



PowerSchool Group LLC
 150 Parkshore Dr., Folsom, CA 95630
 Quote #: Q-661227 - 1
 Quote Expiration Date: 31-MAY-2022

Prepared By:	Susan Tompkins	Customer Contact:	John Rubio
Customer Name:	Mount Diablo Unified School District	Title:	Chief Human Resources Officer
Enrollment:	29,000	Address:	1936 Carlotta Drive
Contract Term:	37 Months	City:	Concord
Start Date:	1-JUN-2022	State/Province:	California
End Date:	30-JUN-2025	Zip Code:	94519
		Phone #:	(925) 682-8000 ext. 4137

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUN-2022 - 30-JUN-2023			
License and Subscription Fees			

Unified Talent Records	29,000.00	Students	USD 49,146.66
UT Records One Time Discount	1.00	Each	USD -3,732.66
UT Applicant Tracking	29,000.00	Students	USD 17,260.96
Unified Talent Sparkhire Video Interviewing	29,000.00	Students	USD 14,122.60
UT Applicant Tracking One Time Discount	1.00	Each	USD -15,950.00
UT Applicant Tracking One Time Discount	1.00	Each	USD -1,310.96

License and Subscription Totals: **USD 59,536.60**

Professional Services and Setup Fees			
---	--	--	--

Unified Talent Records Implementation - Advanced	1.00	Each	USD 8,055.00
Unified Talent Applicant Tracking Implementation - Advanced	1.00	Each	USD 4,612.50
Unified Talent Sparkhire Integration	1.00	Each	USD 1,417.50

Professional Services and Setup Fee Totals: **USD 14,085.00**

Training Services			
--------------------------	--	--	--

UT Applicant Tracking Training Remote	1.00	Day	USD 1,620.00
---------------------------------------	------	-----	--------------

Training Services Total: **USD 1,620.00**

Quote Total			
--------------------	--	--	--

Total Discount:	USD 29,768.54
Initial Term	1-JUN-2022 - 30-JUN-2023
Initial Term Total	USD 75,241.60

Annual Ongoing Fees as of 1-JUL-2023 - Fees subject to an annual uplift, which will be reflected on renewal quote

Unified Talent Records	29,000.00	Students	USD 45,414.00
UT Applicant Tracking	29,000.00	Students	USD 15,950.00
Unified Talent Sparkhire Video Interviewing	29,000.00	Students	USD 13,050.00

Annual Ongoing Fees Total: **USD 74,414.00**

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

https://www.powerschool.com/MSA_Feb2022/

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

POWERSCHOOL GROUP LLC

Mount Diablo Unified School District

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 4-MAY-2022

Date:

Statement of Work

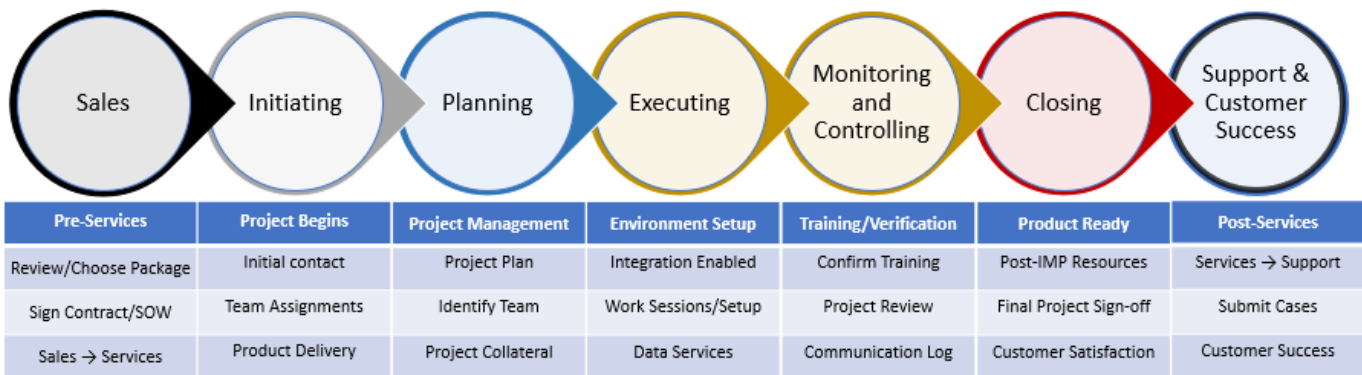
Purpose of Document

The purpose of this Statement of Work (“SOW”) between PowerSchool Group LLC (“PowerSchool”) and Customer (“You”, “Your”) is to outline the process, approach, and completion criteria for each step of the process to implement PowerSchool. This document covers the roles and responsibilities of the PowerSchool Project Manager, Implementation Specialist(s), and Customer in each step of the PowerSchool implementation process, serving as an outline of services PowerSchool is expected to deliver. This SOW calls out specific functional areas of PowerSchool that are covered for implementation services and level of coverage.

Successful implementation of new software requires proven project management and methodology. The timeline will be mutually adapted within a project management tool between PowerSchool and the Customer. PowerSchool provides a comprehensive package of services designed to ensure Your PowerSchool deployment project meets Your unique needs and expectations. Additional training, consulting and customization services can be purchased to help augment additional needs You may have with Your PowerSchool deployment. The delivery of Professional Services contained in this document will be provided remotely. If travel is required, all travel related expenses will be invoiced as incurred.

We will partner with You and be Your liaison to PowerSchool during the implementation. You will have a project team to help you, as a Customer, connect to other PowerSchool services and support, while also providing project planning, communication, project execution, and product specialist consulting. For a successful PowerSchool implementation, it is important that You understand the responsibilities, carve out the time required and keep on pace with the timeline. This will involve gathering information, helping Your team come to agreement on configuration and data standardization, your own product training and monitoring other staff assigned training for completion, adjusting desk level procedures, and planning for go live among several other tasks. The overall steps included in a project are outlined below.

This Statement of Work is subject to the terms and conditions of the current master agreement between the parties and any associated policies, pursuant to which PowerSchool has licensed the PowerSchool application to the Customer.



Released January 2021

Document Owner: PowerSchool Group LLC, Product Deployment Solutions

This edition applies to the current PowerSchool software and to all subsequent releases and modifications until otherwise indicated in new editions or updates. The data and names used to illustrate the reports and screen images may include names of individuals, companies, brands, and products. All of the data and names are fictitious; any similarities to actual names are entirely coincidental.

General Assumptions

1. Implementation services will be delivered remotely unless onsite services are purchased separately.
2. Client is to provide a data extract to PowerSchool in accordance with Tiered Service package selected (if needed).
3. Implementation timeline is stated within the Planning Phase, extending the timeline may require the customer to purchase additional services.
4. Implementation services are completed when delivered and the deliverable acceptance procedure is complete.
5. Additional services are available and can be purchased for items out of the scope of implementation (see Project Change Control and Escalation Change Procedure section of this document).
6. Customer will adhere to the active PowerSchool Cancellation Policy. “Services Cancellation: Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee’s request.”
7. Customer must identify a designated Customer project lead before the project kick-off meeting. The Customer project lead will be responsible for delivering all sections of the “Customer Responsibilities” included in the SOW in a complete manner within the project timeline.
8. The designated Customer project lead should be an employee of the organization implementing PowerSchool. Customers that hire third-party organizations to act on the behalf of the Customer for implementation may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer’s behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
9. All sign offs must be done by an employee and designated signatory of the Customer. Third party entities engaged by the Customer are not acceptable signatories for any project sign offs.
10. The PowerSchool Project Manager and/or Application Specialist will guide Customer to available procedures, guidelines, standards, reference materials and system/application documentation.
11. Implementation Services is assuming the product will be deployed as-is, items outside of Scope of Work must go through the change control procedures (see Project Change Control and Escalation Procedure in this document).

Released January 2021

Document Owner: PowerSchool Group LLC, Product Deployment Solutions

This edition applies to the current PowerSchool software and to all subsequent releases and modifications until otherwise indicated in new editions or updates. The data and names used to illustrate the reports and screen images may include names of individuals, companies, brands, and products. All of the data and names are fictitious; any similarities to actual names are entirely coincidental.

