



PowerSchool Group LLC
 150 Parkshore Dr., Folsom, CA 95630
 Quote #: Q-528450 - 1
 Quote Expiration Date: 25-JUN-2021

Prepared By:	Ryan Puorro	Customer Contact:	Marisol Magana
Customer Name:	American Indian Model Schools	Title:	Operations Director
Enrollment:	1,295	Address:	171 12th St #200
Contract Term:	36 Months	City:	Oakland
Start Date:	2-JUN-2021	State/Province:	California
End Date:	1-JUN-2024	Zip Code:	94607
		Phone #:	(510) 482-6000

Product Description	Quantity	Unit	Extended Price
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Initial Term 2-JUN-2021 - 1-JUN-2022
License and Subscription Fees

Unified Insights Powered by Hoonuit Platform - Hosted	1,295.00	Students	USD 2,590.00
Hoonuit Student Essentials – Hosted	1,295.00	Students	USD 5,180.00
PowerPack: Digital Document Delivery	1,295.00	Students	USD 2,000.00

License and Subscription Totals: **USD 9,770.00**

Professional Services and Setup Fees

Hoonuit Platform - PS SIS Hosted Deployment	1.00	Each	USD 2,000.00
Hoonuit Essentials - PS SIS Hosted Deployment Small District	1.00	Each	USD 6,700.00
PowerPack: Digital Document Delivery Implementation	1.00	Each	USD 1,000.00

Professional Services and Setup Fee Totals: **USD 9,700.00**

Training Services

Hoonuit Training Remote	6.00	Hours	USD 1,800.00
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Training Services Total: **USD 1,800.00**

Quote Total

Initial Term	2-JUN-2021 - 1-JUN-2022
Initial Term Total	USD 21,270.00

Annual Ongoing Fees as of 2-JUN-2022

Unified Insights Powered by Hoonuit Platform - Hosted	1,295.00	Students	USD 2,590.00
Hoonuit Student Essentials – Hosted	1,295.00	Students	USD 5,180.00
PowerPack: Digital Document Delivery	1,295.00	Students	USD 2,000.00

Annual Ongoing Fees Total: **USD 9,770.00**

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. 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 paid before or on the due date set forth on 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/>

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

POWERSCHOOL GROUP LLC
Signature:



Printed Name: Eric Shander
Title: Chief Financial Officer

Date: 2-JUN-2021

American Indian Model Schools
Signature:

Printed Name:
Title:

Date:

Statement of Work

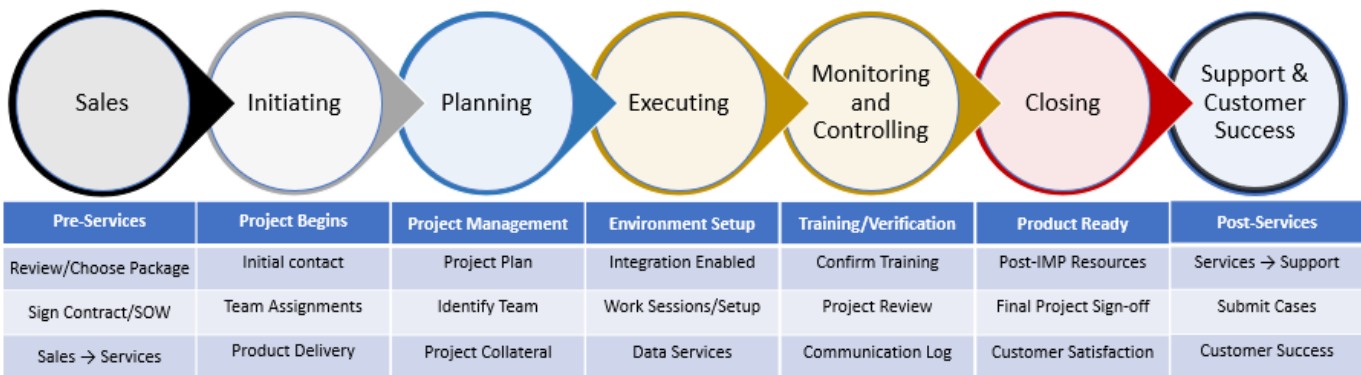
Purpose of Document

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.
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. Services identified are for PowerSchool start-up and do not include customizations, including integration layouts, document templates, reports, etc. 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).

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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.

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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

- **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.



Unified Insights Platform Deployment Statement of Work

PS SIS

Overview

This document serves as the Statement of Work (SOW) to define the scope of a PowerSchool Professional Services project. This SOW includes services for a single-district deployment of the following products, hosted in a PowerSchool cloud environment:

- Unified Insights by Hoonuit – Platform (Qty 1)

All PowerSchool services for this SOW will be performed remotely.

Prerequisites

- Customer must be using PowerSchool SIS version 20.4.3 or higher in production, hosted in a PowerSchool cloud environment or accessible via a PowerSchool-managed VPN.

Services in Scope

Initiating & Planning

- Host a project kickoff meeting with Customer to introduce project teams, review the scope of this SOW, and align project dates and resources.

