix the issue, the details are communicated back on the phone call; if additional time is needed to triage the issue, a case is logged, and case number is provided to the caller for future reference. If additional details or information is needed, a Tier 1 team member requests that information in the case for the Requester to provide. In certain situations, and as needed, the Tier 1 specialist may request the customer engage in a video session, virtual meeting, or Bomgar session to live triage the issue with the Requester or to gather additional details.

During the overall triage process, the Tier 2 specialist provides periodic updates via the open case--including incremental progress and/ or next steps.

If the Tier 1 support specialist determines that the issue requires deeper technical triage such as checking logs etc., the logged case is then escalated to Tier 2 team. A Tier 2 specialist triages the issue utilizing the tools and resources available. If the Tier 2 specialist is able to determine the reason for the issue and fix the issue or advise on how to fix the issue, the details are communicated back on the open case for the Requester to act or acknowledge. If additional details or information is needed, the Tier 2 team member requests that information in the case for the Requester to provide. In certain situations, and as needed, the Tier 2 specialist may request the customer engage in a video session, virtual meeting, or Bomgar session to live triage the issue with the Requester or to gather additional details. During the overall triage process, the Tier 2 specialist provides periodic updates via the open case--including incremental progress and/or next steps.

If the Tier 2 specialist is unable to resolve the issue or needs additional help, the Tier 2 specialist will escalate the issue to Tier 3 (Development team) for further review and assistance.

Upon receiving a Chat, PowerSchool support specialist triages the issue, on the chat, utilizing the tools, internal Knowledge Base, and system access as available or applicable; if additional information is needed, the specialist asks the customer for additional information and clarification. If the Tier 1 specialist is able to determine the reason for the issue and fix the issue or advise on how to fix the issue, the details are communicated back on the chat; if additional time is needed to triage the issue, a case is logged and case number is provided to the caller for future reference. If additional details or information are needed, the Tier 1 team member requests that information in the case for the Requester to provide. In certain situations, and as needed, the Tier 1 specialist may request the customer engage in a video session, virtual meeting, or Bomgar session to live triage the issue with the Requester or to gather additional details.

During the overall triage process, the Tier 2 specialist provides periodic updates via the open case—including incremental progress and/ or next steps.

If the Tier 1 support specialist determines that the issue requires deeper technical triage such as checking logs etc., the logged case is then escalated to Tier 2 team. A Tier 2 specialist triages the issue utilizing the tools and resources available. If the Tier 2 specialist is able to determine the reason for the issue and fix the issue or advise on how to fix the issue, the details are communicated back on the open case for the Requester to act or acknowledge. If additional details or information is needed, the Tier 2 team member requests that information in the case for the Requester to provide. In certain situations, and as needed, the Tier 2 specialist may request the customer engage in a video session, virtual meeting, or Bomgar session to live triage the issue with the Requester or to gather additional details. During the overall triage process, the Tier 2 specialist provides periodic updates via the open case—including incremental progress and/or next steps.

If the Tier 2 specialist is unable to resolve the issue or needs additional help, the Tier 2 specialist will escalate the issue to Tier 3 (Development team) for further review and assistance.

3d.4 Please provide a description regarding how it will meet and address the requirements shared in Section 6: Staff Qualifications (6c) Transition Assistance.

Upon successful implementation of PowerSchool Special Programs, PowerSchool will provide a transition plan that minimizes risk and allows for the efficient identification and remediation of issues that arise.

(3e) Project Management and Staffing

3e.1 Please provide a high-level document to describe your company's project management approach and methodology for this project.

Successful implementation of any new student-centered system requires proven management and methodology. PowerSchool provides state agencies, schools, and school corporations with a total implementation solution. This is a comprehensive package of services delivered by an experienced team of product, technology, and education experts, designed so that your PowerSchool implementation project meets your unique needs and expectations. PowerSchool will be partnering with Resultant to provide a best-in-class experience tailored to IDOE's specific needs for this project.

Philosophy

At PowerSchool, we approach each project as a relationship with our customer. Our long and successful history in education has come by establishing and maintaining positive relationships with state departments of education, school customers, and their agents. To build trusting relationships, we establish clear expectations, maintain open communication, and deliver on time and within budget.

Our implementation approach focuses on the achievement of the customer-defined objectives by delivering quality services that utilize and maximize resources effectively and efficiently during the planning, development, and implementation.

Implementation success factors include the following:

- Clear, concise project scope
- Comprehensive client and vendor role definition
- Achievable project timelines
- Well-defined system standards, infrastructure, and capacity plans
- Steering committee and stakeholder commitment to project
- Implementation of prompt decision-making processes
- Careful management of project resources
- Full-time participation and cooperation of stakeholders
- Active use of an issue-identification and resolution process

Methodology

Our implementation process is based on proven success, building on a collaborative relationship between our customer and our service teams. PowerSchool has been implementing educational technology systems for more than 40 years and has leveraged this experience to develop our current implementation process. Our process includes collaboratively working with the customer to establish a well-defined plan that is used to lead the project through the implementation process, then monitor and control that plan through successful completion. This is completed with easy-to-understand, useful, and detailed tools that are based on the Project Management Institute (PMI) framework, providing you with proven project management techniques.

While we offer various levels of offsite and onsite implementation services, which you can adjust to best suit your needs and budget, our standard implementation will address core system functions to prepare your schools to go live with a full suite of PowerSchool Special Programs offerings. Additional implementation and supporting services (i.e., training, customization, consulting, and data services) are available and can be tailored to meet your needs.

Our strategy is executed by:

- Dedicated PowerSchool employees with domain knowledge and change management experience, working in concert with IDOE experts. This collaborative effort offers a smooth and seamless transition.
- Utilizing leading-edge technologies to cost effectively develop, implement, and support the proposed solution.
- Fully involving and training teachers, school, and IDOE staff in the implementation process while leveraging their knowledge to enhance project success. This process empowers staff to drive the adoption of the solution, building skills and self-sufficiency as quickly as possible.

- Developing a project plan that incorporates mutually decided deliverables and milestones.
- Continually monitoring, measuring, and managing the plan through its entire execution.

The implementation approach minimizes risk and uncertainties by:

- Using and following a proven, standardized process. Our project management techniques have been developed and refined through many successful implementations and including an overall program manager.
- Facilitating continuous stakeholder involvement, reviews, and knowledge transfers that build self-sufficiency, minimize costs, and promote widespread buy-in throughout IDOE.
- Establishing effective management controls and procedures.

Program Management

PowerSchool will provide Integrated Program Delivery Leadership through our proven Project Assurance Methodology. Our model goes beyond the traditional mechanisms of project management and focuses on delivering measurable results that drive real impact for IDOE. Our approach will provide IDOE and PowerSchool with delivery assurance that will include value-based metrics to measure progress, realistic time horizons to meet critical milestones of the business, strategic roadmaps, and well-defined levels of effort. This drives real change, efficiency, and steady progress in a highly collaborative manner. PowerSchool's approach ensures visibility, accountability, and effective, independent, expert guidance.

PowerSchool will be responsible for designing the integrated program delivery approach that will leverage, expand, and integrate with IDOE and PowerSchool project management to create an enterprise-level, Project Assurance process that operates throughout the entire project lifecycle, using consistent standard project controls and processes. PowerSchool will achieve this through formal reviews and risk assessments of the project processes and organization, project execution activities, project deliverables, and the environment within which the project operates. Using this methodology may provide a framework and wide range of support materials for undertaking the appropriate set of reviews and risk assessments for your project.

A new systems implementation project can be complicated due to planning, required communication, and necessary processes to control along the way. PowerSchool has distilled the process into the following key areas and deliverables, which your PowerSchool project manager will lead you through, are detailed below.

Initiation

Soon after contract award, PowerSchool designates a Project Manager to conduct a pre-planning meeting. This meeting is designed to review the following:

- Services purchased
- Tools to be utilized for implementation
- Roles and responsibilities
- Planning the project and timeline and determining implementation dependencies

Addressing these high-level details allow your primary implementation staff to begin work immediately to assemble a project team and collect items needed for implementation going forward.

Planning

Your PowerSchool Project Manager leads you through planning, which includes the following:

- A formal Kick-Off call/meeting
- Business review
- Configuration information collection
- Business process change awareness
- Training plans/scheduling

Most planning occurs during the early part of the implementation project, but several items are ongoing or integrative.

Execution

During the executing phase, most of the work is completed to configure PowerSchool and prepare your staff to go live with PowerSchool. Your PowerSchool Project Manager keeps the project moving and assists you with product configuration decisions and questions throughout implementation to meet defined objectives.

The project plan details project deliverables and progress, which includes PowerSchool setup/configuration, guided data migration and validation, security setup, training plans, registration forms, user procedures, and several other items.

Monitoring

Your PowerSchool Project Manager is in continuous communication and updates the project plan or scope of work as primary implementation items are completed. While issues and risks will arise in almost any project, PowerSchool assists you to identify and minimize or resolve risks. We also track major milestones and adjust the project plan and timeline as needed.

Closing

Once purchased services are executed and deliverables are completed, you enter the closing phase of the implementation project to finalize project activities. This is a chance to review all checkpoints, statuses, and any outstanding items and deliverables before signing off on project completion. PowerSchool closes the project with your agreement and provides you with recommendations on next steps and first year preparation items to allow movement into post-implementation activities.

Project Manager Services

IDOE is assigned a PowerSchool project manager who will create a detailed Project Plan and a Statement of Work that will be used as the guide to IDOE's PowerSchool implementation project. These documents guide you through the implementation of your new PowerSchool system. It shows how your products work together to offer IDOE a cohesive student reporting environment.

Collaboration is a necessary component of the success of the project. IDOE's involvement and active participation are key. Throughout the project there will be core components required from you to move forward with the project; these are communicated clearly in advance through the creation of the Project Plan and Statement of Work.

3e.2 Complete Attachment F2 Resource Usage Matrix Template to provide the number of hours the Respondent expects to commit to the project and the number of hours estimated for the State resources. These amounts should be based on the functionality the State desires, included in this RFP. Any assumptions related to the number of the Respondent Project Team and the State Team staff, roles of staff, and duration of involvement used in the development of the resource hour estimates should be outlined here.

Hours and staff identified for this project are based on our understanding of the scope of the project detailed in the RFP. We may bring additional staff into the project to increase efficiency or address unique situations and requests. If changes in staff, including the reliance on approved subcontractors for this project, will be identified, documented, and sent for approval by IDOE stakeholders.

3e.3 Please provide an overall project organizational chart that includes roles / responsibilities on your team as well as expected roles / responsibilities at the State to help ensure project success. This should mirror the roles outlined in the **Attachment F2 Resource Usage Matrix Template**.

The following table provides the proposed PowerSchool resources and Project Leaders **for the migration to PowerSchool**.

Role	Experience/Ability	Responsibilities
Program Manager	PowerSchool Account Representative responsible for the overall relationship with IDOE, this individual works with your executives to understand your priorities and goals	<ul style="list-style-type: none"> • Maintains overall relationship with the IDOE executives • Provides resolution to critical project issues • Interfaces with Executives • Serves as liaison between PowerSchool Executive teams
Project Oversight	PowerSchool Senior Executive responsible for the overall project delivery. This individual works with your executives to understand your project and service's priorities and goals.	<ul style="list-style-type: none"> • Provides funding resources for the project • Oversees management of contract and resolve contract issues • Resolves any implementation related issues that cannot be resolved by the PowerSchool Project Manager • Performs periodic quality management reviews

	Provides project oversight, executive and project communications and quarterly reviews, and serves as the point of contact for any project related escalations.	<ul style="list-style-type: none"> • Interfaces with Executives • Serves as liaison between PowerSchool Executive teams
Project Manager	<p>Responsible for the implementation and deployment of your PowerSchool solution. This individual is the primary point of contact for the IDOE Project Manager and responsible for your satisfaction.</p> <p>Provides functional team task management, oversees the timeliness and accuracy of PowerSchool's deliverables.</p> <p>Budget & resource management, project status reporting, business analysis, database setup and configuration, guided data migration and prepares to open school on the new solution</p>	<ul style="list-style-type: none"> • Works in partnership with the IDOE's Project Manager • Provides project status reporting and project communications • Works with and develop the final mutually agreed on Project Plan • Monitors and manages the PowerSchool side of the contract and provide Project Change Orders as required by the described process • Solves issues between IDOE and PowerSchool to prevent escalation into a contract issue • Prioritizes new project work, scheduling of deployment, and data loading activities • Handles ongoing maintenance and production support activities and manages dispute resolution while project is in implementation • Identifies ways in which the IDOE can take maximum advantage of opportunities resulting from the migration to PowerSchool • Provides best practices for implementation and ensure customer satisfaction
PowerSchool Special Programs Application Specialists—Primary & Secondary	Responsible for the setup and installation related to PowerSchool Special Education	<ul style="list-style-type: none"> • Assists the project manager and the customer in all areas of PowerSchool Special Education implementation • Provides PowerSchool Special Programs expertise throughout setup, configuration, testing, and training activities

Trainer	Responsible for customer training plans, methods, documentation, and training delivery	<ul style="list-style-type: none"> Assists the project manager and the customer to develop the custom transition plan for bringing professional development and product expertise to the process Collaborates to develop, manage, and deploy the customer training plan Manages all Product Training resources Performs training sessions and assists to customize training materials for IDOE
Data Services Specialist (includes Data Integration Specialist & Data Migration Specialists)	Responsible for assisting the PowerSchool Project Manager with the migration and integration of customer data from your legacy system to PowerSchool	<ul style="list-style-type: none"> Works with PowerSchool project manager and/or the IDOE Data Specialists to analyze current data and create data conversion plan
OCM Specialist	Responsible for helping to coordinate and deliver a better client team and impacted stakeholder experience	<ul style="list-style-type: none"> Works alongside implementation team to lead efforts related to the people-side of change throughout the project
Product Development Engineer	Responsible for understanding scope of project and necessary customizations. Recognizes potential risks and informs Project Manager of potential impact to scope.	<ul style="list-style-type: none"> Assists in gathering requirements, managing execution of customization tasks, and guiding testing implemented solution
<p>Project staffing will occur during contract negotiation and once a firm project kickoff has been identified. Additional roles and team members may be required upon establishing an agreed upon Statement of Work.</p>		

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

IDOE ROLE	RESPONSIBILITY
IDOE Project Lead	<ul style="list-style-type: none"> • Heads IDOE project steering committee • Responsible for approving and establishing customer-wide policies, procedures, and standards; escalation point for customer issues • Prioritizes IDOE'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 IDOE project resources; facilitates and tracks executions of IDOE's project tasks; serves as single point of contact between PowerSchool Implementation Team and other IDOE stakeholders. • Monitors and reports progress to IDOE'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 IDOE's project team members; facilitates communication between IDOE stakeholders
System Administrator	<ul style="list-style-type: none"> • Identifies and allocates IDOE'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 • Deploys future PowerSchool releases
Subject Matter Expert	<ul style="list-style-type: none"> • Gathers customer/school reference and setup data • Inputs setup data into PowerSchool
Data Analyst	<ul style="list-style-type: none"> • Performs customer data analysis, clean up, and data mapping • Performs data imports and validates integrity of converted data; analyzes, develops, and unit tests extract and import routines as required to interface PowerSchool data into and out of IDOE's legacy system
Trainer	<ul style="list-style-type: none"> • Works with PowerSchool Training Team to create IDOE's training plan • Coordinates IDOE's trainer resources • Ensures successful training of IDOE'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 & confirms successful execution of training

Test Coordinator	<ul style="list-style-type: none"> • Confirms validation and approval of converted data • Conducts system readiness planning and testing to ensure business scenarios support IDOE's use of PowerSchool Special Programs
Application Administrator	<ul style="list-style-type: none"> • Performs ongoing, customer-specific maintenance of PowerSchool application, such as adding/deleting user accounts, managing configuration tables, importing, or exporting regular reports
Post-Implementation Team	
IDOE ROLE	RESPONSIBILITY
System Administrator	<ul style="list-style-type: none"> • Participate in the PowerSchool installation & training • Set up users • Troubleshoot issues with system • Customize web pages • Coordinate & implement data standards • Monitor school connectivity
Network Administration	<ul style="list-style-type: none"> • Ensure that the network is configured and running efficiently with the TCP/IP protocol • Track down network congestion/slowdown due to poor bandwidth • Overall Administration of Windows 2000 Active Directory (AD) infrastructure (for future AD integration)
Software Administration	<ul style="list-style-type: none"> • Participate in the PowerSchool installation & training
Database Administration	<ul style="list-style-type: none"> • Participate in the PowerSchool installation & training • Set up users (depending on who will be responsible for defining security requirements for the schools) and security access level
Report Generation	<ul style="list-style-type: none"> • Develop custom reports for IDOE • Create indexes to improve report performance (optional) • Posting and managing of report content to ensure they are current • Manage security to the reports
Customization	<ul style="list-style-type: none"> • Create custom PowerSchool pages • Maintaining custom pages to ensure data integrity and accuracy • Develop & test export routines for data transfer to other systems (optional)
Help Desk Support	<ul style="list-style-type: none"> • Support the schools and end-users in by diagnosing problems • Provide users with fast, efficient, and informative solutions • Read and maintain knowledge of current versions and updates of PowerSchool to provide technically accurate solutions to their end-users • Attend training sessions as necessary to remain abreast of new functionality

3e.4 Please provide an overall project organizational chart that includes roles/responsibilities on your team as well as expected roles/responsibilities at the State to help ensure project success.

The tables presented in 3e.3 represent the roles and responsibilities for PowerSchool and IDOE to ensure project success.

3e.5 How will requests/requirements from this project be prioritized in comparison to other customers given the importance of timely updates?

For the IDOE state model application development, PowerSchool will provide the following:

- Dedicated application development team will work on the IDOE state model for the duration of the building and implementation of the application based on the final requirements signed off by IDOE as part of the business process requirements process.
- For 1 year after go-live, PowerSchool will provide monthly updates to the state model, if needed.
- After the first year of production use, PowerSchool will provide regular IDOE state model application updates (typically 3-4 per year).
- PowerSchool will also provide critical maintenance (Priority 0/1) as needed.

PowerSchool will also give priority to the aspects of this IDEO build and implementation project that require application development updates to the Special Programs global platform.

(3f) Requirement Validation, Management, and Design

3f.1 How will your company define, review, confirm, validate, elaborate, and understand the State's requirements? Include examples of requirements' documents generated for similar projects.

BUSINESS PROCESS REVIEW. As the first step in your implementation, PowerSchool will perform a Business Process Review (BPR) to learn more about how you are utilizing your current technology system. Based on the results of the BPR and guided by best practices, PowerSchool's consultants will build-out the roadmap for your Unified platform. The recommendations will all be documented and provided to you through a walk-through of the analysis.

This approach will include the following steps

1. Examining current process map
2. Analyzing the process roadmap and the accompanying vision
3. Assessing potential process gaps and associated risks to the implementation
4. Aligning the process vision with the implementation including communication, configuration, training, and the project plan tasks and dependencies
5. Synthesizing and documenting specific end user process steps by functional area within the broader process picture
6. Documenting recommendations regarding configuration, performance, and training
7. Implementing change management techniques designed to assist the end user in moving from the legacy systems to the new systems

Benefits the following:

- A deeper understanding of end-user concerns—including all staff and stakeholders within the IDOE
- Translating broad process flows/steps to concrete processes
- Identify gaps in current software practices
- Facilitates a strategic plan for moving forward
- Enhance communication and processes between departments

BPR KICKOFF MEETING. This initial meeting is with stakeholders and process owners involved in all areas that will be improved by PowerSchool Special Programs. Recommended participants include the project sponsor, administrators, functional area managers, and representatives from the user base. The purpose of this kickoff meeting is to provide an overview the process, explain the work involved for PowerSchool, allow IDOE introduce key team members for the business process review project, and provide a forum for the client sponsor to communicate support for the business process re-engineering to their staff.

FOCUS PROCESSES. IDOE staff will define any key processes PowerSchool will focus on during the business process re-engineering. For this stage of the process, it is critical that you select staff that will also participate in the discovery interviews.

SCHOOL CORPORATION REALITIES. IDOE will identify known facts and realities that will impact best practice recommendations. This information will be gathered using electronic instruments and will be focused by the process identified in Step 2 (above). The PowerSchool BPR Consultants may hold remote sessions with process owners and stakeholders as needed to answer questions or facilitate the completion of the data gathering instruments. The school corporations submit this information to PowerSchool at least two weeks before discovery interviews begin.

DISCOVERY INTERVIEWS. PowerSchool will review the documentation created by the IDOE related to “Focus Processes” and “IDOE Realities” and conducts on-site interviews with IDOE team members to better understand current processes and finalize process documentation. If any process documentation is updated by PowerSchool, those updates will be reviewed and validated by the IDOE team.

PRELIMINARY RECOMMENDATIONS. PowerSchool presents its written preliminary recommendations for each functional area for discussion and consultation with the IDOE. The goal of this step is to capture any additional requirements and to answer any questions about PowerSchool’s recommendations.

PRESENTATION OF FINAL RECOMMENDATIONS. PowerSchool presents a formal scope statement detailing its final process and implementation recommendations for adoption and sign-off by the IDOE. Upon final approval, the approved recommendations are provided to the implementation teams to configure the software. Approval by the executive team and the project sponsors marks completion of the BPR portion of the project. All process documentation gathered or generated during the BPR process will be provided to the implementation team. The last step is to use the information gathered during the BPR and setup a preconfigured environment that is the starting point for all subsequent installations.

The following graphic represents a sample Business Process Review Report.

BACKGROUND OF VANILLA SCHOOL DISTRICT

DEMOGRAPHICS

Employees: 17,000 (Approximation)

Student Enrollment: 103,242

Schools: 74 Elementary Schools, 3 "K-8" Schools, 21 Middle Schools, 18 High Schools, 5

Exceptional Schools, 19 Charter Schools, 1 Alternative/Virtual school

Fiscal year: July 1st – June 30th

District Size: Vanilla County Schools is the seventh largest district of State's 67 public school systems and 26th largest out of more than 16,000 districts in the United States.

CURRENT SYSTEM

Vanilla County School District (VCSD) has been using TERMS as their Financial and Human Capital ERP system for almost 24 years.

CHALLENGE

Vanilla County School District (VCSD) has challenges with efficiencies with their current ERP system, TERMS. TERMS has served the school district for 35 years of managing financial, human resources and payroll. The modern needs of Vanilla County School District are not being met with TERMS, and the need for more efficient ways of conducting business are required to keep the school district moving.

Timesheets are being managed between a numbers of systems including paper timesheets, custom designed clocking systems, and AESOP (time & attendance) and have not been reviewed for many years. While VCSD has been running a tight ship, they are looking for ways to improve efficiencies and internal processes within the district. VCSD is looking for a more efficient way to manage data and communicate between the various departments and this Business Process Review is intended to help improve processes and communications for VCSD. |

3f.2 Please identify and describe the tool(s) that will be used to capture, track, and manage requirements throughout the project.

PowerSchool will use SmartSheets and JIRA to capture, track, and manage the requirements throughout the project.

3f.3 Please describe your company's scope management strategy/processes to include capturing, costing, prioritizing, and approving potential scope changes.

As part of the project management plan for the IDOE's project(s), PowerSchool conducts a risk analysis that provides the basis of a risk management plan. The analysis involves the criteria described below.

Risk Analysis

- Identifying risks to the program
- Examining causes of the identified risks
- Determining probability of the identified risk occurring

- Assessing impact (i.e., high, medium, or low) on the program should the risk occur
- Based on this analysis, we capture and document risks in the risk management plan.

Risk Management Plan

- Risk and its corresponding cause
- Probability of occurrence and its corresponding impact ranking
- Mitigation strategies to prevent the risk from occurring
- Contingency strategies should the risk occur
- Strategies for monitoring and managing risks

The following graphic represents a sample Risk Management Plan.

Categories & Risk Statement	Probability	Impact	Overall Score	Symptom, Trigger or Warning Signs	Response	Owner
Missing Conversion Deadlines	High	High	Red	Lack of conversion questions and not checking error logs	Mitigation - Request Conversion Assistance from PowerSchool	District Project Manager
Not Verifying All Converted Data	High	High	Red	No signoffs from school personnel	Mitigation - Schedule verification workshops with school personnel to monitor progress	School Leadership Team and Project Core Team
Difficulty Extracting Data from Legacy System	Medium	High	Red	Not loading data into conversion templates	Transference - Request assistance from legacy vendor or colleague who already converted this data from the legacy system	District Technical Lead
Changing Specs for Custom Projects After Being Authorized and Coded	Medium	High	Red	Multiple revisions of specifications and requesting changes to custom projects after being installed	Avoidance - Have team participation in reviewing specifications before signing off and request conference call with Custom Team for clarifying questions	District Project Manager
Lack of Follow Up on Action Items in Trip Reports	Medium	High	Red	Carry over of action items from week to week	Mitigation - Refer to/review action items in status calls	District Project Manager
Inadequate accountability for end-user participation in training	Medium	High	Red	End users don't participate; End users lack competency in utilizing system to perform their responsibilities	Client will need to conduct additional training sessions or contract for PowerSchool to deliver	District Project Manager

3f.4 How will your company conduct solution design planning and associated communication to the State? Provide example design documents generated for similar projects.

PowerSchool works closely with the IDOE team to ensure that we are in sync on the design. We gather requirements through the Business Process Review process, as described above. After gathering requirements, artifacts are created where need such as mock-ups for documents, application screens, report logic and outputs, and other items to communicate and confirm the intended design. Once requirements are signed-off as finalized by IDOE application development work begins.

The following is a sample document that represents information gathered to influence the design of the solution, as needed.

BACKGROUND OF VANILLA SCHOOL DISTRICT

DEMOGRAPHICS

Employees: 17,000 (Approximation)

Student Enrollment: 103,242

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(3g) Organization Change Management (OCM)

3g.1 What role will your company expect to play in OCM?

To best serve your needs, PowerSchool has strategically partnered with Resultant to provide Organization Change Management for this project.

Resultant's Organizational Change Management (OCM) team takes an integrated approach to change management--embedding key change management activities into the overall project plan. Leveraging Prosci's Change Management Methodology, our strategy for each engagement is customized based on the change characteristics/complexity and the organizational change agility, considering culture and past change experience.

The OCM specialist would be a primary member working alongside the implementation team to lead efforts related to the people side of change throughout the project. Integration of OCM activities into any organizational change significantly increases user adoption and sustainability of the change to deliver desired outcomes. This coordinated approach also delivers a better client team and impacted stakeholder experience.

Resultant helps organizations leverage proven approaches, tools, and templates to address the people side of change. This is done in a three-phased approach, as described below.

- **Planning for Change:** Resultant begins with assessment tools to identify the change characteristics (i.e., size, scope, and complexity), change agility (i.e., organizational readiness), and risk (i.e., highlighting potential barriers). This phase focuses on understanding the organization, impacted stakeholders, and size and scope of change. Outcome of this phase is a formal change management strategy.
 - **Evaluate Change Characteristics and Change Agility** – Through qualitative discussions we will assess scope, magnitude, and complexity of change overall. We will also assess organizational alignment, culture, and clarity around change to uncover organizational barriers or accelerators of change.
 - **Initial Stakeholder Mapping & Change Impacts** – Resultant will identify internal and external impacted stakeholder groups and assess potential cumulative change considerations. This will include review of any current documentation and facilitation of a few end user/group discussions. The result will be a clear understanding of the current state and change impacts by stakeholder group to serve as a foundation in the implementation phase.
 - **Change Management Strategy** – There is not one ‘right’ approach to change management. Managing the people side of change should be customized to fit the needs of your organization and each specific change. Resultant will provide specific recommendations for IDOE’s change management strategy, inclusive of additional considerations and tool examples. As a result of the assessment, the change management strategy will include varying degrees of emphasis in the categories listed below in the Managing Change phase.
- **Managing Change:** Execution of the Change Management Plan is embedded into the overall project plan aligning key activities to engage and inform stakeholders at the right time. This will include varying degrees of emphasis in the following areas:
 - **Sponsorship** – Guides identification of the right sponsor for your change and develops a sponsorship roadmap to engage throughout.
 - **Stakeholder Mapping & Change Impacts Documentation** – Documents what is changing, for who, and by how much. Serves as a foundation for the Communication, Engagement, & Training Plan.
 - **Communication & Engagement Plan** – Recommendation of who, what, when, and how to communicate from an internal and external perspective. Assessment of current communication methods is a first step in leveraging what exists, identifying gaps, and enhancing engagement opportunities. This includes strategies for interactive engagement to create a two-way dialog and feedback loop with impacted stakeholders.
 - **Resistance Management** – Identifies potential pockets of resistance to the change and provides strategies to proactively mitigate and increase adoption.

- **Champions & Super Users** – Identifies, engages, and supports these groups as they engage impacted end users throughout rollout and sustainment phases.
- **Manager Coaching** – Equips managers to support employees through change and look ahead to reinforcing the new way of working (e.g., job descriptions, recognition, performance evaluations, etc.)
- **Training Plan** - In collaboration with specific Training Efforts, the OCM team will provide stakeholder documentation and change impacts to help inform the approach, timing, and key learning requirements of key stakeholder groups.
- **Sustainment Plan** – Recommends adoption tracking metrics, ways to continue engaging impacted employees and driving process improvement. Never an afterthought, defining success and how to measure it starts from the beginning. Resultant recommends adoption tracking metrics as ways to continue engaging impacted stakeholders and driving continuous process improvement. Sustainment planning aligns with the overall governance approach to ensure resource availability and role-clarity to support long term self-sufficiency and success.
- **Sustaining Outcomes:** Implementation is not the end, but a new beginning that focuses on measuring adoption, creating feedback loops, and supporting a culture of continuous improvement. Resultant works to ensure success metrics and organizational and governance structures are in place to support self-sufficiency and sustainment of success.
 - **Success Metrics & Adoption** – Measuring, tracking and interpreting metrics across key organizational, individual, and change management activities and outcomes.
 - **Feedback Loops** – Establish to continue to inform, engage, and support impacted stakeholders beyond go-live. This also serves as key input to a continuous process improvement approach supported by your governance structure.
 - **Governance** – Application of governance to reinforce new ways of working and support decision making for changes to meet the needs of the business--including establishing clarity on hierarchy (including decision roles), how roles should interact with each other, and specific expectations aligned with individual roles.

3g.2 What experience does your company have with OCM activities for similar projects?

Resultant has a formal Organizational Change Management Practice that provides organizational change management services to a wide variety of public and private organizations, and state agencies. While our approaches are customized to meet client-specific needs, all are focused on driving awareness, engagement, and adoption of new data, technology, and processes.

Resultant's experience includes supporting change management within. We have the privilege of supporting the development and adoption of a Project Management Office (POMO) focused on the management of ESSER funds from COVID relief. This effort included change at multiple levels

of the organization with an emphasis on process developments and improvements, outcome identification, thoughtful collaboration, and project prioritization.

Additional relevant experience can be found in the summaries below.

Indiana Department of Health

Project date ranges: June 2022 – Present

The Indiana Department of Health (IDOH) is undergoing a complex series of multi-year digital transformation initiatives to create a data-driven culture and ultimately improve the health and safety of all Hoosiers. Through the Data, Analytics, Reporting, & Technology Transformation project (DARTT), IDOH is seeking to modernize the agency's IT and data capabilities. Projects include standing up a Project Management Office and deployment of a multi-agency cloud-based analytics platform. IDOH recognized the human-centered challenge in sustaining cultural change on top of long-term adoption of new tools. In partnership, Resultant has been tasked with managing the development, implementation, and adoption of these initiatives across IDOH's 42 divisions. Because of Resultant's embedded Organizational Change Management (OCM) approach, we have created a series of OCM campaigns across several workstreams within project DARTT. Each campaign involves establishing a unique change management strategy and case for change, in coordination with Core Change Teams, which include stakeholders from executive sponsors to frontline employees. Efforts are focused on developing and deploying proactive communication, training, and sustainment plans across the agency. The work is ongoing and continues to drive a sustainable human-centric Return On Investment (ROI).

State Education Agency

Project date ranges: September 2021 – Present

Resultant was engaged by a State Education Agency (SEA) to develop and implement a change management strategy to support engagement and adoption of the State's Statewide Longitudinal Data System (SLDS). Into their second grant cycle, the SEA recognized challenges to design, development, and adoption across various internal and external stakeholders were impeding progress towards goals. Resultant completed an assessment phase to assess change characteristics and change readiness. Findings were used to develop a change management strategy to address key challenges, including lack of clear vision, limited awareness, resistance due to data privacy concerns, and negative experiences with past change. As a result of the change management strategy recommendations, Resultant has become an embedded team member for implementation. Clear vision statements, case for change, guiding principles, use case development, and targeted engagement strategies have been developed and are being leveraged to shift the trajectory of understanding and engagement. Work continues to navigate a complex ecosystem of agencies, data sharing agreements, and stakeholders to build momentum towards their SLDS vision.

Georgia Department of Early Care & Learning

Project date ranges: July 2022 – December 2022

The Georgia Department of Early Care and Learning (GA DECAL) set out to stand up a new functional area that would decommission vendor support and provide dedicated support to childcare providers directly. This large-scale process and technology project--known as Provider Relations Unit Formation project--aimed to grow staff from 11 to 36 team members and introduce a state-of-the-art provider payment system to some 2,000 active providers. Resultant supported GA DECAL in creating an organizational change management strategy that would detail the organizational conditions and stakeholder considerations that would enhance or hinder the speed of adoption. Resultant provided a Dedicated Change Manager to analyze the stakeholders needs through interviews, observations, and focus groups. After analysis activities, the Dedicated Change Manager designed an impact and readiness report and a change management strategy. Support for the project also included initial communication assets such as a case for change visual, leadership talking points, and audience specific email scripts.

Another layer of support included building leadership change capability to better support low/medium change efforts. Resultant provided a Change Coach that met with program leaders on a weekly basis to guide managers and executives through role activation coaching. A complementary product that accompanied the weekly Change Coaching included a branded self-service toolkit and an OCM Workshop for applied learning.

Denver Public Schools

Project date ranges: June – December 2021

After a less than successful attempt to transition the school system to Google, Resultant was engaged to support both the technical and people-side of the transition to Google. Despite portions of the District using Google tools, adoption was inconsistent resulting in communication issues. The District was versed in the Prosci change management methodology but lacked the resources to develop and deploy the strategy. Certified in the Prosci change management methodology, Resultant expanded the project team to include a change management focus. Resultant, the Google project team, and the client project team collaborated to consider the best change management approach to help enable user adoption through the various stakeholder groups. This change strategy was implemented through a three-phased implementation of OCM as a part of the data migration project. Leveraging existing documentation and past experience, Resultant conducted focus groups across stakeholder groups to align on requirements and resistance. Change management strategy included an overall vision, stakeholder mapping, integrated project plan, resistance management, and communication. Resultant also worked to create a change champion network to support schools during rollout and beyond to sustain the change.

AARP Experience Corp

Project date ranges: 2019 - Present

The pandemic was the impetus for AARP Experience Corp to make an unplanned and immediate pivot to virtual tutoring. As an intergenerational volunteer-based tutoring program with over 30 programs nationwide, Resultant first worked to inform, engage, and support the unplanned transition. After the immediate needs were met, Resultant worked with AARP Experience Corp

to develop a change management plan to support the design, development, and deployment of a custom virtual tutoring platform to be used by program staff, volunteers, schools, and students. Stakeholder and journey mapping served as a foundation for documenting requirements, user testing, communication, and training. As a result of this effort, Resultant is now expanding their support to develop an enterprise-wide approach to change management ensuring visibility, coordination, and governance around multiple significant change initiatives. Moving into 2023, Resultant is also driving organizational and process optimization to redefine of program-level support and position the organization to accelerate to meet national growth goals.

3g.3 Please describe your company's expectations and recommendations for OCM for this project.

As organizations embark on projects from new technology implementations to full business transformations, a clear vision of "why" and defined organizational success metrics are critical. Achieving success is dependent on successful implementation of both the technology solution and stakeholder adoption and usage.

Change management should not be considered a separate effort, but a critical component of an integrated project plan. We have approaches and tools to help organizations prepare for the change, manage the change, and reinforce the change. Ensuring stakeholders are aware, prepared, and set up for success leveraging the new process, technology, or way of working is essential.

While specific recommendations will be delivered as a part of the change management strategy as detailed above, there are a few overall recommendations based on this type of effort recognizing the size, complexity, and known stakeholder groups.

Resultant recommends significant focus on identifying, understanding, and engaging the wide variety of stakeholder groups that will be impacted by the Individualized Education Program (IEP)/Individualized Learning Plan (ILP) Management System. Targeted communication and engagement strategies will be critical to ultimate adoption and proficiency in new ways of working.

Resultant recommends first developing a compelling case for change as a foundational element of OCM efforts. This focuses on articulating the overall vision or 'why'. Clarity around current-state pain-points and future-state benefits are essential to establishing a common understanding. Leveraged throughout the project, the case for change helps anchor overall communication messaging to ensure the overall strategy and vision are not overshadowed by day-to-day activities.

Leveraging the Prosci Management Methodology, Resultant recommends implementation of strategies aligned with the ADKAR model. This model helps to move individuals and groups through change by ensuring the right communication and engagement strategies are utilized in alignment with the overall project milestones. Specifically, ADKAR focuses first on creating **Awareness** through broad based communication strategies, then **Desire** by targeting messaging

based on stakeholder-specific benefits, followed by **Knowledge** to share specific details on how the change will impact them. **Ability** to operate in the new ways of working occurs during training and go-live, while **Reinforcement** efforts support ongoing engagement and usage post go-live.

Effective change management cannot be achieved by the consultant or partner without ongoing engagement and collaboration with the organization. Expectations for IDOE would include ongoing access and engagement of key internal resources to help support the people side of change. This would include departments or resources that exist to support key change management functions like communications, learning and development, or have responsibility associated with key internal or external stakeholders.

4. Data Migration, Integration, and Testing

(4a) Integration with State and Local Systems

4a.1 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2c1) Integration with State and Local Systems.

As part of our proposed solution, PowerSchool will adapt the PowerSchool Special Programs application to integrate with the IDOE Data Exchange API by making calls (GET, POST, DELETE) to the Ed-Fi API as part of the IDOE Ed-Fi ODS implementation. The API calls will include specific data fields related to student, staff, and education organization records as well as IEP / SP / ILP specific data residing in the Ed-Fi ODS, so that data can be shared between PowerSchool Special Programs and local Student Information System (SIS) platforms. PowerSchool has extensive and proven experience with our SIS implementations, deliverables and certification related to Ed-Fi. Like the SIS Ed-Fi implementations we will continue work with IDOE to remain compliant as updates are required and certify when completed.

The PowerSchool Special Programs platform supports the LINK portal and IDOE identity server implementation by offering native Single Sign-On (SSO) capabilities with external Identity Provider (IdP) configurations such as Google Cloud or Microsoft 365 (Azure AD) using the OpenID Connect protocol.

The PowerSchool Special Programs security architecture allows the IDOE to assign a group of users or individual users at the state and local organizational level with access to as much or as little data as is appropriate based upon their role. Data includes student profiles (section by section), documents (section by section), and reports. Security can be set up and defined at the group/role-based level- e.g., special education teachers, related service providers, administrators, etc. Additional security permissions can be enabled or disabled at the individual end-user level. For example, a user can be in the special education teacher security group, then that user can have additional security permissions enabled at their user level to grant them additional security rights within the system. This level of granularity allows IDOE to detail security down to the section level of our forms. PowerSchool Special Programs also supports the use of Lightweight Directory Access Protocol (LDAP) service, such as Open Directory or Active

Directory, to authenticate user credentials and determine security rights and location membership based on group membership within Active Directory. This capability allows IDOE staff to manage security settings through existing Active Directory services. In addition to this, PowerSchool Special Programs supports Single Sign-On (SSO) capabilities utilizing the OpenID Connect protocol.

For integrations with State assessment vendors and other data systems, PowerSchool Special Programs includes a proprietary Data Connectivity Tool (DCT) for automated importing or exporting of data across a variety of data source types and provides rich data mapping, translation, record-matching, and data-transfer scheduling capabilities. Supported data source connections include Secure FTP connections to accommodate ASCII files and MS Excel files as well as direct database connections including MS SQL, Oracle, and ODBC Data Source connections.

The PowerSchool Special Programs application will initiate calls to the Ed-Fi API on a daily schedule to ensure daily synchronization occurs. The proprietary Data Connectivity Tool (DCT) can exchange data on a pre-determined schedule.

Leveraging conditional logic and configuration, the Special Programs application can determine which data and information is required based on data elements previously entered. This can include but is not limited to, providing Rules of Completion for staff so that accommodations selected on the IEP do not conflict with allowable accommodations on the State assessment.

For integrations with a Content Services Platforms (CSP), PowerSchool Special Programs includes a proprietary Data Connectivity Tool (DCT) that supports importing and exporting of data to and from a variety of data source types (e.g., ASCII file, MS Excel, MS SQL, Oracle, ODBC Data Source). The DCT also includes rich data mapping, translation, record-matching, and data-transfer scheduling capabilities.

As part of our proposed solution, PowerSchool will adapt the PowerSchool Special Programs application to make API calls to the Ed-Fi API using data transmission formats that conform to Ed-Fi standards.

4a.2 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2c2) Medicaid Administrative Claiming Integration.

Fairbanks proposes that State of Indiana/IDOE partner with Fairbanks for program administration of RMTS and Administrative Claiming via the web-based Fairbanks system and our proven methods. This enables Indiana to leverage our monitoring and compliance tools to support oversight and program integrity. Fairbanks supports a continuous and seamless set of process steps that are easily followed by participating school corporations and have proven to achieve high levels of time study compliance, accurate financial reporting, and claim distributions.

Random Moment Time Study/Administrative Claiming Services

The RMTS and Administrative Claiming process comprises four quarterly processes, including submission of a Participant List, the RMTS, Financial Data Reporting, and Claim Calculation. The Fairbanks web-based system (Fairbanks system) provides one portal for both the State of Indiana/IDOE and the participating school corporation contacts to view, edit, and store documents in one place. Fairbanks will fulfill the requirements of the IndianaMAC program while adhering to the policy manuals approved by CMS and state guidelines as well as additional information issued by CMS during the reporting periods.

The Fairbanks RMTS system has been reviewed by CMS in conjunction with program approval in several states. It has been designed and developed to reduce the risk of school corporation staff providing insufficient or inaccurate information during the time study. Our system supports the ability to define the survey questions and based on the combinations of answers, our system can ask additional sub-questions for additional information. This “smart RMTS system” allows the user to answer the questions more accurately and efficiently.

Built-in data quality checks occur throughout the process ensuring RMTS screens are accurately completed. The combination of the Fairbanks system, robust quality assurance and Fairbanks staff follow-up enable accurate and timely completion of time studies. States that work with Fairbanks on RMTS processes have been achieving a quarterly response rate of 97%, which is much higher than the required program guidelines of 85%.

As pricing information is not allowed in this document, it has been noted in Attachment D. For more information about Fairbanks, see [appendix A](#) of this document.

(4b) Integration Structure and Processes

4b.1 How will the solution integrate and share information with other systems?

As the primary method for integrating with local Student Information System (SIS) platforms, the PowerSchool Special Programs application will integrate with the IDOE Data Exchange API by making calls (GET, POST, DELETE) to the Ed-Fi API as part of the IDOE Ed-Fi ODS implementation. For integrations with other State defined data systems, PowerSchool Special Programs includes a proprietary Data Connectivity Tool (DCT) that supports importing and exporting of data to and from a variety of data source types (ASCII file, MS Excel, MS SQL, Oracle, ODBC Data Source). In addition to this, PowerSchool Special Programs also has native integrations for interoperability with many other PowerSchool platforms.

4b.2 Please describe the frequency of integrations (i.e., real time, near real time).

The PowerSchool Special Programs application will initiate calls to the Ed-Fi API on a daily schedule to ensure daily synchronization occurs. The proprietary Data Connectivity Tool (DCT) can exchange data on a pre-determined schedule.

4b.3 Please describe staff and level of effort expectations on IDOE and Local Education Agencies with the integration process.

The PowerSchool Special Programs application provides the ability to map data from source fields to PowerSchool Special Programs data fields as well as specify logical conditions and data transformations through a graphical user interface.

4b.4 IDOE is in the process of selecting a Content Services Platform solution. Please describe your ability and experience to integrate with Content Services Platforms.

The PowerSchool Special Programs includes a proprietary Data Connectivity Tool (DCT) that supports importing and exporting of data to and from a variety of data source types (e.g., ASCII file, MS Excel, MS SQL, Oracle, ODBC Data Source). The DCT also includes rich data mapping, translation, record-matching, and data-transfer scheduling capabilities.

(4c) Data Migration

4c.1 Please describe your company's overall data migration strategy, plan, and methodology. Include data extraction, cleansing, mapping, and conversion, and testing.

To keep data and systems synchronized with PowerSchool Special Programs, data shared between Special Programs and Student Information System(s) (e.g., PowerSchool SIS) utilizes RESTful API. For all other 3rd party systems on-going data exchange can be accomplished by using PowerSchool's proven, proprietary integration tool, the Data Connectivity Tool (DCT). Both approaches facilitate the transfer of data, using SSL-encrypted web services and incorporates data transformation, data integrity checking, and data cleaning features for importing and exporting data.

Data movement begins with defining data transfer requirements. To establish the data transfer requirements, PowerSchool will follow the steps outlined below.

- **Develop the Data Migration Strategy:** During this phase, integration requirements are documented, and a data integration strategy and plan is developed. The plan will be presented to the IDOE for approval.
- **Requirements Analysis:** Overall business objectives are reviewed and translated into corresponding data integration requirements. Current systems where data resides are identified and a list of required integration data and volume of history to be converted is identified. PowerSchool typically offers seven years of historical file-based finalized documents related to Special Programs as well as the latest set of state reportable data fields. The number of years' worth of documentation can be discussed and jointly decided on between IDOE and PowerSchool.

- **Data Integration Plan:** The tools, strategies, data transfer methods and timeline for data integration and cutover are identified and documented. A phased roll-out plan will call for multiple cut-over points.
- **Develop Integration Programs:** After the integration plan is established and approved, development of the integration routines can begin.
- **Data Mapping:** The source and/or legacy system(s) are identified and evaluated. All entities, fields, and other data suitable for transfer into PowerSchool Special Programs are identified. Appropriate data mappings between the source systems and PowerSchool Special Programs are documented.
- **Source System Extract:** Data from the Student Information Systems are extracted through RESTful API plug-in for a core demographics data fields integration and identified third party source system is extracted into a format available for operation through the PowerSchool Data Connectivity Tool. Both options extract data from a variety of data sources and transfers cleaned data from and to PowerSchool Special Programs

The Data Connectivity Tool (DCT) supports a variety of data source types, and includes rich data mapping, translation, record-matching, and data-transfer scheduling capabilities. The DCT is a .NET application that must be installed in a network location that has access to the data source. It can connect to the PowerSchool Special Programs Server for secure data transfer as long as there is a connection via standard HTTPS or if the SQL database is locally hosted.

The Data Connectivity Tool is used for importing data into and export data from PowerSchool Special Programs. It supports the following types of data sources:

- Delimited ASCII Text file: a text file containing tab-delimited or comma-delimited data (e.g., CSV).
- Fixed-length ASCII Text File: Each field has a fixed number of characters and so delimiters are unnecessary.
- Microsoft Access® database, version 2003 or later
- Microsoft Excel® Spreadsheet, version 2003 or later
- SQL Server® database using Windows Authentication (for SQL Server authentication, use an ODBC data source)
- Oracle® database
- ODBC Data Source (e.g., mainframe, sometimes used for Oracle®)

4c.2 What roles/responsibilities will your company and the State play in data cleansing, mapping, and conversion?

PowerSchool's Data Conversion Specialist will be responsible for the migration of IDOE data from your legacy system to PowerSchool.

IDOE's Data Analyst will be responsible for performing IDOE data analysis, clean up, and data mapping. Additionally, this team member performs data imports and validates the integrity of converted data; analyzes, develops, and unit tests extract and import routines as required to interface PowerSchool data into and out of IDOE's legacy system.

4c.3 Please identify when data migration will begin and end in relation to the overall project timeline and describe why.

Typically, data migration is scheduled in two phases. The first phase will begin as soon as system provisioning is completed and the system has location, staff, and students imported through integration from the Student Information System. The PowerSchool team will work with IDOE's technical team to begin a dry-run phase with up to ten school corporations identified by core team(s). The second phase will be followed through during scheduled go-live cut-over timeline with the phased roll-out plan. The data migration phase for system go-live will be completed over the period of several weeks as identified during the pre-planning phase. This phase will be followed by Go-Live Assistance plan to ensure great success and school corporation adoption.

4c.4 What expectations does your company have on the status/state of the data prior to the start of the project?

PowerSchool assumes that the current structured data set in the incumbent system is clean and accurate. To minimize during migration process, PowerSchool team will review data mapping guides and alignment of compliance data set with PowerSchool application.

4c.5 Please describe all aspects of data testing that will be used to confirm in-scope data has been completely and accurately migrated.

PowerSchool standard reporting tool will include diagnostic reports to identify data gaps and errors. IDOE team will be able to review, update, and validate data once initial imports are completed. It is assumed that IDOE team will engage with school corporation teams as needed to be able to provide final approval on imported structured and unstructured data sets and documents. PowerSchool implementation team will follow through will data mapping guides and validation checklist to ease the data testing phase. PowerSchool application specialist will also offer office hours and webinars to provide walk-throughs and quick reference guides to complete school corporation level validations.

4c.6 Please provide examples of the error report(s) your company will provide as part of data conversion.

IDOE will benefit from a proven process of large-scale data conversion and detailed, IDOE-specific documentation. PowerSchool views data conversion and migration as a partnership, requiring the IDOE's expertise on the source system along with our own expertise in moving that data into PowerSchool in order to assure a smooth and accurate transition.

PowerSchool will provide data extracts to the assigned Project Manager (PM) for review. The PM will check the text extract files for compliance with the Data Mapping assisted by IDOE personnel, using established data checks. PowerSchool will provide a document for tracking any issues discovered, including the functional area, specific data extract file, nature of the issue, resolution status, and date resolved.

IDOE, with guidance from PowerSchool Data Services, will make corrections as indicated to the extract routines, and extract a new set of extracts for review and validation. In some cases, resolution may involve the correction of data in the source system by the data owner.

Below is a sample data validation report.

Sequence	Action	SCHOOL_NAME	SCHOOL_NUMBER	STUDENT_FIRST_NAME	STUDENT_LAST_NAME	STUDENT_NUMBER	STATE_STUDENT_NUMBER	GRADE_LEVEL	GENDER	RACE	ETHNICITY	IS_S04	IS_JEP
1	UPDATE	Apple Grove High School	100	Brandon	Adair	12866	8391744388	4	Male	Multi-Racial	Not Hispanic or Latino		Y
2	UPDATE	Apple Grove High School	100	Adams	Corby	12169	7498413698	6	Male	White	Not Hispanic or Latino		
3	UPDATE	Apple Grove High School	100	Ahlberg	Emmy	13680		10	Male	Black or African American	Not Hispanic or Latino		
4	UPDATE	Apple Grove High School	100	Aikinson	Andy	8871		2	Male	White	Hispanic or Latino		
5	UPDATE	Apple Grove High School	100	Alfonso	Scott	4988		12	Female	Black or African American	Hispanic or Latino		
6	UPDATE	Apple Grove High School	100	Danion	Nick	12237		8	Male	White	Not Hispanic or Latino		
7	UPDATE	Apple Grove High School	100	Dansie	Amanda	14792		0	Female	White	Hispanic or Latino		

4c.7 What automation will be used as part of the data conversion and potentially data cleansing/correction?

PowerSchool Data Services will prepare a document listing your legacy system tables and fields and, in collaboration with IDOE, will identify all tables/fields that contain business critical data to be converted. This assumes that the source database is an industry standard platform, such as Microsoft SQL Server, Oracle, etc. or that of an appropriate ODBC driver is available to interact with the database. Conversions from proprietary database applications will be limited to the extent to which the source database application exposes the data for extraction into flat files.

IDOE, with guidance from PowerSchool Data Services, will identify mappings between legacy data to be converted and existing fields in PowerSchool. As a starting point for data mapping

discussions, PowerSchool has developed default templates for common fields. Data Mapping will take place at the field level, using any transformations required. Mappings and transformations will not be created to try to interpret the context of individual field values.

Source data fields that do not have default mapping, or an existing destination field in PowerSchool, will be mapped to custom tables/fields in line with the defined scope of work. The screen below is a sample of the data loading tool available to PowerSchool.

PowerSchool Data Migration Log Out

Demographic Data

Data Load Wizard Progress

☒ Data Load Source
 ☒ **Data / Table Mapping**
☐ Data Validation
 ☐ Data Load Results

Data / Table Mapping

Previous Cancel Next

	Target Column	SCHOOL_NAME - varchar2(50)	SCHOOL_NUMBER - varchar2(10)	STUDENT_FIRST_NAME - varchar2(5)	STUDENT_LAST_NAME - varchar2(5)	STUDENT_NUMBER - varchar2(20)	STATE_STUDENT_NUMBER -
	Source Column	SCHOOL_NAME	SCHOOL_NUMBER	STUDENT_FIRST_NAME	STUDENT_LAST_NAME	STUDENT_NUMBER	STATE_STUDENT_NUMBER
Row 1		Apple Grove High School	100	Brandon	Adeir	12866	8391744388
Row 2		Apple Grove High School	100	Adams	Corby	12169	7408413608
Row 3		Apple Grove High School	100	Ahlberg	Emmy	13680	
Row 4		Apple Grove High School	100	Alkinson	Andy	8871	
Row 5		Apple Grove High School	100	Alfonso	Scott	4988	
Row 6		Apple Grove High School	100	Danison	Nick	12237	
Row 7		Apple Grove High School	100	Dansie	Amarda	14792	
Row 8		Apple Grove High School	100	Darger	Hynum	8433	
Row 9		Apple Grove High School	100	Darrow	Kaylee	6630	
Row 10		Apple Grove High School	100	Davis	Anne	11408	952566223
Row 11		Apple Grove High School	100	Davis	Anne	11408	952566223

PowerSchool Data Services uses a proprietary ETL tool to extract data from legacy system to delimited text files that conform to the PowerSchool Import/Export Utility data specifications. This tool uses a combination of programmed transformation routines as well as SQL scripts to extract and transform the data as required. This tool can be extended as needed to accommodate IDOE specific requirements. Data Extraction will pull data as it exists in the source database, notwithstanding transformations necessary to conform to PowerSchool data specifications. Exceptions caused by incorrect data in the source system will be the responsibility of IDOE to correct prior to final data conversion.

4c.8 What specific experience does your company have when it comes to converting large quantities of data in different formats and locations?

PowerSchool has more than 30 years of experience in converting large quantities of data in different formats and locations, whether from Student Information Systems or other education-focused systems, we have identified the common challenges faced by these types of projects so issues can be mitigated early on in the process.

4c.9 What are the key risks/issues that your company has faced with previous data conversions, and what mitigation and contingencies did you identify and put in place?

Based on our history of successful implementation projects, we have gained valuable insights as to the most common risks that effect large projects and how those risks can be mitigated. The most common risks include the following circumstances:

- Unrealistic timeline, including not accounting for agency holidays and events (e.g., start of school)
- Understaffed customer team assigned to the project
- Lack of dedicated project sponsors to help coordinate resolution efforts
- Lack of communication within the customer team to keep everyone informed of tasks, status, and timelines

To mitigate these high-risk factors, PowerSchool takes the following actions:

1. Soon after contract award, PowerSchool will designate a dedicated Project Manager to be the single point of contact for IDOE personnel. This eliminates miscommunications and provides a streamlined communication flow. This point of contact is consistent through migration and conversion efforts.
2. The Project Manager will conduct a pre-planning meeting to:
 - Finalize a Project Plan and Timeline related to this phase of the project
 - Identify Project Teams with defined roles and responsibilities; bring these team members up to date on the project if they have not been with the project from the beginning
 - Identify possible project issues or impediments and formulate an action plan should they arise.
3. With the help IDOE staff, the Project Manager will define a communication plan, along with being available to answer questions that may impede progress.

Quality Management

PowerSchool's approach to Quality Management closely follows the Agile PM Methodology. Daily customer interaction and collaboration, early and frequent provisioning of project's deliverables, deliverables' demonstration and customer validation are some of the practices that PowerSchool uses to manage deliverables and to output quality. Collaboration controlled by structured input, continues through all phases of the PowerSchool project, from analysis of need and planning, designing, testing, deployment, and adoption. At the completion of a project phase, the project team will evaluate the entire process to identify areas of improvements, and to plan for the next phase. Adaptability, continued improvement, early detection, and customer collaboration are key factors for process improvement, and quality management.

4c.10 How will the State know if the data migration progress is on track? How will progress be tracked and reported?

PowerSchool Project Manager will keep the IDOE team updated on status through weekly meetings and related communications, including email, SmartSheets, Jira, etc.

(4d) Testing

4d.1 Please provide a test plan/strategy document that, among other things, describes the overall testing process and the types of testing that may be in scope before application functionality is implemented.

The goal of the testing process is to validate that the various components of the system and data flow have been configured in accordance with the Configuration Data Gathering Documentation.

Execution Strategy includes the following:

- Conduct internal functional, integration and end-to end-testing
- Create data for testing
- Test configuration of profiles, documents, business rules, reports, data movement, and security
- Remediate issues when necessary
- Assist with User Acceptance Testing (if requested) including:
 - Creation of test scripts
 - Creation of data for testing
 - Facilitation of UAT sessions
 - Gathering and documenting results
 - Remediating issues when necessary

Additionally, throughout the execution of these processes, the PowerSchool team will provide guidance and assistance in accomplishing the required tasks. For example, during client acceptance testing the PowerSchool team will provide assistance in accordance with the needs and desires of IDOE. Typically, the PowerSchool project manager and technical specialist prepare a test database; provide a navigational orientation and user guide to the client testers; and are available during testing to address any questions or issues that may impede the testing process.

4d.2 Please describe and provide the process flow of the defect management process.

Instrumental to an effective project is agreement on the overall scope and governance for Implementation and Testing, which includes defect management.

PowerSchool Group LLC follows an Agile Software Development Lifecycle (SDLC) that seeks to:

- Involve the Quality Assurance organization earlier on in the SDLC than traditional Waterfall methodologies.
- Strengthen the relationship and collaboration between Product Managers, Software Development Engineers, and Quality Assurance Engineers.
- Organize work into smaller, well-understood units.

- Increase accountability for producing high quality software.
- Increase customer involvement in the development of software solutions.

This proven methodology results in more robust and compelling software, delivered in less time and with greater quality.

4d.3 Where will test cases/scripts be captured and maintained?

The PowerSchool Group Quality Assurance organization uses a variety of tools and processes to document test strategies, test cases, test execution, metrics, and units of work. Those tools include:

- Atlassian Jira for defect tracking.
- Atlassian Jira for defining, estimating, and tracking units of work.
- Atlassian Confluence for managing test strategies, test metrics, and other supporting documentation. (This tool also houses our internal processes and standards.)

4d.4 Please provide an example of a Requirements' Traceability Matrix used on a similar project.

PowerSchool will maintain a list of issues (both open and closed) that have been identified for the project. Any project risks, key decisions, issues, disputes, or late tasks shall be identified on the Issues Log.

Both PowerSchool Project Managers and IDOE project team members will be responsible for adding items to the issues log. For each identified issue, the following information will be captured:

- Issue Number
- Reported by/date
- Status (i.e., new, open, closed, pending)
- Module
- Priority
- Issue
- Comments
- Findings
- Recommendations
- Resolution Assignment

- Date Closed

The IDOE and PowerSchool Project Managers will review the Issue Log as part of regularly timetabled project management meetings or more frequently as required. Once the issue has been assigned, the appropriate project team member(s) will be responsible for completing the assigned follow-up tasks and resolving the issue by the assigned due date. The IDOE Project Manager or the PowerSchool Project Manager may choose to escalate an issue following the issue resolution process.

4d.5 Please identify and describe any automated testing tools that will be used for this project.

The Data Connectivity Tool (DCT) supports a variety of data source types, and includes rich data mapping, translation, record-matching, and data-transfer scheduling capabilities. The DCT is a .NET application that must be installed in a network location that has access to the data source. It can connect to the PowerSchool Special Programs Server for secure data transfer as long as there is a connection via standard HTTPS or if the SQL database is locally hosted.

The Data Connectivity Tool is used for importing data into and export data from PowerSchool Special Programs. It supports the following types of data sources:

- Delimited ASCII Text file: a text file containing tab-delimited or comma-delimited data (e.g., CSV).
- Fixed-length ASCII Text File: Each field has a fixed number of characters and so delimiters are unnecessary.
- Microsoft Access® database, version 2003 or later
- Microsoft Excel® Spreadsheet, version 2003 or later
- SQL Server® database using Windows Authentication (for SQL Server authentication, use an ODBC data source)
- Oracle® database
- ODBC Data Source (e.g., mainframe, sometimes used for Oracle®)

4d.6 What roles/responsibilities do you expect from your company and the State in testing the application? How will you interact with third party testing organizations? What limitations will be associated with interactions with third party testing organizations?

PowerSchool will provide team members, including a Project Manager and Application Specialists, to help guide the testing process, along with keeping the project on schedule. At agreed upon milestones, IDOE will be responsible for testing the application to meet your requirements and expectations, as identified in the agreed upon Scope of Work document. PowerSchool will then update the system based on feedback; IDOE will be responsible for review and sign-off on changes. At the end of the project, IDOE will perform end-to-end User Acceptance Testing (UAT) for all aspects of the solution, unless IDOE and PowerSchool agree to

omit certain components from end-to-end testing. The purpose of UAT is to review the application workflows and identify any items that do not meet the final requirements before the deployment begins. PowerSchool will provide reviews of application functionality which can be recorded and will support IDOE in the creation of test cases for component and end-to-end UAT and to train IDOE application testers.

If third-party testing organizations are necessary for this project, we will determine the appropriate next steps upon meeting with key IDOE stakeholders to understand the scope of these interactions.

4d.7 Identify and describe the testing environment(s) recommended by your company as part of the project. Explain why this is the recommended environment(s).

The testing, non-production environment will be established by PowerSchool during implementation, per requirements established in our agreement and Statement of Work for the project.

4d.8 What environments will the vendor maintain and what are access expectations within those environments for the State? How many of each of the environments described will be available to the State?

Our PowerSchool Hosting (vendor-hosted) environment will include a production environment, a development environment, a test environment, and a training environment. PowerSchool will deploy the environments during implementation and manage the provided environments.

4d.9 What communication avenue will be available to the State if defects are found in testing? Will your company use tools to track/manage defects? Please define your distinction between defects, bugs, and new requirements.

The PowerSchool Group Quality Assurance organization uses a variety of tools and processes to document test strategies, test cases, test execution, metrics, and units of work. Those tools include:

- Atlassian Jira for defect tracking.
- Atlassian Jira for defining, estimating, and tracking units of work.
- Atlassian Confluence for managing test strategies, test metrics, and other supporting documentation. (This tool also houses our internal processes and standards.)

4d.10 What role will the migrated data play in the testing process?

Migrated data will be represented in the non-production environment to facilitate application testing.

5.Implementation and New Releases

(5a) Implementation Services

5a.1 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2f1) Requirements Gathering and Validation.

The PowerSchool core team and the project manager assigned to the IDOE implementation will work closely with IDOE to prepare a project plan that outlines all product development lifecycle phases which includes but is not limited to requirements gathering, requirements mock-ups, dataflow and workflow process, compliance reporting and integration needs. The PowerSchool program manager will prepare a holistic project plan that includes all deliverables, major milestones, and critical path during the pre-planning phase with agreed upon timelines.

5a.2 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2f2) Testing Plan.

Configuration (Requirements) gathering is based on PowerSchool's Business Process Review methods, as summarized here. The purpose is to jointly conduct a thorough review of IDOE's business processes (BPR) in each of the areas outlined in the RFP in order to identify the following:

- Gaps that exist in current processes being managed by IDOE's legacy system
- To document the process and associated requirements for developing the modules in accordance with the RFP solicitation, but at a more detailed level

The configuration data gathering sessions follow the process below:

- PowerSchool and IDOE jointly review client process flows, documents, business rules, reports, profiles, data elements, data imports/exports, and security
- PowerSchool documents configuration requirements (i.e., system mock-ups)
- IDOE provides feedback
- PowerSchool revises requirements / mock-ups based on feedback
- IDOE signs off on final requirements

As a result of the requirements gathering, the solution will be configured to model the results of our information gathering noted above and documented in the Configuration Requirements documentation. Execution of the Business Process Review requirements gathering process is summarized below.

- Throughout the development process PowerSchool will consistently work collaboratively with the designated IDOE team to ensure the application is developed according to the final requirements
- PowerSchool configures each module of the solution per final requirements, as signed off on by IDOE

- PowerSchool system configuration includes documents, profiles, workflows, business rules, guided actions that support step-by-step processes, all associated reporting etc.
- PowerSchool hosts periodic configuration review sessions for IDOE feedback
- At agreed milestones, IDOE will test and certify components of the solution
- PowerSchool updates system configuration based on feedback from review session and component testing that do not meet the final requirements.
- IDOE reviews and tests the updated configuration based on the previous feedback given
- IDOE signs off on final component configuration
- At the end of the project, IDOE will perform end-to-end User Acceptance Testing (UAT) for all aspects of the solution, unless IDOE and PowerSchool agree to omit certain components from end-to-end testing. The purpose of UAT is to review the application workflows and identify any items that do not meet the final requirements before the deployment begins.
- The same testing, configuration update, and sign off process is followed for end-to-end UAT as component testing described above
- After UAT is signed off, a “code freeze” is implemented so that deployment can proceed. All development work done after code freeze will be deployed after go live, unless an exception is agreed by IDOE and PowerSchool
- PowerSchool will provide reviews of application functionality which can be recorded and will support IDOE in the creation of test cases for component and end-to-end UAT and to train IDOE application testers
- Product functionality documentation will be created by PowerSchool as components are finalized.
- Product functionality documentation will be updated based on significant functionality updates following the initial documentation creation

PowerSchool will work collaboratively with IDOE with the goal of using standard PowerSchool Special Programs application functionality wherever possible to meet the requirements, except for line items otherwise noted a custom development in this response to solicitation. PowerSchool will work with IDOE to ensure the plan for the development and testing of the proposed solution is in place and mutually agreed.

5a.3 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2f3) Training Plan.

PowerSchool has a Professional Learning Journey to help ensure success in your organization that is designed to support and empower the delivery of high-quality teaching and learning. We will meet as a collaborative team to scope out professional development within sixty days based on state, school corporation, and school improvement goals taking into consideration educational best practices. A professional development plan will be shared with the customer at that time.

5a.4 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2f4) Communication Plan.

Communication of project goals and status to all stakeholders is essential to a successful project. All individuals should be given timely, accurate and consistent information regarding the project. This should be provided in the means most appropriate for each stakeholder. It is important that communication not only comes from PowerSchool, but also from the IDOE's Project Sponsor, project manager, and other individuals who will be consumers of the products.

Effective communicators carefully consider three components:

1. The audience
2. What is communicated
3. When it is communicated

Communication planning begins with a careful analysis of the audiences and key messages and the timing for those messages. The change management team or project leaders must design a communication plan that addresses the needs of employees, supervisors, and executives. Each audience has a particular need for information based on their role in the implementation of the change.

There are a variety of ways to disseminate information. The key is to ensure the appropriate audience is on the receiving end of the right type of communication. We have included below a list of the primary tools we will provide to you throughout the project.

Communication Tool	Provided/Led By	Purpose
Project Kickoff	PowerSchool Project Manager	Review project goals, timelines, and milestones
Project Plan	PowerSchool Project Manager	Covers project tasks, due dates, and assignees
Status Reports	PowerSchool Project Manager	Follows each status meeting, tracks ongoing open items, risks, resources, and upcoming dates
Deployment Reports	PowerSchool Implementation Specialist	Provided after each onsite or remote session, details decisions made, players involved, and next steps
Training Materials	PowerSchool Implementation Specialist	End user documentation that can be used/updated, and provided to all users
Project Closeout Report	PowerSchool Project Manager	Closing document summarizing the project, final budget, and any recommended next steps

5a.5 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2f5) Data Migration Plan.

To keep core demographics data and systems synchronized with PowerSchool Special Programs, data shared between Special Programs and Student Information System(s) (e.g., PowerSchool SIS) utilizes RESTful API. For all other 3rd party systems on-going data exchange can be accomplished by using PowerSchool's proven, proprietary integration tool, the Data Connectivity Tool (DCT). Both approaches facilitate the transfer of data, using SSL-encrypted web services and incorporates data transformation, data integrity checking, and data cleaning features for importing and exporting data.

Data movement begins with defining data transfer requirements. To establish the data transfer requirements, PowerSchool will follow the steps outlined below:

- **Develop the Data Migration Strategy:** During this phase, integration requirements are documented, and a data integration strategy and plan is developed. The plan will be presented to the client for approval.
- **Requirements Analysis:** Overall business objectives are reviewed and translated into corresponding data integration requirements. Current systems where data resides are identified and a list of required integration data, and volume of history to be converted is identified. PowerSchool typically offers seven years of historical file-based finalized documents related to Special Programs as well as the latest set of state reportable data fields. The number of years' worth of documentation can be discussed and jointly decided on between IDOE and PowerSchool.
- **Data Integration Plan:** The tools, strategies, data transfer methods and timeline for data integration and cutover are identified and documented. A phased roll-out plan will call for multiple cut-over points.
- **Develop Integration Programs:** After the integration plan is established and approved, development of the integration routines can begin.
- **Data Mapping:** The source and/or legacy system(s) are identified and evaluated. All entities, fields, and other data suitable for transfer into PowerSchool Special Programs are identified. Appropriate data mappings between the source systems and PowerSchool Special Programs are documented.
- **Source System Extract:** Data from the PowerSchool Student Information Systems are extracted through RESTful API plug-in for a core demographics data fields integration and identified third party source system is extracted into a format available for operation through the PowerSchool Data Connectivity Tool. Both options extract data from a variety of data sources and transfers cleaned data from and to PowerSchool Special Programs

The Data Connectivity Tool supports a variety of data source types, and includes rich data mapping, translation, record-matching, and data-transfer scheduling capabilities. The DCT is a .NET application that must be installed in a network location that has access to the data source. It can connect to the PowerSchool Special Programs Server for secure data transfer as long as there is a connection via standard HTTPS or if the SQL database is locally hosted.

The Data Connectivity Tool is used for importing data into and export data from PowerSchool Special Programs. It supports the following types of data sources:

- Delimited ASCII Text file: a text file containing tab-delimited or comma-delimited data (e.g., CSV).
- Fixed-length ASCII Text File: Each field has a fixed number of characters and so delimiters are unnecessary.
- Microsoft Access® database, version 2003 or later
- Microsoft Excel® Spreadsheet, version 2003 or later
- SQL Server® database using Windows Authentication (for SQL Server authentication, use an ODBC data source)
- Oracle® database
- ODBC Data Source (e.g., mainframe, sometimes used for Oracle®)

5a.6 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2f6) Implementation Plan.

Every PowerSchool Project adheres to the methods of the Project Management Institute with our project managers certified by the Project Management Institute (PMI).

Our implementation approach focuses on the achievement of the IDOE-defined objectives by delivering quality services that utilize and maximize resources effectively and efficiently during the planning, development, and implementation. Our comprehensive plan organizes product and project teams to meet various key requirements which include dedicated on- and off-site resources, subject matter expertise, demonstrated technical capability, direct relevant experience and local knowledge, and assistance with the management of cultural changes related to the rollout of the new system.

Using lessons learned from previous engagements, our proposed implementation strategy emphasizes bringing the right people together to focus on the real implementation issues, leading them to reach agreements on these issues, and taking corrective action in support of a successful implementation. It also involves preparing and equipping the IDOE end users to be effective in the new environment.

Using PowerSchool's best business practices, our structured implementation plan methodology is designed to effectively implement new solutions. PowerSchool Professional Services creates customized plans that identify needs and establish the appropriate training, implementation, support requirements, and timelines. PowerSchool works with the IDOE to select IDOE staff to establish an effective training and learning environment. This methodology results in optimal knowledge transfer and assists in developing self-sufficiency—key elements in a successful implementation.

A new systems implementation project can be complicated due to planning, required communication, and necessary processes to control along the way. PowerSchool has distilled the process into the following key areas and deliverables, which your PowerSchool project manager will lead you through, are detailed below:

Initiation

Soon after contract award, PowerSchool designates a Project Manager to conduct a pre-planning meeting. This meeting is designed to review the following:

- Services purchased
- Tools to be utilized for implementation
- Roles and responsibilities
- Planning the project and timeline and determining implementation dependencies

Addressing these high-level details allow your primary implementation staff to begin work immediately to assemble a project team and collect items needed for implementation going forward.

Planning

Your PowerSchool Project Manager leads you through planning, which includes the following:

- A formal Kick-Off call/meeting
- Business review
- Configuration information collection
- Business process change awareness
- Training plans/scheduling

Most planning occurs during the early part of the implementation project, but several items are ongoing or integrative.

Execution

During the executing phase, most of the work is completed to configure PowerSchool and prepare your staff to go live with PowerSchool. Your PowerSchool Project Manager keeps the project moving and assists you with product configuration decisions and questions throughout implementation to meet defined objectives.

The project plan details project deliverables and progress, which includes PowerSchool setup/configuration, guided data migration and validation, security setup, training plans, registration forms, user procedures, and several other items.

Monitoring

Your PowerSchool Project Manager is in continuous communication and updates the project plan or scope of work as primary implementation items are completed. While issues and risks will arise in almost any project, PowerSchool assists you to identify and minimize or resolve risks. We also track major milestones and adjust the project plan and timeline as needed.

Closing

Once purchased services are executed and deliverables are completed, you enter the closing phase of the implementation project to finalize project activities. This is a chance to review all checkpoints, statuses, and any outstanding items and deliverables before signing off on project

completion. PowerSchool closes the project with your agreement and provides you with recommendations on next steps and first year preparation items to allow movement into post-implementation activities.

Project Manager Services

IDOE is assigned a PowerSchool project manager who will create a detailed Project Plan and a Statement of Work that will be used as the guide to IDOE's PowerSchool implementation project. These documents guide you through the implementation of your new PowerSchool system. It shows how your products work together to offer the IDOE a cohesive student reporting environment.

Collaboration is a necessary component of the success of the project. IDOE's involvement and active participation are key. Throughout the project there will be core components required from you to move forward with the project; these are communicated clearly in advance through the creation of the Project Plan and Statement of Work.

5a.7 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2f7) Change Control Plan.

PowerSchool is committed to supporting school IDOE through the Change Management process when needed. The Change Management Plan documents the necessary information required to effectively manage project change from project inception to delivery. The Change Management Plan's intended audience is the project manager, project team, project sponsor and any senior leaders whose support is needed to carry out the plan. Issues and project change requests are typically unexpected, and many times must be dealt with quickly, to ensure the health of the project. A change request form should be used when issues/changes present themselves during the project lifecycle; the process is summarized below.

- An issue is identified during the project lifecycle
- The issue is logged and prioritized on the change management plan template
- The project team analyzes the issue for source and cause, along with impact to the project health, for scope, timetable, and budget
- The project team develops a recovery plan for the issue
- The project team monitors and reviews the issue to ensure that the recovery plan has been successful
- The process is repeated when any additional issues are identified

Change Control Procedure: Project Change Request

The following process will be followed if a change to deliverables is required.

- **COMMUNICATING CHANGE.** A Project Change Request (PCR) will be the vehicle for communicating change. The PCR describes the change, the rationale for the change, and the effect the change will have on the project.
- **REVIEWING CHANGE.** The requesting party reviews the proposed change and determines whether to submit the request to the other party.
- **BEGINNING THE INVESTIGATION.** Both project managers review the proposed change and recommend it for further investigation or reject it. PowerSchool will specify any charges for such investigation. A PCR is signed by authorized representatives from both parties to authorize investigation of the recommended changes. PowerSchool will invoice the IDOE for any such charges.
- **AUTHORIZING CHANGE.** A written Change Authorization and/or PCR must be signed by authorized representatives from both the IDOE and PowerSchool to authorize implementation of the investigated changes. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the scope of work.
- **ACCEPTANCE.** PowerSchool Group will work directly with IDOE stakeholders to ensure the product is implemented and/or customized to fit their needs with products and services. PowerSchool Group is willing to negotiate and develop milestone-based statements of work ("SOWs") for the implementation period upon contract award, and as such, IDOE's acceptance of the products and/or services will be through mutually agreed upon targets in the SOWs, instead of acceptance testing.
- **SAMPLE CHANGE MANAGEMENT LOG.** The Change Management plan establishes an orderly and effective documented procedure for tracking the submission, coordination, review, evaluation, categorization, and approval for release of all changes to the project's SOW.
- **CHANGE MANAGEMENT APPROVAL.** When the change management plan receives final approval, the SOW is updated to reflect. All relevant documentation (SOW) is referenced in the approval.

Sample Change Request Form and Change Management Log:

Element	Description
Date	The date the CR was created
CR	Assigned by the Change Manager
Title	A brief description of the change request
Description	Description of the desired change, the impact, or benefits of a change should also be described
Submitter	Name of the person completing the CR Form and who can answer questions regarding the suggested change
Phone	Phone number of the submitter
E-Mail	Email of the submitter

Product	The product that the suggested change is for
Version	The product version that the suggested change is for
Priority	A code that provides a recommended categorization of the urgency of the requested change (High, Medium, Low)

Change requests are evaluated and assigned one or more of the following change types wherein it is necessary to update the SOW:

Type	Description
Time	Change affecting time
Duration	Change affecting duration
Cost	Change affecting cost
Deliverables	Change affecting deliverables
Product	Change affecting product
Processes	Change affecting process

Change requests are evaluated and assigned one of the following status types:

Status	Description
Open	Entered/Open but not yet approved or assigned
Work in Progress	CR approved, assigned, and work is progressing
In Review	CR work is completed and in final review prior to testing
Authorizing	CR work has been reviewed and is being tested
Closed	CR work is complete, has passed all tests, and updates have been released to the SOW.

Roles & Responsibilities

Role	Description
Project Manager	Manages the project outcomes of the CM update.
Change Manager	Manages communication and documentation of CM updates.

PowerSchool believes in several key initiatives which are important to any Change Management efforts.

- Create a vision for the change – Leadership from the IDOE must create and communicate a vision for the new system.
- Communication is key – PowerSchool will assist in the creation of a communication plan which outlines the stakeholders, the content, how often to communicate, and via what methods.
- Involve stakeholders – Involving leadership and employees in the process will reduce resistance and create excitement for the future vision and change.
- Leadership at all levels needs to embrace and engage in the changes.
- Create plans for training, communication, and coaching early in the project.

Coaching. Throughout the implementation PowerSchool's Project Manager and Consultants will provide support and coaching to help the individuals impacted by "the change" to be successful. They will do this by building support, addressing resistance, and developing the required knowledge and ability to implement the change.

Post Implementation Coaching. As part of PowerSchool's methodology, we schedule consulting services early to support and further enhance IDOE's staff's knowledge even after you go live. We understand that a successful implementation requires that IDOE technical and end user staff are able to manage the system. We offer many options for continued education post implementation.

5a.8 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2f8) Issue Resolution Plan.

The PowerSchool Service Level Agreement sets forth the framework for the PowerSchool provision of Application Support and the PowerSchool Cloud (systems hosted by PowerSchool) for the operation of the proposed PowerSchool platforms and describes the responsibilities of the parties with respect to the provision and receipt of such said services.

As part of our Service Level Agreement, Application Support addresses technical support for the proposed PowerSchool platforms as a product. This includes functionality within the proposed PowerSchool platforms application itself, outside of the underlying Infrastructure components which are covered separately under the PowerSchool Cloud (systems hosted by PowerSchool) services.

With respect to Application Support service levels, PowerSchool has historical trends which are used to inform our customers regarding Application Support service level performance. These trends include the following:

- 80% of all calls to technical support are answered within 60 seconds.
- Customer Satisfaction levels have exceeded 97% based on customer surveys.

- Average speed to answer has historically been two minutes or less.
- Email response within one business day.

Due to the amount of security needed to keep both student and staff information stored in your PowerSchool platforms private, IDOE would specify a limited number of PowerSchool platform administrators who are authorized to contact PowerSchool Application Support. If there is an issue where a school end user requires support, the school end user would contact the IDOE's assigned PowerSchool platform administrators first. If the IDOE's assigned PowerSchool platform administrators are unable to provide the assistance, they would contact PowerSchool Application Support regarding the issue.

PowerSchool is offering a dedicated support model into the proposal, for additional cost, that will facilitate adoption and successful enablement of PowerSchool Special Program solution within the state of Indiana. Within this support model, a 'technical contact' at each school corporation can contact PowerSchool Support when they perceive the solution is not performing as expected and/or have additional queries pertaining to the deployed Special Program solution.

Tier 1 Support Specialist team performs the initial investigation on all inbound technical support requests. PowerSchool fully trains the Tier 1 team to diagnose and resolve most issues; however, they will escalate to a Tier 2 Senior Support Specialist if they are unable to provide a resolution.

Tier 2 Senior Support Specialists are subject matter experts and focus their attention on a specific area of the application, allowing each specialist to obtain a deeper level of knowledge within his/her area of expertise. In the event the Tier 2 Senior Support Specialist is unable to resolve the issue; the issue may be escalated to the Tier 3 Support Engineering Team or directly to Product Development, depending on the product line and type of issue identified.

The Tier 3 Support Engineering Team members are also subject matter experts and work closely with our Product Development organization to understand and diagnose the most complex issues.

As part of our Service Level Agreement, PowerSchool Cloud operations addresses the structure and practices of providing and maintaining the underlying Infrastructure components of systems hosted by PowerSchool. With respect to PowerSchool Cloud service levels, PowerSchool has historical trends which are used to inform our customers regarding PowerSchool Cloud service level performance. These trends include the following:

- All systems reside in secure facilities committed to meeting or exceeding Uptime Institute Tier III standards
- All systems within our PowerSchool Cloud environment(s) are fully redundant.
- All systems are protected against malicious activities and unauthorized intrusion attempts.
- Infrastructure, security, and PowerSchool platforms are monitored 24x7x365.
- All systems incorporate multiple backup policies with a targeted Recovery Point Objective (RPO) of up to 24 Hours.
- PowerSchool Cloud targeted server uptime is 99.9%. This does not include downtime for hardware or software maintenance.

- In catastrophic Disaster Recovery scenarios, systems are capable of being restored in secondary datacenter facilities with a targeted Recovery Time Objective (RTO) of up to 48 Hours.
- All processes and procedures are in compliance with ISO/IEC 27001:2013 standards.

Additional information as it relates to our PowerSchool Service Level Agreement is made available to our customers upon award of contract.

5a.9 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2f9) Ongoing Support.

As noted above, PowerSchool will provide ongoing support for Special Programs. Identified users can contact use for support by phone, chat, or submitting a ticket through our online tool (at PowerSchool Community).

PowerSchool is offering a dedicated support model into the proposal, for additional cost, that will facilitate adoption and successful enablement of PowerSchool Special Program solution within the state of Indiana. Within this support model, a ‘technical contact’ at each school corporation can contact PowerSchool Support when they perceive the solution is not performing as expected and/or have additional queries pertaining to the deployed Special Program solution.

Help guides, such as manuals and related materials, are kept up to date through our online Help Desk feature and PowerSchool Community. Users can access articles, training videos, webinars, FAQs, forums, and more.

While ad-hoc report or query generation is not typically supported through our ongoing support team, (as previously described) the proposed solution includes easy-to-use ad-hoc reporting tools that every authorized user can rely on without additional support.

5a.10 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2f10) Business Continuity and Disaster Recovery.

PowerSchool independently verifies its security posture and business continuity framework to internationally recognized standards for an information security management system (ISMS) and has been accredited with ISO 27001:2013 certification. As part of our ISO 27001:2013 compliance, a formal Disaster Recovery Plan (DRP) exists and is periodically tested. Upon award of a contract, PowerSchool will work with IDOE to define a formal DRP specific to IDOE which includes named contacts for both PowerSchool and IDOE key personnel to work together to review the situation, coordinate the gathering of information, and determine if a disaster will be declared or not.

5a.11 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2f11) System and Contractor Service Levels.

PowerSchool agrees to be held accountable to the Service Level Agreements to be finalized in the ultimate Contract, based on our Statement of Understanding and MSA (as represented in [appendix C](#)). Updates and reporting can be provided based on our mutual agreement of timing and content.

(5b) Implementation

5b.1 Please describe your company's implementation strategy (pilot, phased rollout, "big bang," etc.).

In participation with IDOE stakeholders, the Indiana-statewide model will be set up with standard configuration in preparation for the statewide rollout. All school corporations will be implemented with the standard setting as determined by IDOE. Following the configuration/security phases of the project, the preconfigured system will be deployed to school corporations in a phased manner. The plan to roll out to all school corporations as defined in the project plan will be a phased rollout, determining collaboratively with IDOE which school corporations will be in each phase, to assure all factors are considered.

PowerSchool is recommending a phased rollout to the school corporations in the State of Indiana. We will work with State staff to determine the best grouping of school corporations for this phased rollout, which will allow us to improve our processes and adjust the solution as needed to streamline the cutover for the later phases of the implementation.

5b.2 Please provide an example of an implementation plan for this project or a similar project.

PowerSchool implementations follow a set process based on our 30 years of experience in the industry. Phases of the standard process include the following: **Initiating Phase** (Initial Project setup, Collateral Prep, Database Provisioning); **Planning Phase** (Initial contact and project kick-off/scheduling & planning); **Executing Phase** (Business Process Review, Product Overview, Migration Requirements review, Working Sessions (knowledge transfer & configuration setup, Integration, Data Migration (phased roll-out – School Corporations Groupings); **Monitoring and Controlling** (Training Planning, Communication Plan); **Closing Phase** (Post-Implementation activities, Transition to strategic support, finalization of Implementation close-out documentation, Satisfaction Survey).

5b.3 Please provide an example of an implementation checklist for this project or a similar project.

PowerSchool will be maintaining User Acceptance checklist throughout the implementation phase.

Checklist Item	Item Details
PowerSchool PSSP Implementation Go-Live Checklist	The Go-Live Checklist is a list of actions to be performed and validated to successfully launch the PowerSchool Special Programs (PSSP) as a production (live environment) database. The Go-Live Checklist provides Customer's implementation team and support staff with an effective way to be prepared for any risks and issues during the PSSP deployment and go-live phases of the PSSP implementation project.
Customer Name:	IDOE
Customer Contact(s):	IDOE Core Team
PowerSchool Project Manager:	PowerSchool Core Team
1- Special Programs Database: Provisioning Complete/ADMIN access provided	The customer's "ADMIN" account has been provided and can successfully log into PowerSchool Special Programs. Logging in as ADMIN, Customer confirms that the modules purchased are accessible.
2- SIS Integration: Special Programs Integration with SIS has been setup and enabled	The customer verifies their understanding on how to monitor/remediate integration. The Customer Technical Lead has been appointed to receive integration error reports for Row Issues or Import Failures.
3- Integration Verification PowerSchool SIS (API): Integrations have been reviewed and are without Errors and approved by IDOE system administration	Customer verifies that the integration as specified in the integration import is pulling school corporations, Location, General Ed Students, Students, Staff, Staff Alternate Location, Class, Class Staff, Class Students, and any other import as defined in the state model configuration.
4- Help Guides Access: Customer understands how to access Help Guides and what security level access provides this access.	The customer confirms their understanding of how to access, navigate, and customize (link Customer specific collateral) the Special Programs Help Menu.
5- System Database Setup: Customer understands basic setup and processes	Customer verifies understanding of basic database setup including basic configuration, end-of-year roll over process, managing profiles/data, profile data flow/field properties, and managing caseloads.
6- Administration Maintenance: Customer confirms understanding of Administration Maintenance and Security	Customer verifies understanding of Properties and Privileges Security Management, Document Template Security Management, Document Template/Section Behavior Options, Field Properties/Data Flow, Public Statement Banks, Keyword Table Management.
7- Security Membership: Staff must be added to the appropriate security groups to obtain proper access.	Customer verifies security properties and privileges have been adjusted and staff members are added to the appropriate security group. Customer confirms understanding of how to adjust security once the system is in full use.
8- Data Migration (Dry Run & Production Phased Roll-Out) Data has been imported and verified.	The customer confirms the dry run and production phases has been completed and verified.

<p>9- Write-Back through API (PowerSchool SIS): Data write-back as offered in the State Model offering is writing back to SIS.</p>	<p>PowerSchool SIS: Customer verifies that program "Alerts" are writing back to SIS and is accurate to the student program(s). Where available and after Customer sign-off, the Customer has verified compliance data written back to SIS.</p>
<p>DCT has been setup (alternate to API)</p> <p>10 - Training: Training sessions should be conducted according to the Training Plan. Training should be effective: trainees should learn about PowerSchool Special Programs.</p>	<p>Alternate SIS: Customer verifies data elements and DCT is setup/scheduled to extract a file for upload. The Customer verifies training schedule has been set and completed as determined by the training plan.</p>
<p>11- State Compliance. State Reporting reports should be appropriately populated and compliant.</p>	<p>The customer verifies all required state reporting reports are populated when verifying data in the test database. Customer provided sign-off to migrate in production ready database(s). Customer confirmed a spot-check on production databases was completed.</p>
<p>12- Parent Portal Access. Verify parents and/or students can access the PSSP.</p>	<p>Customer verifies their understanding of enable Parent Portal Access.</p>
<p>13- Single Sign-On (PowerSchool SIS): SSO is enabled and working.</p> <p>Access to Special Programs has been set up (alternate to APIU) PowerSchool Special Programs implementation has been completed and the school corporation is ready to Go-Live.</p>	<p>PowerSchool SIS school corporations should verify SSO is working across all security groups.</p> <p>Alternate SIS: Customer verifies staff access is available.</p>
	<p style="text-align: center;">Customer Sign-Off</p>
<p>14- Project CSAT Survey Complete</p>	<p>Customer Satisfaction Survey Link</p>
<p>15- Transitioned to Support</p>	<p>All implementation tasks and transition to support has been successfully completed.</p>

5b.4 Please provide an example of a back-out strategy/plan if issues are encountered with the new application version post-production release. Include roles/responsibilities for both your company and the State.

Our goal is to deliver Indiana a quality application with a successful release. After the initial production release, PowerSchool will provide regular releases to update functionality and address issues. This includes the ability to rapidly deploy fixes for critical issues once a fix has been identified.

(5c) Release and Change Management

5c.1 Please describe your company's overall release management strategy and processes.

Each version of Special Programs is planned--starting with a Feature Complete date. On the Feature Complete date, a protected branch for the planned version is created off the Master branch. This branch is used to build installers specifically for this version. These installers are then provided to our Quality Assurance engineers who perform an upgrade of the application in the same way that will eventually occur in production. The changes contained in this version are then regression tested using a mix of Manual and Automated testing. After approximately one week of regression testing after all code has been passed, the version is declared Component Complete. At this point the version is deployed to a Staging environment where another round of automated testing is done with various features enabled in an environment more like Production. Finally, after passing Staging testing various stakeholders review the release for a Go/No-Go ceremony. Once the version receives a Go from all stakeholders it is scheduled for deployment to production at the previously planned date.

PowerSchool's goal is to provide customers with new features and functionality through two releases annually: one in November and one in April. Software updates are only available to customers with current licenses when the update is released. PowerSchool's support center is available to assist customers through these upgrades. Customers are notified five days prior to a new release.

Maintenance releases are provided as needed to address known issues and may be provided through the installer-based system or through the auto-update feature in PowerSchool, depending on the adjustments made to the application.

Each release is subjected to our stringent release process for requirements, client validation, unit testing, regression testing, client beta test periods, and a rigid quality assurance and testing process to ensure high-quality releases. Each release is also accompanied by a set of supporting product materials, including documented release notes, as well as client webinars and video tutorials for select features.

PowerSchool follows an Agile Software Development Lifecycle (SDLC) that seeks to:

- Involve the Quality Assurance organization earlier on in the SDLC as compared to traditional Waterfall methodologies
- Strengthen the relationship and collaboration between Product Managers, Software Development Engineers, and Quality Assurance Engineers
- Organize work into smaller, well-understood units
- Increase accountability for producing high quality software
- Increase customer involvement in the development of software solutions

This proven methodology results in more robust and compelling software, delivered in less time and with greater quality.

5c.2 How frequently will new versions/patches be released? Is there a regular release schedule?

PowerSchool has two types of updates to the PowerSchool Special Programs platform:

1. Global Platform Version updates, which are released twice per year (November and April) and include new features and functionality that are driven by direct feedback from our customers through monthly State and Provincial Advisory Groups. Version updates are communicated in a variety of ways including release notes that are accessible by any user by clicking on 'What's New' on the homepage/dashboard.
2. State model updates are released as needed and contain updates due to changes in state or federal regulations or rules. State model updates are communicated via model update release notes that are sent via PowerSchool Tech Notes to system administrators and Special Programs office contacts.

5c.3 Will release notes be available? If so, how far in advance will the release notes be disseminated? Provide an example of release notes that the State can expect.

Our goal is to ensure customers know what updates are made in the product and can plan accordingly. We typically discuss state model updates with our state DOE customers well in advance of a release. For major releases we often work with states to test the functionality before release to production. PowerSchool Special Programs release notes are published and accompany each release.

The timing of the official release notes can vary based on the impact of the release. For global platform updates release notes are typically sent one to two weeks ahead of the release. The format is a concise note on the customer-facing enhancements and bug fixes with a link to user guide documentation, where applicable. Further training on releases and updates can be accessed through our robust knowledge base, PowerSource.

Sample Release Notes can be found at the following website, along with a sample screen capture below: <https://docs.powerschool.com/SEPADMIN/release-notes>

The screenshot displays the 'Special Programs System Administrator' web application. The left sidebar contains a navigation menu with categories like 'Release Notes', 'Overview', 'Basic Configuration', 'Profiles and Data', 'Security', 'Active Directory Integration', 'PowerSchool Integrations', and 'Electronic Signatures'. The main content area is titled 'Special Programs 22.11.0.0' and includes a message that version 22.11.0.0 is available as of December 16, 2022. It lists 'New Features and Enhancements' and 'Resolved Issues' in table format. A 'Learn More' link is provided for the 'Digital Signature Details' feature.

Special Programs 22.11.0.0

PowerSchool Special Programs version 22.11.0.0 is available as of December 16, 2022.

- New Features and Enhancements
- Resolved Issues

New Features and Enhancements

Category	Release Note	Learn More
Digital Signature: Restart Signature	Staff can restart the signature process from the Digital Signature Details dialog. Using the restart option, you can change the routing order, change a signer's email address, name, or preferred language, or opt a signer out of the signing process without having to void and delete the signature request.	Digital Signature Details

Resolved Issues

Category	Release Note
Audit Log	Resolved an issue that prevented authorized administrative users from accessing audit log partitions.
Digital Signature	Resolved an issue where the Digital Signature request took longer than anticipated.
Digital Signature: Email Blurb	Resolved an issue where admin edits to the email blurb were not included in signature request emails.
Student Document	Resolved an issue where the Document Template Translation menu option was not navigating to the document template page. Staff must have the security settings for translating document templates to access this menu option.

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5c.4 How should the State test and give feedback on existing releases?

PowerSchool provides a quality user experience to our PowerSchool customers through a variety of services. With PowerSchool, users can do all of the following:

- Access a quality customer support team
- Participate in online user forums
- Explore upcoming product features and provide input through our focused customer reviews
- Provide feedback through online PowerSchool Ideas Portal, with community voting and feedback loops for PowerSchool Group to listen, gather, and meet the requirements of existing customers

5c.5 What, if any, obligation does the State have to implement a new release?

PowerSchool Special Programs releases do not typically require actions from the state. They are automatically rolled out through a brief maintenance window timed to impact fewer users.

State of Indiana specific application model updates are planned in conjunction with the state, tested by the state, and the release timing is scheduled at a reasonable time for the state and PowerSchool.

Global Special Programs platform updates include security, performance, and application capability updates. To maintain consistent security and performance standards our application is designed for all environments to run on the same platform version. Platform updates are required and automatically applied at the time of release.

5c.6 What is your process of recommending future software changes to the State?

PowerSchool Special Programs plans the scope of updates for the state specific model in conjunction with the state. This model includes state-specific documents, profiles, dataflow, and reports. We will meet regularly with the State to review the performance of their application and discuss potential enhancements.

5c.7 Is there an emergency change/hotfix process? If so, describe the process and associated timing.

Normally, two major releases are scheduled throughout the year in the spring and fall with hotfix patches deployed between the major releases, as needed. All releases are scheduled in advance by PowerSchool Services with the primary IT contacts for each customer. Release schedules are subject to change, but in general, respect the timelines previously detailed in this response.

5c.8 How does your company prioritize future changes requested by the State and other customers?

We take pride in the partnerships we have developed with our state and provincial counterparts over the last two decades. Feedback from our customers has shaped the Special Programs solution into the mature application it is today which includes features that focus on guiding compliance, promoting communication, and streamlining manual processes whenever possible.

PowerSchool meets with our state clients such as the IDOE at least quarterly to discuss the overall system and document IDOE priorities for upcoming state model software releases. In addition to our quarterly meetings with the state, we utilize the PowerSchool Ideas Portal which provides broader access to end users for submitting new enhancement ideas to PowerSchool to improve features available in our software. After an Enhancement Request has been entered, other PowerSchool users can vote and submit their own comments on the topic. New ideas will be reviewed, typically within 10-15 days, and updated with a new status. Any submitted ideas, or ideas that an individual votes on will appear under the My Subscriptions category. When an enhancement begins to draw interest from others, PowerSchool considers that enhancement for a future product release. In addition to the popularity of a given idea, PowerSchool also evaluates potential product enhancements based on various criteria including:

- How the feature complements or competes with existing features
- How all customers can benefit from the feature
- How the feature fits into our product philosophy and direction
- Resources required to add the feature to the product
- Cost benefit for customers

5c.9 How will training be updated and rolled out as needed for new versions of the software? If so, describe the process.

For major feature releases PowerSchool Special Programs conducts webinars to review the changes with the user community. Further training on releases and updates can be accessed through our robust knowledge base, PowerSource.

5c.10 What authority will the State have to stop a production release if testing reveals an issue deemed critical?

PowerSchool will not knowingly release software to production with an issue we deem critical. We expect the state to test all software releases to the state-specific application model before they are released to production. Since these releases only affect the state, the state may choose to delay the release.

PowerSchool deploys best in class quality testing standards and automation across state model and global platform releases. Platform releases effect the security, performance, and application capabilities of all customers. The Special Programs application is architected for all environments to run on the same platform version. Platform updates are required and automatically applied at the time of release.

5c.11 How are updates to testing materials integrated into the release management process?

For state-specific model releases PowerSchool will work closely with the state to ensure they understand the features to be tested and the test processes to be executed.

6.Training and User Roles

(6a) Multi-Tier Functionality

6a.1

Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2c3) Multi-Tier Functionality.

PowerSchool Special Programs accommodates multiple levels of authorization utilizing a role-based security model. All levels listed in this requirement can be supported with the current security model. For each major function that staff users perform, there exists a security group that delineates the access privileges those users need to perform that function. For each security group, the System Administrator grants membership to all staff that will perform the corresponding function. Staff members frequently perform more than one function, in which case they are granted membership in all the corresponding security groups. Users who are members of more than one group have the combined privileges of all groups. Security permissions for an individual end user can be adjusted on an as-needed basis. This means that a

user who is part of a security group can be granted or denied security permissions above or below the group. Security permissions can be altered on an ongoing basis by administrators who have appropriate security permissions to do so.

The System Administrator can also grant security permission to parents/guardians and students and manage which documentation each group can see. Special Programs provides a designated home portal enabling applicable users to access documentation and communication online.

For each major function that staff users perform (e.g., curriculum administration, student assessment, data management, teachers, child study team members, etc.), there exists a security group that delineates the access privileges those users need to perform that function. For each security group, the System Administrator grants membership to all staff that will perform the corresponding function such as approving documents such as IEPs or ILPs before they can be finalized.

Since staff members frequently perform more than one function, they can be granted membership in all corresponding security groups. Users who are members of more than one group have the combined privileges of all those groups. PowerSchool Special Programs is deployed with a pre-defined set of security groups that typically meet the needs of Special Programs management. These standard groups and their associated permissions will be thoroughly reviewed and fine-tuned with IDOE stakeholders as part of the implementation process.

(6b) Training and Support

6b.1 Please describe your high-level training strategy/plan for delivering virtual training to the approximately 30,000 end users across the state.

PowerSchool's training methodology is to personalize the learning for educators in Indiana with our powerful professional learning option. PowerSchool has a broad set of training offerings to supplement and enhance your products. These offerings have been carefully designed to support your school, school corporations, or IDOE project team and administration users. Our experts are committed to providing the tools you need to advance what's possible in your organization. We provide a variety of professional learning options to accommodate every learning style. Our sessions are based on the latest educational research and utilize strategies that have been proven to elevate professional practices. We will help you create learning opportunities for all students to effectively meet their diverse needs.

Our team has been partnering with school districts around the United States for over 20 years creating and delivering high-quality professional development. Our professional learning sessions are designed based on adult learning principles, educational research, and characteristics of professional learning that have been proven to shift professional practices. Our sessions are collaborative, relevant, action-oriented, personalized, sustained, and learner-centered. In addition, we are proposing the IDOE makes extensive use of the **"Train the Trainer"** concept. PowerSchool's commitment to and application of the "Train the Trainer" process has been effectively demonstrated in large-scale implementations, such as Chicago Public Schools.

PowerSchool recommends the same approach for the IDOE rollout. It will be employed in every possible instance to foster the school corporations' teams' ownership of the learning, to encourage the team's self-sufficiency and to deliver best business value. The training will include:

Initial Solution Training: Core product training for a solid foundation using your solution. PowerSchool Initial Product Training delivers targeted instruction, guided practice, and authentic assessment so participants can apply what they have learned and incorporate PowerSchool into their daily responsibilities.

Supplemental Product Training: Develop a deeper understanding of the platform to maximize use of the system and increase school corporation-wide adoption. Participants can take their PowerSchool skills to the next level by attending onsite or online instructor-led sessions that cover intermediate training topics. Several of the courses cover topics that focus on processes users need to complete during different phases of the school year. PowerSchool also offers advanced-level training consultations to provide one-on-one assistance. Additional fees may be required.

Continuing Education: Engage in customized professional development based on IDOE objectives and continuous improvement goals delivered through the PowerSchool Special Programs Academy. Additional fees may be required.

Training will be an ongoing activity throughout the implementation of PowerSchool Special Programs. A complete Training Plan will accompany the Project Plan and Statement of Work that will be created collaboratively during the Initiation Phase of the project. Below is a sample of the courses that will be included in the final training plan.

Course:	Course Info:	Participant and Delivery Details:	Course length:	Total Days:
PowerSchool Special Programs End User Training	Initial Product Training- The participants will be able to apply effective strategies to train end-users to use the PowerSchool Special Programs system.	Delivered to State Staff - Core product training for a solid foundation using your solution. PowerSchool Initial Product Training delivers targeted instruction, guided practice, and authentic assessment so participants can apply what they have learned and incorporate PowerSchool into their daily responsibilities.	4.5 Days	243 Hours

PowerSchool Special Programs Academy	Initial Product Training - The participants will be able to apply effective strategies to train end-users to use the PowerSchool Special Programs system.	Delivered to school corporations Staff - Module 1: End User – Communication, Profile Access, and Caseload Management Module 2: End User – Document Processing and Event Management (<i>Module customized based on Special Education User, 504 User, and EL User</i>) Module 3: System Administrator – Managing Data Configurations and Integrations Module 4: System Administrator – System Security and User Configuration Module 5: System Administrator – Digital Signature, Document Behaviors, and Keyword Tables Module 6: Report Writer - Introduction to Report Writing Module 7: Report Writer - Creating Reports for Compliance Management	The Special Programs Academy is designated for a cohort of 25 participants and will be delivered via a blended model using the Schoology Learning platform for content sharing and asynchronous instruction. This package includes 7 modules and can span 6 months	25 Hours x 48 Cohorts
PowerSchool Special Programs End User Training	Initial Product Training- The participants will be able to apply effective strategies to train end-users to use the PowerSchool Special Programs system.	Delivered to School Users - Core product training for a solid foundation using your solution. PowerSchool Initial Product Training delivers targeted instruction, guided practice, and authentic assessment so participants can apply what they have learned and incorporate PowerSchool into their daily responsibilities.	Ongoing knowledge transfer with the addition of 4 hours	144 Hours

PowerSchool Online Help Guides is available for all end-users and system administrators any time. At the click of a button, online help is configurable to include IDOE specific processes, policies, and procedures. Task guides and breakdowns, videos, and short Mastery-in-Minutes are a few of the methods available through the Help link available in all portals and pages. PowerSchool Community and PowerSource are PowerSchool’s online community forums for user guides, discussion forums, and community exchange of questions, best practices, and tips to build your network and collaborate with the largest educational technology community in K-12.

6b.2 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2d1) Online Storage of Training Materials.

PowerSchool Online Help Guides is available for all end-users and system administrators any time. At the click of a button, online help is configurable to include IDOE specific processes, policies, and procedures. Task guides and breakdowns, videos, and short Mastery-in-Minutes are a few of the methods available through the Help link available in all portals and pages. PowerSchool Community and PowerSource are PowerSchool's online community forums for user guides, discussion forums, and community exchange of questions, best practices, and tips to build your network and collaborate with the largest educational technology community in K-12. PowerSchool Community and Knowledgebase articles are available in digital format to all users 24x7 days a week.

Unlike traditional websites that only allow users to receive information, PowerSchool Community allows all users to access, participate in and contribute to the worldwide PowerSchool Community.

- **An Expansive Knowledgebase.** Quickly search more than 29,000 articles and documents.
- **Forums.** Connect and collaborate with more than 329,800 members in more than 17,300 discussions.
- **Professional Development.** Immersive and comprehensive web-based distance learning courses.
- **Mastery in Minutes.** Access a growing list of more than 150 interactive and entertaining tutorials.
- **PowerSchool Community Exchange.** An area for sharing reports, transcripts, custom pages, and more with other PowerSchool users at no cost.
- **Training Documentation.** PowerSchool Group will provide you with all available system and training documentation as part of the overall implementation. In addition, further system and training information—quick references, tutorials, videos—is available through PowerSchool Community.

6b.3 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2d2) Training.

The true value of any new system is measured by an organization's ability to use it to further their unique goals. Our Customer Education services offer the widest selection of training options so that users can learn in the way that best suits their learning style, budget, and needs. PowerSchool's training team offers a full complement of trainers who come with a minimum of five years in administration or extended school experience and many of whom have been using PowerSchool systems for years.

PowerSchool's training methodology is to personalize the learning for educators in Indiana with our powerful professional learning option. PowerSchool has a broad set of training offerings to supplement and enhance your products. These offerings have been carefully designed to support your school, school corporations, or IDOE project team and administration users. Our experts are committed to providing the tools you need to advance what's possible in your organization. We

provide a variety of professional learning options to accommodate every learning style. Our sessions are based on the latest educational research and utilize strategies that have been proven to elevate professional practices. We will help you create learning opportunities for all students to effectively meet their diverse needs.

Our team has been partnering with school districts around the United States for over 20 years creating and delivering high-quality professional development. Our professional learning sessions are designed based on adult learning principles, educational research, and characteristics of professional learning that have been proven to shift professional practices. Our sessions are collaborative, relevant, action-oriented, personalized, sustained, and learner-centered. In addition, we are proposing the State makes extensive use of the “**Train the Trainer**” concept. PowerSchool’s commitment to and application of the “Train the Trainer” process has been effectively demonstrated in large-scale implementations, such as Chicago Public Schools. PowerSchool recommends the same approach for the IDOE rollout. It will be employed in every possible instance to foster the school corporations’ teams’ ownership of the learning, to encourage the team’s self-sufficiency and to deliver best business value. The training will include:

Initial Solution Training: Core product training for a solid foundation using your solution. PowerSchool Initial Product Training delivers targeted instruction, guided practice, and authentic assessment so participants can apply what they have learned and incorporate PowerSchool into their daily responsibilities.

Supplemental Product Training: Develop a deeper understanding of the platform to maximize use of the system and increase IDOE wide adoption. Participants can take their PowerSchool skills to the next level by attending onsite or online instructor-led sessions that cover intermediate training topics. Several of the courses cover topics that focus on processes users need to complete during different phases of the school year. PowerSchool also offers advanced-level training consultations to provide one-on-one assistance.

Continuing Education: Engage in customized professional development based on IDOE objectives and continuous improvement goals delivered through the PowerSchool Special Programs Academy.

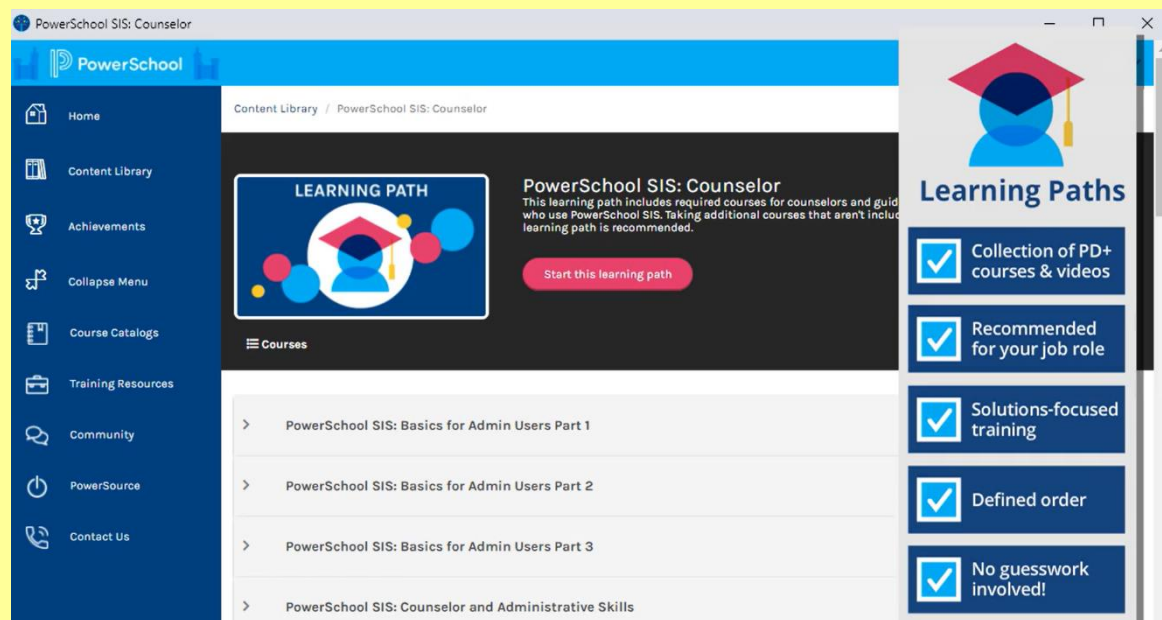
Training will be an ongoing activity throughout the implementation of PowerSchool Special Programs. A complete Training Plan will accompany the Project Plan and Statement of Work that will be created collaboratively during the Initiation Phase of the project. Below is a sample of the courses that will be included in the final training plan.

Course:	Course Info:	Participant and Delivery Details:	Course length:	Total Days:
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PowerSchool Special Programs End User Training	Initial Product Training- The participants will be able to apply effective strategies to train end-users to use the PowerSchool Special Programs system.	Delivered to State Staff - Core product training for a solid foundation using your solution. PowerSchool Initial Product Training delivers targeted instruction, guided practice, and authentic assessment so participants can apply what they have learned and incorporate PowerSchool into their daily responsibilities.	4.5 Days	243 Hours	
PowerSchool Special Programs Academy	Initial Product Training - The participants will be able to apply effective strategies to train end-users to use the PowerSchool Special Programs system.	Delivered to school corporations Staff - Module 1: End User – Communication, Profile Access, and Caseload Management Module 2: End User – Document Processing and Event Management (<i>Module customized based on Special Education User, 504 User, and EL User</i>) Module 3: System Administrator – Managing Data Configurations and Integrations Module 4: System Administrator – System Security and User Configuration Module 5: System Administrator – Digital Signature, Document Behaviors, and Keyword Tables Module 6: Report Writer - Introduction to Report Writing Module 7: Report Writer - Creating Reports for Compliance Management	The Special Programs Academy is designated for a cohort of 25 participants and will be delivered via a blended model using the Schoology Learning platform for content sharing and asynchronous instruction. This package includes 7 modules and can span 6 months	25 Hours x 48 Cohorts	
PowerSchool Special Programs End User Training	Initial Product Training- The participants will be able to apply effective strategies to train end-users to use the PowerSchool Special Programs system.	Delivered to School Users - Core product training for a solid foundation using your solution. PowerSchool Initial Product Training delivers targeted instruction, guided practice, and authentic assessment so participants can apply what they have learned and incorporate PowerSchool into their daily responsibilities.	Ongoing knowledge transfer with the addition of 4 hours	144 Hours	

6b.4 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2d3) User/Stakeholder Conferences and Webinars.

Our proposed solution includes a subscription to PowerSchool's Professional Development Plus (PD+)—our best-in-class, professional training solution offered in convenient, flexible, and engaging formats. PD+ includes unlimited access to an extensive library of self-paced courses and short video tutorials. All IDOE users will also have the opportunity to attend monthly webinars led by expert PowerSchool trainers. PD+ is a scalable and efficient online training solution to effectively reach all IDOE users. Live webinars are delivered by expert PowerSchool trainers and cover solutions-focused topics that are relevant to each phase of the school year. If additional webinars or conferences are needed by IDOE, we can provide pricing upon meeting stakeholders to discuss your unique needs. Below is a sample screen of PD+ content.



6b.5 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2d4) System Availability.

With our PowerSchool Hosting (vendor-hosted) solution, the PowerSchool Hosting Operations team utilizes a wide variety of automated monitoring systems and tools to provide a high level of service performance and availability. The monitoring systems and tools are extensively instrumented to provide 24x7 monitoring of key operational metrics and early warning thresholds across server systems, storage, networking components, security, performance, and availability. These capabilities allow our PowerSchool Hosting solution to sustain customer access at a minimum level of 99.9% per month during normal business hours (i.e., 7:00 AM to 6:00 PM, Monday through Friday, customer local time zone). Over the past two years we have experienced four unplanned outages as detailed below.

- February 2021 – Experienced a full outage impacting one customer for 36 minutes related to a Microsoft SQL Server TLS connection error.
- March 2021 – Experienced a full outage impacting customers for 67 minutes related to a Web Application Firewall (WAF) configuration error.
- June 2021 – Experienced a full outage during weekend hours impacting customers for 80 minutes related to an Azure NIC paused configuration.
- September 2021 – Experienced a full outage impacting one customer for 69 minutes related to a Microsoft Azure I/O connection issue.

Outside of these four unplanned outages we have been able to exceed our targeted level of 99.9% availability per month and achieve an average level of 99.96% availability over the past two years.

6b.6 The Respondent must provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2d5) Maintenance and Updates.

PowerSchool has a team of professionals dedicated to Special Education compliance at the state and federal levels. Any regulation changes made at the state or federal level will be configured in the IDOE database and deployed prior to the regulatory agency's deadline.

PowerSchool provides state and federal requirements updates at no additional cost.

(6c) Required Roles

6c.1 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2e1) IEP User Roles.

PowerSchool Special Programs employs a role-based security model. For each major function that staff users performs there exists a security group that delineates the access privileges those users need to perform that function, for example Teacher of Record, School and Corporation Administrator, Special Education Planning Corporation Administrator, IDOE Administrator, etc. For each security group, the Systems Administrator grants membership to all staff that will perform the corresponding function. Staff members frequently perform more than one function, in which case they are granted membership in all the corresponding security groups. Users who are members of more than one group have the combined privileges of all those groups. The System Administrator can customize security groups or the security privileges of individual users by adding, modifying, and deleting groups at any time.

Indiana Department of Ed Administrator will have traceable access (i.e., all user actions for all roles are recorded in the audit log) to statewide student-level data including drill-down access to

individual corporation and student activities. The role of Administrator will support the ability to create, deactivate, and restore user accounts.

6c.2 Please provide a description regarding how it will meet and address the requirements shared in Section 2: Contractor Responsibilities/Deliverables (2e2) ILP User Roles.

PowerSchool Special Programs employs a role-based security model. **EL Administrators** can be defined as a role-based security group. Within this group users can be provided with, but are not limited to, security permissions to access all parts of the system, including the ability to add/edit users and their roles for all school within the school corporations.

PowerSchool Special Programs employs a role-based security model. The **EL Teacher of Record** can be defined as a role-based security group. Within this group users can be provided with, but are not limited to, security permissions to manage their caseload, add/remove students from their caseload as well as create documents for their students.

Within Special Programs security permissions will drive what a user can view, access and/or edit. These security permissions can be granted across the solution and tailored to the section level of student profiles and student documents. For instance, a teacher may be a contributing member to progress monitoring and have edit rights to that section of the document, but only read access (or no access) to other sections of the same document. This type of security structure ensures that all users have adequate security permissions based on their role.

The PowerSchool Special Programs platform supports role-based security. A role or roles for an **Indiana Department of Education Administrator** can be created that will allow traceable access (i.e., all user actions for all roles are recorded in the audit log) to statewide student-level data including drill-down access to individual corporation and student activities. The role of Administrator will support the ability to create, deactivate and restore user accounts.

7. Service Level Agreements (SLAs)

(7a) Service Level Agreements (SLAs)

7a.1 During the last 12 months, what was this application's uptime (in percentage)? What was the percentage over the past 24-month period? How do you define "up time"? Please provide a detailed formula which you propose to use for calculation.

With our PowerSchool Hosting (vendor-hosted) solution, the PowerSchool Hosting Operations team utilizes a wide variety of automated monitoring systems and tools to provide a high level of service performance and availability. The monitoring systems and tools are extensively instrumented to provide 24x7 monitoring of key operational metrics and early warning thresholds across server systems, storage, networking components, security, performance, and availability. These capabilities allow our PowerSchool Hosting solution to offer an availability service level commitment at a minimum level of 99.9%. Historically, PowerSchool has maintained 99.93% availability over the past 12 months, and 99.96% availability over the past 24 months. All

measurements concerning this availability are calculated for each calendar month. The “Total Downtime Minutes” will be the average sum of the minutes for each downtime event, exclusive of planned or emergency maintenance, within a single calendar month. The “Total Service Minutes” will be calculated as 60 minutes per hour, 24 hours per day, for each day within a month. The “Availability” is calculated by measuring the % of the total time (measured in minutes) a product is available to users in a calendar month as measured based on 24x7X365 basis. ($\% \text{Availability} = \frac{\text{Total Service Minutes} - \text{Total Downtime Minutes}}{\text{Total Service Minutes per Month}}$).

7a.2 Can you provide high availability systems? How do you define “high availability”?

With our PowerSchool Hosting (vendor-hosted) solution, PowerSchool defines high availability as minimizing IT disruptions by eliminating single points of failure through redundant or fault-tolerant components. PowerSchool leverages Microsoft Azure for its cloud computing infrastructure, where multiple redundancy levels are in place to maintain high-availability infrastructure services. The web and database components run on Microsoft Azure virtual machines (VMs) where auto-recovery features are enabled to allow the VMs to migrate to a healthy physical machine. Data storage utilizes Azure managed disks that are configured to avoid single points of failure by replicating data for durability while maintaining high performance for latency-sensitive transactional workloads. The core Microsoft Azure network backbone utilizes highly available and scalable network services with redundant load balancing. Additionally, our PowerSchool Hosting Operations team provides 24x7 monitoring of performance and availability.

7a.3 What are your company’s service levels for hosting, help desk, etc.?

With respect to PowerSchool Hosting (vendor-hosted) service levels, PowerSchool will make commercially reasonable efforts to ensure the following services levels are met as part of our SLA

- All PowerSchool Hosted applications will reside in secure facilities committed to meeting or exceeding Uptime Institute Tier III standards (www.uptimeinstitute.com).
- Customer access (“Availability”) is at a level of 99.9% per month.
- The PowerSchool Special Programs platform will not have a website load time of greater than 5 seconds.
- Priority 0 incidents such as a full outage will have a response time of up to 1 hour.
- Priority 1 incidents such as degraded performance or partial outage will have a response time of up to 4 hours.
- In catastrophic Disaster Recovery scenarios, systems are capable of being restored in secondary data center facilities with a targeted Recovery Time Objective (RTO) of up to 48 Hours and Recovery Point Objective (RPO) of up to 24 Hours.

Additional information as it relates to our PowerSchool Service Level Agreement is made available to our customers upon award of contract.

7a.4 How often are the service levels reviewed, and will the State be provided with service level results for each period?

PowerSchool reviews service levels periodically, based on customer feedback, access to new technology, and changes in accepted standards in our field. Any changes to service levels will be shared with IDOE.

7a.5 Will the service fees be reduced if agreed upon service levels are not met? Describe.

PowerSchool's standard support policy and service level agreement is attached as Exhibit A to the PowerSchool MSA, which has been included in [appendix C](#). PowerSchool will discuss any concerns about standard support policies as well as enhanced and/or custom support offerings which Customer may opt to purchase.

7a.6 Please provide details and describe SLAs for incident response. Include how incidents will be managed and communicated to the State.

Identifying and responding to security incidents is a critical element of PowerSchool's security posture and our ISO 27001:2013 compliance. PowerSchool's 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 and is modeled after the PICERL (Preparation, Identification, Containment, Eradication, Remediation and Lessons Learned) method to provide quick response, effective isolation and containment, thorough root cause analysis, and appropriate remediation. As part of this plan, PowerSchool has a dedicated PowerSchool Security Incident Response Team (SIRT) to provide a quick, effective, and orderly response to computer related incidents such as improper disclosure of confidential information to others, breach of Personal Information, and other events with serious information security implications. The PowerSchool SIRT mission is to prevent a serious loss of information assets, public confidence, or profits by providing an immediate, effective, and skillful response to any unexpected event involving computer information systems, networks, or databases. Under directions of the PowerSchool Chief Information Security Officer, the PowerSchool SIRT is authorized to take appropriate steps deemed necessary to contain, mitigate, or resolve a computer security incident and is responsible for investigating suspected intrusion attempts or other security incidents in a timely, cost-effective manner, and reporting findings to management and the appropriate authorities as necessary. Additionally, PowerSchool has engaged the services of a leading Incident Response Retainer firm to assist with investigations and forensics support when needed and maintains cyber insurance to protect against cost of information security breaches and any incurred liabilities. In the unlikely event that there is an

unauthorized disclosure of Personal Information related to a security incident, PowerSchool will promptly inform the customer of the following information, if reasonably available to PowerSchool: (1) what information was disclosed; (2) the staff/student(s) affected by the disclosure; and (3) PowerSchool's course of action to mitigate any further disclosure.

In regards to our Help Desk SLA for reported issues, PowerSchool Application Support employs a tiered structure. Each level is defined as follows and includes support for English, Spanish, and French languages.

Support Tier	Description
Tier 0 Technical Support	Consists of the PowerSchool Administrators at each of the school corporations. These Administrators have access to the Support Portal knowledgebase. 80% to 90% of all potential issues may be resolved with the documentation contained on the Support Portal.
Tier 1 Application Support	Performs the initial investigation on all inbound technical support requests. PowerSchool fully trains the Tier 1 team to diagnose and resolve most issues; however, they will escalate to a Tier 2 Senior Support Specialist if they are unable to provide a resolution. 70% to 80% of submitted cases are typically resolved within Tier 1.
Tier 2 Senior Application Support	Subject matter experts focus their attention on a specific area of the application, allowing each specialist to obtain a deeper level of knowledge within their area of expertise. In the event the Tier 2 Senior Support Specialist is unable to resolve the issue; the issue may be escalated to PowerSchool Product Development organization, depending on the product line and type of issue identified. 10% to 20% of all submitted cases are typically resolved in Tier 2.
Product Development	Resolves the remainder of all issues. These issues typically are resolved by a PowerSchool product release; however, some issues may be resolved with a fix from development directly to the Customer.

PowerSchool agrees to provide prompt service for all requests. We will work IDOE to ensure their service support needs are met in a timely manner. Our world-class, professional Technical Support team provides expert advice on best practices, assistance with technical issues, and help with your solution.

With respect to software maintenance and technical support service level performance, PowerSchool has historical trends which are used to inform our performance and establish hiring needs. These trends include:

- 80% of all calls to Technical support are answered within 60 seconds.
- Customer Satisfaction levels have exceeded 97% based on customer surveys.

- Average speed to answer has historically been two minutes or less.
- Email response within one business day.

Response times will vary based on call load and time of the school year. PowerSchool's targeted response times during Support Business Hours are listed below, however initial phone response times average two minutes or less during off-peak season, and less than 10 minutes during the peak-season. Customers preferring to interact via email will typically receive a response within four business hours during non-peak season and within 12 business hours during the peak back-to-school season.

Support Type	Response Time
Telephone Support	Less than 10 minutes
Email Support	Less than 1 business day
Support Portal Submitted Case	Less than 1 business day

Issue priority definitions are provided below.

Priority	Description
Priority 0 (Urgent)	<ul style="list-style-type: none"> • Production system outage, data security/backups or submissions deadlines that can no longer be accessed, performed or met. • Missions critical impact which requires actively working with the Customer to resolve the issue or to restore production, including considering a release to resolve. • No workaround is available.
Priority 1 (Critical, must have)	<ul style="list-style-type: none"> • Critical "must have" functionality, with no known workaround or solution available. • Significant impact causing functional limitations and requires imminent but not immediate release.
Priority 2 (Must have, not critical)	<ul style="list-style-type: none"> • "Must have" functionality which may have known workaround or solution available. • Moderate to high impact, but not required for the upcoming release
Priority 3 (Nice to have)	<ul style="list-style-type: none"> • Cosmetic or "nice to have" functionality or product enhancements. • Minimal to no impact. System is operational

PowerSchool will make commercially reasonable efforts to ensure that submitted cases are assigned the proper level of priority. "Response Time" is the time it takes before a support agent makes initial contact with the individual who submitted the case. With the exception of Priority 0 cases logged by the Customer, response times are calculated within Standard Support Hours.

Severity	Targeted Response Time
Priority 0 (Urgent)	1 hour
Priority 1 (Critical, must have)	4 hours
Priority 2 (Must have, not critical)	8 hours
Priority 3 (Nice to have)	2 business days

8.Security, Backup, and Recovery

(8a) Backup and Recovery

8a.1 Please describe the backup and recovery procedures your company has in place. Please distinguish in your response the difference in procedures for on-prem and cloud environments.

With our PowerSchool Hosting (vendor-hosted) solution, data backup and disaster recovery plans exist and are a critical element of our ISO 27001:2013 compliance for business continuity. For data backup and recovery, all database servers are configured with multiple data backup and data recovery options based on product and compliance regulations. All database servers utilize online log files that allow for point-in-time recovery (PITR) options of database transactions and all database servers incorporate daily database backups that are replicated to secondary data center facilities for redundancy of recovery options. In the event data needs to be restored, the customer would work directly with our Application Support team to determine the best method (log files or backup sets) to restore the data, based on what data needs to be restored. Our Application Support team would then work with our PowerSchool Hosting Operations team to restore the data on the customer's behalf.

8a.2 What are examples of the types of issues (e.g., system breach of data, corruption of data) that would drive the need for disaster recovery and the mitigation strategies in place for each type of issue?

Within our formal business continuity and disaster recovery (BCDR) plan, there are many possible scenarios to invoke the disaster recovery process. This includes weather / natural disaster scenarios, facility related scenarios, social event related scenarios, and technology related scenarios. Our BCDR plan has a defined strategy for the disaster recovery process which includes identifying the scope of the outage as well as identifying the root cause with potential remedies. With our PowerSchool Hosting (vendor-hosted) solution, PowerSchool leverages Microsoft Azure for its cloud computing infrastructure, where multiple redundancy levels are in place to maintain high-availability infrastructure services. For disaster recovery scenarios that impact the primary data center, systems are capable of being restored in secondary data centers. For disaster recovery scenarios that do not impact the primary data center, systems are capable of being restored from log files as well as full backups that are local or replicated. For business continuity, PowerSchool corporate and its business functions are spread across multiple geographic locations. The physical distribution provides for internal redundancy and inherently stable infrastructure for business continuity regardless of the local impact of a disrupting event.

Our PowerSchool Hosting infrastructure is completely independent of our corporate networks and our PowerSchool Hosting Operations support organization is also distributed across multiple locations to ensure continuity of support services for customers.

8a.3 When was the last time a disaster recovery was initiated, and what was the outcome? How much was recovered back to the running state (i.e., the recovery level)? If the recovery level was not 100%, why not?

As part of our business continuity and disaster recovery (BCDR) framework, PowerSchool has identified teams that are responsible for recovery tasks should a disaster recovery event be invoked. For disaster recovery, PowerSchool relies heavily on automation so we can recover in a timely fashion should a catastrophic event occur. As part of this automation process, database backup files are replicated across Microsoft Azure Availability Zones (data center facilities) for redundancy of recovery options. Microsoft Azure Resource Manager templates (ARM templates) are then utilized to automatically deploy application and database servers and use the replicated backup files to restore the data. Domain Name System (DNS) is managed at the perimeter edge and can dynamically direct application traffic to multiple Availability Zones. In the event of a major disaster that affects the primary Availability Zone, the customer would be notified via email with details of the event and targeted recovery time. Systems would then be brought up in a secondary Availability Zone and restored with replicated data and then public DNS records would be updated to direct application traffic to the corresponding Availability Zone. In disaster recovery scenarios, the targeted Recovery Time Objective (RTO) is up to 48 Hours to have all our customers back online with a targeted Recovery Point Objective (RPO) of up to 24 Hours.

8a.4 Where is the disaster recovery site as compared to the primary site? Are your disaster recovery sites all within the United States borders?

With our PowerSchool Hosting (vendor-hosted) solution, PowerSchool leverages Microsoft Azure for its cloud computing infrastructure. The Microsoft Azure regions (East US and West US) utilized are in Virginia and California.

8a.5 Please describe the high-level disaster recovery activities used to restore the application, the associated timeline, and ownership of those activities.

As part of our business continuity and disaster recovery (BCDR) framework, PowerSchool has identified teams that are responsible for recovery tasks should a disaster recovery event be invoked. For disaster recovery, PowerSchool relies heavily on automation so we can recover in a timely fashion should a catastrophic event occur. As part of this automation process, database backup files are replicated across Microsoft Azure Availability Zones (data center facilities) for redundancy of recovery options. Microsoft Azure Resource Manager templates (ARM templates) are then utilized to automatically deploy application and database servers and use the replicated

backup files to restore the data. Domain Name System (DNS) is managed at the perimeter edge and can dynamically direct application traffic to multiple Availability Zones. In the event of a major disaster that affects the primary Availability Zone, the customer would be notified via email with details of the event and targeted recovery time. Systems would then be brought up in a secondary Availability Zone and restored with replicated data and then public DNS records would be updated to direct application traffic to the corresponding Availability Zone. In disaster recovery scenarios, the targeted Recovery Time Objective (RTO) is up to 48 Hours to have all our customers back online with a targeted Recovery Point Objective (RPO) of up to 24 Hours.

8a.6 What system impact (e.g., overall performance, speed, readiness of webpage, additional authentication requirements) will the State experience while utilizing the application at the disaster recovery site until the primary site is restored?

With our PowerSchool Hosting (vendor-hosted) solution, PowerSchool leverages Microsoft Azure for its cloud computing infrastructure. The Microsoft Azure cloud computing infrastructure allows the PowerSchool Hosting solution to leverage the same Virtual Machines instance types, SSD-backed volumes, and scalable network services across Availability Zones (data center facilities) to ensure there is no performance degradation should a disaster recovery event occur where secondary Availability Zones are utilized. In addition to this, Domain Name System (DNS) is managed at the perimeter edge network and can dynamically direct application traffic to multiple Availability Zones so end user access is transparent during a disaster recovery event.

8a.7 Please describe your disaster recover metrics in the context of average remediation time, recovery time object (RTO), recovery point objective (RPO), and maximum application downtime you have experienced.

In disaster recovery scenarios, the targeted Recovery Time Objective (RTO) is up to 48 Hours to have all our customers back online with a targeted Recovery Point Objective (RPO) of up to 24 Hours. As previously mentioned, PowerSchool has preventative measures in place and has not experienced an event that has required our formal business continuity and disaster recovery (BCDR) plan to be invoked.

8a.8 How often is a disaster recovery exercise performed for testing purposes, and how will the State participate? Please describe your disaster recovery testing procedures in the context of thoroughness and frequency of exercises.

As a critical element of our ISO 27001:2013 compliance for business continuity, PowerSchool has a formal business continuity and disaster recovery (BCDR) plan that is reviewed and tested annually through tabletop exercises including validations of system restorations. The process to review and test the BCDR plan is internal to PowerSchool, however we do offer customers access

to our relevant ISO 27001:2013 compliance documentation regarding business continuity, which has been audited by an independent third-party.

8a.9 What priority, within your current customer base, can the State expect if a disaster recovery is initiated?

As previously mentioned, PowerSchool relies heavily on automation so we can recover all our customers in a timely fashion should a catastrophic event occur that requires our formal business continuity and disaster recovery (BCDR) plan to be invoked. However, since this would be a statewide deployment, the restoration of services for IDOE would be a top priority based on the number of overall Local Educational Agencies (LEA) impacted by the event.

8a.10 How are backups properly encrypted and secured?

With our PowerSchool Hosting (vendor-hosted) solution, all backup files are stored within Microsoft Azure data centers on disk volumes that incorporate industry-standard AES-256 data at rest encryption with encryption keys managed and stored using hardware security modules (HSM) that have been validated under FIPS 140-2.

(8b) Security

8b.1 Please provide your company's security and risk management policies and include supporting documentation.

PowerSchool has formal security and risk management policies aligned to our ISO 27001:2013 certification to implement programs and controls across the business to minimize or eliminate information security risks to the organization. PowerSchool performs risk assessments to evaluate the impacts internal and external factors could have on the organization and its objective and the effectiveness of its controls responding to those impacts for the purpose of identifying areas of vulnerability and initiating appropriate remediation. PowerSchool utilizes an online Vendor Security Management Platform to provide customers with access to PowerSchool's security profile, which includes details of our security and risk management policies. This online security profile is available to customers upon request and requires the customer to accept a non-disclosure and confidentiality agreement.

8b.2 Please describe the security and risk posture of your solution?

The PowerSchool Special Programs security architecture allows the System Administrator(s) to assign a group of users or individual users with access to as much or as little data as is appropriate based upon their role. Data includes student profiles (section by section), documents (section by section), and reports. Security can be set up and defined at the

group/role-based level- e.g., special education teachers, related service providers, administrators, etc. Additional security permissions can be enabled or disabled at the individual end-user level. For example, a user can be in the special education teacher security group, then that user can have additional security permissions enabled at their user level to grant them additional security rights within the system. This level of granularity allows customers to detail security down to the section level of our forms. Within the PowerSchool Special Programs platform itself, authentication is managed and maintained directly by the customer and the customer is responsible to ensure their end users' credentials are not compromised, which could potentially result to unauthorized access or a security breach. To help customers effectively manage authentication, PowerSchool Special Programs supports Microsoft Active Directory as well as third-party Identity Provider (IdP) configurations for Single Sign-On (SSO) capabilities so that end user credentials can be centrally managed and monitored by the customer.

8b.3 Please provide a list of security certifications and compliance accreditations for the proposed solution. For each certification and compliance accreditation, include third party validations and supporting documentation. For each certification and compliance accreditation detailed, please state the status as in process, interim, or actual.

PowerSchool independently verifies its security posture and business continuity framework to internationally recognized standards for an information security management system (ISMS) and has been accredited with ISO 27001:2013 certification. As part of the ISO 27001:2013 annual certification renewal process, PowerSchool's controls for security and business continuity are reviewed and audited by QAS International Ltd. PowerSchool also maintains effective controls and standards based on AICPA SOC 2 Type 2 compliance for Service Organizations. PowerSchool utilizes an online Vendor Security Management Platform to provide customers with access to PowerSchool's security profile, which includes details of our information security controls, annual security documents, and certifications regarding our ongoing security policies and standards. This online security profile is available to customers throughout the life of the agreement so that customers can be assured our ongoing security policies and standards meet or exceed their own individual policies and standards. Access to this online security profile is available to customers upon request and requires the customer to accept a non-disclosure and confidentiality agreement.

8b.4 Please describe the logical security measures currently in place.

All PowerSchool employees and subcontractors must adhere to PowerSchool Information Security standards and practices regarding the protection of client data. For user authentication, PowerSchool utilizes Microsoft Active Directory to centrally manage credentials and all employees and subcontractors must use Multi-Factor Authentication (MFA) to access PowerSchool business systems. For our PowerSchool Hosting (vendor-hosted) environment, access to critical systems for maintenance and back-end administration are controlled and managed by a formal access provisioning process that utilizes an automated password and session management solution that provides secure access control, auditing, alerting, and

recording for any privileged account used by PowerSchool Hosting Operations staff to access PowerSchool Hosting systems.

8b.5 What physical security measures does your company have in place (i.e., key cards for caged areas)? Are there surveillance cameras at the entrance to your company's facility?

In accordance with our ISO 27001:201 compliance, all PowerSchool corporate offices have policies established to prevent unauthorized physical access, damage and interference to the organization's information and information processing facilities. PowerSchool personnel must utilize access cards for entry into PowerSchool facilities. All facilities that allow visitors must track visitor access with a sign in/sign out log per visitor. Where feasible and supported by building ownership and maintenance, PowerSchool employs video surveillance technology to deter theft, violence, and other criminal activity.

The Microsoft Azure data center facilities utilized employ an extensive series of security protocols throughout all data center areas to ensure data is 100% secure. Physical access is controlled at building ingress points by professional security staff utilizing video surveillance, detection systems, and other electronic means. Authorized staff utilize multi-factor authentication mechanisms to access data centers. Ingress and egress points to server rooms are secured with devices that require each individual person to provide multi-factor authentication before granting entry or exit.

8b.6 Are firewalls shared across several customers, or does each customer have its own firewall? If firewalls are shared across several customers, please expand on security measures tied to firewalls.

Since the solution is fully web-based and offered in a Software as a Service (SaaS) model, firewall configurations are globally deployed and shared amongst all PowerSchool Special Programs customers. Firewall configurations leverage Intrusion Detection Systems (IDS) and Intrusion Prevention Systems (IPS) technologies. Additionally, firewall activity is analyzed as part of our SIEM solution and monitored 24x7 by our dedicated Security Operations Center (SOC).

8b.7 How is one customer prevented from accessing another customer's data? What is your company's client-data isolation scheme?

Within our PowerSchool Hosting (vendor-hosted) environment each customer utilizes a secured PowerSchool Special Programs platform configuration that ensures data is segregated from other customers. While multi-tenancy architecture is utilized, each customer has their own dedicated database to ensure their data is completely isolated and separated from other customers. Additionally, each customer uses their own authentication scenario to control access to their data.

8b.8 What application and infrastructure intrusion detection programs are in place? What mechanisms are in place to provide real-time alerts for intrusion detection?

As part of our security framework, the PowerSchool Hosting (vendor-hosted) deployment incorporates a tiered approach for protection against cybersecurity threats. Enterprise systems at the perimeter edge network are utilized to protect, prevent, and mitigate against several types of denial-of-service (DoS) attacks, IP Spoofing, Port Scanning, and other malicious activities prior to network traffic entering the data center. Within the data center environment, internal and external network segments are protected by multiple levels of Intrusion Detection Systems (IDS) and Intrusion Prevention Systems (IPS) technologies as well as an extensive set of security groups to filter and monitor network traffic for malicious activities, unauthorized intrusion attempts, and policy violations. Additionally, all systems incorporate managed Endpoint Detection and Response using Next-Gen Antivirus technology for protection and mitigation against malware, viruses, and other malicious activities. These security controls are analyzed as part of our SIEM solution and monitored 24x7 by our dedicated Security Operations Center (SOC).

8b.9 Please describe the procedures currently in place if an intrusion is detected.

Identifying and responding to security incidents is a critical element of PowerSchool's security posture and our ISO 27001:2013 compliance. PowerSchool's 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 and is modeled after the PICERL (Preparation, Identification, Containment, Eradication, Remediation and Lessons Learned) method to provide quick response, effective isolation and containment, thorough root cause analysis, and appropriate remediation. As part of this plan, PowerSchool has a dedicated PowerSchool Security Incident Response Team (SIRT) to provide a quick, effective, and orderly response to computer related incidents such as improper disclosure of confidential information to others, breach of Personal Information, and other events with serious information security implications. The PowerSchool SIRT mission is to prevent a serious loss of information assets, public confidence, or profits by providing an immediate, effective, and skillful response to any unexpected event involving computer information systems, networks, or databases. Under directions of the PowerSchool Chief Information Security Officer, the PowerSchool SIRT is authorized to take appropriate steps deemed necessary to contain, mitigate, or resolve a computer security incident and is responsible for investigating suspected intrusion attempts or other security incidents in a timely, cost-effective manner, and reporting findings to management and the appropriate authorities as necessary. Additionally, PowerSchool has engaged the services of a leading Incident Response Retainer firm to assist with investigations and forensics support when needed and maintains cyber insurance to protect against cost of information security breaches and any incurred liabilities. In the unlikely event that there is an unauthorized disclosure of Personal Information related to a security incident, PowerSchool will promptly inform the customer of the following information, if reasonably available to

PowerSchool: (1) what information was disclosed; (2) the staff/student(s) affected by the disclosure; and (3) PowerSchool's course of action to mitigate any further disclosure.

8b.10 What mechanisms are in place to protect against service attacks?

With our PowerSchool Hosting (vendor-hosted) deployment, enterprise systems at the perimeter edge network, prior to web traffic (HTTPS) accessing the data center environments, are utilized to protect, prevent, and mitigate against several types of denial-of-service (DoS) attacks, IP Spoofing, Port Scanning, and other malicious activities.

8b.11 Has the integrity of your company's network ever been compromised? If so, what happened, what was the downtime and impact (RTO, RPO), and what was the response?

PowerSchool has an extensive set of security controls aligned to our ISO 27001:2013 compliance to prevent unauthorized intrusion attempts and unauthorized access to the infrastructure under the direct control of PowerSchool, which includes the PowerSchool Hosting (vendor-hosted) environment. PowerSchool also has a dedicated Security Operations Center (SOC) that provides 24x7 monitoring of security operations and incidents on an organizational and technical level. With these extensive security controls, PowerSchool has not experienced an incident where the PowerSchool network has been compromised.

8b.12 Which roles on the respondent team have access to customer accounts, and what is the purpose of that access?

Within the PowerSchool Special Programs platform itself, authentication and authorization are managed and maintained directly by the customer. The customer has sole control over how data within the PowerSchool Special Programs platform itself is accessed. PowerSchool does not access data within the PowerSchool Special Programs platform itself and is required to obtain customer permission before accessing a customer's environment to troubleshoot issues related to support requests.

8b.13 Are the data centers audited and/or certified? Provide summary details of Server Scans details, etc.

With our PowerSchool Hosting (vendor-hosted) deployment, Microsoft Azure data center facilities are utilized that comply with a variety of IT security and privacy standards including CSA STAR, ISO/IEC 27018, SOC 1, SOC 2, SOC 3, PCI DSS Level 1 and many others.

8b.14 Please characterize your company's most recent security audit results.

Our recent ISO 27001:2013 and SOC 2 Type 2 audits returned results that our security framework is designed and operating effectively. For further details on our audit reports, PowerSchool utilizes an online Vendor Security Management Platform to provide customers with access to PowerSchool's security profile, which includes details of our information security controls, annual security documents, and certifications regarding our ongoing security policies and standards. Access to this online security profile is available to customers upon request and available throughout the life of the agreement so that customers can be assured our ongoing security policies and standards meet or exceed their own individual policies and standards.

8b.15 What type of application scans (performance, data integrity, data security, etc.) does your company provide and at what frequency?

PowerSchool regularly scans its internal and external segments for known vulnerabilities and third-party penetration testing is performed annually. Specifically, static, dynamic, and SCA scans are performed at a minimum interval of every two weeks.

8b.16 What is your company's data encryption strategy for data at rest, data in transit, backup data, and hot or warm archive data?

With our PowerSchool Hosting (vendor-hosted) deployment, all web-based access to the PowerSchool Special Programs platform is secured using the latest version of Transport Layer Security (TLS) for encryption of data in transit. The certificates minimally utilize a 2048-bit RSA key with SHA-256 signatures and are issued by a commercial Certificate Authority (CA). Additionally, all systems where sensitive data resides incorporates industry-standard AES-256 data at rest encryption with encryption keys managed and stored using hardware security modules (HSM) that have been validated under FIPS 140-2.

8b.17 Please confirm that any data provided by or for the State remains State property and may not be marketed or sold by the respondent without the express written State consent.

With our PowerSchool Hosting (vendor-hosted) deployment, all data within the platform remains the property of and is solely owned, and thereby controlled, by the IDOE. Data will not be marketed or sold by PowerSchool.

8b.18 Please describe how your company securely handles requests for importing and exporting data in and out of the system (migrations, initial populations of data into a new system, any exporting of data for public record requests).

As part of our security framework and ISO 27001:2013 compliance, PowerSchool has robust customer data handling policies that includes data classification, where customer data is considered confidential. Within the PowerSchool Special Programs platform, importing and exporting data utilizes a secured FTP connection or secured web session (HTTPS / TLS).

8b.19 Please describe how your companies SDLC properly incorporates data archival to avoid performance issues as the application matures and ages.

Within the PowerSchool Special Programs platform, students become archived when they are inactive for a user defined period. PowerSchool Special Programs also leverages an images database which stores less frequently accessed documents and is designed to reduce database size and increase overall performance. For both archived students and the images database, security is managed within the PowerSchool Special Programs application user security settings. Additionally, automated regression testing ensures that archived student data and stored images remain available and consistent with current application routines.

8b.20 Please describe your company strategy and process for operating security and middleware security updates and maintenance.

As part of our ISO 27001:2013 compliance for security, PowerSchool subscribes to the Information Sharing and Analysis Centers as a central resource for gathering information on cyber threats and vulnerabilities. PowerSchool utilizes resources from Computer SIRT, Qualys, and Tenable to discover emerging threats and develop effective countermeasures. With our PowerSchool Hosting (vendor-hosted) deployment, all systems are updated bi-weekly for security updates, unless the security update addresses an immediate security vulnerability. Additionally, the PowerSchool Product Development team scans all PowerSchool application software prior to release for potential security vulnerabilities such as those identified by the Open Web Application Security Project (OWASP) and issues are then remediated to ensure a clean scan.

8b.21 Does your company require background checks to all personnel that develop applications? If yes, please describe what level of background check your company forms on all personnel with access to data or application systems.

PowerSchool conducts extensive background checks of all new employees prior to employment as part of the hiring process. Extensive background checks include education and employment history verification, credit reports, criminal records, and references. Annual background checks are conducted for employees whose job roles require access to business- critical data, which includes customer data. The annual background checks include checking updated credit reports and criminal records.

8b.22 Are staff required to use key cards for entry maintenance and support areas?

Yes, all PowerSchool personnel must utilize access cards for entry into PowerSchool facilities. Our PowerSchool Hosting (vendor-hosted) deployment through Microsoft Azure, requires each individual person to provide multi-factor authentication before granting entry or exit to server rooms.

8b.23 Are customers allowed in the development areas?

Within PowerSchool facilities, customers or visitors are restricted to accessing development areas.

Appendices

The following section includes additional information cross-referenced in the responses above.

- [Appendix A](#): Fairbanks Offering
- [Appendix B](#): PowerSchool Team Bios
- [Appendix C](#): Statement of Understanding

Appendix A: Fairbanks Offering

The following pages include additional details about Fairbanks and how they will support your requirements with their solution and services.



Fairbanks Response

Fairbanks LLC ("Fairbanks") is pleased to submit our response to the Request for Proposal (RFP), Section 2c2: Medicaid Administrative Claiming Integration for statewide, school-based IndianaMAC administration support. Fairbanks will provide a stand-alone system for quarterly random moment time studies, school user training and technical assistance, quarterly claims calculation and quarterly claim reimbursements distribution for all eligible school corporations that voluntarily participate in the statewide program. Fairbanks' unique qualifications, experience, supporting information, and additional references are provided throughout our response.

Fairbanks is the only firm with the relevant experience, expertise, impeccable audit approach and results, along with the robust technology needed to meet all the requirements of Section 2c2 to deliver required services to the State of Indiana/IDOE. The Fairbanks team is uniquely positioned to support the State of Indiana/IDOE and the eligible school corporations in the continuation of the IndianaMAC Program with no disruption in ongoing operations or State oversight and compliance monitoring.

Throughout their careers, the members of the Fairbanks team have designed, implemented, and operated various Random Moment Time Study (RMTS), Administrative Claiming and Direct Services Claiming programs. In fact, the Fairbanks team designed and implemented some of the first Administrative Claiming and Direct Services billing programs in the country. Our company manages all aspects of Medicaid claiming, including program implementation and ongoing administration, consulting services, and audit/review services including:

- Initial program design and development with State agencies, including development of Cost Allocation Plans, State Plan Amendments, Implementation Plans and Monitoring and Review Plans
- Operations and delivery of statewide Random Moment Time Study programs
- Negotiations and program approval reviews with Centers for Medicaid and Medicare Services (CMS)
- State Plan Amendment and Cost Allocation Plan development and submission
- Design of web-based technology to administer the Administrative Claiming participant reporting process, time study, financial reporting, and claim/invoicing processes
- Training and support of clinicians during implementation phases and ongoing claim processing
- Program transformation and ongoing support and enhancement of mature projects, including Medicaid expansion projects, such as Free Care
- Development, implementation and support of program audits, including creation of audit/review plans, supplying program documentation, participation documents, electronic files, etc.



Fairbanks Response

The project requirements outlined in the RFP are equivalent to the services that Fairbanks has provided to state agencies and local education agencies across the country since 2004. We understand the project requirements include the provision of the following services: (1) statewide Random Moment Time Studies conducted quarterly, (2) Administrative Claiming Services, and (3) School user training and technical assistance.

We bring our national experience and best practices from multiple states to fulfill the RFP requirements and support the continued operation of those programs in compliance with federal CMS requirements. As business partners for States across the country since 2004, we have helped States efficiently and accurately submit financial data, achieve RMTS time study compliance, and provide agencies with real-time information to fulfill its oversight responsibilities and assure compliance with applicable regulatory guidelines.

To assist in assuring program integrity and compliance with the various rules, regulations and guidance that apply to Medicaid programs, Fairbanks brings a national perspective combined with state and local experience to recognize and understand the various program details and nuances that CMS has approved and allowed in Indiana and in other states. The Medicaid federal/state partnership results in as many different approaches, methodologies, and innovations as there are states and territories. As a trusted business partner to our state and local clients, Fairbanks understands the federal landscape and history related to Medicaid, School-Based Health Services, and cost settlement programs throughout the country.

Qualifications to Serve as the State of Indiana/IDOE Contractor

Fairbanks is the only firm that provides national experience and expertise in statewide school-based claiming programs, while maintaining impeccable audit results and no recoupments for our clients. Fairbanks is a national firm led by experienced professionals with extensive expertise in the areas of RMTS, Administrative Claiming, Direct Service billing, rate setting, Cost Reporting and Reconciliation and Settlement of costs, as well as experience with program integrity, program audits, revenue cycle management and other business processes for K-12 education, health care and government agencies. Our team has national public sector management and healthcare experience related to RMTS and Medicaid claiming for state and local agencies.

Fairbanks successfully implements and manages web-based RMTS and Administrative Claiming programs comparable to the services requested in this RFP for several large-scale, statewide projects. Our team has successfully designed, implemented, managed, and evaluated Medicaid claiming programs for over 8,000 LEAs serving almost 13 million students in 12 states.

The following Fairbanks clients represent work that is like that being requested by the State of Indiana, providing significant relevant experience and qualifications. For each of these clients, the table below indicates the services provided by Fairbanks to illustrate the breadth of each of



Fairbanks Response

these contracts. Please note that each of our Administrative Claiming and Cost Report clients in the chart below operate under a Certified Public Expenditure (CPE) model.

Fairbanks School-Based Medicaid Qualifications

State	Contract Inception	Time Study Coding	RMTS	Admin Claiming	Direct Service	Cost Report	Policy Development	Audit
Alabama	1999	✓	✓	✓	✓	✓	✓	✓
California	2012	✓	✓	✓			✓	✓
Illinois	2009	✓	✓	✓			✓	✓
Kentucky	2010					✓	✓	✓
Minnesota	2010							✓
Mississippi	2007						✓	✓
Missouri	2015	✓	✓	✓		✓	✓	✓
Nebraska*	1999/2017	✓	✓	✓		✓	✓	✓
New Mexico**	2010	✓	✓	✓		✓	✓	✓
North Carolina	1999	✓	✓	✓	✓	✓	✓	✓
Santa Cruz LGA	2015	✓						
Texas**	1999	✓	✓	✓		✓	✓	✓

*Fairbanks began work in Nebraska with Omaha/Lincoln districts before expanding to the entire state in 2017.

**Various Government Agencies including districts, Early Childhood Intervention, Local Health Departments and Mental Health Centers

Our national experience allows us to consistently monitor program and policy trends, adapting our programs as necessary to maintain compliance with federal and state guidelines. Our data collection methodology, web-based technology, flexible training, and comprehensive support allow our clients to participate in Medicaid Administrative Claiming saving time and effort while claiming all allowable reimbursement. Clients supported by Fairbanks have maximized allowable and appropriate revenues while minimizing the administrative costs associated with claiming Medicaid reimbursement.

In all aspects of claiming for Medicaid reimbursement, the Fairbanks team follows a collaborative approach that maintains a strong commitment to all stakeholders involved in the Medicaid Administrative Claiming program. These stakeholders include state level Medicaid and education staff, districts and cooperatives, and CMS. Our approach is built on the strong belief that the most successful results are obtained when there is extensive collaboration and communication among all stakeholders thereby creating trust and confidence in the team.



Our Approach

Fairbanks proposes that State of Indiana/IDOE partner with Fairbanks for program administration of RMTS and Administrative Claiming via the web-based Fairbanks system and our proven methods. This enables Indiana to leverage our monitoring and compliance tools to support oversight and program integrity. Fairbanks supports a continuous and seamless set of process steps that are easily followed by participating school corporations and have proven to achieve high levels of time study compliance, accurate financial reporting, and claim distributions.

Random Moment Time Study/Administrative Claiming Services

The RMTS and Administrative Claiming process comprises four quarterly processes, including submission of a Participant List, the RMTS, Financial Data Reporting, and Claim Calculation. The Fairbanks web-based system (Fairbanks system) provides one portal for both the State of Indiana/IDOE and the participating school corporation contacts to view, edit, and store documents in one place. Fairbanks will fulfill the requirements of the IndianaMAC program while adhering to the policy manuals approved by CMS and state guidelines as well as additional information issued by CMS during the reporting periods.

The Fairbanks RMTS system has been reviewed by CMS in conjunction with program approval in several states. It has been designed and developed to reduce the risk of school corporation staff providing insufficient or inaccurate information during the time study. Our system supports the ability to define the survey questions and based on the combinations of answers, our system can ask additional sub-questions for additional information. This “smart RMTS system” allows the user to answer the questions more accurately and efficiently.

Built-in data quality checks occur throughout the process ensuring RMTS screens are accurately completed. The combination of the Fairbanks system, robust quality assurance and Fairbanks staff follow-up enable accurate and timely completion of time studies. States that work with Fairbanks on RMTS processes have been achieving a quarterly response rate of 97%, which is much higher than the required program guidelines of 85%.



State Contracts

As demonstrated by our current client base, and continuous operation of Medicaid claiming programs in numerous states, Fairbanks has the experience, the scale, and the resources to enable Indiana to transition to the Fairbanks web-based solution with exceptional results for its stakeholders. With significant local and national experience, Fairbanks provides superior client service, program administration, and consulting projects for Centers for Medicare and Medicaid Services (CMS) funded programs. Through our experience with multiple statewide RMTS, Administrative Claiming, Cost Reporting and Cost Settlement programs, Fairbanks has helped states to transform their RMTS and Medicaid Administrative Claiming programs as well as to implement CMS-approved cost reporting and settlement programs using Fairbanks' solutions. The below chart includes a comprehensive list of comparable Fairbanks contracts.



Fairbanks Response

Client	Texas Health and Human Services Commission
Project	Statewide RMTS, Administrative Claiming and SHARS Program
Description	<p>In 2007, Fairbanks was awarded a competitively procured contract with the State of Texas Health and Human Service Commission (HHSC) to design, develop, implement, and maintain a comprehensive statewide RMTS, MAC and Direct Service Medicaid Cost Settlement program. Fairbanks administers this program for districts, Early Childhood Intervention (ECI) centers, Local Health Departments (LHDs) and Mental Health/Intellectual and Developmental Disabilities (MH/IDD) centers. Fairbanks has worked hand-in-hand with both HHSC and CMS throughout the implementation, training, operations, and maintenance phases of the engagement.</p> <p>In Texas, Fairbanks routinely trains approximately 100,000 end users via a combination of live training sessions, web-based presentations, conference calls, comprehensive supporting documentation, and manuals, as well as a toll-free client support center. Fairbanks and HHSC have successfully trained each district, collected Medicaid Cost Reports, completed both desk and onsite reviews of the Medicaid Cost Reports and reconciled every school year from 2006-2007 to the present for over 900 districts in Texas. Fairbanks has worked closely with CMS in every step of the cost settlement process and coordinates with all relevant parties to ensure the annual settlement process is properly completed.</p> <p>The contract with the State of Texas has been renewed multiple times and was again awarded to Fairbanks in a competitive procurement in 2010. In 2018, the State of Texas extended the contract with Fairbanks and is still in place to continue to deliver all cost report and cost settlement services.</p>
Client	North Carolina School Boards Association
Project	School-based RMTS, Administrative Claiming and Cost Report Program
Description	<p>Fairbanks works with a consortium of 67 Local Education Agencies (LEAs) across the state of North Carolina that has successfully claimed Medicaid Administrative Claim reimbursement since 1999. The consortium, which includes the majority of the LEAs in the state, works in close partnership with NCSBA, the Department of Public Instruction and the Division of Health Benefits (DHB).</p> <p>Effective State Fiscal Year 2008, Fairbanks expanded their services and implemented a Medicaid FFS Cost Report and Settlement methodology for</p>



Fairbanks Response

	<p>over 100 LEAs in the state. Fairbanks worked directly with CMS and DHB in negotiating program approval for Cost Settlement, including the necessary SPA changes, development of the Cost Report template and training documentation for CMS approval. Once approval was obtained, Fairbanks was able to quickly implement an online toolset, conduct training of LEA staff, complete collection and quality assurance of financial data, and determine final settlement values.</p> <p>Additionally, starting in Fiscal Year 2018, Fairbanks partnered with DHB to implement “Free Care” which included both policy consulting and system revisions. Again, Fairbanks was able to assist with the policy recommendations along with incorporating the necessary technology and process changes to support the expanded program. As a result of the Free Care expansion, school districts in North Carolina were able to increase claiming for both additional service providers and claimable services.</p>
Client	State of Minnesota
Project	School-Based Direct Services
Description	Fairbanks was awarded a contract by the Minnesota Department of Education in 2010 to evaluate and improve the state’s program for third-party billing of IEP-related services in the school setting.
Client	State of Nebraska
Project	School-Based RMTS, Administrative Claiming and Cost Report Program
Description	<p>Fairbanks has worked in partnership with Department of Health and Human Services (DHHS) in the provision of school-based claiming services for over 15 years. During that time, team members at Fairbanks worked with the Nebraska Schools Medicaid Consortium, led by Omaha Public Schools and Lincoln Public Schools, to successfully claim MAC reimbursement. Fairbanks worked closely with the Nebraska Public Schools and the State of Nebraska from initial program design through continued operation of the program, including comprehensive training and desk reviews of all claims.</p> <p>In 2004, Fairbanks worked with the DHHS to transition the Nebraska Schools Medicaid Consortium from a one-week time survey methodology to RMTS. Since then, we’ve consulted with DHHS and the Nebraska Public Schools on all-things Medicaid:</p> <ul style="list-style-type: none"> • Developing and updating Nebraska’s Medicaid claiming guide • Providing national perspective and insight to DHHS for their negotiations with CMS on behalf of Nebraska Public Schools



Fairbanks Response

	<ul style="list-style-type: none"> Working with the State Auditor to develop review protocols and procedures to help school districts meet and comply with federal regulations Training Nebraska Public Schools and state personnel on RMTS and MAC claiming <p>In 2017 through an RFP procurement process, DHHS awarded Fairbanks the contract to implement statewide services including RMTS, MAC Claiming, Cost Reporting and Settlement. At that time, the program increased from 31 school districts to more than 250 claiming entities. In awarding the contract to Fairbanks, Nebraska recognized the quality of our platform, our integrity and dedication to customer service, and our ability to scale-up our services to immediately accommodate additional claiming units, participants, and administrators. Under the scope of this contract, Fairbanks provided Medicaid school-based claiming utilizing a Random Moment Time Study methodology and cost settlement processes to support proper Medicaid reimbursement for both direct medical services and administrative activities. Fairbanks has worked hand-in-hand with Nebraska administrators at all levels to seamlessly transition claiming units to the Fairbanks platform.</p>
Client	Alabama Association of School Boards
Project	School-based RMTS, Administrative Claiming and Cost Report Program
Description	<p>Fairbanks partners with AASB to work with a consortium of 143 school systems across the State of Alabama, which represents the entirety of the school systems in the state. Alabama schools have successfully claimed MAC reimbursement since 1999.</p> <p>Fairbanks collaborates with AASB and Alabama Medicaid regarding program policy, ongoing claim administration and program reviews to conduct a statewide MAC Program. Over the past 23 years, Fairbanks has worked closely with Alabama Medicaid and CMS to incorporate program improvements, negotiate CAP and SPA changes, and ensure the integrity of the program.</p> <p>In 2013, Fairbanks partnered with AASB, Alabama State Medicaid and the Alabama State Department of Education to receive approval from CMS to transition the Direct Service program to a Cost Reporting methodology. As a result, Alabama was the first state able to negotiate CMS approval for a quarterly Cost Report methodology that enabled the schools to receive ongoing funds while streamlining participation requirements. Since then,</p>



Fairbanks Response

	<p>Alabama school systems have been able to claim for both MAC and Cost Reporting on a quarterly basis.</p> <p>Another key aspect of our partnership with Fairbanks includes a three-tier audit process involving multiple stakeholders from State Medicaid to the lead district and independent auditors.</p>
Client	Illinois Department of Healthcare and Family Services (HFS)
Project	Statewide RMS/Administrative Claiming
Description	<p>Fairbanks was awarded a contract in 2009 by HFS to transform the Illinois School-Based Health Services program from an array of LEA consortia using varying approaches and methodologies to a single, statewide RMS using the Fairbanks e-RMS toolset. In addition to managing all aspects of the quarterly time study for HFS, LEAs used the Fairbanks toolset to compile and submit LEA specific financial information and Fairbanks calculates the Administrative Claim for submission for all the LEAs in the state. Tasks included assisting in the writing of the Administrative Claiming Implementation Guide for CMS approval, review, and development of a Medicaid Eligibility Rate (MER) methodology and full software customization and implementation for over 900 LEAs statewide.</p>
Client	Commonwealth of Kentucky
Project	School-Based Direct Services
Description	<p>Fairbanks was awarded a statewide contract in 2010 by the Department for Medicaid Services (DMS) to deliver Direct Services Cost Report and Settlement services for all 175 LEAs in the Commonwealth. Since that time Fairbanks has successfully delivered Cost Settlements for all years beginning with FY09 through FY20.</p> <p>Fairbanks staff is responsible for training on the Fairbanks cost reporting toolset, data collection, quality assurance review, 100% desk review, and field audit services on annual direct services claiming. Fairbanks calculates the annual cost settlement through a CMS-approved methodology and coordinates distribution of the eligible funds with DMS. Fairbanks is currently collecting direct service and transportation costs for FY21, which also includes the recently CMS-approved Expanded Access SPA (Free Care). In order to accommodate a cost settlement which includes Free Care, Fairbanks updated our web-based cost reporting toolset to include additional provider types and claiming factors necessary for this new calculation.</p>



Fairbanks Response

Client	State of Mississippi
Project	School-Based Administrative Claiming Program
Description	<p>The Bower Foundation, a local not-for-profit foundation committed to the promotion of fundamental improvements in the health status of all Mississippians engaged Fairbanks LLC to review and audit the Medicaid Administrative Claim (MAC) program design, software application and processes developed on behalf of the State of Mississippi Department of Education by Bower Foundation. The contract included developing audit and review procedures for claims developed under the new Mississippi Administrative Claiming program, the implementation of these audit procedures, and review of claiming results for accuracy and appropriateness.</p>
Client	Los Angeles, California County Office of Education (LACOE)
Project	School-Based RMTS/Administrative Claiming
Description	<p>In 2011, LACOE selected Fairbanks to provide program expertise, consulting services and technical assistance to LACOE in fulfilling its monitoring, certification, claim review, oversight responsibilities and other services relating to the submission of School-based Medi-Cal Administrative Activities (SMAA) claiming invoices on behalf of the Los Angeles Unified School District (LAUSD). LAUSD is the nation's second largest public school district and was the first district in California approved by CMS to use RMTS. Fairbanks was contracted by LACOE, the nation's largest regional education agency, in assuring compliance with the CMS-approved RMTS Implementation Plan for LAUSD including training, testing and validation of the time study coding as well as evaluating the SMAA invoice submitted by LAUSD for accuracy and appropriateness.</p> <p>Upon the statewide implementation of RMTS in 2015, Fairbanks was contracted with LACOE to provide a web-based financial reporting and SMAA Invoice generation system that incorporates cloud-based audit documentation storage.</p> <p>Effective FY18, Fairbanks was selected as a RMTS system software provider to LACOE. After a successful roll-out and RMTS software transition, the districts participating in the SMAA program with LACOE have an integrated system that handles the entirety of their quarterly SMAA processes. Fairbanks more recently provided LACOE with policy and system support associated with California SPA 15-021, effective July 1, 2020. This included the bifurcation of code 2, the direct medical service code, with the purpose of integrating RMTS for both the SMAA and LEA Medi-Cal Billing Option</p>



Fairbanks Response

	Programs (direct services program).
Client	State of Missouri
Project	School-Based Services Random Moment Sampling, Administrative Claiming and Direct Medical Services Cost Reporting and Settlement
Description	<p>Fairbanks was selected in 2014 by the MO HealthNet Division of the Missouri Department of Social Services (DSS) to provide RMTS services for their statewide School District Administrative Claiming (SDAC) program. In addition to RMTS, Fairbanks is also contracted to provide training, program monitoring, auditing, and quarterly claim reviews.</p> <p>As a result of the initial contract's success, the MO HealthNet Division decided to expand its program offerings. Based on a new competitive procurement in 2018, Fairbanks was awarded the continuation of its SDAC program along with an expanded contract scope to include the implementation of the Direct Services Cost Report program and the IEP Transportation Cost Report program.</p>

Client	State of New Mexico
Project	School-Based Services Random Moment Sampling, Administrative Claiming and Direct Medical Services Cost Reporting and Settlement
Description	<p>In 2010, the Human Services Department of New Mexico (HSD) issued a Request for Proposal (RFP) seeking a vendor to implement and manage a web-based statewide school-based Random Moment Sampling (RMS) and Administrative Claiming system effective January of 2011. The terms included a contract end date of 6/30/2014 when HSD would be required to reissue a new RFP. This implementation involved significant policy support from Fairbanks to help HSD negotiate program changes with the Centers for Medicare and Medicaid Services (CMS) for retroactive approval effective 1/1/2011. Upon contract award, Fairbanks drafted a revised NM MAC Claiming Guide that HSD submitted to CMS for approval. In addition, Fairbanks prepared responses and crafted training materials for each CMS Request for Additional Information (RAI). As a result of Fairbanks' partnership, HSD obtained the necessary retroactive approval from CMS. Fairbanks was able to successfully implement the statewide school-based RMS and Administrative Claiming system on time and continued to provide full administrative, policy and training support for the entire term of the contract.</p> <p>As per their state policy, upon contract expiration, HSD issued a new RFP effective July 1, 2014, with a contract termination date of 6/30/2018. The</p>

**Fairbanks Response**

	<p>new RFP included an additional scope of work to implement Direct Medical Services Cost Reporting and Settlement for their school-based program and required the vendor to additionally provide federal policy and negotiation support in order to obtain approval from CMS.</p> <p>HSD was again required to issue another RFP for RMS, Administrative Claiming and Direct Medical Services Cost Reporting and Settlement effective 7/1/2018. Fairbanks once again bid and was awarded the work to continue the partnership with HSD in providing these services to all the participating districts in New Mexico through 6/30/2022.</p> <p>Fairbanks has recently contracted with HSD to implement Medicaid Expansion/Free Care effective with fiscal year 2023. This contract work includes policy guide modifications such as the SPA and RMTS Implementation Plan, CMS negotiations for approval, and system enhancements.</p>
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Fairbanks Response

The Fairbanks response outlines our qualifications, knowledge, methodology, and easy to use technology that demonstrate our ability to deliver outstanding client service to the State of Indiana for the IndianaMAC program and support to districts while also mitigating risk. The Fairbanks team's depth of relevant experience means less risk and effort for our clients. We look forward to working with the State of Indiana on this project for years to come.

The Fairbanks fee includes an extensive, all-inclusive support model:

- Dedicated team for in-depth policy, consulting, and audit support
- Easy-to-use web-based toolset previously approved by CMS in multiple states
- Scheduled and ad-hoc trainings for both Indiana/IDOE and school corporations
- Detailed quality assurance checks, including reviews from our QAA team
- Customer service call center via tollfree number and email support

Appendix B: PowerSchool Team Member Bios

PowerSchool is providing bios for key project personnel as a sample of the breadth of knowledge and experience of our team. Please note that depending on the timing of the implementation or other circumstances, PowerSchool may need to replace these members with other suitable candidates. Although these individuals will have primary responsibility for the implementation project, additional PowerSchool Team Members may contribute to the implementation process as needed. Replacement of resources will not hinder the progress of the project and will occur in a seamless manner. If required by customer, PowerSchool will provide reasonable rights to approve any replacements or resource changes during contract term.

Kristi Rhodes, Senior Deployment Manager

Professional Profile

Kristi is highly proficient and experienced with program/project management for education-tech projects. She provides award-winning customer service and interpersonal skills for every customer project she is assigned to. Additionally, she consistently relies on excellent problem solving and troubleshooting skills to make each project a success.

Relevant Professional Experience

PowerSchool Group, LLC, *Senior Deployment Manager* (2020–Present)

- Manage Multi-Deployment projects for all sizes of districts to include strategic customers.
- Maintain project schedules
- Lead and facilitate meetings
- Maintain customer relationships/customer satisfaction
- Ensure projects stay within budget and scope
- Identify and mitigate risks
- Identify Lessons Learned
- Mentor for Company, Team and PMP candidates
- Lead for Alabama statewide PowerSchool SIS implementation
 - Coordinate the work of 4 Application Specialists, Maintain project plans/Master Tracker, Meet with ALSDE for coordination/planning

PowerSchool Group, LLC, *Application Specialist/Project Manager* (2020–2021)

Curriculum Associates, *Senior Account Manager* (2017-2020)

- Worked closely with Sales and Professional Development team.
- Maintained customer satisfaction/relationships.
- Presented Beginning of Year/Mid-Year/End of Year Student Data to customers and worked with them to achieve student performance goals.
- Facilitator for Improving Your Project Management Skills professional growth group.

Pearson, *Delivery Executive/Regional Services Manager/Customer Satisfaction Manager* (2014-2017)

Pearson, *Program Manager* (2012-2014)

Pearson, *Senior Project Manager* (2010-2012)

Awards & Certifications

- 2014 Services Award
- Obtained PMP Certification – December 2013
- Employee of the Quarter – Q3 - 2013

- Departmental award for Outstanding Customer Service in 2012
- Company-wide Customer Focus award in 2010
- Departmental award in 2009 for Dedication to Overall Departmental Success

Education

- Bryan College | Master of Business Administration
- Maintains PMP Certification with 60 hours of CEUs every 3 years
- Global Dynamics | PMP Boot Camp | Risk Management | Schedule and Cost Control | Leadership and Communication
- Family Dynamics Institute | Certified Facilitator
- Chattanooga State | PMP Course
- PowerSchool University | 25 hours
- David Lipscomb University | Bachelor of Science: Marketing

Key Skills

- Education technology
- Project management
- Team leader
- Professional communication
- Liaison between stakeholders
- Business administration
- Agile methodologies
- Budget management

Dara Bogovic, Implementation Specialist

Professional Profile

Dara is a meticulous worker who is focused on quality and detail. She is always able and willing to assist co-workers, supervisors, and clients in a cooperative manner. This has allowed her to build relationships with key stakeholders. Dara's organizational and multitasking skills allow her to work well under pressure to meet deadlines.

Experiences and Accomplishments

Associate Project Manager at PowerSchool Group LLC, 2018– Present

Dara is responsible for implementation, configuration, training and support of special programs software for K-12 clients. Dara develops, monitors, and closes out successful project timelines for product deployment and analyzes business and technical requirements. In addition to leading quality assurance documentation, including test cases and test plans, Dara also delivers engaging virtual and onsite professional development.

Product Specialist at Eduplanet21 LLC, 2015 – 2017

Responsible for implementation, configuration, training and support of professional development platform for K-12 and higher education clients: Configured software platform per customer specifications and became product expert and provided product support to internal and external users. Scripted and created online support tutorials. Processed new, renewal, and content sales in platform and QuickBooks.

Software Trainer at Performance Matters, 2015

Responsible for delivering professional development to clients along the East Coast: Scripted and created online support tutorials; Developed and delivered engaging virtual and onsite professional development.

Project Manager at SunGard K-12 Education, 2004 – 2015

Responsible for implementation, configuration, training and account management of curriculum and assessment analysis SaaS software for K-12 clients. Defined and monitored deliverables and timeline with key stakeholders using consistent documentation. Researched state assessment/curriculum initiatives to be prepared for expansion into new territories. Mapped and imported data per client needs and requests. Developed and delivered engaging virtual and onsite professional development, with flexible content based on client need. Participated in and presented at Regional and National User Groups.

Derek Moyer, Senior Software Engineer

Professional Profile

Derek is a Senior Software Engineer for PowerSchool Special Programs with over two decades of programming experience. His programming skills, knowledge of databases, and extensive work in special education software allows him to meet the diverse needs of K-12 special education departments.

Experiences and Accomplishments

Senior Software Engineer at PowerSchool Group LLC

July 1995 – Present

Derek performs all phases of software development from gathering customer specifications, creating cost estimates, writing technical and user specifications, designing and developing custom programs, testing and installing custom software, to handling technical and end user support. He also serves as key technical resource for current custom software development team.

Programmer at Software Consulting Services

February 1993 – June 1995

Modified existing software to correct errors, adapt to new functionality and improve performance. Supported end users which included after-hours support.

Educational Background

- Lehigh University (Bethlehem, PA) | BS, Computer Engineering

Jeannine Mills

Supervisor, Professional Services, Customer Education

Jeannine has more than 25 years of experience in educational software training, teaching, assessment development, curriculum development, strategic thinking, and test data analysis. With a clear knowledge of education, student services, technology integration, data driven decisions, and assessment and statistics, she has a proven track record of creating innovative staff development with curriculum programs that improve teacher, student and overall school performance.

A results-oriented leader, Jeannine works collaboratively and congenially to implement best practices in all areas of curriculum, instruction and assessment.

Professional Experience

PowerSchool/PeopleAdmin/Performance Matters | 2016 - Current

Senior Customer Education Trainer

UCP of Central Florida, Assessment & Accountability Consultant | Current

School Board of Levy County, Bronson, FL, Principal | 2015- 2016

School Board of Manatee County, Bradenton, FL, Director of Assessment & Research | 2013-2015

Marion County School Board, Ocala FL, Principal | 2005-2013

Assistant Principal | 2001-2005

Dean, Reading/Technology Teacher | 1996-2001

4th/5th Grade Teacher | 1993-1996

Achievements

- Developed a Predictability Model for School Grades with a 97% accuracy.
- Student learning gains in ELA increased to the 14th highest performing school in the state out of 3196 schools during the 2015-2016 school year and was recognized by Governor Rick Scott.
- Reduction of school-based discipline referrals by 168% during the 2015-2016 school year.
- Implement a Google Education School/Chrome Books/Google Educational Platforms during the 2015-2016 school year.
- Recognized by FLDOE for District with Errors Less Than/Equal to State Average-Assessment (-20% change from previous year)and significant reduction of state investigations for testing invalidations during the 2014-2015 year.
- During the 2014-2015 school year implemented a new districtwide testing and data platform.
- During the 2014-2015 school year implemented district wide train-the-trainer professional development for the state wide required assessments to increase skill and proficiency across the district.
- Participated on School Improvement Team that led student achievement in like-sized school districts across Florida during the 2014 school year.
- During the 2012-2013 school year worked with district level stakeholders and Performance Matters to create an Early Warning System.
- In May 2013, was recognized for the largest gains in 4th grade writing in Marion County at Reddick-Collier Elementary school with a 39% increase (3.5 or higher). The writing scores increased to the 4th highest elementary school in Marion County in one year.
- During the 2010-2011 and 2011-2012 school years received the state level "Gold Level School Award" for Positive Behavior Support (PBS). During the 2009-2010 school year received the state level "Silver

Level School Award” for Positive Behavior Support (PBS) at Oakcrest Elementary School.

- Received the 2009 Florida School Recognition Award for innovation and commitment to achieving higher performance for all students from Governor, Charlie Crist.
- Received the 2008 Florida School Recognition Award for innovation and commitment to achieving higher performance for all students from Governor, Charlie Crist.
- During the 2008-2009 and 2009-2010 school years Oakcrest Elementary School (turn around school) remained an A School in Marion County, FL.
- July 2008 was recognized for an increase of 75 points on school grade, moving Oakcrest Elementary School from 464 (C Grade) points to 539 (A Grade).
- July 2007 was recognized for an increase of 87 points on school grade, moving Oakcrest Elementary School from 377 (C Grade) points to 464(C Grade).
- In August 2006, was recognized by Governor Jeb Bush for leading Oakcrest Elementary School to a” top 100 most improved in writing in the state of Florida”. Brought Oakcrest Elementary School from a “C” to an “A” in two years.

Awards Received

- Donations of Excess of \$20,000 for School Improvement
- Excess of \$10,000 in Grants to implement a Google Education School
- Wells Fargo \$1,000 Grant
- Kiwanis Club Recognition for Reading is Fundamental (RIF)
- Kiwanis Club \$1,000 Grant for Reading
- National After School Association Award
- Project Child Grant Recipient
- Comprehensive School Reform \$248,000 Grant Recipient
- Recipient of Reading Enhancement \$2,000 Grant
- Marion County Golden Apple Teacher
- Romeo Elementary School Teacher of the Year

Professional Development / Academic Activities

- Participated in the School Board of Manatee District Calendar Committee
- Facilitated the creation or revision of the District Student Records Manual,
- Comprehensive Guidance Plan, & Student Progression Plan
- Active participant on the New Teacher Orientation Committee
- School Improvement/Administrative Leadership Coach
- Learning Focused Model Trainer
- Facilitating Effective Teams Trainer/Taught Technology Inservices

- Learning Community Training/Academy Classroom Training
- Taught Classroom Management /Positive Behavior Support (PBS)
- Attended & Implemented IB Trainings school wide(International Baccalaureate)
- Peer Principal/Administrative Internship/Peer Teacher/Student Teacher Advisor
- Progress Energy/UCF Leadership Institute Presenter& Attendee
- Continuous Improvement Model Trainer
- Trainer for Florida Performance Measurement System (FPMS)
- Presenter at Florida Association of School Administrator (FASA) Conference

Appendix C: Statement of Understanding

STATEMENT OF UNDERSTANDING

PowerSchool Group LLC (“**PowerSchool**”) welcomes the opportunity to respond to this Request for Proposal/Information dated January 27, 2023 entitled RFP 23-73611 IEP-ILP Management System (“**Customer RFP**”). PowerSchool’s responses to the Customer RFP have been prepared in accordance with PowerSchool’s understanding of the requirements of Indiana Department of Education (“**Customer**”) based on the information provided in the Customer RFP.

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

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

In relation to the terms set out in the Customer RFP (including, without limitation, any terms, warranties and policies set out in Attachments B1, B2, and B3 of the Customer RFP as well as any terms, provisions, conditions, or clauses identified as “mandatory” in the Customer RFP), PowerSchool has confirmed compliance as required by the terms of the Customer RFP. Any such assent is, for the avoidance of doubt, subject at all times to this Statement of Understanding and the PowerSchool Main Services Agreement.

PowerSchool is providing unique software products and services to the Customer, and as such, PowerSchool proposes that any resulting agreement entered into for said products and services should be governed by the terms and conditions of PowerSchool’s Main Services Agreement (the “**PowerSchool Agreement**”) which is included in this response to the Customer RFP and can also be found at here:

https://www.powerschool.com/MSA_Feb2022/ as well as with any accompanying schedules and policies applicable to the offering under which PowerSchool proposes to do business with Customer if awarded this contract. Except as otherwise expressly provided in a final, definitive written agreement by and between the parties, any other terms or conditions, whether express or implied, including, without limitation to, the terms and conditions provided in the Customer RFP, PowerSchool’s response thereto, or any other written or oral communications, are specifically rejected by PowerSchool. PowerSchool’s preferred Data Privacy Agreement is included in this Response to Customer RFP as Exhibit C to the PowerSchool Agreement. Additionally, PowerSchool is a signatory of the Student Privacy Pledge.

As Customer and PowerSchool have an existing contractual relationship, PowerSchool is confident that a similar agreement can be reached between the parties with limited additional negotiations and proposes any agreement resulting from Customer RFP be based on the existing terms between the parties. PowerSchool has every confidence that in the instant case, in the event negotiation is necessary, all terms and conditions can be quickly negotiated to the satisfaction of both parties.

PowerSchool proposes that Customer consider that because the PowerSchool Agreement has been drafted specifically for use with PowerSchool products and services, it is better suited to operate as the Customer’s agreement with PowerSchool, rather than the Customer’s standard agreement. PowerSchool is willing to negotiate modifications and/or additions (either from Customer’s RFP or to address any other

Customer concerns) to its standard agreement(s) and any schedules and policies, after discussions and negotiation with Customer.

In addition to the PowerSchool Agreement, and without limiting its right to negotiate other provisions to which PowerSchool takes exception, PowerSchool specifically addresses the following terms:

PowerSchool proposes limiting the indemnification to the extent that losses and/or damages incurred by the Customer are caused by a claim that PowerSchool has infringed upon the intellectual property of another in providing PowerSchool's products or services to the Customer, as this is typically the primary concern for most of PowerSchool's customers utilizing PowerSchool's products and services. Additionally, the PowerSchool Agreement more fully sets forth PowerSchool's proposed Limitation of Liability and Indemnification terms.

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

PowerSchool has an extensive set of security controls aligned to our ISO 27001:2013 compliance to prevent unauthorized intrusion attempts and unauthorized access to the infrastructure under the direct control of PowerSchool, which includes the PowerSchool Hosting environment. PowerSchool also has a dedicated Security Operations Center (SOC) that provides 24x7 monitoring of security operations and incidents. PowerSchool is a publicly traded company, and as such, any material security incidents are disclosed as part of our filing with the U.S. Securities and Exchange Commission (SEC).

PowerSchool's security compliance is assessed by independent third-party auditors. Upon Customer agreeing to an NDA, PowerSchool shall provide access to information regarding PowerSchool's ISO 27001:2103 certification and SOC II Reports. To the extent that PowerSchool discontinues a third-party audit, PowerSchool will adopt or maintain an equivalent industry-recognized security standard. Please note that PowerSchool does not permit Customer security audits. Please note that PowerSchool does not permit inspection of its facilities and/or data centers in connection with Customer RFP or applicable agreement(s) resulting from Customer RFP.

PowerSchool incorporates levels of quality control in software design that are in accordance with good industry practice. Please refer to the PowerSchool Main Services Agreement for information regarding the obligations, rights, and remedies of the parties with respect to the software and services proposed by PowerSchool and the performance of PowerSchool's obligations.

The dates on which the proposed services will be completed depend, in part, upon completion of certain tasks by Customer's employees and the cooperation of Customer and its employees with PowerSchool in the tasks to be performed by PowerSchool in order to successfully complete the services. Given that such variables are beyond PowerSchool's control, PowerSchool cannot guarantee a date for completion of the services.

PowerSchool does not typically agree to cooperative purchasing options, the disclosure of the pricing of any other customer, and/or guarantee a pricing model that will equate to any other PowerSchool customer.

PowerSchool's products and services are based on a model that works best when utilized throughout the entire year, and as a result, **PowerSchool does not agree to allow the Customer to terminate this agreement for any reason/at any time.** PowerSchool agrees to allow Customer to terminate the agreement for non-appropriation of funds at the annual anniversary of its contract effective date, even if during a multi-year contract.

PowerSchool agrees that Customer may terminate any contract for cause and for cause only, but requests a 30-day cure period. In addition, remedies for breach shall be subject to the limitation of liability clause and

other applicable provisions of the PowerSchool Agreement PowerSchool proposes the following alternative to Customer's termination for cause language:

"Either Party will have the right to terminate this Agreement in whole or in part upon providing thirty (30) days' written notice to the other Party, in the event the other Party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that PowerSchool will have the right to terminate this Agreement immediately upon providing written notice to Customer if Customer breaches any of its obligations under Section 2 (PowerSchool Offering and Restrictions) or Section 4 (Proprietary Rights) of the PowerSchool Agreement. Customer further acknowledges that, as breach of the provisions of Section 4 may result in irreparable injury to PowerSchool, PowerSchool will have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages. In the event the default or breach cannot be cured within the thirty (30) days allotted, PowerSchool shall have a reasonable opportunity to cure said default or breach."

To the best of PowerSchool's knowledge or belief as of the date of this submission, PowerSchool is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any governmental agency or any other applicable agency. For current material information, please refer to PowerSchool's most recent SEC filing(s) available at: <https://investors.powerschool.com/financials/sec-filings/default.aspx>.

From time to time, PowerSchool is involved in disputes, litigation, and other legal actions. On a quarterly basis, PowerSchool evaluates developments in its legal matters that could affect the amount of liability that has been previously accrued, if any, or result in PowerSchool accruing a liability, and the matters and related ranges of possible losses disclosed, and makes adjustments and changes to our disclosures as appropriate. Significant judgment is required to determine both the likelihood of (i) loss and (ii) the estimated amount of such loss related to such legal matters. Until the final resolution of such legal matters, there may be an exposure to loss, and such amounts could be material. For legal proceedings for which there is a reasonable possibility of loss (meaning those losses for which the likelihood is more than remote but less than probable), PowerSchool has determined it does not have material exposure on an aggregate basis at this time. For current material information, please refer to PowerSchool's most recent SEC filing(s) available at: <https://investors.powerschool.com/financials/sec-filings/default.aspx>.

Please note, PowerSchool's customer list, including any termination information, is considered confidential information. This policy is based on our desire to respect the privacy and confidentiality of our customers, restrictions outlined in our PowerSchool Agreement, as well as applicable state and local laws preventing said disclosures. For current material information, please refer to PowerSchool's most recent SEC filing(s) available at: <https://investors.powerschool.com/financials/sec-filings/default.aspx>.

PowerSchool reserves the right to assign, transfer, convey, or otherwise dispose of any resulting Agreement or its rights, title or interest in the Agreement without the Customer's prior written consent in the event of a sale, merger, acquisition and/or transfer of control of all or substantially all assets related to the Agreement to ensure that PowerSchool can comply with any and all potential confidentiality terms and/or conditions set forth in said conveyance of PowerSchool.

PowerSchool requires applicable quote(s) and the PowerSchool Agreement be incorporated into any final agreement between PowerSchool and Customer.

PowerSchool conducts criminal background checks of all new employees as part of the hiring process; however, PowerSchool products and services are primarily provided remotely, and employees do not typically work directly on school sites while performing services. Should the performance of services under the Customer RFP require PowerSchool personnel to work directly on school sites, PowerSchool requests to discuss Customer's contractor background verification requirement(s) at that time.

PowerSchool reserves the right to engage personnel on a contingent/contractor basis and may sometimes engage other third parties to provide services to PowerSchool's customers as subcontractors to PowerSchool. In all circumstances where PowerSchool subcontracts services PowerSchool will be responsible for such subcontractors.

The prices proposed are effective for the duration stated in the Quote document included with the submission and/or other applicable terms submitted in the response to Customer RFP. PowerSchool licenses and/or subscriptions are billed annually in advance. PowerSchool is willing to discuss and review a payment schedule that is mutually agreeable at the time of contract negotiation.

Please note that, as PowerSchool cannot foresee what claims may or may not arise in the future, PowerSchool reserves the right to bring claims against the Customer after the conclusion of PowerSchool having rendered all services. The above notwithstanding, PowerSchool will agree to waive and release the Customer from all claims that might arise from the negligence or breach of contract by the Customer in the event that PowerSchool does not initiate said claims within two (2) years after the decommission of the Customer subscriptions of any PowerSchool's licensed products.

Please note that PowerSchool maintains a comprehensive insurance program and can generally meet the listed requirements; however, there may be certain aspects of the insurance clause that would need to be negotiated as part of the final contract. For example, PowerSchool's insurance providers will not agree to provide notice of policy cancellations.

PowerSchool will agree to comply with applicable laws and regulations. To the extent there is a conflict between two or more laws, PowerSchool will determine the most appropriate course of action. PowerSchool is committed to the principles of equal employment opportunity for all persons and has incorporated such commitment into PowerSchool's corporate policies and daily operations.

PowerSchool shall retain all contracts, invoices and statements relating to this agreement for the term specified, however, subject to statutory requirements to the contrary, only the customer may review contracts, invoices, and statements.

Please note that it is not PowerSchool's practice to provide proprietary, trade secret or confidential security information regarding its process(es) and/or security measures as part of Customer's review of contracts, invoices and statements.

Please note that references by PowerSchool to enhancements, improvements, new releases, or other functional and/or technical items that are not available in general release as of the date of this proposal ("**Future Functionality**") are not a commitment to deliver any material, code, or functionality and should not be relied upon in making purchasing decisions. The development, release, and timing of any PowerSchool feature or functionality described for PowerSchool's products remains at the sole discretion of PowerSchool and is subject to change. Accordingly, PowerSchool does not include in its agreements with customers any commitments or obligations relating to the development or delivery of specific Future Functionality. Future Functionality disclosed here is for information purposes only and may not be incorporated into any contract.

Please note that PowerSchool and its licensors solely and exclusively own all right, title, and interest, including all related Intellectual Property Rights, in and to the PowerSchool Product(s), Services, and Documentation including any derivative works thereof. If PowerSchool modifies any intellectual property for a customer-specific need, or develops any additional materials, methods, processes, concepts or ideas with respect to its products in the course of performance of the contract for the Customer, then all intellectual property rights in such modifications, materials, methods, processes, concepts or ideas will be owned by PowerSchool. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the PowerSchool Product(s), Services or Documentation, or the Intellectual Property Rights owned or licensed by PowerSchool. Customer will not accrue any residual rights to the PowerSchool Product(s), including any rights to the Intellectual Property Rights in connection therewith.

Subject to the terms of the PowerSchool Agreement, PowerSchool will warrant that applicable PowerSchool products will operate in substantial conformity with applicable documentation under normal use and circumstances. The PowerSchool Agreement includes complete standard warranty terms. PowerSchool disclaims any warranties/guarantees not expressly granted in the PowerSchool Agreement and/or the resulting agreement by and between PowerSchool and Customer as mutually agreed upon at that time.

Please note that if the prospective agreement with PowerSchool is terminated prematurely due to a force majeure event or other agreed termination right, PowerSchool will be willing, for a fee, to formulate a plan for PowerSchool's provision of transitional services in connection with a disengagement for Customer's benefit. Each party's contractual obligations to the other regarding disengagement services will be expressly set out in the agreement and negotiated in good faith by the parties. However, PowerSchool will not provide disengagement services in the event of termination for Customer's breach or to permit any competitor of PowerSchool, in connection with such transition, to have any access to PowerSchool's software or other confidential information.

PowerSchool's Main Services Agreement and Statement of Understanding, included in this Proposal, set forth PowerSchool's standard terms and conditions. PowerSchool proposes that Customer consider the terms set forth in the Statement of Understanding and Main Services Agreement as proposed terms for any applicable agreement(s) pursuant to Customer RFP. Terms in the Customer's conditions that conflict or are inconsistent with the PowerSchool Main Services Agreement are deemed to be exceptions under this Proposal.

MAIN SERVICES AGREEMENT

February 22, 2022 version

The terms and conditions of this Main Services Agreement (with all attached exhibits and referenced documents and links, the “**Main Services Agreement**”), and combined with active Quotes and Statements of Work for Professional Services or any other duly executed documents referencing this Main Services Agreement, will constitute the “**Agreement**,” as may be amended from time to time. The Quotes and SOWs may be collectively referred to as the “**Transaction Documents**.”

This Agreement is entered into by and between the applicable PowerSchool Contracting Entity (as defined below) (“PowerSchool”) and Customer (as defined below) and governs Customer’s access and use of PowerSchool Offering(s) (as defined below). This Agreement is effective and accepted on the earliest of the following: (i) the date that the last Party directly signs this Main Services Agreement, (ii) the date that the last Party signs the Quote that references this Main Services Agreement, or (iii) the date on which Customer accesses the PowerSchool Offering (the “Effective Date”). Each PowerSchool and Customer is individually referred to as a “Party” and collectively as the “Parties.”

Any other agreements, proposals, purchase orders, representations or understandings, made verbally or in writing, are superseded in their entirety by this Agreement.

Exhibits: Below is a list of exhibits incorporated into this Agreement.

Exhibit A: PowerSchool Support Policy and Service Level Agreement
https://www.powerschool.com/Exhibit A-Support-Policy-SLA_Feb2022/

Exhibit B: Professional Services Policy
https://www.powerschool.com/Exhibit B-Professional-Services-Policy_Feb2022/

Exhibit C: Data Privacy Agreement
https://www.powerschool.com/Exhibit C-Customer-DPA_Feb2022/

Exhibit D: Product Specific Terms
https://www.powerschool.com/Exhibit D-Product-Specific-Terms_Feb2022/



1. DEFINITIONS.

1.1. "Account Country" is the country associated with the Customer account. If Customer has provided a valid tax registration number for Customer's account, then Customer's Account Country is the country associated with such tax registration. If Customer has not provided a valid tax registration, then Customer's Account Country is the country where the Customer billing address is located.

1.2. "Customer" means the school, school district, or other entity that purchases one or more of the Services, as identified on the applicable Quote.

1.3. "Customer Data" means all data, files, documents and records uploaded to a Subscription Service or transmitted to PowerSchool under this Agreement by or on behalf of the Customer.

1.4. "De-identified Data" means information that cannot reasonably be used to infer information about, or otherwise be linked to, a particular individual or User provided that the data processor: (a) takes reasonable measures to ensure that the information cannot be associated with an individual or User; (b) publicly commits to maintain and use the information in de-identified form and not to attempt to re-identify the information, except that the data processor may attempt to re-identify the information solely for the purpose of determining whether its de-identification processes satisfy the requirements of this definition; and (c) contractually obligates any recipients of the information to comply with the terms of this definition.

1.5. "Documentation" means user manuals describing the functionality, features and operating characteristics of the applicable PowerSchool Software that are delivered or made available to Customer by PowerSchool or through the Subscription Service, including any updates thereto.

1.6. "Embedded Applications" means software applications developed by third parties that resides within PowerSchool's proprietary software as part of the Subscription Services.

1.7. "Excluded Claims" means claims or liability arising out of: (a) Customer's Breach of Section 2.4 (Restrictions) or Section 4 (Proprietary Rights); (b) a Party's breach of its obligations in Section 5 (Confidentiality) (including obligations and/or claims relating to Customer Data); or (c) either Party's indemnity obligations under Section 10 (Indemnification).

1.8. "Intellectual Property Rights" means any and all, now or hereafter in existence, unpatented inventions, patent applications, patents, design rights, copyrights, Trademarks, mask work rights, know-how, trade secret rights, moral rights, database protection, and all other

intellectual property and proprietary rights, modifications, adaptations, derivatives thereof, and improvements thereto, and forms of protection of a similar nature anywhere in the world.

1.9. "Licensed Site(s)" means the internet address of the web-based location for accessing a SaaS Subscription, or for a location of an on-premise implementation under an On-Premise Subscription for any PowerSchool Software listed on a PowerSchool Quote.

1.10. "PowerSchool Contracting Entity" means the entity identified in the table below, based on Customer's Account Country.

Account Country	PowerSchool Contracting Entity	Mailing Address
Canada	PowerSchool Canada ULC	PowerSchool Canada ULC 150 Parkshore Drive, Folsom, CA 95630
United States	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive, Folsom, CA 95630
Any other country that is not Canada, the United States, or India ¹	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive, Folsom, CA 95630

1.11. "PowerSchool Offering" means any Subscription Service(s), Licensed Third-Party Software and/or Professional Services provided to Customer or described on a Quote.

1.12. "PowerSchool Software" means PowerSchool's proprietary software applications and the associated Embedded Applications, as further described in the applicable Quote, including any and all updates and subsequent versions thereto. PowerSchool Software does not include Third-Party Software.

1.13. "Professional Services" means the services that are identified and described on a Quote and/or a Statement of Work, which services may include setup, implementation, configuration, training, education, consulting, customization and other professional services.

1.14. "Provincial Reporting Code" or "PRC" means PowerSchool Offering that may be available only to Canadian-based Customers to assist Customer in meeting specific provincial reporting requirements and that is designated as Provincial Reporting Code by PowerSchool.

1.15. "Quote" means PowerSchool's standard order form that (i) specifies the PowerSchool Offering and other

¹ PowerSchool Offerings in India are under a different Main Services Agreement.



services provided to Customer; (ii) references this Agreement or the applicable agreement; and (iii) is signed or incorporated to or referenced in a signed agreement by authorized representatives of both Parties. Unless otherwise agreed in writing by the Parties, Customer's issuance of a purchase order is deemed as acceptance of the terms and conditions set forth in the applicable Quote.

1.16. "State Reporting Code (or SRC)" means the PowerSchool Offering that may be available to Customer to assist Customer in meeting specific state reporting requirements and that is designated as State Reporting Code by PowerSchool.

1.17. "Statement of Work" or "SOW" means a statement of work document that references this Agreement and describes the scope of work to be performed, including, without limitation, any applicable (i) milestones and dependencies, (ii) methodologies, (iii) technical requirements (iv) project responsibilities; and (iii) estimated or actual pricing.

1.18. "Subscription Services" means the On-Premise Subscription(s) and SaaS Subscription(s) provided to Customer by PowerSchool.

1.18.1. "On-Premise Subscription" mean provision of the PowerSchool Software for installation on servers on Customer's premises for a defined period as identified on the applicable Quote and hosted by Customer or its designated third-party hosting provider, including any accompanying Support Services.

1.18.2. "SaaS Subscription" means subscription-based access to certain PowerSchool-Software as a cloud-based service provided to Customer pursuant to this Agreement, now or in the future, including any accompanying Support Services.

1.19. "Subscription Term" has the meaning set forth in Section 13.2 (Subscription Term).

1.20. "Support Services" means maintenance and support for the PowerSchool Software provided under this Agreement, as further defined and described in [Exhibit A \(Support Policy and Service Level Agreement\)](#). PowerSchool will provide the applicable Support Services as part of the Subscription Services subject to the terms of this Agreement.

1.21. "Term" has the meaning set forth in Section 13.1 (Agreement Term).

1.22. "Third-Party Software" means software products supplied or developed for a particular purpose by someone other than PowerSchool. Third-Party Software does not include Embedded Applications.

1.22.1. "Licensed Third-Party Software" means Third-Party Software licensed by PowerSchool bundled with a Subscription Service.

1.22.2. "Other Third-Party Software" means Third-Party Software not licensed by PowerSchool.

1.23. "Trademarks" means all trademarks, service marks, trade dress, logos, slogans, trade names, business names, fictitious business names, and other source identifiers, including domain names, together with all translations, adaptations, derivations, and combinations thereof, whether registered or unregistered (as the case may be), and including all of the goodwill of the business related to the foregoing.

1.24. "Transaction Data" means system usage information of a User(s) who progresses through the requirements and that is designated as State Reporting applications and functions of a PowerSchool Offering.

1.25. "User(s)" means individuals authorized by the Customer to access PowerSchool Software. User(s) will include authorized representatives of the Customer, teachers, students, parents and/or student guardian(s), and applicants as applicable to the respective PowerSchool Software.



2. POWERSCHOOL OFFERING AND RESTRICTIONS.

2.1 SaaS Subscription Services. If Customer makes all payments on time, PowerSchool will: (a) make the SaaS Subscription available to the Customer and for the contracted quantity at each Licensed Site in conformance with the applicable Documentation; (b) provide applicable PowerSchool standard Support Services for the SaaS Subscription to Customer and Users, and provide upgraded support if purchased, as described in Exhibit A (Support Policy and Service Level Agreement); and (c) host the SaaS Subscription pursuant to the terms of the service level agreement set forth on Exhibit A (Support Policy and Service Level Agreement). Provision of the SaaS Subscription is subject to the terms of the Agreement and the applicable portions of the PowerSchool privacy policy (the “**Privacy Policy**”) located at <http://www.powerschool.com/privacy> (as may be updated from time to time).

2.2 On-Premise Subscription. Where the Customer contracts for an On-Premise Subscription and if Customer makes all payments on time, PowerSchool, during the Subscription Term stated in the Quote, grants the Customer a restricted, personal, non-exclusive, non-transferable, terminable access to use such On-Premise Subscription specified in the applicable Quote, only at the Licensed Sites, not to exceed the maximum quantity identified on the applicable Quote. PowerSchool shall provide applicable PowerSchool standard Support Services for the On-Premise Subscription to Customer and Users and provide upgraded support if purchased, as described in Exhibit A (Support Policy and Service Level Agreement).

2.3 Professional Services. PowerSchool will provide Professional Services mutually agreed upon by the Parties via a Statement of Work pursuant to the terms of Exhibit B (Professional Services Policy) and the applicable Transaction Document.

2.4 Restrictions. Subscription Service(s) will only be used as expressly authorized by this Agreement and in compliance with all applicable laws and regulations. All rights not expressly granted to Customer herein are expressly reserved by PowerSchool.

2.4.1 Customer will use the PowerSchool Offering(s) only for the internal purposes of Customer and only for Licensed Sites. Customer shall not exceed the maximum quantity for the Subscription Services as stated in the Quote without additional payment.

2.4.2 Customer will not, and will not permit Users or third parties to: (a) sell, rent, lease,

license, distribute, provide access to, sublicense, or otherwise make available any Subscription Service to a third party or in a service bureau or outsourcing offering; (b) use any Subscription Service to provide, or incorporate any Subscription Service into, any general purpose data warehousing service for the benefit of a third party; (c) reverse engineer, decompile, disassemble, modify, or otherwise attempt to derive source code or non-public APIs to any PowerSchool Software, except to the extent expressly permitted by applicable law (and then only upon advance written notice to PowerSchool); (d) write or develop any derivative works based upon the PowerSchool Offering; (e) interfere with or disrupt the integrity or performance of any PowerSchool Offering or third-party data contained therein or any systems or networks; (f) use the Subscription Services to build similar or competitive products or services; (g) perform or publish any performance or benchmark tests or analyses relating to the Subscription Services, other than solely for Customer’s internal use; (h) remove or obscure any proprietary or other notices contained in any PowerSchool Offering; or (i) use any robot, spider, data miner, crawler, scraper or other automated means to access or index the PowerSchool Offering. Customer shall not use plugins that are not approved by PowerSchool.

2.4.3 For any PowerSchool Offering that may include messaging, Customer understands that standard SMS (texting) fees apply to all registered contacts who receive an SMS sent out via PowerSchool’s Offering. PowerSchool is responsible for payment for all SMS sent FROM PowerSchool’s Offering. Customer is responsible for ensuring parents or registered contacts receiving said SMS have opted into PowerSchool’s Offering program. If requested by Customer, PowerSchool may provide Customer with appropriate materials (letter to mail home to parent and best practices) to support the opt-in procedure. However, Customer is solely responsible for obtaining legally required opt-in consents from Customer’s Users, and for compliance with the Telephone Consumer Protection Act (“**TCPA**”). In no event will PowerSchool be liable for Customer’s use of SMS. PowerSchool will also not be liable for any delays in the delivery or receipt of any SMS messages attributable to Customer’s mobile service operator. Customer represents and warrants that when using any PowerSchool Offering, Customer will comply with all applicable laws and regulations, including the TCPA and privacy laws.

2.4.4 If unauthorized access to, or use of, the Subscription Services occurs, Customer shall promptly notify PowerSchool. Any attempted sublicense, assignment, or transfer of any rights,



duties, or obligations by Customer in violation of this Agreement will be void.

2.4.5 Customer shall be prohibited from performing penetration testing against PowerSchool-hosted PowerSchool Offerings, applications, data stores, or systems. Penetration tests, if not performed properly and under the supervision and coordination of the PowerSchool information security team, can have unintended consequences such as corrupting data, unauthorized access to data, and degradation of systems.

2.4.6 PowerSchool may (or may ask Customer to) suspend or terminate any User's access to the PowerSchool Offering upon notice to Customer if PowerSchool reasonably determines that such User has violated any of the terms of the Agreement.

2.5 Updates to Subscription Services. Over the course of the Term, PowerSchool may, in its sole discretion, update or upgrade features, functionality, software, or user types that Customer and Users access pursuant to a Quote; provided that such updates will be at no cost to Customer and will not materially degrade existing features and functionality. Accordingly, PowerSchool reserves the right to update and/or upgrade the PowerSchool Software provided to Customer so that it remains current with the then-current version of the PowerSchool Software available to PowerSchool's customers generally. In addition, PowerSchool may release new features, functionality, software, or user types that are only available under a different pricing model or on a version of PowerSchool Software other than the version Customer currently accesses. In the event Customer desires to purchase any new features, PowerSchool reserves the right, in its sole discretion, to update Customer's account, pricing model, or PowerSchool Software version to facilitate the provision of such new features.

2.6 End-of-Life Policy. PowerSchool reserves the right to discontinue a PowerSchool Software as part of its end-of-life (EOL) policy upon providing advanced written notice to Customer consistent with PowerSchool's standard policies and procedures. PowerSchool will use commercially reasonable efforts to transition Customer to a substantially similar PowerSchool Software. If PowerSchool does not have a substantially similar PowerSchool Software, then PowerSchool will credit to Customer any unused portion of the prepaid fee for such PowerSchool Software that is subject to EOL. Such credit can be applied towards the future purchase of a PowerSchool Offering within twelve (12) months of issuance. Unused credits will expire after twelve (12) months of their issuance.

3. CUSTOMER DATA

3.1 Rights in Customer Data. As between Customer and PowerSchool, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in this Section 4 (Proprietary Rights).

3.2 Consent to Use Customer Data. Customer hereby grants all such rights and permissions in or relating to Customer Data to PowerSchool, its subcontractors and sub-processors and the PowerSchool personnel as are necessary or useful to provide and perform the Subscription Services and deliver the PowerSchool Offering or to prevent or address service or technical problems under this Agreement. Subject to PowerSchool's rights granted in this Section 3.2 and Sections 5.4 and 5.5 related to compelled disclosure and its rights with respect to Transaction Data and De-Identified Data, PowerSchool will not share, rent or sell the Customer Data with third parties without Customer's express consent and will treat such data as Confidential Information. PowerSchool agrees to execute a data processing agreement or addendum in a form and substance identical or substantially similar to the PowerSchool Data Privacy Agreement ("DPA") set forth on [Exhibit C](#).

3.3 Customer Obligations.

3.3.1 In General. Customer will ensure that its use of each PowerSchool Offering and all Customer Data is at all times compliant with this Agreement, Customer's privacy policies, and all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data. Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer represents and warrants that Customer has sufficient rights in the Customer Data to grant the rights granted to PowerSchool in Section 3.2 and that the Customer Data does not infringe or violate the intellectual property, publicity, privacy or other rights of any third party. Customer represents and warrants that Customer has either explicit consent or consent under applicable law to collect Customer Data.

3.3.2 User ID and Password Protection. Customer will require that all Users keep user identification ("ID") and password information strictly confidential and not share such information with any unauthorized person. Customer is solely responsible for any and all activities that occur under all Customer accounts.



3.3.3 Notification. Customer agrees to notify PowerSchool immediately in writing of any unauthorized use of Customer's accounts, any unauthorized use or distribution of PowerSchool Offering, or any other breach of security of which Customer becomes aware and will take all steps necessary to ensure that such unauthorized use or distribution is terminated.

3.3.4 Compatible Equipment. Customer 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 PowerSchool Offering. PowerSchool will not be responsible for any incompatibility between PowerSchool Offering and any versions of operating systems, hardware, browsers, or other products not specifically approved in writing by PowerSchool for Customer's use with PowerSchool Offering. Customer grants to PowerSchool a non-exclusive, royalty-free license to use Customer's equipment and software solely for the purpose of enabling PowerSchool to perform its obligations under the Agreement.

3.4 Data Privacy and Security. PowerSchool will abide by the terms of the DPA executed with Customer or, if none is executed, by the terms of the DPA set forth on Exhibit D, with respect to the security of the Customer Data within the PowerSchool Offering. The Parties shall comply with said DPA and said DPA shall supplement the terms of this Agreement.

3.5 Security Training. Customer agrees to require annual cyber security training for User(s) when reasonably applicable. Customer will also require User(s) to utilize multi-factor authentication to access computer systems with PowerSchool Offering when available within the applicable PowerSchool Offering. Customer agrees to keep a record of such training and PowerSchool may request to see them as part of compliance verification.

3.6 "Active Match" Activation. Where the Customer licenses the PowerSchool Naviance product, the Customer hereby expressly grants consent to the functionality branded "ActiveMatch." The college-planning function contained in the Naviance application includes certain features (collectively, "**Matching**") that allow students to view information from and interact with PowerSchool's higher education Intersect subscribers ("**Higher Education Institutions**"). Matching is active upon implementation of Naviance. Customer hereby represents and warrants having obtained voluntary informed consent from the student's parent or legal guardian prior to the use of

the Naviance product by Users. Matching may be turned on or off at any time after implementation at the sole discretion and control of Customer. For clarity, no student or Customer information is shared with any Higher Education Institution unless Customer has enabled Matching and the applicable student, via the student's parent or legal guardian, has explicitly opted to send his/her information directly to the Higher Education Institution.

3.7 Customer-Specific Data Warehouse. If Customer executes a Quote to purchase a SaaS Subscription using certain PowerSchool's technology that requires the creation of a Customer-specific data warehouse and subject to the terms of an executed DPA between Customer and PowerSchool, Customer hereby acknowledges and agrees that PowerSchool must create a Customer-specific data warehouse of all Customer Data provided to PowerSchool solely for the purpose of providing the service ("**Customer-Specific Data Warehouse**"). and Customer hereby consents to the creation of such Customer-Specific Data Warehouse. Customer-Specific Data Warehouse will not be aggregated or combined with any data of any other PowerSchool customers.

4. PROPRIETARY RIGHTS

4.1 PowerSchool Offerings and Software. PowerSchool and its licensors solely and exclusively own all right, title, and interest, including all related Intellectual Property Rights, in and to the PowerSchool Offering and PowerSchool Software. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the PowerSchool Offering or PowerSchool Software, or the Intellectual Property Rights owned or licensed by PowerSchool. Customer will not accrue any residual rights to the PowerSchool Offering, including any rights to the Intellectual Property Rights in connection therewith.

4.2 Transaction Data. Notwithstanding anything to the contrary in this Agreement, PowerSchool has the right to collect and use Transaction Data for internal research and to develop, improve, support, and operate its products and services during and after the Term.

4.3 De-Identified Data. Notwithstanding anything to the contrary, Customer hereby agrees and acknowledges that PowerSchool shall have the right to process, aggregate and analyze De-Identified Data relating to the provision, use and performance of various aspects of the PowerSchool Offering and related systems and technologies, and PowerSchool will be free (during and after the Term) to: (i) use such De-identified Data to improve and enhance the



PowerSchool Offering and PowerSchool Software and for other development, diagnostic and corrective purposes in connection with the PowerSchool Offering, PowerSchool Software, and other PowerSchool products and services, and (ii) disclose De-identified Data solely in connection with its business, including, without limitation, for training, marketing and promotional efforts.

4.4 Feedback. If Customer or any User elects to provide PowerSchool with any suggestions, comments, improvements, enhancement requests, recommendations, corrections, ideas or other feedback relating to the PowerSchool Offering or any other PowerSchool's products or services (collectively, "**Feedback**"), Customer grants to PowerSchool a worldwide, perpetual, irrevocable, royalty-free, and transferable license to use and incorporate into PowerSchool Offering and PowerSchool Software any Feedback (excluding any Customer Confidential Information contained in the Feedback).

4.5 PowerSchool Trademarks. PowerSchool exclusively owns all of its Trademarks, including, without limitation, the PowerSchool name, the PowerSchool logo, and other owned brands and product names associated with the PowerSchool Offering. No right or license is granted by this Agreement to their use.

4.6 Customer Trademarks. Customer exclusively owns all of its Trademarks, including, without limitation, the Customer name and logo.

4.7 No Use of Trademarks. Neither Party nor its affiliates shall use the other Party's Trademarks in any form or substance in any medium or for any purpose without the other Party's prior written consent (which consent can be via e-mail if such e-mail is from an authorized representative of the consenting Party.).

4.8 Marketing. Notwithstanding the foregoing Section 4.7 and subject to Customer's trademark usage guidelines, Customer grants PowerSchool a non-exclusive, worldwide, royalty-free right to include Customer's Trademark and other related transactional information (including enrollment count, names of all PowerSchool Offering ordered by Customer, etc., but excluding pricing) in any customer listing appearing on or in any PowerSchool websites, brochures, fliers, presentations, press releases, annual reports and any other marketing materials. Customer may withdraw or terminate the foregoing license at any time by providing PowerSchool with thirty (30) days' prior written notice of its intent to terminate. Such notice of withdrawal or termination must be sent via e-mail to champions@powerschool.com with a copy to

legal@powerschool.com, and the email subject line must state "Trademark Consent Withdrawal." After such thirty (30) day period, PowerSchool will remove Customer's Trademarks from its website and cease from creating any new marketing material containing the same. Notwithstanding the foregoing, PowerSchool's right to continue to use any marketing materials produced, published, or disseminated prior to such termination will continue until the supply, publication, dissemination and/or use of such materials is exhausted or terminates. If PowerSchool requests, Customer agrees to participate in a case study, press release and/or cooperate with PowerSchool in speaking to the media, and to speak at a future PowerSchool event.

5. CONFIDENTIALITY.

5.1 Confidential Information. In connection with this Agreement, each Party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other Party (as the "**Receiving Party**"). Subject to Section 5.2 (Exclusions), "**Confidential Information**" means non-public information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, suppliers, subcontractors, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential." Without limiting the foregoing, the PowerSchool Offering are the Confidential Information of PowerSchool, and subject to Section 5.5 (Public Records Act), the terms of this Agreement and each Transaction Document are Confidential Information of PowerSchool. For purposes of this Section, Customer Data and any other Customer information or data labeled or identified as confidential at the time of disclosure to PowerSchool are the Confidential Information of Customer. To the extent the Parties executed a non-disclosure agreement prior to the Effective Date (the "**Prior NDA**"), such Prior NDA shall govern the confidential information exchanged by the Parties under the Prior NDA and the confidentiality obligations of this Agreement shall govern the exchange of Confidential Information by the Parties under this Agreement starting on the Effective Date.

5.2 Exclusions. Confidential Information does not include and the obligations of this Section 5 will not extend to any information that the Receiving Party can reasonably demonstrate by written or other



documentary records: (i) is now, or hereafter becomes, publicly known or available through no act or failure to act on the part of the Receiving Party; (ii) is known by the Receiving Party at the time of receiving such information; (iii) is or becomes lawfully available from a third party without restriction; (iv) is hereafter furnished to the Receiving Party by a third party having the legal right to do so and without restriction on disclosure; or (v) is independently developed by the Receiving Party without the aid, , application or use of the Confidential Information.

5.3 Protection of Confidential Information.

Except as expressly allowed in this Agreement, the Receiving Party shall: (a) keep completely confidential and will not publish or otherwise disclose the Disclosing Party's Confidential Information to any third party except to: (i) its affiliates, employees, consultants, contractors, sub-processors, or agents having a need to know (and only to the extent needed) and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those of this Agreement; or (ii) its legal, financial or other professional advisors as reasonably necessary, and (b) use the Disclosing Party's Confidential Information only in connection with the performance of its obligations under this Agreement. The Receiving Party shall protect the proprietary nature of the Confidential Information with no less care than it uses with respect to its own Confidential Information and, in any event, no less than reasonable care. The Receiving Party's obligations under Section 5 (Confidentiality) shall survive the termination or expiration of this Agreement and continue in effect thereafter for a period of five (5) years with respect to Confidential Information that does not qualify as a trade secret under applicable law, and, with respect to Confidential Information that qualifies as a trade secret under applicable law, in perpetuity after the termination or expiration of the Agreement.

5.4 Compelled Disclosure. If the Receiving Party is required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) by any governmental entity or court order or pursuant to applicable law or rules of a stock exchange to disclose or provide any Confidential Information of the Disclosing Party (including disclosure that is reasonably necessary in prosecuting or defending litigation), the Receiving Party will provide the Disclosing Party with written notice of such request or demand as promptly as practicable under the circumstances so that the Disclosing Party will have

an opportunity to seek an appropriate protective order. The Receiving Party agrees to take, and cause its employees, contractors, and representatives to take, at the Disclosing Party's expense, reasonable steps necessary to help the Disclosing Party seek to obtain confidential treatment by the Receiving Party. Subject to the foregoing, the Receiving Party may thereafter disclose or provide any such Confidential Information, as the case may be, to the extent (and only in such amount) required by such law (as so advised by counsel) or by lawful process or such governmental entity or court order.

5.5 Public Record Act. Notwithstanding anything herein to the contrary in Section 5.3 (Protection of Confidential Information), PowerSchool acknowledges that, to the extent Customer is subject to public record acts or freedom of information acts, (a) PowerSchool will reasonably work with Customer to provide appropriate information in response to such requests, to the extent such requested information is not PowerSchool's proprietary information or otherwise exempted from disclosure; and (b) Customer shall provide PowerSchool a reasonable opportunity to object to any such request as permitted under applicable law.

5.6 Injunctive Relief. The Receiving Party acknowledges that disclosure of Confidential Information may cause substantial harm for which damages alone may not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

6. FEES AND PAYMENT.

6.1 Fees. Customer agrees to pay PowerSchool, in accordance with the terms on the PowerSchool Quote and invoice, the fees charged for the PowerSchool Offering and related services and/or other items ordered by Customer, together with any other charges made in accordance with this Agreement, and all applicable sales, use, value-added, or other taxes or duties, however designated, except for taxes based on PowerSchool's net income. Customer agrees to pay for PowerSchool's pre-approved reasonable travel and lodging expenses for Professional Services performed at Customer's premises. All fees set forth in any PowerSchool Quote or invoice will be in United States dollars unless otherwise specified.

6.2 Enrollment Increases. Pricing for access to PowerSchool Offering may be a fixed fee or may be based on the quantity and student enrollment count identified in the applicable Quote. If fees are based on quantity or student count and Customer accesses PowerSchool Offering with more than the quantity



identified in the applicable Quote, then PowerSchool may submit an amended or supplemental invoice for the amount of such excess usage, and Customer will pay the fees applicable to the variance in accordance with the terms of the applicable invoice. Any such increase in quantity will be maintained through the end of the then-current term. Such additional fees will be computed by multiplying the then-current per individual license and support fees for the PowerSchool Offering by Customer's additional User count.

6.3 Payment. Unless otherwise set forth in the applicable Quote or invoice, Customer shall make all payments by electronic payment, check or wire transfer to such address or account as specified on the invoice or otherwise specified by PowerSchool in writing. PowerSchool may accept credit card payment; provided that credit card payments shall subject Customer to a transaction fee and a \$250,000 transaction limit. Customer will 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.

6.4 Tax Exempt Status. If Customer claims tax-exempt status, Customer agrees to provide evidence of such tax exemption to PowerSchool. To the extent that such tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, Customer will 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).

6.5 Payment Dispute. If Customer reasonably and in good faith disputes all or any portion of any invoice, Customer shall notify PowerSchool in writing of its objection within twenty (20) days from the date of the applicable invoice, provide a detailed description of the reasons for the objection, and pay the portion of the invoice which is not in dispute. If Customer does not object in a timely manner within this time period, the amount invoiced shall be conclusively deemed correct by the Parties. If the Parties are unable to resolve such payment dispute within thirty (30) days from PowerSchool's receipt of Customer's written objection, each Party shall have the right to seek any remedies it may have under this Agreement, at law or in equity, irrespective of any terms that would limit remedies on account of a dispute. For clarity, any undisputed amounts must be paid in full.

6.6 No Deductions or Setoffs. Subject to Customer's right to dispute an invoice under Section 6.5 (Payment Dispute), all amounts payable to PowerSchool under this Agreement shall be paid by Customer to PowerSchool in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason.

7. THIRD-PARTY SOFTWARE; EMBEDDED APPLICATIONS.

7.1 Licensed Third-Party Software. Provision of Licensed Third-Party Software may be subject to an additional cost. If PowerSchool provides any Licensed Third-Party Software under this Agreement, PowerSchool shall be responsible for securing the licenses or authorizations required from the applicable third parties to provide such Licensed Third-Party Software to Customer. Sections 6 (Fees and Payment), 7 (Third-Party Software; Embedded Applications), 9 (Disclaimer of Warranties), 10 (Indemnification), and 11 (Limitation of Liability) of this Agreement apply to Licensed Third-Party Software.

7.2 Other Third-Party Software. Other Third-Party Software is licensed directly to the Customer pursuant to separate license terms between Customer and a third-party supplier. Other Third-Party Software is not supported by PowerSchool. All support, warranties, and services related to Other Third-Party Software are provided by the supplier of the Other Third-Party Software under such third party's terms and conditions, and not by PowerSchool. PowerSchool will have no obligations or liability regarding any Other Third-Party Software.

7.3 Embedded Applications. PowerSchool Offering may contain Embedded Applications. If any additional license terms are identified in [Exhibit D \(Product Specific Terms\)](#), Customer will 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 will govern, but only as to the software components subject to those terms. Notwithstanding the foregoing, Customer acknowledges that if any open-source software component is licensed under terms that permit Customer to modify such component, and if Customer does modify such component, then PowerSchool will not be responsible for any incompatibility due to such modifications.

8. WARRANTIES.

8.1 Mutual Warranties. Each Party represents and warrants that: (a) it has the full right, power and authority to enter into this Agreement and perform its obligations hereunder; (b) the individual accepting or executing the Main Services Agreement or a Transaction Document has the authority to bind such Party to the terms and conditions of this Agreement; and (c) when accepted or executed, this Agreement will constitute the legal, valid and binding obligation of each Party.



8.2 Limited Warranty. PowerSchool warrants that the PowerSchool Software included in the SaaS Subscription or On-Premise Subscription will operate in substantial conformity with the applicable Documentation under normal use and circumstances. If Customer notifies PowerSchool in writing of a breach of this warranty, PowerSchool will, at its option, either: (a) use commercially reasonable efforts to correct the reported non-conformity, at no charge to Customer, or (b) if PowerSchool determines such remedy to be impracticable, issue Customer a credit or refund of a portion of the fees pre-paid by Customer for the nonconforming Subscription Service that fairly reflects (at PowerSchool's reasonable determination) the diminished value of the non-conforming Subscription Service. The foregoing constitutes Customer's sole and exclusive remedy for any breach of this limited warranty. This warranty will not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which Customer first noticed the non-conformity, or (ii) if the error was caused by misuse, unauthorized modifications, or third-party hardware, software, or services.

9. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8 (WARRANTIES), POWERSCHOOL OFFERING(S), POWERSCHOOL SOFTWARE AND THIRD-PARTY SOFTWARE ARE PROVIDED "AS IS", AND POWERSCHOOL AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. POWERSCHOOL DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE POWERSCHOOL OFFERING WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE POWERSCHOOL OFFERING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE POWERSCHOOL OFFERING(S) WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY POWERSCHOOL OR A POWERSCHOOL REPRESENTATIVE WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. POWERSCHOOL DOES NOT MAKE ANY WARRANTIES AND SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THIRD-PARTY SOFTWARE. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE

DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. THE ABOVE EXCLUSIONS APPLY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

10. INDEMNIFICATION.

10.1 Intellectual Property Indemnification by PowerSchool. Subject to Section 11 (Limitation of Liability), PowerSchool hereby agrees to defend, indemnify, and hold harmless Customer from and against any and all losses, liabilities, costs, expenses and damages (collectively, "**Liabilities**") to the extent arising out of or relating to any claim brought by a third party against Customer alleging the use of the PowerSchool Offering infringes or misappropriates the Intellectual Property Rights of such third party.

10.1.1 Mitigation. If Customer's use of the PowerSchool Offering is enjoined or, in PowerSchool's reasonable opinion, is likely to be enjoined, PowerSchool may (i) substitute for the PowerSchool Offering, a substantially and functionally similar product(s) and documentation; (ii) procure for Customer the right to continue using the PowerSchool Offering; or if (i) or (ii) is not possible after reasonable commercial efforts from PowerSchool, then PowerSchool may terminate this Agreement and credit a pro-rated return of unused portion of the fees prepaid by Customer for the applicable PowerSchool Offering.

10.1.2 Exclusions. The foregoing indemnification obligation of PowerSchool will not apply to the extent the applicable claim arises from or is attributable to: (i) modifications to the PowerSchool Offering(s) by any party other than PowerSchool or based on Customer's specifications or requirements; (ii) the combination of the PowerSchool Offering(s) with products or processes not provided or authorized by PowerSchool; (iii) any unauthorized use, access, or distribution of the PowerSchool Offering(s); or (iv) any action arising as a result of Customer Data, or any deliverables or components not provided by PowerSchool.

10.1.3 Sole and Exclusive Remedy. THIS SECTION 10.1 (INDEMNIFICATION BY POWERSCHOOL) SETS FORTH POWERSCHOOL'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

10.2 Data Breach Indemnification by PowerSchool. Subject to Section 11 (Limitation of Liability), PowerSchool hereby agrees to defend, indemnify, and hold harmless Customer from and



against any Liabilities to the extent arising out of or relating to any claim brought by a third party against Customer alleging a confirmed data breach (as defined by the applicable state law) to the extent attributable to PowerSchool resulting from PowerSchool's violation of the data security provisions expressly set forth in this Agreement or the DPA executed between the Parties.

10.3 Indemnification by Customer. To the extent permitted under applicable law, Customer agrees to indemnify and hold PowerSchool and its affiliates and each of their respective directors, officers, employees, representatives and agents (collectively, "**PowerSchool Indemnitees**") harmless against and from any Liabilities, including reasonable legal fees (including but not limited to attorney's fees, costs and expenses), brought by a third party against a PowerSchool Indemnitee to the extent relating to or arising out of: (a) any Customer Data; (b) any information or content (other than PowerSchool-provided content) transmitted or submitted by Customer or its Users through the PowerSchool Offering or shared with any third party; (c) Customer's violation of Section 2 (PowerSchool Offering and Restrictions), or Section 4 (Proprietary Rights); or (d) Customer's gross negligence or willful misconduct. In addition, Customer shall indemnify and hold PowerSchool Indemnitees harmless against and from any Liability brought against a PowerSchool Indemnitee or Customer for alleged or actual violations of the TCPA in connection with Customer's use of or access to any PowerSchool Offering.

10.4 Procedure. The indemnifying Party's obligations as set forth above are expressly conditioned upon each of the following: (a) the indemnified Party will promptly notify the indemnifying Party in writing of any threatened or actual Liability; provided that failure to provide such prompt notice will not release the indemnifying Party from its indemnity obligations except to the extent the indemnifying Party is materially prejudiced thereby; (b) the indemnifying Party will have sole control of the investigation, defense or settlement of any Liability; (c) the indemnified Party will fully cooperate with the indemnifying Party (at the indemnifying Party's expense) to facilitate the settlement or defense of any Liability; and (d) the indemnifying Party will not settle any claim or suit in a manner that results in an admission of liability by the indemnified Party, without the indemnified Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

11. LIMITATION OF LIABILITY.

11.1 EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR "EXCLUDED CLAIMS", IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY, IN EACH CASE ARISING OUT OF THIS AGREEMENT, THE POWERSCHOOL OFFERING, OR THE POWERSCHOOL SOFTWARE OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE.

11.2 CAP ON MONETARY LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR CLAIMS FOR FEES DUE TO POWERSCHOOL UNDER THIS AGREEMENT AND EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S AND ITS AFFILIATES' COLLECTIVE AGGREGATE LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES IN CONNECTION OR ARISING OUT OF THIS AGREEMENT, THE POWERSCHOOL OFFERING OR THE POWERSCHOOL SOFTWARE, UNDER ANY LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CUSTOMER TO POWERSCHOOL IN THE IMMEDIATELY PRECEDING TWELVE (12)-MONTH PERIOD FOR THE APPLICABLE POWERSCHOOL OFFERING ON WHICH THE CLAIM IS BASED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COLLECTIVE AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES FOR "EXCLUDED CLAIMS" SHALL NOT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CUSTOMER TO POWERSCHOOL IN THE IMMEDIATELY PRECEDING TWENTY-FOUR (24)-MONTH PERIOD FOR THE APPLICABLE POWERSCHOOL OFFERING ON WHICH THE CLAIM IS BASED.

11.3 EXCEPTIONS. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS IN SECTION 11.1 (EXCLUSION OF DAMAGES) AND SECTION 11.2 (CAP ON MONETARY LIABILITY) SHALL NOT APPLY TO LIABILITY ARISING OUT OF A PARTY'S GROSS NEGLIGENCE OR FRAUD.

11.4 FAILURE OF ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THE



WAIVERS AND LIMITATIONS SPECIFIED IN THIS SECTION 11 WILL SURVIVE AND APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

12. INSURANCE. During the Term, PowerSchool agrees to maintain insurance coverage consistent with PowerSchool's then-current certificate(s) of insurance. Upon execution of this Agreement, and one (1) time per calendar year upon Customer's request, PowerSchool shall provide Customer with certificate(s) of insurance. Upon Customer's request, PowerSchool agrees to include Customer as a certificate holder on such certificate(s) of insurance. PowerSchool will provide notice and updated certificate(s) of insurance to Customer in the event of a cancellation or other material change to the insurance coverage(s) described in the applicable PowerSchool certificate(s) of insurance. For the avoidance of doubt, the obligation for PowerSchool to maintain insurance coverage as set forth herein shall in no way impact the terms of Section 11 (Limitation of Liability).

13. TERM AND TERMINATION

13.1 Agreement Term. This Agreement commences on the Effective Date and continues until a Party terminates the Agreement pursuant to the terms of this Agreement or until the Parties subsequently enter into a new agreement that supersedes this Agreement (the "Term").

13.2 Subscription Term. The subscription term of each Subscription Service (the "Subscription Term") will be as specified in the applicable Quote, which specifies a start and end date, provided that if the provision of the Subscription Service does not commence on the start date identified on the Quote, then the start date will be deemed as the date of the provisioning of the Subscription Services to Customer. Except as otherwise specified in the applicable Quote, renewal of promotional or one-time priced subscriptions or licenses will be at PowerSchool's discretion.

13.3 Suspension. If Customer's account is thirty (30) days or more overdue for any PowerSchool product or service (except with respect to charges then under reasonable and good faith dispute), PowerSchool reserves the right, in addition to any of its other rights or remedies, suspend Customer's access to any PowerSchool Offering and/or its performance of any of the Professional

Services without liability to Customer, until PowerSchool receives all amounts due. Suspension shall not relieve Customer of its obligation to pay the entirety of the fees due. In addition, PowerSchool will have the right to suspend provision of the PowerSchool Offering or Professional Services under this Agreement if: (a) Customer or User accessed or used the PowerSchool Offering beyond the scope of the rights granted or for purpose not authorized under this Agreement; (b) Customer or any User is or has been involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the PowerSchool Offering; or (c) Customer is notified that an objective security threat arises so great as to warrant immediate action by PowerSchool to protect the security of Customer Data and the PowerSchool systems, including if the Subscription Services are experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of PowerSchool's control.

13.4 Termination for Breach. Either Party will have the right to terminate this Agreement in whole or in part upon providing thirty (30) days' written notice to the other Party, in the event the other Party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that PowerSchool will have the right to terminate this Agreement immediately upon providing written notice to Customer if Customer breaches any of its obligations under Section 2 (PowerSchool Offering and Restrictions) or Section 4 (Proprietary Rights). Customer further acknowledges that, as breach of the provisions of Section 4 may result in irreparable injury to PowerSchool, PowerSchool will have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

13.5 Termination for Non-Appropriation for Governmental Entities Only. The Parties acknowledge and agree that if Customer is a governmental entity that is bound to statutory provisions that prevent it from committing to the payment of funds beyond its fiscal year, and if funds are not allocated for the PowerSchool Offering captured in an applicable Quote that is the subject of this Agreement following the commencement of any succeeding fiscal year during which the Quote may continue, then Customer may terminate the applicable Quote without liability for any termination charges, fees, or penalties at the end of its last fiscal period or the Subscription Term for which funds were appropriated, subject to Customer's providing the required notice herein. Customer will be obligated to pay all charges incurred through the end of the last fiscal period or Subscription Term for which funds were appropriated. Customer will give PowerSchool



written notice that funds have not been appropriated and that Customer wants to terminate the Agreement: (a) immediately after Customer receives notice of such non-appropriation; and (b) at least thirty (30) days prior to the end of the applicable fiscal period or Subscription Term. Customer will not utilize this clause as a right to terminate any Quote or this Agreement for convenience. PowerSchool reserves the right to request, and Customer shall provide, documentation evidencing such non-appropriation of funds.

13.6 Additional Right. In addition to any other termination rights, PowerSchool shall have the right to terminate this Agreement if Customer fails to make payment under any other agreement with PowerSchool and fails to cure material breach within thirty (30) days after receipt of written notice from PowerSchool.

13.7 No Other Termination Right. Except as expressly set forth in this Section 13, neither Party has a right to terminate this Agreement or any Quote prior to its expiration.

13.8 Effect of Termination. In the event of any termination of all or any portion of this Agreement, Customer will 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 1 (Definitions), 4 (Proprietary Rights), 6 (Fees and Payment), 7 (Third-Party Software; Embedded Applications), 9 (Disclaimer of Warranties), 10 (Indemnification), 11 (Limitation of Liability), 13.8 (Effect of Termination), and 14 (General Provisions) will survive termination or expiration of this Agreement. In the event that Customer enters into a multi-year Quote with PowerSchool and Customer terminates the Quote or any portion thereof, Customer agrees to pay PowerSchool the remaining sum due to PowerSchool through the stated term in the applicable Quote, as actual damages being impossible to calculate. The immediately preceding clause will not apply in the event Customer terminates this Agreement as (a) a result of PowerSchool's material breach in accordance with Section 13.4 (Termination for Breach), or (b) as a result of non-appropriation of funds in accordance with Section 13.5 (Termination for Non-Appropriation).

13.9 Return or Disposal of PowerSchool Offerings. Immediately upon any termination of Subscription Service(s) under this Agreement, Customer will, at its own expense, either return to PowerSchool or destroy all copies of such PowerSchool Offering, and Customer's authorized representative will forward written certification to PowerSchool that all such copies of such PowerSchool Offering have either been destroyed or

returned to PowerSchool.

13.10 Return or Disposal of Customer Data.

Upon termination or expiration of the Agreement, PowerSchool shall return to Customer or delete the Customer Data in its possession, custody or control in accordance with the terms of the DPA, unless otherwise required by applicable law.

14. GENERAL PROVISIONS

14.1 Governing Law. Except otherwise agreed in writing by the Parties, this Agreement will be governed by the laws depending upon the account country location as listed in the table below. Except otherwise agreed in writing by the Parties, the venue listed in the table will be the exclusive courts of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement. Each Party hereby consents to the jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. This Agreement will not be subject to the Uniform Computer Information Transactions Act.

Account Country	Venue	Governing Law
Canada	Victoria	Province of Ontario
United States	San Francisco	California
Any other country that is not Canada or the United States	San Francisco	California

14.2 Compliance Verification. During the Term and for a period of one (1) year following termination of this Agreement, PowerSchool has the right to verify Customer's full compliance with the terms and requirements of Section 2 (PowerSchool Offering and Restrictions), Section 4 (Proprietary Rights) and Section 6 (Fees and Payment) of this Agreement. Customer must (a) provide any assistance reasonably requested by PowerSchool or its designee in conducting any such audit, (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, Customer must promptly cure any such noncompliance; provided, however, that the obligations under this Section 14.2 do not constitute a waiver of PowerSchool's termination rights and do not affect PowerSchool's right to payment for access to PowerSchool Offering and other services and interest fees related to usage in excess of the quantities purchased.

14.3 Amendment. This Agreement may only be amended or modified by a writing specifically referencing the particular section(s) of this Agreement to be modified and signed by authorized representatives of the Parties.

14.4 Force Majeure. Neither Party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees owed) if the delay or failure results from any cause beyond such Party's reasonable control, including acts of God or of a public enemy, acts of terrorism, war, United States or foreign governmental acts or restrictions in either a sovereign or contractual capacity, labor strikes, fire, power outages, road icing or inclement conditions, flood, epidemic or pandemic as designated by the World Health Organization, earthquakes, or tsunamis.

14.5 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision must be severed or reformed to be enforceable, and the remaining provisions hereof and thereof will remain in full force.

14.6 No Waiver. No delay or omission by either Party in the exercise or enforcement of any of its powers or rights hereunder will constitute a waiver of such power or right. A waiver by a Party of any provision of this Agreement must be in writing and signed by that Party and will not imply subsequent waiver of that or any other provision.

14.7 Notices. All notices under this Agreement must be in writing and delivered and will be deemed to have been received by the addressee: (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch; (iii) if given by registered or certified mail, postage prepaid and return receipt requested (or the equivalent delivery method in an international jurisdiction), the second business day after such notice is deposited in the mail; or (iv) if given by email, immediately upon confirmed receipt. Email notifications to PowerSchool shall be to legal@powerschool.com. Notices delivered personally are deemed given upon documented receipt or refusal by recipient to accept receipt. In the case of notices to PowerSchool, such notices must be sent to:

**PowerSchool Group LLC,
Attn: General Counsel
150 Parkshore Drive,
Folsom, CA 95630
legal@powerschool.com**

In the case of notices to Customer, such notices will be sent to PowerSchool's address of record for Customer. Either Party may change its notice address by notifying the other Party in like manner.

14.8 Assignment. Neither PowerSchool nor Customer shall assign or transfer this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that PowerSchool may assign its rights and obligations under this Agreement without the consent of the Customer in the event PowerSchool hereafter effects a corporate reorganization, consolidates with, or merges into, any person or transfers all or substantially all of its properties or assets to any entity. This Agreement will inure to the benefit of and be binding upon the Parties, their respective successors, executors, administrators, heirs and permitted assigns.

14.9 No Reliance. Each Party acknowledges that it has not made any promise or representation that is not expressed in this Agreement; and that it has not been induced into entering this Agreement by any representation about the nature and extent of its existing or potential claims or damages made by the other Party or by the other Party's attorney, representative, or agent. The Parties are not relying upon – and disclaim reliance upon – any statement or representation that is not in this Agreement but are instead relying solely upon their own judgment in consultation with their respective attorneys.

14.10 Background Checks. Given the nature of the data we process, PowerSchool conducts thorough nation-wide and province-wide background checks, including criminal records, terrorist watch list, sex offender database and a multi-panel drug test on all employees. PowerSchool also requires its contractors, under its separate agreement, to conduct a background check of its employees before any assignment of services from PowerSchool to the Customer.

14.11 Export. Without in any way limiting the restrictions on transfer set forth elsewhere in this Agreement, Customer specifically agrees that Customer 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.

14.12 U.S. Government Restricted Rights.

PowerSchool Offering is a “commercial item” as that term is defined in 48 C.F.R. §2.101, 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 PowerSchool Offering only with those rights set forth herein.

14.13 Essential Basis of the Agreement.

Customer acknowledges and understands that the disclaimers, exclusions, and limitations of liability set forth in this Agreement form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions, and limitations of liability in negotiating the terms and conditions herein, and that absent such disclaimers, exclusions, and limitations of liability, the terms and conditions of the Agreement would be substantially different.

14.14 Attorney Fees. In the event any court action is commenced by one party against the other with respect to any dispute arising out of this Agreement or any Transaction Document, the prevailing Party will be entitled to recover its out-of-

pocket and court costs and reasonable attorney fees relating thereto. The cost of in-house legal staff will be valued at market rates for comparable services from private practitioners.

14.15 Entire Agreement. This Agreement and/or exhibits referenced herein, and any addendums and amendments, constitute the complete and entire agreement between the Parties with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements, proposals, responses to proposals, and negotiations with respect to same. THE TERMS AND CONDITIONS OF THIS AGREEMENT WILL PREVAIL NOTWITHSTANDING ANY VARIANCE WITH THE TERMS AND CONDITIONS OF ANY PURCHASE ORDER OR OTHER DOCUMENTATION SUBMITTED BY CUSTOMER WITH RESPECT TO POWERSCHOOL OFFERING OR ANY SERVICES, AND POWERSCHOOL HEREBY REFUSES ANY SUCH DIFFERENT OR ADDITIONAL PROVISIONS IN PURCHASE ORDERS OR OTHER DOCUMENTS. The order of precedence is the executed Quote, then this Agreement, then any referenced and applicable exhibits and privacy policy, addendums, and amendments.

**EXHIBIT A****POWERSCHOOL SUPPORT POLICY AND SERVICE LEVEL AGREEMENT**

The terms of this Exhibit A are included with PowerSchool's Response to Customer RFP and can also be found at https://www.powerschool.com/Exhibit_A-Support-Policy-SLA_Feb2022/. Terms in the Customer's conditions that conflict or are inconsistent with this exhibit are deemed to be exceptions under this Proposal.

**EXHIBIT B****PROFESSIONAL SERVICES POLICY**

The terms of this Exhibit B are included with PowerSchool's Response to Customer RFP and can also be found at [https://www.powerschool.com/Exhibit B-Professional-Services-Policy_Feb2022/](https://www.powerschool.com/Exhibit-B-Professional-Services-Policy_Feb2022/). Terms in the Customer's conditions that conflict or are inconsistent with this exhibit are deemed to be exceptions under this Proposal.

**EXHIBIT C****DATA PRIVACY AGREEMENT**

The terms of the PowerSchool Privacy and Security Agreement/Addendum are included with PowerSchool's Response to Customer RFP and can also be found at https://www.powerschool.com/Exhibit C-Customer-DPA_Feb2022/. Terms in the Customer's conditions that conflict or are inconsistent with this exhibit are deemed to be exceptions under this Proposal.

**EXHIBIT D****PRODUCT SPECIFIC TERMS**

The terms of this Exhibit D are included with PowerSchool's Response to Customer RFP and can also be found at [https://www.powerschool.com/Exhibit D-Product-Specific-Terms_Feb2022/](https://www.powerschool.com/Exhibit-D-Product-Specific-Terms_Feb2022/). Terms in the Customer's conditions that conflict or are inconsistent with this exhibit are deemed to be exceptions under this Proposal.



Last Updated: February 14, 2022

EXHIBIT A

POWERSCHOOL SUPPORT POLICY AND SERVICE LEVEL AGREEMENT

1. **Definitions.** Capitalized terms not defined herein have the meanings assigned to them in the Main Services Agreement between Customer and PowerSchool to which this Support Policy and Service Level Agreement (the "Policies") are attached. In addition, for purposes of these Policies, the following definitions will apply:

- 1.1 "Availability" has the meaning set forth in Section 5.3 (Availability Targets).
- 1.2 "Disaster" means an unplanned event that causes a complete loss of access to and use of the SaaS Subscription for a period greater than twenty-four (24) hours, as declared by PowerSchool.
- 1.3 "Downtime" means the period during which the SaaS Subscription is unavailable to all of Customer's Users. This shall not include Downtime Exclusions, as defined further herein.
- 1.4 "Downtime Exclusions" means events set forth in Section 5.5 (Downtime Exclusions), pursuant to which a SaaS Subscription may not be available to Users but shall not be counted as Downtime for the purposes of calculation of the Availability percentage.
- 1.5 "Emergency Maintenance" means the maintenance required to be performed to protect and maintain the stability, security, and integrity of the infrastructure used to provide the SaaS Subscription.
- 1.6 "Errors" means a reproducible failure of Subscription Service(s) to operate in accordance with its standard Documentation, despite the proper installation and use of the Subscription Service(s) 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(s) mistakes are not Errors within the meaning of these Policies. Errors may be due to problems in Subscription Service(s), the Documentation, or both.
- 1.7 "Fix" means a patch, service pack or corrective update of Subscription Service(s) 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 Subscription Service(s) in accordance with the applicable Documentation and developed by PowerSchool.
- 1.8 "New Products" means new products, programs or modules offered by PowerSchool and are distinguished from New Versions and Fixes. New Versions and Fixes may include New Products that provide features, functions or applications not included in the Subscription Service(s) originally licensed by Customer and for which additional license fees apply as determined by PowerSchool to access. A New Product may be usable with or in addition to the Subscription Service(s) originally licensed by Customer. New Products will be licensed to Customer in accordance with the applicable Quote under the terms of this Agreement.
- 1.9 "New Version" means an updated version of Subscription Service(s) issued by PowerSchool, which may include Fixes, together with such other modifications, updates, enhancements, and improvements to Subscription Service(s) that PowerSchool may, in its discretion, develop and deem ready for distribution and that PowerSchool standardly provides to all customers with a current Support Services subscription to such Subscription Service(s).
- 1.10 "Resolution Time" means the time it takes for PowerSchool to restore access and/or functionality to the Subscription Service.
- 1.11 "Response" means confirmation to the Customer that the Support Service request was received and registered by PowerSchool.
- 1.12 "Response Time" means the time it takes before a support agent makes initial contact with the Technical Contact individual who submitted the case. (Except for Priority 0 cases logged by the Customer, response times are calculated within Standard Support Hours).
- 1.13 "Scheduled Maintenance" means planned downtime in or unavailability of the SaaS Subscription for scheduled maintenance, system updates and patches, and system upgrades and similar reasons. PowerSchool shall notify Customer of Scheduled Maintenance in advance.
- 1.14 "Support Services" has the meaning set forth in the Main Services Agreement and as



further described in Section 3.1 (Support) below that will be provided hereunder with respect to Subscription Service(s).

1.15 "Target Resolution Time" means the time, as determined by the assigned priority categorization, it takes for PowerSchool to restore access and/or functionality to the applicable Subscription Service.

1.16 "Telephone and Online Support" means telephone and online support services, available Monday through Friday, during PowerSchool's normal business hours, exclusive of PowerSchool's holidays, regarding Subscription Service(s).

2. **Support Term; Fees.** Support Services are provided as part of Customer's purchased Subscription Service(s) listed on the Quote. Support Services with Customer's Subscription Service(s) will continue for the duration of the Subscription Term for the applicable Subscription Service(s). Support Services for On-Premise Subscription will begin upon shipment (FOB PowerSchool's place of shipment) of the PowerSchool Software (or, in the case of a when made available for download electronically, upon PowerSchool's provision of the necessary licensing information to enable Customer to download the On-Premise Subscription or launch date when access to the On-Premise Subscription is provided).

3. **Support Services Scope.** PowerSchool, or an entity under contract with and authorized by PowerSchool to provide Support Services, will provide Support Services for Subscription Service(s). The scope of Support Services will be as follows:

31 **Support.** Support Services include: (a) Telephone and Online Support; (b) access to an online support website, as maintained by PowerSchool for customers maintaining a current Subscription Service; (c) Fixes, as developed and made generally available by PowerSchool, in its discretion, to address Errors that Customer is experiencing in using the Subscription Service(s); 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 functionality of a Subscription Service(s) are to be included in a New Version (and are therefore provided at no charge to customers with a current Subscription Service).

32 **Custom Programs.** For any custom programs developed for Customer by PowerSchool, Support Services are available only on a time and materials basis at PowerSchool's then-current rates and charges for these services; support for custom programs is not included in Support Services. In addition, to the extent that the Subscription Service(s) includes any functionality that allows the user 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.

4. **Support Service Level Agreement**

41 **Support Services Business Hours.** Support Services for PowerSchool includes email and phone support as well as electronic manuals, an online knowledge base, tech notes, and access to Customer Portal.

Support Type	Availability
PowerSchool Application Support (Chat/Phone/Portal)	Monday – Friday; 6:00 AM – 5:00 PM PST *Excludes PowerSchool Holidays
Access to Customer Portal	24x7x365

42 **Service Level Targets.** Response times to Support Services requests will vary based on call load and time of the school year. PowerSchool's targeted response times during Support Business Hours are listed in the table below. PowerSchool encourages Customer to use the Community via the Case Form to submit cases or use the Chat option to engage with the Customer support team. For high priority Production issues, please report them via the Phone channel.



Priority	Definition	Initial Response
P0	This priority is reserved for urgent situations (e.g., production system outages, data loss, suspected security breaches).	1 Business Hour
P1	This priority is for issues with significant impact causing functional limitations. Use this priority when <ul style="list-style-type: none"> • backup issues, submission deadlines that cannot be met, etc.) • A portion of the system is down or inaccessible for all users • The system is up but performance is hindering functionality 	4 Business Hours
P2	Use this priority when your system is fully operational but is experiencing: <ul style="list-style-type: none"> • A display issue (e.g., a page not rendering correctly causing functionality issues) • A non-production server/system outage if it is used to perform critical functions (e.g., scheduling with the results to be imported to the production server) • Unexpected behavior that cannot be solved using resources available in the knowledgebase • Account management needs • Suspected development escalation ticket 	8 Business Hours
P3	This priority is for all issues with minimal to no impact. Use this priority when your system is fully operational but there is: <ul style="list-style-type: none"> • Display issues, such as a page not rendering correctly - however functionality still exists. • A non-production server/system • A misspelled word on a PowerSchool Page • Other issues not impeding successful use of your production instance 	2 Business days

43 Changes to Severity Level. The PowerSchool Support team will evaluate and adjust the severity level of a support request based on the level of impact on a customer's operations and level of resolution by the PowerSchool Support team.

44 Support Exclusions. PowerSchool will make every effort to solve critical and high severity errors reported by the Customer within a reasonable time frame and to the reasonable satisfaction of the Customer. Support Services for the Subscription Services do not address the following areas:

- Customer or local education agency computer hardware and networking issues;
- Any systems, programs or interfaces not developed and supplied by PowerSchool;
- For fee offerings from PowerSchool Professional Services such as project management, training, workshops;
- Migration of data from a non-PowerSchool supported product or service into a PowerSchool Offering. New customers may need to contact their implementation project manager;
- Work done by the PowerSchool Customizations Department; Customer will need to contact PowerSchool Customizations Department via the PowerSchool Community for help on such items;
- Undocumented DAT codes, for the latest version of the PowerSchool Offering.
- ODBC complex queries or connections not covered in the Customer Portal documentation;
- Beta releases for which such issues must be sent through the Beta participant process communicated when customer was invited to that program;



- o Advanced Learning Summit documentation, custom field Sales/Trainer solutions or other PowerSchool University provided solutions that are not part of the Customer Portal knowledgebase documentation;
- o Building of reports via APEX or Enterprise Reporting;
- o No code level support for API / APEX API WebDevs / SSO (SAML);
- o SQL statements not provided by the applicable PowerSchool Offering development organization;
- o Network / Internet connectivity issues outside of the PowerSchool Hosting data center environment, including issues in the customer local network environment;
- o End user activity that adversely impacts application data, except for performing full database restore operations when requested;
- o The performance impact of customer third party application access to hosted application data;
- o Third-Party Application Support; or
- o Support for application changes completed by the PowerSchool Customizations Department.

Further, PowerSchool will not be responsible for providing Support Services for: (i) problems caused by Customer's use of or access to the PowerSchool Offering(s) other than as intended; (ii) any use in violation of this Agreement; or (iii) any unauthorized modifications made to the PowerSchool Offering(s) by Customer or any third party. In the event the need for Support Services provided are traced to Customer's or a third party's actions, unauthorized use, or system changes, fees and expenses for said Support Services may be billed to Customer at PowerSchool's then-current rates, which Customer will promptly pay.

5. Hosting Service Level Agreement

To the extent that Customer purchases a SaaS Subscription, the following sections provide general information for the SaaS Subscription applicable to the PowerSchool Software that is hosted by PowerSchool. This description addresses details for Cloud deployments where PowerSchool is hosting the Customer's PowerSchool Software application. For clarity, the following sections and any hosting service level commitments do not apply to Customers that are self-hosted.

51 Backup and Recovery. PowerSchool SaaS Subscription includes backups of all system and application environments. Database backups are structured to allow full recovery of the application environment and data in the event of a Disaster. In addition, database backups allow for point in time recovery in the production hosted environments for all customer applications. For all production applications, full database backups are performed Daily. Additional information on application specific backup strategies can be found in the application supplement(s) included below.

Backups are retained for all production databases to match the following table:

Backup Type	Occurrence
Full Backup	Daily
Full Backup	Weekly

52 Disaster Recovery. Disaster Recovery and Data Continuity plans exist for all PowerSchool Hosting Data Centers. The Disaster Recovery and Data Continuity plans are reviewed and updated on a quarterly basis. Additional updates are made between quarterly reviews to adjust plans for as infrastructure changes require plan updates.

PowerSchool's Recovery Time Objective ("RTO") is forty-eight (48) hours. The 48-hour RTO means that within 48 hours of a declared Disaster by PowerSchool, the systems impacted must be back online for



customer access in accordance with applicable specifications. PowerSchool's Recovery Point Objective ("RPO") is **twenty-four (24) hours**. The 24-hour RPO means that data is expected to be restored to a point not more than 24 hours prior to the time the first transaction is lost or from the time the SaaS Subscription became unavailable.

5.3 Availability Targets. PowerSchool will make commercially reasonable efforts to ensure that each of the hosted PowerSchool Software provided as part of the SaaS Subscription is available for Customer to access ("Availability") at a level of 99.9% per month. The uptime target excludes items that are referenced in Section 5.5 (Downtime Exclusions) below.

Downtime tracking will be measured on a 24/7/365 basis. The table below outlines the conditions that will be applied for the tracking of availability.

Availability	Details
Conditions	Availability of licensed Product's URL Successful login into the licensed product
Applicable SLA	P0 SLA for production system outages only
System of measurement	PowerSchool's monitoring system implemented at PowerSchool's hosting facility

Upon a specific written request from the Customer, PowerSchool will, within a reasonable time from receipt of the request, submit to Customer a report which sets forth, for the applicable month, the Availability for the particular PowerSchool Software requested for that applicable month.

5.4 Performance Degradation. PowerSchool will make commercially reasonable efforts to ensure that the performance of the PowerSchool Software within a SaaS Subscription is not degraded below the standards in the following table:

Performance Degradation	Details
Condition	The PowerSchool Product will not have a website load time of greater than 5 seconds
Applicable SLA	P1 SLA, in accordance with the SLA table above
Measure of Degradation	Measurement to be conducted at PowerSchool's hosting facility
System of measurement	PowerSchool's monitoring system implemented at PowerSchool's hosting facility

Note: The ability for PowerSchool to impact performance is limited to the systems and infrastructure directly under the control of PowerSchool.

5.5 Downtime Exclusions. The following are considered "Downtime Exclusions" and shall not be calculated as Downtime for the purposes of measuring availability as discussed in Sections 5.6 (Availability Measurement) and 5.7 (Availability Percentage) below.

- a. Performance Degradation (see Section 5.4 above)
- b. Scheduled Maintenance,
- c. Scheduled Downtime,
- d. Emergency Maintenance,
- e. Unavailability as a result of Customer's development and use of nonstandard operational reports,
- f. Unavailability as a result of configuration error or data entry error by Customer users or its agents,
- g. Unavailability, outage, or problem of any third-party infrastructure, service, device, or software that is not provided by or under the direct control of PowerSchool (examples include but not limited to on-campus networks, end-user devices, internet providers (ISP), PowerSchool's third-party hosting provider and third-party software applications)



- or plugins, etc.),
- h. Unavailability as a result of failure of the Customer's or User's network infrastructure,
- i. Unavailability as a result of failure of the Customer's or User's connection to the internet,
- j. Unavailability as a result of a Force Majeure Event—i.e., any cause beyond such party's reasonable control, including but not limited to acts of God or of public enemy, acts of terrorism, war, United States or foreign governmental acts or restrictions in either a sovereign or contractual capacity, labor strikes, labor disputes or other industrial disturbances, fire, power outages, road icing or inclement conditions, flood, earthquakes, or tsunamis, systemic electrical, telecommunications, or other utility failures, storms or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.

5.6 Availability Measurement. All measurements concerning this commitment including Downtime event start and resolution time will be maintained and reported by the Cloud Operations team. The availability measurement will be calculated for each calendar month.

Total Downtime Minutes will be the average of the sum of the minutes for each Downtime event across all PowerSchool software and services, exclusive of any Downtime Exclusions, within a single calendar month ("Total Downtime Minutes"). If Customer has been using the PowerSchool Software for less than a full calendar month, the service month is still the preceding calendar month but any days prior to use of the PowerSchool Software will be deemed to have had 100% Availability.

Total Service Minutes will be calculated as 60 minutes per hour, 24 hours per day, for each day within a month ("Total Service Minutes").

5.7 Availability Percentage

Availability Percentage will be calculated as follows:

$$\frac{(\text{Total Service Minutes} - \text{Total Downtime Minutes})}{(\text{Total Service Minutes per month})}$$



Last Updated: February 14, 2022

EXHIBIT B
PROFESSIONAL SERVICES POLICY

This Exhibit B sets forth the additional policy and expectations supporting PowerSchool's provision of Professional Services to the Customer in connection with a PowerSchool Offering provided pursuant to this Agreement.

1. Performance of Professional Services.

1.1. Statements of Work. For many Professional Services projects, PowerSchool will capture the project details in a signed Statement of Work setting forth the agreed-upon scope of the Professional Services, estimated or actual pricing and any special payment terms and, if applicable, project schedule, milestones and dependencies, methodologies, estimated delivery dates, technical requirements, and roles and responsibilities. Both Parties will execute each Statement of Work and each is incorporated into this Agreement. For Professional Services projects not requiring the completion of a SOW, alignment between the Parties on such services are captured in a request form, change order or in the signed Quote. If there is a conflict between the terms set forth in this Agreement and a Statement of Work, the terms set forth in the applicable Statement of Work will control.

1.2. Delivery and Cooperation. Customer acknowledges that Customer's cooperation is essential to the timely performance of PowerSchool's Professional Services. Customer will, to the extent required in connection with the performance of PowerSchool's Professional Services: (i) provide PowerSchool with any necessary Customer materials; (ii) provide PowerSchool with any required access to Customer's personnel, facilities, or data; (iii) cause the appropriate personnel to cooperate with PowerSchool as required for PowerSchool to provide PowerSchool's Professional Services, including responding promptly to questions or issues; and (iv) make all payments when due. Customer's delay or failure to do so may delay the estimated delivery schedules set forth in the Statement of Work or otherwise communicated to the Customer. If Customer fails to do any of the foregoing, both Parties will cooperate in good faith to develop a revised written delivery schedule and written Statement of Work or change order signed by both Parties with new pricing. Unless otherwise expressly agreed in a Statement of Work, (a) all Professional Services will be deemed accepted upon delivery, and (b) Customer will have fifteen (15) days from delivery to contest acceptance. Any contestation must be in writing and must conform with this Agreement's provision regarding providing Notices.

2. Fees and Expenses.

2.1. Fees. PowerSchool will perform Professional Services as may be specified in a Quote, written acknowledgment of Customer's order, or as may be subsequently agreed upon by the Parties in a SOW; provided that PowerSchool may, at its option, arrange for any such Professional Services to be performed by another entity on behalf of PowerSchool. Customer agrees to pay for such Professional Services at the rates and charges specified in the applicable SOW, Quote, or PowerSchool's written acknowledgment of Customer's order, or, for work subsequently requested, at the rates agreed upon by Customer and PowerSchool for such subsequent work. PowerSchool reserves the right to require a purchase order or equivalent documentation from Customer prior to performing any such Professional Services, or to require prepayment of certain Professional Services. Unless otherwise specified, all rates quoted are for Professional Services to be performed during PowerSchool's normal business hours; additional charges may apply for evenings, weekends or holidays. PowerSchool reserves the right to impose a minimum labor charge for each on-site visit.

2.2. Expenses. Unless otherwise agreed, the Customer will also pay PowerSchool for pre-approved travel expenses (lodging, meals, transportation, and other related expenses) incurred in the performance of the Professional Services. All such additional charges will be due and payable concurrently with payment for the Professional Services.

2.3. Future Services. The rates and charges specified in the applicable SOW, Quote, or PowerSchool's acknowledgment of Customer's order will apply to those Professional Services originally



ordered; however, PowerSchool reserves the right to change service rates or other terms as a condition of entering into any subsequent engagement or SOW for Professional Services.

2.4. Pre-paid Services. If Customer pays in advance for any Professional Services, all Professional 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 amount for Professional Services that has not been used by Customer toward Professional Services rendered within such twelve (12) month period will be forfeited.

2.5. Time and Material Services. In the event Customer enters into a Quote that includes Professional Services to be provided on a time and material basis ("T&M Hours") and the Quote includes a total targeted number of T&M Hours to be purchased by Customer ("Total Target T&M Hours"), Customer hereby commits to utilize a minimum of seventy-five percent (75%) of the Total Target T&M Hours ("Minimum T&M Hours Guarantee"). If, at the end of the twelve (12) month period from the start date of the Quote (the, "12-Month Period"), Customer has not utilized T&M Hours to meet or exceed the Minimum T&M Hours Guarantee, PowerSchool, in its discretion and at its option, may invoice Customer for the amount equivalent to the difference between the T&M Hours for Professional Services actually rendered by PowerSchool to Customer and the Minimum T&M Hours Guarantee (the "T&M Delta"), and Customer shall pay such invoice in accordance with the terms of its Agreement. If Customer, at any time prior to the end of the 12-Month Period, notifies PowerSchool that Customer elects not to procure Professional Services equal to or exceeding the Minimum T&M Hours Guarantee, PowerSchool may immediately invoice Customer for the T&M Delta, and Customer shall pay such T&M Delta in accordance with the terms of the Agreement. For clarification, if Customer procures Professional Services exceeding the Minimum T&M Hours Guarantee, Customer shall pay for all Professional Services rendered by PowerSchool in excess of the Minimum T&M Hours Guarantee.

2.6. Milestone Billing. In the event Customer enters into a Quote that includes Professional Services to be billed at the completion of a training or consulting event and the Quote includes deliveries of a targeted number of training or consulting events, PowerSchool, in its discretion and at its option, may invoice Customer at the completion of the event(s) or upon the expiration of the 12-Month Period, whichever occurs earlier. If Customer, at any time prior to the end of the 12-Month Period, notifies PowerSchool that Customer elects not to procure Professional Services equal to or exceeding the contract value of the training and consulting services outlined on the Quote, PowerSchool, in its discretion and at its option, may immediately invoice Customer, and Customer shall pay such invoice in accordance with the terms of the Agreement.

3. Training. PowerSchool courses are limited to a maximum of 15 or 20 attendees depending on the content being delivered. Course can have other limitations based on the information provided within the respective course catalog. Course limits can only be adjusted if specified within the applicable Quote or SOW. Recording of training sessions are strictly prohibited unless otherwise agreed upon by the Parties in the applicable Quote or SOW.

4. Changes to Project Scope. Customer may request changes to the scope of a Statement of Work. Any changes to the scope of a Statement of Work that are agreed upon by the Parties will result in a change order to such Statement of Work ("Change Order") or a new Statement of Work. Any such Change Order may be agreed upon by the Parties and approved by the Customer via e-mail. Any scope changes will be made pursuant to the terms set forth in this Exhibit and the applicable Statement of Work.

5. Services Cancellation or No-Shows.

5.1. Cancellation. Subject to Customer's obligation to meet the Minimum T&M Hours Guarantee, if Customer cancels any scheduled Professional Services less than fourteen (14) days before the date on which the Professional Services are scheduled to begin, Customer will pay a cancellation charge equal to one hundred percent (100%) of any non-refundable expenses incurred by PowerSchool plus fifty percent (50%) of the fees for any such scheduled Professional Services (collectively, "Cancellation Fees"). For clarity, Customer's obligation to pay the Cancellation Fees is in addition to Customer's obligation to meet or exceed the Minimum T&M Hours Guarantee and pay the T&M Delta.



5.2. No Shows. Subject to Customer's obligation to meet the Minimum T&M Hours Guarantee, if Customer enters into a Quote that includes Professional Services for a training or consulting event and does not show for any such scheduled event, Customer will pay a no-show charge equal to one hundred percent (100%) of any non-refundable expenses incurred by PowerSchool plus one hundred percent (100%) of the fees for any such scheduled Professional Services (collectively, "No-Show Fees"). For clarity, Customer's obligation to pay the No-Show Fees is in addition to Customer's obligation to meet or exceed the Minimum T&M Hours Guarantee and pay the T&M Delta.

6. Ownership of Materials. PowerSchool is the owner of any and all software code, applications, application programming interfaces, documentation, training content, reports, and other deliverables or work product, including any Intellectual Property Rights appurtenant thereto, (collectively, the "Deliverables") conceived, created or developed for or provided to Customer pursuant to any Professional Services. Provided that all PowerSchool fees and expenses associated with the development and provision of such Deliverables are paid timely, during the Term of the Agreement, Customer will have a limited, paid-up, royalty-free, non-exclusive license to use such Deliverables for Customer's internal use only in conjunction with the applicable Subscription Services purchased by Customer under the Agreement, solely for the purpose for which such Deliverables were provided. Nothing in this Agreement will prevent PowerSchool from providing any Deliverables to PowerSchool's other customers or third parties. Notwithstanding the foregoing, PowerSchool acknowledges and agrees that any Confidential Information of a Customer incorporated into any Deliverable remains subject to the Confidentiality provisions (Section 5) in the Agreement.

7. Data Loads. Successful implementation of Subscription Service(s) requires proper data loads in specific formats and layouts. PowerSchool will inform the Customer of the specific instructions such as data file layouts to support the data load for the implementation of a Subscription Service. If the Customer is unable to provide the data as required, PowerSchool may offer services to complete the data load at an additional charge. If such services are purchased, Customer agrees to follow PowerSchool's specific instructions and use best efforts to support the data load activity as outlined by PowerSchool any such data load or migration. Unless otherwise agreed in an SOW, PowerSchool will not directly access non-PowerSchool applications to assist the Customer in any data migration activity. Successful implementation is the shared obligation of both Parties.

8. Facilities. Customer acknowledges that certain Professional Services and Support 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 Customer's premises, Customer agrees to provide appropriate access to utilities, workspace, and other on-site accommodations reasonably necessary to enable PowerSchool to perform such work.



Last Updated: February 14, 2022

EXHIBIT C

DATA PRIVACY AGREEMENT

This Data Privacy Agreement (“**DPA**”) supplements the agreed to license and service agreement for the PowerSchool Services between the PowerSchool Contracting Entity (“**PowerSchool**”) and the entity identified in the signature block below (“**Customer**”) and is made and entered into as of the last signature below, (the “**Effective Date**”). The terms herein supplement and amend the terms of the PowerSchool’s standard Main Services Agreement or, if there is none, the then-existing applicable agreement between PowerSchool and Customer for the provision of PowerSchool’s services and products, as amended by the Parties from time to time (the “**MSA**”). The term “**MSA**” includes all exhibits, addenda, statements of work, and quotes that are attached to, referenced in or otherwise associated with the MSA. In the event of a conflict between the MSA and this DPA, the DPA controls.

Below are the terms and conditions pursuant to which any Customer Data will be handled by PowerSchool and permitted third parties during the term of the MSA and after its termination. Any capitalized terms not defined herein shall have the meaning given to them in the MSA. PowerSchool and Customer are individually known as a “**Party**” and collectively referred to as “**Parties**.”

1. Glossary of Terms.

The terms, “**Controller**”, “**Data Subject**”, “**Personal Data**”, “**Personal Data Breach**”, “**Processor**”, and “**Processing**” (includes “**Processed**”) shall have the same meaning as in the EU General Data Protection Regulation (“**GDPR**”).

1.1 “Aggregate Data” is raw data gathered and expressed in a summary form for statistical analysis.

1.2 “Applicable Law” means any law that regulates the processing, privacy, or security of Customer Data and that is directly applicable to each Party to this DPA in the context of PowerSchool Processing Customer Data.

1.3 “Customer Data” means all data, files, documents, and records uploaded to a PowerSchool Subscription Service or transmitted to PowerSchool under this Agreement by or on behalf of the Customer.

1.4 “Designated Representative” means Customer or Processor employees as specified in the MSA to whom all notices required in this DPA will be sent.

1.5 “Education Records” are records that are directly related to a student and that are maintained by an educational agency or institution or a party acting for or on behalf of the agency or institution. These records include but are not limited to grades, transcripts, class lists, student course schedules, health records (at the K-12 level), student financial information (at the postsecondary level), and student discipline files. The information may be recorded in any way, including, but not limited to, handwriting, print, computer media, videotape, audiotape, film, microfilm, and microfiche. 34 CFR § 99.3. For the purpose of this DPA, “Education Records” provided to PowerSchool are presumed to be owned and under the control of the Customer.

1.6 “Student Data” is a subset of Customer Data and contains Personal Data that would typically include pupil records of students and parents of students enrolled in a school, such as education records.

1.7 “Vendor-Data Subprocessor” means PowerSchool’s subcontractors or agents, appointed by or on behalf of PowerSchool in PowerSchool’s role as Processor to Process Personal Data on behalf of Customer in accordance with the MSA, or other service to operate and/or improve its software, and who has access to Customer Data.

1.8 “Student Profile” means a collection of PII data elements relating to a student of the Customer.

2. Purpose.

To describe PowerSchool’s responsibilities and solutions as a Processor for handling and protecting Customer Data.



3. PowerSchool Products and Solutions.

The MSA along with the accompanying applicable Quote(s) or Statement(s) of Work, provides the contracted-for PowerSchool products, solutions, and services.

4. Data Classification.

PowerSchool classifies data as public, private, or restricted, with restricted requiring the highest level of care and security.

4.1. All Customer Data that has not been de-identified or aggregated are classified as restricted in PowerSchool products, solutions, and services.

4.2. PowerSchool employs physical, administrative, and technological safeguards for restricted data. See Schedule I-A (Physical, Administration, And Technological Safeguards) for more detail.

5. Customer Data.

5.1. PowerSchool will maintain all Customer Data in strict confidence and will not disclose any such Customer Data, or copies thereof, to any person or entity other than Customer's legal counsel or Customer's designated contact, or pursuant to the MSA. The Customer Data shared pursuant to the MSA, including persistent unique identifiers, will be used for no purpose other than the performance of the Services, improvement of PowerSchool Product(s), or internal research or as further agreed to in the MSA. If PowerSchool desires to use any Customer Data for purposes not contemplated in the MSA, PowerSchool must first obtain written approval from Customer.

5.2. Customer Data does not include metadata, De-identified Data, Aggregate Data or Transaction Data. See MSA for permitted uses of De-identified Data, Aggregate Data, and Transaction Data.

5.3. PowerSchool acknowledges that Customer retains full right and ownership to and control of all of their data, which includes User-provided or User-generated content (such content not encompassing any modifications to PowerSchool's Pre-existing Intellectual Property), unless such rights are specifically granted to PowerSchool in a writing signed by Customer and the User(s) or, if the User(s) is a minor child, by the child's parent/guardian.

6. Processing of Customer Data.

6.1. PowerSchool will safeguard and maintain the confidentiality of Customer Data obtained from Customer.

6.2. PowerSchool may access and use Customer Data on a need-to-know basis and only as expressly authorized by Customer for the sole and express purpose of fulfilling its obligations under the MSA and this DPA and any applicable Quote or Statement of Work. Such access or use of Customer Data by PowerSchool shall be to the minimum extent necessary and only for PowerSchool to fulfill its obligations under the MSA and this DPA and any applicable Quote or Statement of Work.

6.3. PowerSchool and its Vendor-Data Subprocessors shall Process Customer Data according to the Customer's instructions documented in the MSA unless otherwise required by Applicable Law. In the event of Processing required by Applicable Law, and to the extent permitted by the Applicable Law, PowerSchool will inform the Customer before Processing Customer Data.

6.4. With the exception of De-identified Data, Aggregated Data, Transaction Data, and Vendor-Data Subprocessor uses permitted under the MSA, PowerSchool shall not:

6.4.1. Use, sell, rent, transfer, distribute, alter, or disclose Customer Data to any third party without the prior written consent of the Customer, except as required by Applicable Law or contracted for in the MSA;

6.4.2. Use Customer Data for its own commercial benefit, including but not limited to, advertising or marketing of any kind directed toward children, parents, guardians, or Customer employees, unless such use is specifically authorized by this DPA or otherwise authorized in writing by the Customer;

6.4.3. Use Customer Data to create a Student Profile other than as authorized or required by the MSA to perform the Services; and

6.4.4. Store Customer Data outside the continental United States unless Processor has given the Customer Designated Representative advance written notice of where and how the servers are housed, managed, and secured, and that the security standards required herein can be achieved; and the storage would be permitted under Applicable Law.

6.5. Qualified FERPA Exception. If PowerSchool will have access to Education Records, Processor acknowledges that, for the purposes of this DPA and the MSA, pursuant to the Family Educational Rights and Privacy Act,



20 U.S.C. § 1232g and its implementing regulations, 34 C.F.R. Part 99 (“FERPA”), it will be designated as a “school official” with “legitimate educational interests” in the Customer Education Records, Student Data, and Personal Data disclosed pursuant to the MSA, and PowerSchool agrees to abide by the FERPA limitations and requirements imposed on school officials. Processor will use the Education Records only for the purpose of fulfilling its duties under the MSA for Customer’s and its Users’ benefit, and shall not share Customer Data with or disclose it to any third party except as provided for in the MSA or this DPA, as required by Applicable Law, or if authorized in writing by the Customer.

6.6. Customer represents and warrants that it has obtained all necessary consents and government authorizations required under Applicable Law to permit the Processing of Customer Data.

6.7. Customer agrees to indemnify and hold PowerSchool and its Affiliates harmless from and against any action, claim, expense, damage, and cost brought against PowerSchool or any of its Affiliates, whether by a Data Subject or a government authority, related to necessary Data Subject consents and government authorizations for Processing.

6.8. PowerSchool agrees not to edit or use Customer Data, unless:

6.8.1. integral to and clearly contemplated by the particular nature of the Services or otherwise permitted pursuant to the MSA or this DPA;

6.8.2. written consent is first procured from and through the Customer;

6.8.3. the data is De-identified Data; Aggregate Data or Transactional Data; OR

6.8.4. the editing is performed to maintain the integrity of the Customer Data.

7. Reliability of PowerSchool’s and Vendor-Data Subprocessors’ Employees, Agents and Contractors.

PowerSchool shall take reasonable measures to ensure the reliability of employees, agents, and contractors of PowerSchool, and Vendor-Data Subprocessors who may have access to Customer Data with the goal of ensuring that access to Customer Data is limited to individuals who need to know or access Customer Data under the terms of the MSA or this DPA, and to comply with Applicable Law in the context of individual’s duties to the Processor and Vendor-Data Subprocessor, ensuring that individuals are subject to confidentiality obligations.

8. Security of Processing.

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of Data Subjects, PowerSchool shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. For further information on PowerSchool’s technical and organizational measures, see Schedule 1-A. (Physical, Administration, and Technological Safeguards).

9. Vendor-Data Subprocessing.

9.1. Customer authorizes PowerSchool to appoint Vendor-Data Subprocessors in accordance with this subsection and the MSA.

9.2. PowerSchool will enter into written agreements (“**Vendor-Data Subprocessor Agreement**”) whereby Vendor-Data Subprocessors agree to secure and protect Customer Data in a manner consistent with the terms of this DPA and the MSA.

9.3. PowerSchool will periodically conduct or review compliance monitoring and assessments of Vendor-Data Subprocessors to determine their compliance with this DPA and MSA.

9.4. Pursuant to its respective Vendor-Data Subprocessor Agreement, the applicable Vendor-Data Subprocessors shall:

9.4.1. not disclose Customer Data, in whole or in part, to any third party with the exception of a Vendor-Data Subprocessor properly vetted by the primary Vendor-Data Subprocessor;

9.4.2. not use any Customer Data to advertise or market to students or their parents/guardians;

9.4.3. access, view, collect, generate and use Customer Data only to the extent necessary to assist Processor in performing its obligations specified in this DPA and the MSA;

9.4.4. at the conclusion or termination of the work, as directed by the Customer through PowerSchool, delete or return to the Customer all Customer Data in possession, custody or control, at the election of the Customer;

9.4.5. utilize reasonable physical, administrative, and technical safeguards in accordance with industry standards to secure Customer Data from unauthorized disclosure, access and use. Vendor-Data Subprocessor shall ensure



that its employees and subcontractors who have access to Customer Data have been adequately vetted, trained, and possess the necessary qualifications to comply with the terms of this DPA; and

9.4.6. not re-identify or attempt to re-identify any De-identified Data or use De-identified Data in combination with other data elements or De-identified Data in the possession of a third-party affiliate, thereby posing risks of re-identification.

10. Data Subject Rights.

10.1. With respect to requests from Data Subjects regarding Customer Data, PowerSchool shall:

10.1.1. promptly notify the Customer if PowerSchool receives a request from a Data Subject under any Applicable Law with respect to Customer Data;

10.1.2. reasonably cooperate and assist Customer in connection with access requests, inquiries, and complaints from Data Subjects to whom the data relates or from data protection authorities; and

10.1.3. not directly respond to the request except on documented instructions of the Customer.

10.2. PowerSchool acknowledges that Applicable Law regarding Data Subject Rights may be further promulgated, modified, or interpreted by state attorney generals. PowerSchool will reasonably cooperate and assist Customer in adapting PowerSchool's support of Customer regarding responding to Data Subject requests.

11. Personal Data Breach.

11.1. Customer agrees to notify PowerSchool immediately of any unauthorized use of Customer's accounts or any other breach of security.

11.2. Upon PowerSchool's becoming aware of a Personal Data Breach of Customer Data, PowerSchool shall immediately investigate the Personal Data Breach.

11.2.1. In the course of the investigation, PowerSchool shall take steps to mitigate and remediate the Personal Data Breach.

11.2.2. PowerSchool shall notify Customer without undue delay, and within the time period required by Applicable Law.

11.2.3. PowerSchool shall provide Customer with sufficient information to permit Customer to make a determination as to any notification obligations under Applicable Law.

11.3. PowerSchool shall cooperate with Customer and take commercially reasonable steps to assist Customer in an investigation of the Data Breach.

11.4. For additional information regarding Personal Data Breach notification and response, see [Schedule 1-B](#).

12. Data Protection Impact Assessment.

PowerSchool shall provide reasonable assistance related to the nature of Processing to Customer in the event that a data protection impact assessment be required by Applicable Law.

13. Return and Disposition of Customer Data.

13.1. Upon written request from Customer and in accordance with the applicable terms in the following provisions of the Section 13 (Return and Disposition of Customer Data), PowerSchool will dispose or delete all Customer Data within a commercially reasonable time period when it is no longer needed for the purpose for which it was obtained.

13.1.1. Customer must inform PowerSchool when Customer Data is no longer needed. In no event will PowerSchool dispose of Customer Data pursuant to this provision unless and until PowerSchool has received affirmative written confirmation from Customer that Customer Data does not need to be transferred to a separate account.

13.1.2. Disposition will include (1) the shredding of any hard copies of any Customer Data; (2) erasing; or (3) otherwise modifying the personal information in those records to make the information unreadable or indecipherable by human or digital means.

13.1.3. Nothing in this DPA or the MSA authorizes PowerSchool to maintain Customer Data beyond the time period reasonably needed to complete the disposition.

13.1.4. Upon request by Customer, PowerSchool will provide written notification to Customer when all Customer Data have been disposed.

13.1.5. Upon receipt of a request from Customer, PowerSchool will provide Customer return of Customer Data, as commercially reasonable.



13.1.6. Customer acknowledges there may be a reasonable service fee attached to such data return service where more than two (2) such service requests are submitted by the Customer during the term of the MSA.

13.2. Throughout the Term of the MSA, Customer may request partial disposal of Customer Data that is no longer needed.

13.2.1. Partial disposal of Customer Data will be subject to Customer's request to transfer such data to a separate account.

13.2.2. To the extent Customer is unable to transfer such data by their own accord, PowerSchool agrees to assist Customer, at Customer's expense, to transfer any Customer Data in question, so long as it is commercially reasonable to do so.

13.2.3. To the extent transfer or partial disposal of Customer Data is not commercially reasonable, PowerSchool will inform the Customer of the actual costs to undertake such a transfer, and Customer may agree to pay the cost of such transfer. If Customer does not agree to pay the cost of such transfer, PowerSchool has no obligation to conduct any data transfer on Customer's behalf.

13.2.4. All transfers must comply with Applicable Law. PowerSchool is not liable or in breach of this Agreement if PowerSchool denies a transfer that, in its reasonable judgment, does not comply with the Applicable Law. Any transfer made on Customer's written request requires Customer to fully indemnify and hold harmless PowerSchool from complying with Customer's instructions.

13.3. PowerSchool may retain Customer Data if required by Applicable Law.

14. Transfer of Customer Data to Succeeding Vendor Upon Termination.

Upon termination of this DPA, PowerSchool will, if so requested by Customer, securely transfer all Customer Data directly from PowerSchool's Site to the hosting site or platform of another vendor designated by Customer, such transfer to occur on a date on or after the effective date of termination as directed by Customer in a format mutually agreed by PowerSchool and at Customer's cost. PowerSchool will have no obligation to transfer Customer Data in a form or format specified by succeeding vendor, but PowerSchool will provide Customer Data in a manner that is the industry standard.

15. Response to Legal Orders, Demands or Requests for Data.

15.1. The terms herein will not be construed as prohibiting either Party hereto from disclosing information to the extent required by law, regulation, or court order, provided such Party notifies, where not prohibited, the other party promptly after becoming aware of such obligations and provides the other Party an opportunity to seek a protective order or otherwise to challenge or limit such required disclosure.

15.2. PowerSchool will not disclose (and will not instruct any of its employees or Vendor-Data Subprocessors to disclose) in any manner whatsoever any Customer Data to any third party unless:

15.2.1. such disclosure is required in order for PowerSchool to perform its obligations pursuant to the MSA or this DPA and any applicable Quote or Statement of Work;

15.2.2. such disclosure is permitted under Applicable Law; or

15.2.3. the third party agrees, in writing, to protect the confidentiality and security of Customer Data. If PowerSchool becomes legally compelled to disclose Customer Data, PowerSchool will, to the extent permitted by law and if time permits, provide Customer with prompt written notice thereof prior to disclosure.

16. Compliance with Applicable Law.

16.1. The Parties acknowledge that Customer Data may include Personal Data from Education Records that are subject to Applicable Law of the applicable jurisdiction.

16.2. Where required by Applicable Law, Customer acknowledges it has obtained all valid consents from the parents or pupils related to the Customer Data sufficient to grant PowerSchool the permission to conduct Processing on such Customer Data on behalf of the Customer.

16.3. See Schedule 1-C for further discussion of Applicable Law.



17. Termination.

17.1. Subject to agreed data return, data transfer, data disposal, legal, or other end of term obligations, this DPA will automatically terminate without any further action of the Parties upon the termination or expiration of the applicable MSA between the Parties or successful completion of the Services under such MSA. Alternatively, upon re-execution of the MSA by the Customer, this DPA shall also be revived and be of full force and effect.

17.2. The obligations of PowerSchool and Customer under this DPA shall survive termination or expiration of this DPA or MSA, until all Customer Data have been returned or disposed.

18. General Terms.

18.1. The parties to this DPA hereby submit to the choice of jurisdiction stipulated in the MSA with respect to any disputes or claims arising under this DPA.

18.2. The terms of this DPA do not reduce PowerSchool's obligations under the MSA regarding the protection of Customer Data and does not permit PowerSchool to Process Customer Data in ways prohibited by the MSA.

18.3. In the event that there is a conflict or inconsistencies between this DPA, Applicable Law, and the Standard Contract Clauses regarding cross-board transfer issues, the conflict or inconsistencies shall be resolved in the following order: (i) first, Applicable Law, (ii) second, the Standard Contract Clauses, and (iii) then the DPA.

18.4. In the event that there is a conflict or inconsistencies between the MSA and this DPA, this DPA controls.

SCHEDULE 1 -A

PHYSICAL, ADMINISTRATIVE, AND TECHNOLOGICAL SAFEGUARDS

A.1 Data Security. PowerSchool agrees to abide by and maintain adequate data security measures, consistent with industry standards for digital storage of Customer Data, to protect Customer Data from unauthorized disclosure or acquisition by an unauthorized person. The general security obligations of PowerSchool are set forth below. These security measures will include, but are not limited to:

A.1.1 Passwords and Employee Access. PowerSchool will secure usernames, passwords, and any other means of gaining access to the Services or to Customer Data, at a level meeting or exceeding the applicable standards. PowerSchool will only provide access to Customer Data to employees or contractors who require access pursuant to the MSA and this DPA, and only on terms consistent with or exceeding the data security measures required by this DPA between the Parties.

A.1.2 Security Protocols. The Parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. PowerSchool will maintain all data obtained or generated pursuant to the MSA in a secure digital environment.

A.1.3 Employee Training. PowerSchool will provide periodic security training to those employees who operate or have access to the system. Further, PowerSchool will provide Customer with contact information of an employee whom Customer may contact if there are any security concerns or questions.

A.1.4 Security Technology. PowerSchool will employ industry standard measures to protect data from unauthorized access. The service security measures will include server authentication and data encryption. PowerSchool will host data pursuant to the MSA in an environment using firewall(s) that are updated according to industry standards.

A.1.5 Monitoring. PowerSchool will log and analyze events across critical systems to identify potential threats to confidentiality, integrity, and availability of Customer Data.

A.1.6 Security Coordinator. PowerSchool will provide the name and contact information of PowerSchool's security coordinator for the Customer Data received pursuant to the MSA and this DPA upon written request.

A.1.7 Vendor-Data Subprocessors Bound. PowerSchool will enter into written agreements whereby Vendor-Data Subprocessors agree to secure and protect Customer Data in a manner consistent with the terms of this exhibit and the DPA. PowerSchool will periodically conduct or review compliance monitoring and assessments of Vendor-Data Subprocessors to determine their compliance with this exhibit and DPA.

A.1.8 Periodic Risk Assessment. PowerSchool acknowledges and agrees to conduct digital and physical periodic risk assessments at least annually and take commercially reasonable industry standard steps to remediate identified security and privacy vulnerabilities in a timely manner.

A.1.9 Established Security Policies. PowerSchool will follow its established access security policies to support the confidentiality, integrity, and availability of the Customer Data against risks including but not limited to unauthorized access, collection, use, disclosure or disposal, loss, or modification. Such security arrangements will include, without limitation, reasonable physical, administrative, and technical safeguards.

A.1.10 Audits and Compliance Reports. PowerSchool's security compliance is assessed by independent third-party auditors. Upon Customer agreeing to an NDA, PowerSchool shall provide access to information regarding PowerSchool's ISO 27001:2103 certification and SOC II Reports. To the extent that PowerSchool discontinues a third-party audit, PowerSchool will adopt or maintain an equivalent industry-recognized security standard.

SCHEDULE 1 - B

B.1 Data Incident. In the event Customer Data is accessed or obtained by an unauthorized individual or third party, PowerSchool will:

B.1.1 provide notification to Customer within a reasonable amount of time of confirmation of the Incident, not exceeding seventy-two (72) hours.

B.1.2 PowerSchool agrees to comply with all reasonable requests from Customer in relation to such Incident and, in consultation with Customer and subject to any directions from Customer, take all reasonable steps to mitigate any harmful effect resulting from any such unauthorized access to, use or disclosure of Customer Data.

B.2 Post Incident Process. In the event of an Incident, PowerSchool will follow the following process:

B.2.1 Provide a security incident notification written in plain language after confirmation of the incident.

B.2.2 The security incident notification will include, at a minimum, the following information:

B.2.2.1 The name and contact information of Customer's Designee or his/her designee for this purpose.

B.2.2.2 A list of the types of Customer Data that were or are reasonably believed to have been the subject of an incident.

B.2.2.3 If the information is possible to determine at the time the notice is provided, then either (1) the date of the incident, (2) the estimated date of the incident, or (3) the date range within which the incident occurred. The notification will also include the date of the notice.

B.2.2.4 Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine and permitted at the time the notice is provided.

B.2.2.5 A general description of the incident, if that information is possible to determine at the time the notice is provided.

B.2.3 PowerSchool agrees to adhere to all requirements in applicable state, provincial and federal law with respect to an Incident related to Customer Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation, where commercially reasonable, of any such data breach.

B.2.4 PowerSchool maintains a written incident response plan that is consistent with industry standards and the applicable federal (country), state, or provincial law for responding to a data incident, security incident, privacy incident, or unauthorized acquisition or use of the Customer Data or any portion thereof, including personally identifiable information.

B.2.5 If Customer requests PowerSchool's assistance providing notice of unauthorized access, and such assistance does not take on a form unduly burdensome to PowerSchool, PowerSchool will reasonably co-operate and assist in, any investigation of a complaint that any Customer Data has been collected, used or disclosed contrary to Privacy Laws, or the policies of Customer, whether such investigation is conducted by Customer itself or a body having the legal authority to conduct the investigation, including but not limited to co-operation and assistance in notifying the affected Data Subject(s) of the unauthorized access.

C.2 United States: For engagements with Customers and Users located in the United States any specific states territory, the Parties acknowledge that:

C.2.1 Customer Data may include Personal Data from Education Records that are subject to the Family Educational Rights and Privacy Act, as amended ("FERPA Records");

C.2.2 to the extent that Customer Data includes FERPA Records, PowerSchool will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with the requirements and obligations of School Officials under FERPA. Each Party represents and warrants to the other Party that it will comply with all provisions of FERPA applicable to such Party's performance hereunder.

C.2.3 the Parties also acknowledge that applicable Customer Data may include Personal Data from children under the age of 13, subject to the Children's Online Privacy Protection Act and related regulations ("COPPA").

C.2.4 Where applicable, Customer acknowledges that it will act as agent for the parents of students under the age of 13 for purposes of COPPA. Customer represents to PowerSchool that through the

SCHEDULE 1 - B

duration of this Agreement, the Customer is duly authorized to provide the data to PowerSchool for processing based on having obtained parental consent where necessary.

C.2.5 Customer acknowledges that it has read, fully understands, and agrees to abide by PowerSchool's Privacy Policy, available at www.powerschool.com/privacy and as may be revised from time-to-time, incorporated by reference herein.



Last Updated: February 14, 2022

EXHIBIT D **PRODUCT SPECIFIC TERMS**

This Exhibit contains terms and conditions specifically for certain PowerSchool Offerings (including Embedded Applications) and Licensed Third-Party Software. Such terms do not apply to all PowerSchool Offerings in general.

1. TERMS RELATING TO EMBEDDED APPLICATIONS AND LICENSED THIRD-PARTY SOFTWARE.

1.1 Oracle. The following terms are applicable to a certain Embedded Application known as Oracle Database Enterprise Edition (the "Oracle Software"):

- a) The Oracle Software is subject to a restricted license and may only be used in conjunction with the Subscription Services.
- b) Oracle USA, Inc. ("Oracle") will have no liability whatsoever to Customer for any damages, whether direct, indirect, incidental, or consequential arising from Customer's use of Subscription Services or the Oracle Software.
- c) Customer is prohibited from publishing the results of any benchmark tests run on the Oracle Software.
- d) Customer will be prohibited (1) from use of the Oracle Software for rental, timesharing, subscription service, hosting, or outsourcing; (2) from the removal or modification of any program markings or any notice of Oracle's or its licensor's property rights; (3) from the end user making the programs available in any manner to any third party for use in third party's business operations (unless such access is expressly permitted for the specific program license); and (4) from passing title to the programs to the end user or any other party.
- e) Customer shall permit PowerSchool to audit Customer's use of the programs, require Customer to provide reasonable assistance and access to information in the course of such audit and permit PowerSchool to report the audit results to Oracle or to assign PowerSchool's right to audit Customer's use of the programs to Oracle. Where PowerSchool assigns its right to audit to Oracle, then Oracle shall not be responsible for any of PowerSchool's or Customer's costs incurred in cooperating with the audit.
- f) Oracle will be a third-party beneficiary of this Agreement. Application of the Uniform Computer Information Transaction Act is excluded.
- g) Oracle will have no performance obligation or liability to Customer in connection with this Agreement.
- h) Customer is prohibited from reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs) and prohibited from duplication of the programs except for a sufficient number of copies of each program for the end user's licensed use and one copy of each program media.
- i) Customer must, at the termination of the agreement, discontinue use and destroy or return to PowerSchool all copies of the programs and documentation.
- j) Third party technology that may be appropriate or necessary for use with some Oracle programs is licensed to the end user for use under the terms of the third-party license agreement.

Should the Oracle Software contain any source code provided by Oracle, such source code will be governed by the terms of this Agreement. Under PowerSchool's Oracle License, PowerSchool is obligated to promptly inform Oracle if PowerSchool becomes aware of any breach of any of the above Oracle terms, which obligation shall hereby pass through to Customer.

1.2 GPL Software. Certain Embedded Applications included with the Subscription Services may be free software licensed under the terms of the GNU General Public License ("GPL"). Customer 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 Subscription Services.

1.3 Illuminate. The following terms are applicable to a certain Licensed Third-Party Software known as Illuminate (the "Illuminate Software") provided by Illuminate Education, Inc. ("Illuminate") (only to the extent that Customer purchases a Subscription Service that includes or otherwise licenses such Illuminate Software):

a) **License Grant:** Customer is hereby granted a limited, non-exclusive, non-transferable right and license to access and use the Assessment Item Bank through PowerSchool's platform within the State in which Customer is organized, authorized and resides (the "Licensee Territory") to provide noncommercial access and use of any or all of the items from the Illuminate content (referred to herein as the "Illuminate Content", "Item Bank", or individual items, materials associated with the items such as reading passages and graphics, and scoring materials from the Item Bank as "Items") to students registered within Customer's schools/districts for the sole purpose of performing formative assessments of those students (the "License"). Customer is strictly prohibited from using or promoting any Items in the Item Bank as high stakes assessments. All rights, licenses and privileges not expressly granted to Customer under the License will remain exclusive to Illuminate. Without limiting the generality of the foregoing, Customer acknowledges that Illuminate retains all rights under copyright and all other intellectual property rights in and to the Item Bank, all Items included therein, and all modifications and derivative works created therefrom. Customer's rights to access and use the Item Bank, the Items and all modifications and derivative works thereof shall terminate upon the earlier of: (i) termination of the Agreement between Customer and PowerSchool and PowerSchool granting this License; or (ii) termination of PowerSchool's right and license to distribute the Item Bank. Customer acknowledges that use of the Item Bank, the Items, and all modifications and derivative works thereof after termination of the License is strictly prohibited and would constitute infringement of Illuminate's proprietary rights.

b) Throughout the term of the License, Illuminate will have the right, at its sole discretion, to modify the Item Bank, and to delete, and require the deletion by Customer, of specific Items and/or passages from the Item Bank.

c) **Data Extracts.** Illuminate shall have the option to request data files for PowerSchool containing a consistent, unique, pseudo student identifier (not student district ID), demographics, and individual responses for assessments created with the Illuminate Content. With regard to this Agreement, Illuminate agrees to abide by the No Child Left Behind Act Publication 107-110 and Family Educational Rights and Privacy Act (FERPA).

d) **ILLUMINATE REPRESENTATIONS, WARRANTIES AND LIMITATIONS OF LIABILITY.** ILLUMINATE REPRESENTS THAT IT HAS THE RIGHT TO GRANT THIS LICENSE. ILLUMINATE MAKES NO WARRANTY WHATSOEVER, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, TITLE. ILLUMINATE IS NOT RESPONSIBLE FOR THE VALIDITY, FAIRNESS OR QUALITY OF ASSESSMENTS THAT ARE ULTIMATELY PREPARED BY THE LICENSEE USING THE ITEM BANK. ILLUMINATE WILL HAVE NO RESPONSIBILITY WITH RESPECT TO ANY USE OF THE ITEM BANK OR ANY ITEMS (A) TO THE EXTENT THAT ANY ITEMS HAVE BEEN MODIFIED WITHOUT PRIOR WRITTEN APPROVAL BY ILLUMINATE; (B) FOR ANY PURPOSE OTHER THAN FOR FORMATIVE STUDENT ASSESSMENTS; OR (C) FOR FAILURE TO USE THE ITEMS OR ITEM BANK IN ACCORDANCE WITH THE LICENSE OR CUSTOMER'S AGREEMENT WITH POWERSCHOOL. ILLUMINATE IS NOT RESPONSIBLE FOR THE CONTENT, ACCURACY, COMPLETENESS OR ADEQUACY OF ANY STATE STANDARDS ACCESSIBLE THROUGH THE COVERED PLATFORM.

e) **ILLUMINATE WILL HAVE NO LIABILITY UNDER CUSTOMER'S AGREEMENT WITH POWERSCHOOL.** IN NO EVENT SHALL ILLUMINATE BE LIABLE FOR CONSEQUENTIAL,



INCIDENTAL, PUNITIVE OR OTHER INDIRECT DAMAGES. FURTHERMORE, NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL ILLUMINATE BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES IN EXCESS OF THE FEES PAID TO ILLUMINATE BY OR ON BEHALF OF CUSTOMER PURSUANT TO THE LICENSE OR CUSTOMER'S AGREEMENT WITH POWERSCHOOL DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

1.4 Employee Records – Contracts Only License. If Customer purchased "Unified Talent Contract Management Express," Customer's use is limited to the use of the Contracts feature of *Unified Talent Employee Records* and its associated folder for each district employee. Unless Customer purchased "Unified Talent Records," PowerSchool does not grant Customer usage of the full feature set of the *Employee Records* solution. PowerSchool reserves the right to audit the usage of other features and charge fees up to the list price of the full *Employee Records* solution if Customer purchased "Unified Talent Contract Management Express" but did not appropriately limit its use to the Contracts feature, as set out herein.

2. STATE OR PROVINCIAL REPORTING CODE. PowerSchool makes no representation that the PowerSchool SIS, eSchoolPLUS, iNOW SIS, or Trillium SIS products include any SRC or PRC designed to meet the reporting requirements of Customer's state or province, as applicable. If PowerSchool does offer SRC or PRC for Customer's state or province, Customer acknowledges that the SRC or PRC is intended as a tool to assist Customer in complying with state or provincial regulatory requirements; however, PowerSchool does not warrant or guarantee that the SRC or PRC conforms to, or that use of the SRC or PRC will ensure Customer's compliance with, all state or provincial regulatory requirements that may apply or that the SRC or PRC will be maintained to conform to such requirements now or in the future. It is Customer's, and not PowerSchool's, responsibility to understand and comply with all such requirements.

3. HARDWARE. If Customer is purchasing any hardware through PowerSchool, Customer acknowledges that such hardware purchase is being facilitated by PowerSchool as an accommodation to Customer 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 manufacturers or other vendor's warranty to the extent permitted by the manufacturer or other vendor, as applicable. Customer 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 Customer through PowerSchool. Any requests for such support should be directed to the applicable hardware or software manufacturer. Customer 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 will have no liability whatsoever in connection with such claims.