Deliverables Acceptance Procedure

Deliverables Acceptance

This Statement of Work outlines PowerSchool deliverables for each phase of the implementation project in the PowerSchool Objections and Completion Criteria sections. Each deliverable will be reviewed and accepted in accordance with the following procedure:

- Deliverable will be submitted or delivered to the Customer project lead or designated Customer team member. It is the Customer project lead's responsibility to review and accept deliverable as complete.
- Within six (6) business days of completion of the project the Customer project lead will either accept the final deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response from the Customer project lead is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- The PowerSchool implementation specialist will consider the Customer's objections within the context of PowerSchool's obligations as stated within this Statement of Work. Revisions agreed to by PowerSchool will be applied at which time the deliverables will be reviewed within six (6) business days and the Customer project lead either will accept the deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- Customer objections that are not agreed to by PowerSchool will be managed in accordance with the Project Change Control Procedure described below. If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and PowerSchool will follow the Escalation Procedure described below.
- All deliverables required to be delivered hereunder are considered to be owned by PowerSchool with unlimited internal use by the Customer, unless otherwise noted.

Released January 2021

Document Owner: PowerSchool Group LLC, Product Deployment Solutions

This edition applies to the current PowerSchool software and to all subsequent releases and modifications until otherwise indicated in new editions or updates. The data and names used to illustrate the reports and screen images may include names of individuals, companies, brands, and products. All of the data and names are fictitious; any similarities to actual names are entirely coincidental.

Project Change Control and Escalation Procedure

Project Change Control

The following process will be followed if additional services to this Statement of Work are required or desired.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.
- The designated Customer project lead will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by the authorized Customer project lead to authorize quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required. Change to this Statement of Work through additional addendum will authorize additional scope and work.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed upon in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

Customer Escalation Procedure

The following procedure will be followed if resolution is required for a conflict arising during the project

- **Level 1:** Customer project lead will notify PowerSchool Project Manager via email with details of escalation.
- **Level 2:** If the PowerSchool Project Manager cannot provide resolution or path to resolution five (5) business days from receipt of level 1 escalation email, the Customer project lead will notify PowerSchool manager via email to – pmleadership@powerschool.com
- **Level 3:** If the concern remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Project Change Control Procedure or termination of this SOW under the terms of the Contract.

During any resolution, PowerSchool agrees to provide services related to items not in dispute, to the extent practicable, pending resolution of the concern. The Customer agrees to pay invoices per the Contract, as rendered.

Applicant Tracking Advance Statement of Work

Initiating (Pre-requisites before Planning)

PowerSchool Responsibilities

- Deploy Applicant Tracking and SchoolSpring sites
- Provide Login Credentials
- Send Welcome Email with Statement of Work
- Identify PowerSchool Project Team
 - Project Manager
 - Technical Specialist
 - Implementation Specialist(s)
 - Education Impact Consultant
- Send Customer access to the following:
 - Project Plan

Customer Responsibilities

- Identify Customer Project Team
 - Project Manager
 - Subject Matter Expert(s)
- Review Statement of Work

Completion Criteria

This activity will be considered complete when:

- Customer signs the Statement of Work

Planning

PowerSchool Responsibilities

- Schedule and conduct a kick-off meeting
- Provide introduction to the Support site
- Review the deliverables in the SOW and explain the implementation process
- Schedule the PowerSchool implementation and training resources based on project timeline
- Discuss the role and responsibilities of a technical resource during the project
- Discuss the role and responsibilities of the Education Impact Consultant
- Update the Project Plan to include implementation timing and resources
- Schedule regular Status Calls as needed

Customer Responsibilities

- Attend kick-off meeting and all subsequent meetings and training required
- Utilize the online Project Plan and trainings throughout the project to stay up to date
- Plan for training and ensure users attend required training sessions
- Update the Project Plan to indicate client tasks completed

Completion Criteria

This activity will be considered complete when:

- The kick-off meeting is completed
- The Project Plan is updated based on discussed timelines

Authentication Services

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

PowerSchool Responsibilities

- Update user accounts to ensure matching between systems
- Configure SSO using LDAP or SSO (if applicable)
- Configure AppSwitcher with current and new PowerSchool products (if applicable)

Customer Responsibilities

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

Completion Criteria

- Customer signs the final checklist that Authentication Services are complete

Executing

PowerSchool Responsibilities

- Create custom content including:
 - Up to five (5) Application Types
 - Up to five (5) Minimum Qualification Surveys
 - Up to five (5) Email Templates
 - Up to three (3) Job Offer Templates
 - Up to two (2) additional Reference Check Surveys
 - Up to ten (10) Job Templates
 - Up to five (5) workflows
- Train project stakeholders to configure following System Settings:
 - Locations
 - Users and Security Groups
 - Filters
 - Candidate Portal
 - Application Types
 - Drop-down lists
 - Custom Forms
 - Creating job templates
 - Workflows
 - Job Posting (including SchoolSpring integration)
 - Setting up searches and views
 - Email notifications
 - Calendar integration
 - Archiving and Purging Applications
 - Requisitions
 - Job Offer Templates
- Train project stakeholders to evaluate candidates using the following features:
 - Setting Up Searches and Views
 - Scheduling interviews
 - Background Checks
 - Screenings
 - Job Fairs and Career Days
 - Sending reference checks
 - Interview Calendar integration
 - “Recommend to Hire” Form
 - Begin Hire Page
 - Job Offer Letters
 - Reports and Analytics
- If applicable, configure the App Switcher and SSO Authentication services
- The Education Impact Consultant provides expertise and guidance for the effective enablement of the product being implemented

Customer Responsibilities

- System Configuration
 - Complete configuration tasks (including but not limited to the list above)
 - Review and verify configuration, complete signoff

Completion Criteria

This activity will be considered complete when:

- The system has been installed
- Customer completes System Configuration Signoff

Monitoring

PowerSchool Responsibilities

- Schedule and conduct a launch review meeting
- Provide launch documentation

Customer Responsibilities

- Attend all Product Overviews and Training
- Complete end-user testing within the software
- Log and Follow Up on Support Cases as needed
- Report critical issues to your implementation team
- Update the Project Plan to indicate client tasks completed

Completion Criteria

This activity will be considered complete when:

- Customer has attended Product Training Sessions
- Customer has attended any additional training included in their package
- Customer has completed the launch review meeting

Closing

PowerSchool Responsibilities

- Review and finalize any remaining project deliverables
- Introduce customer to support contact methods
- Submit Services to Support Survey
- Provide final project sign off to customer

Customer Responsibilities

- Review completed project deliverables
- Understand that support will become primary contact for customer
- Complete final project signoff
- Complete Customer Satisfaction Survey

Completion Criteria

This activity will be considered complete when:

- Customer completes final project signoff

Employee Records Advance Statement of Work

Initiating (Pre-requisites before Planning)

PowerSchool Responsibilities

- Deploy Records site
- Provide Login Credentials
- Send Welcome Email with Statement of Work
- Identify PowerSchool Project Team
 - Project Manager
 - Implementation Specialist(s)
 - Technical Specialist
 - Education Impact Consultant
- Send Customer access to the following:
 - Project Plan

Customer Responsibilities

- Identify Customer Project Team
 - Project Manager
 - Subject Matter Expert(s)
- Review Statement of Work

Completion Criteria

This activity will be considered complete when:

- Customer signs the Statement of Work

Planning

PowerSchool Responsibilities

- Schedule and conduct a kick-off meeting
 - Advanced Model is one hundred and twenty (120) calendar days from the date of the kick-off meeting
- Provide introduction to the Support site
- Review the deliverables in the SOW and explain the implementation process
- Schedule the PowerSchool implementation and training resources based on project timeline
- Discuss the role and responsibilities of a technical resource during the project (when applicable)
- Discuss the role and responsibilities of the Education Impact Consultant
- Update the Project Plan to include implementation timing and resources
- Schedule regular Status Calls as needed
- Email Business Operations team list of Technical Consultants

