

PowerSchool Group LLC 150 Parkshore Dr., Folsom, CA 95630 Quote #: Q-893798 - 2

Quote Expiration Date: 29-MAR-2024

Sales Quote - This Is Not An Invoice

Prepared By: Courtney McPherson Customer Contact: JD Smith

Customer Name: Reach Cyber Charter School Title: Director of Career Pathways

Enrollment: 0 Address: 750 East Park Drive Suite 204
Contract Term: 12 Months City: Harrisburg

Start Date: 2-FEB-2024 State/Province: Pennsylvania

End Date: 1-FEB-2025 Zip Code: 17111

Country: United States
Phone #: (717) 704-8437

Product Description	Quantity	Unit	Extended Price
Initial Term 2-FEB-2024 - 1-FEB-2025			
Professional Services and Setup Fees			
Naviance Remote Consulting	6.00 I	Hours	USD 1,440.00
	Professional Services and Fee Totals:	d Setup USD 1,440	0.00
Training Services			
Naviance Training Remote	2.00	Hours	USD 650.00
	Training Services Total:	USD 650.0	00
Subscription Period Total			
	Subscription Period	2-FEB-2024 - 1	-FEB-2025
	Amount To Be Invoiced	USD 2,090.00	

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). Notwithstanding anything to the contrary in the Main Services Agreement, if Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, 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. 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:

POWERSCHOOL GROUP LLC

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

Reach Cyber Charter School

Signature:	Signature:
En Marle	
Printed Name: Eric Shander	Printed Name:
Title: Chief Financial Officer	Title:
Date: 22 JAN 2024	Deter
Date: 23-JAN-2024	Date:

Sales Quote - This Is Not an Invoice



Statement of Work

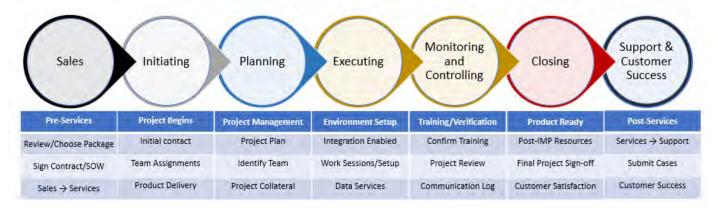
Purpose of Document

The purpose of this Statement of Work ("SOW") between the PowerSchool entity in accompanying quote ("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.



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.
- 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).

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.

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 pmoleadership@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.



PowerSchool Naviance CCLR Remote Consulting Statement of Work

PowerSchool Responsibilities to Initiate Engagement:

• Provide Intake information and this Statement of Work.

Customer Responsibilities to Initiate Engagement:

Reply to Intake survey, review and return this Statement of Work.

Timeframe

 This Statement of Work aligns with the active dates of your contract for PowerSchool Naviance CCLR Services.

Scope:

- PowerSchool Naviance CCLR Remote Consulting hours for an ongoing consultative engagement
 can be used for: data import/integration and set up questions, configuration assistance,
 deployment/rollout assistance for particular modules, consultation on best practices (e.g. what
 is the best way to do XYZ with PowerSchool Naviance CCLR), Q&A or consultation sessions with
 staff on specific processes or parts of the product, best practice webinars, and
 toolkits/resources.
- PowerSchool Naviance CCLR Remote Consulting cannot be used for functional training or support relating to product defects or issues.
- If assistance is required with import and configuration, PowerSchool will create a user account in Customer's Naviance instance.

Meetings:

• Meetings with your PowerSchool Naviance CCLR Application Specialist/Project Manager are intended to be a space to address questions, plan for future needs, and ensure your implementation is running smoothly. It is critical that the Customer project team be prompt and prepared for each meeting. Cancellation within 24 hours or no showing to the meeting will result in a depletion of Services backlog the equivalent of half the billable time of the scheduled meeting. Outside of scheduled meetings, the PowerSchool Naviance CCLR Services team adheres to a 24-hour service-level agreement (SLA) for responding to customer outreach. PowerSchool Naviance CCLR Support is available to both school and district users to respond to immediate technical needs or questions are they arise.



PowerSchool Naviance CCLR Remote Consulting Statement of Work

Change in Scope:

• PowerSchool Naviance CCLR Remote Consulting hours are designed and intended to be used flexibly by customers. If not otherwise known, our team will work with your team to determine a high-level plan upon project kick off for maximizing the Services you have purchased. Any requested deviation from the agreed-upon scope needs to be documented via email by the customer so the Application Specialist can adjust the above scope and provide an update on the hours remaining on the project to confirm sufficient hours remain to address additional needs as they may arise.