**Professional Services Scope of Work**

**MOUNT DIABLO UNIFIED SCHOOL DISTRICT**

PowerSchool

BUSINESSPLUS

**QUOTATION FOR SERVICES**

***Purpose of Document***

The purpose of this Scope of Work (“SOW”) is to outline the process, approach, completion criteria, and associated costs for the deliverable as requested by the MOUNT DIABLO UNIFIED SCHOOL DISTRICT, (“Client”). This Scope of Work is subject to the terms and conditions of the current master agreement between Client and PowerSchool and any associated policies, pursuant to which PowerSchool Group LLC (“PowerSchool”) has licensed the PowerSchool application to Client.

***Scope of Service***

* Training Services for BusinessPLUS

***Deliverable Example(s)***

N/A

***Assumptions***

Both Parties agree to the following assumptions:

* All PowerSchool services will be performed remotely/off-site utilizing remote connectivity including conference call and WebEx sessions unless on-site services are specifically quoted under Objectives. Any remote connectivity tools used will be at PowerSchool’s cost. Any on-site costs listed under Objectives will be at Client’s cost.
* All business decisions, specific task assignments, general governance, and liability for work performed are the responsibility of Client’s school personnel. Neither PowerSchool nor any PowerSchool Project Manager/Technical Resource is authorized to take responsibility for business decisions, or to assign work to individuals except via the Client’s project manager or their designees.
* The Client will create, oversee, and enforce a change control methodology to ensure that proposed data, technical, and functional changes are evaluated in a test or support environment before they are deployed to a Production environment so as not to adversely affect the deliverable. All liability for changes made to the Production PowerSchool environment(s) are assumed by the Client’s Department of Education or individual school districts.
* The Client will provide access to test/development environment and/or production environment as needed or required to complete deliverable. This includes but is not limited to PSAdmin access, database access, local server file system access and other resources as needed to complete deliverable. The Client understands that diagnosing or otherwise troubleshooting access issues is outside of this scope of work and is billable on a time/materials basis.
* PowerSchool will make every effort to match the content and format of any supplied samples related to this request with any developed output. However, PowerSchool cannot guarantee that all items included on a sample can be included in the final deliverable. Further, Client understands that final output may vary from any supplied sample.

***Timeline***

All effort shall be scheduled and milestones defined during the project kickoff.

***Project Kick-off, Planning and Management***

***Objectives***

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| **Items** | **Description** |
| Kick-off Meeting | The PowerSchool Project Manager/Technical Resource will conduct a Kick-off Meeting with the Client to establish responsibilities, milestones, and a basic Project Timeline as applicable. |
| Establish development tasks | The PowerSchool Project Manager/Technical Resource will establish the tasks necessary for development of the deliverable for use in PowerSchool. |
| Milestone deliveries | The PowerSchool Project Manager/Technical Resource will establish the timeline for delivery of milestones during development. |
| Project Status Reporting | The PowerSchool Project Manager/Technical Resource and the Client will agree on an acceptable method and timing of status reports. |

***Approach***

PowerSchool will assign a Project Manager/Technical Resource to assist through the following phases:

* Project Kick-off, Planning, and Management
* Design of Deliverable
* Active Development
* Testing and Validation
* Project Completion/Sign-Off

The Client will:

* Identify Client project lead that will work with PowerSchool throughout the effort.
* Attend Kick-off meeting and all subsequent meetings.
* Provide access as needed to Client resources throughout the effort.
* Provide timeline input and feedback throughout the effort.
* Manage Client Business Process Change throughout the effort.
* Test deliverables for the agreed upon functionality and display, and notify the PowerSchool Project Manager/Technical Resource of any concerns.
* Participate in milestone deliveries and sign-off.

***Project Change Request***

Changes to this original scope of work may be requested by the Client and reviewed by PowerSchool for potential changes in the costs related to the work. If Client requests modifications or additions to the work either during or after PowerSchool's development of the deliverable, such rework or additional work due to Client-requested modifications or additions shall be performed at an additional cost. PowerSchool will provide Client with an additional cost quote in response to Client’s requests. Once approved in writing by both the Client and PowerSchool the change request will become a part of this document and the work completed as agreed.

***Project Change Control Procedure***

The following process will be followed if a change to this Scope of Work is required.

* A Project Change Request (“PCR”) will be the vehicle for communicating change. The PCR must describe the change; the rationale for the change and the effect the change will have on the project.
* The designated Program/Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
* Both Program/Project Managers will review the proposed change and recommend it for further investigation or reject it. PowerSchool will specify any charges for such investigation. A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. PowerSchool will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the agreements between the parties.
* 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 in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

***Professional Services***

***Objectives***

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| **Description** |
| * BusinessPLUS Training Services |

***Information Provided by Client***

* N/A

***Billing Terms***

This SOW is structured on a time and materials basis. Client will be billed as services are rendered.