Customer Responsibilities

- Attend kick-off meeting and all subsequent meetings and training required
- Utilize the online Project Plan and trainings throughout the project to stay up to date
- Plan for training and ensure users attend required training sessions
- Provide Example Forms

Completion Criteria

This activity will be considered complete when:

- The kick-off meeting is completed
- The Project Plan is updated based on discussed timelines
- Example Evaluation Forms have been provided

Authentication Services and Exports/Imports

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

PowerSchool Responsibilities

- Update user accounts to ensure matching between systems
- Configure SSO using LDAP or OIDC (if applicable)
- Configure AppSwitcher with current and new PowerSchool products
- Go over all Export/Import options available for Records, including:
 - eFinance Plus and Business Plus
 - Data Export
 - PDF Export
 - Sync 2.0 and Data Import tool (Sync 9)

Customer Responsibilities

- Identify and enable the Identity Provider (IDP) for setting up of SSO
- Test the setup of Authentication services and AppSwitcher
- Acknowledge which Export/Import Options you are interested in

Completion Criteria

- Customer signs the final checklist that Authentication Services are complete

Executing

PowerSchool Responsibilities

- Provide Security Settings information.
- Provide system administrator training and best practices on the following System Settings:
- Data Import Templates
 - Staff
 - Location
 - Job Types
 - Supervisor

- Configure the Records System – including but not limited to:
 - New Hire Documents (Ex: Direct Deposit, Employee Information Sheet)
 - Benefits Documents (Ex: Benefit information or Benefit enrolment forms)
 - Employee Separation (Ex: FMLA or Retirement)
 - Action Forms (Ex: Employee Change Form)
 - Uploading Library Resources (Ex: Uploading an Employee Handbook for review)

- End User Training
 - System Admin Training
 - Departmental training (Payroll and Benefits for Example)
 - Provide email example for alerting all other employees on Records and utilizing Available forms.

- Building Checklists
- Developing and Assigning Security Permissions and Groups
- Creating/Facilitating Workflows
- Using System Reports
- Managing/Editing System Notifications
- Managing Available Forms
- Scanning content into Records
- Using Contracts
- Staff Updates
- **Build System Content**
 - Up to 15 Custom Forms
 - Up to 5 Checklists
 - Configure associated documents, sleeves, folders workflows and groups for the forms above
 - Develop up to 5 Contracts

Released August 2021

Document Owner: PowerSchool Group LLC, Product Deployment Solutions

This edition applies to the current PowerSchool software and to all subsequent releases and modifications until otherwise indicated in new editions or updates. The data and names used to illustrate the reports and screen images may include names of individuals, companies, brands, and products. All of the data and names are fictitious; any similarities to actual names are entirely coincidental.

- Edit system notifications
- Configure up to 3 custom security levels

- If applicable, configure the App Switcher and SSO Authentication services
- The Education Impact Consultant provides expertise and guidance for the effective enablement of the product being implemented

Customer Responsibilities

- System Configuration
 - Attend training sessions
 - Complete configuration tasks (including but not limited to the list above)
 - Review and verify configuration, complete signoff
 - Complete testing outside of meetings: Testing Onboarding Checklists, Test Available Forms and Contracts, Test Filing and Reporting

Completion Criteria

This activity will be considered complete when:

- The system has been installed
- Customer completes System Configuration Signoff

Monitoring

PowerSchool Responsibilities

- Schedule and conduct a launch review meeting
- Provide launch documentation

Customer Responsibilities

- Attend all Product Overviews and Training
- Complete end-user testing within the software
- Log and Follow Up on Support Cases as needed
- Report critical issues to your implementation team

Completion Criteria

This activity will be considered complete when:

- Customer has attended Product Overviews
- Customer has attended any additional training included in their package
- Customer has completed the launch review meeting

Closing

PowerSchool Responsibilities

- Review and finalize any remaining project deliverables
- Introduce customer to support contact methods and accessing Community
- Submit Services to Support Survey
- Provide final project sign off to customer

Customer Responsibilities

- Review completed project deliverables
- Understand that support will become primary contact for customer
- Complete final project signoff
- Complete Customer Satisfaction Survey

Completion Criteria

This activity will be considered complete when:

- Customer completes final project signoff