Executing

- Coordinate with PowerSchool SaaS operations team for deployment of Platform in a PowerSchool cloud environment. Standard SaaS deployment will include:
 - Cloud environment provisioning
 - Platform application installation
 - PowerSchool AppSwitcher SSO implementation and configuration
 - Standard user roles inherited from PowerSchool SIS
 - PowerBI Configuration
 - SFTP folder setup for file exchange
- Integrated PD configuration: PD credentials will be entered into Hoonuit dashboard to enable access to PD content from within the Hoonuit platform.

Monitoring

- Perform final system QA

Released April 2021

Document Owner: PowerSchool Group LLC, Product Deployment Solutions

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Unified Insights Platform Deployment Statement of Work

PS SIS

Closing

- Perform Support handoff and project close

Ongoing Project Management

- Project Planning; Project Communication; Status Reporting; Resource Scheduling; Resource Management; Risk Management; Issue Management

Customer Responsibilities

- Assign a Project Manager to act as the single point of contact to PowerSchool for coordination of Customer resources and execution of this SOW. Assign additional technical and business stakeholders as required to complete the work and validate the solution.
- Validate access to Platform.
- Validate AppSwitcher SSO between Platform and PS SIS.
- Validate user roles inherited from PS SIS

SOW Fees

This is a fixed-price SOW. Any services or deliverables not documented in this SOW can be addressed via a Project Change Request or a new SOW.

Released April 2021

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Unified Insights Essentials Statement of Work

PS SIS – Small District

Overview

This document serves as the Statement of Work (SOW) to define the scope of a PowerSchool Professional Services project. This SOW includes services for a single-district deployment of the following products, hosted in a PowerSchool cloud environment:

- Unified Insights by Hoonuit – Essentials (Qty 1)

All PowerSchool services for this SOW will be performed remotely.

Prerequisites

- Customer must be using PowerSchool SIS version 20.4.3 or higher in production.
- Deployment of the Unified Insights by Hoonuit – Platform product.

Services in Scope

Initiating & Planning

- Host a project kickoff meeting with Customer to introduce project teams, review the scope of this SOW, and align project dates and resources.

Executing

- Coordinate with PowerSchool SaaS operations team for deployment of the Essentials – PS SIS Hosted environment:
 - Deployment of the following standard Hoonuit connectors:
 - PowerSchool SIS
 - Schoology (optional – will be deployed if Customer is using Schoology in production at the time of this SOW implementation project)
 - Note: This SOW includes deployment of the standard connectors only. Customizations are not included in this SOW.
 - Deployment of standard Essentials dashboard content.
 - Note: This SOW includes deployment of the standard dashboard content only. Customizations are not included in this SOW.
 - Entities and data from source systems will be limited to Hoonuit application requirements. Data domains for this implementation will include up to the following:
 - Students; Schools; Basic Staff; Enrollment; Attendance; Assessment; Discipline; Courses; Curriculum, Period, and Final Marks; Student Schedules; Basic Special Education
 - Staff Online Activity; Student Online Activity; Tech Access (Optional – If Schoology connector is implemented)
- State & National Assessment data:
 - Identify state & national assessment import requirements for Customer at time of implementation and coordinate with PowerSchool operations team for delivery of signatures required to support the assessments. Assessment data must be based on

Unified Insights Essentials Statement of Work

PS SIS – Small District

- original assessment vendor formats. Standard state assessments and up to 3 national assessments will be supported for this SOW.
- Educate Customer on use of standard Hoonuit assessment loader for loading state and national assessment data.
- Educate Customer on use of ADQ tool for data validation.
- Assist Customer with assessment file loading questions and perform data analysis and validation to assist Customer with confirmation of the data mapping and upload.
- Perform dashboard metric fitting to align the Customer's data with the standard dashboard content.
 - Note: Fitting does not include changes to dashboard layouts, metrics, or adding / removing dashboard data elements, which could all be addressed separately via a dashboard customization.

Monitoring

- Perform final system QA
- User Training and Consultation:
 - Deliver standard instructor-led Essentials User Training
 - Deliver customized SME system roll-out and Adoption Consultation
 - Total hours included in this SOW for User Training and Adoption Consultation are specified on Customer's quote

Closing

- Perform Support handoff and project close

Ongoing Project Management

- Project Planning; Project Communication; Status Reporting; Resource Scheduling; Resource Management; Risk Management; Issue Management

Customer Responsibilities

- Assign a Project Manager to act as the single point of contact to PowerSchool for coordination of Customer resources and execution of this SOW. Assign additional technical and business stakeholders as required to complete the work and validate the solution.
- Use Assessment Loader tool for loading of state and national assessment data.
- Assist with validation of source system data and dashboard metrics.
- Participate in User training and consultation.
- Assist with final system QA and provide final system acceptance for go-live.

SOW Fees

This is a fixed-price SOW. Any services or deliverables not documented in this SOW can be addressed via a Project Change Request or a new SOW.