***Additional Terms and Conditions***

1. Client’s PowerSchool standard annual support charges for the Product do not include support for custom work or software modifications.
2. PowerSchool warrants that after delivery, the deliverable supplied by PowerSchool pursuant to this Statement of Work will substantially conform to the specifications provided herein. The standard warranty will expire thirty (30) days after date of delivery. Bug fixes submitted during this time do not extend the warranty. If selected, the annual support/maintenance agreement will extend this warranty to one (1) year from date of delivery. The foregoing warranty shall not apply if the deliverable has been modified by Client or is used in a manner that does not conform to the instructions provided by PowerSchool, if any. If the deliverable does not meet the requirements of this warranty, Client shall be responsible to so notify PowerSchool in writing during the warranty period and provide PowerSchool with sufficient detail to allow PowerSchool to reproduce the problem. After receiving such notification, PowerSchool will undertake to correct the problem by programming corrections and/or reasonable “work-around” solutions. The foregoing states the complete and entire remedies that Client has under this warranty. PowerSchool shall have no responsibility for any warranty claims made outside of the warranty period. Client acknowledges that, unless otherwise expressly agreed in writing by PowerSchool, all work performed under this SOW shall be subject to resource availability and that the fees set forth on the Quotation are an estimate of the total cost. PowerSchool cannot guarantee a timeframe for delivery. If the total number of hours needed to create and deliver this specific deliverable exceeds 172 hours, PowerSchool will provide Client with an additional quote of the time required to complete the deliverable in progress. In addition, Client acknowledges that during the production of the deliverables it may be necessary for PowerSchool, due to limitations associated with the Product or related database, to create a work-around or reevaluate the specifications associated with a deliverable to either provide the deliverable or deliver comparable results. Any such deviations that arise during the project shall be managed with a Project Change Request and may result in adjustments to the deliverables and additional charges. PowerSchool may, at its option, require a purchase order for this additional amount in order to proceed.
3. All deliverables will be based upon the feature functionality of a single released version of the Product and PowerSchool will use such version for the creation of the deliverables. PowerSchool makes no representation or warranty that the deliverables provided will function or be compatible with any version of the Product other than the version used by PowerSchool in the creation of the deliverables.
4. This Statement of Work does not include training, or updates to the work developed in this Statement of Work unless specifically listed under Objectives. Additionally, this Statement of Work does not include ongoing technical support beyond the thirty (30) day warranty unless the annual Maintenance and Support option is selected in which case on-going technical support will be included pursuant to the terms and conditions of the agreement until expiration of the agreement.
5. All rights, title, and interest in any know-how, trade secret information, and all copyrightable material, copyrights, and copyright applications which PowerSchool conceives or originates, either individually or jointly with others, and which arise out of the performance of this SOW, will be the property of PowerSchool. Works of authorship created by PowerSchool in the performance of this Statement of Work are not “works made for hire” as defined under U.S. Copyright Law.
6. All work performed under this Statement of Work shall be subject to the current master agreement by and between PowerSchool and Client and no other rights, title, interest, or license to the deliverables, whether express or implied, is granted to Client.

***Client Agreement Process***

This is a quotation for development work to be performed by PowerSchool Group LLC. If executed by Client and returned to PowerSchool along with a purchase order prior to the expiration date of this quotation, this quotation will become a Statement of Work and PowerSchool will commence the work identified herein. This Statement of Work is subject to the terms and conditions of the current master agreement between Client and PowerSchool under which PowerSchool licensed the Product to Client. The term “Product” refers to the PowerSchool product that the Client has implemented, as identified above.

If Client wishes to proceed with the purchase of the above-quoted work, please have a copy of this quotation executed by an authorized representative of Client and return to either:

Email: [Sharron.Bragg@PowerSchool.com](mailto:Sharron.Bragg@PowerSchool.com)

Email: [Eric.Walsh@PowerSchool.com](mailto:Eric.Walsh@PowerSchool.com)

This quote is valid thirty (30) days from 7/30/19. If an executed copy of this quote and a purchase order are not received within said thirty (30) day period, this quote shall expire; provided, however, that if PowerSchool receives a copy of this quote executed by Client along with a purchase order after said expiration date, PowerSchool may, but shall not be obligated to, proceed with the work as contemplated herein. Client agrees that purchase orders are for administrative purposes only and shall not impact the terms or conditions reflected in this signed Statement of Work or the current master agreement between Client and PowerSchool.

***Project Price and Hours***

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| --- | --- | --- |
| **Duration** | **Service Description** | **Fee** |
| 80 Hours | BusinessPLUS Position Budgeting Training | $15,000.00 |
| 20 Hours | BusinessPLUS TimeCard Online | $3,750.00 |
| 24 Hours | BusinessPLUS HR/PY Employee Master/Pay Assignments | $4,500.00 |
| 8 Hours | Workflow Tasklist Stylesheet updates for FQA (PR\_APPRV workflow) | $1,680.00 |
| 40 Hours | Remote Project Management | $8,400.00 |
|  |  |  |
| **Total** |  | **$33,330.00** |

***Payment Terms***

All service fees are due upon receipt of invoice(s).

**Professional Services Agreement**

**MOUNT DIABLO UNIFIED SCHOOL DISTRICT**

**Total Price (USD): $33,330.00**

**Project Hours: 172**

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| *Accepted and Agreed To:*  Client: **MOUNT DIABLO UNIFIED SCHOOL DISTRICT**  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | *Accepted and Agreed To:*  **PowerSchool Group LLC**  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |