



A PowerSchool Solution for

Central Bucks School District

RFP # 2027-002

**Demographic Enrollment Projections,
Facility Use Efficiency,
and Long-Range Planning Services**

Presented by:

Joel Hill

Joel.Hill@powerschool.com

(484) 602-7158





**More Power.
Stronger School.**

A PowerSchool Solution for

Central Bucks School District



**PowerSchool Group LLC Response
RFP # 2027-002**

**Demographic Enrollment Projections, Facility Use Efficiency,
and Long-Range Planning Services**



Joel Hill, Account Executive Director

As your Account Owner and dedicated contact, I am excited to present PowerSchool's solution and how it aligns with your goals and objectives. I can be reached at Joel.Hill@PowerSchool.com or (484) 602-7158.

PowerSchool's response is subject to the Statement of Understanding included in this response. This document contains TRADE SECRETS AND CONFIDENTIAL AND PROPRIETARY INFORMATION of PowerSchool Group LLC ("PowerSchool"). Sections marked "Company Confidential" or with a similar language are not to be copied, reproduced, lent, or disposed of, nor used for any purpose other than for the purposes specified herein without the express prior written permission.

August 10, 2026

Kevin Spencer & Wayne Gehris
Central Bucks School District
20 Weldon Drive
Doylestown, PA 18901

PowerSchool Group LLC
150 Parkshore Drive
Folsom, CA 95630
www.powerschool.com

RE: RFP # 2027-002

Demographic Enrollment Projections, Facility Use Efficiency, and Long-Range Planning Services

Dear Kevin Spencer and Wayne Gehris,

As a current partner of Central Bucks School District (CBSD), PowerSchool understands the critical role detailed enrollment projection and long-range planning plays in advancing your mission to provide all students with the academic and problem-solving skills essential for personal development, responsible citizenship, and life-long learning.

We recognize that CBSD seeks a comprehensive ten-year demographic enrollment projection study to support your long-term capital planning, enrollment management, facility-use decisions, building-use efficiency analysis, and potential attendance boundary or grade-configuration planning. As a partner with **extensive experience supporting K-12 districts across Pennsylvania**, PowerSchool understands the unique regulatory environment, demographic trends, and planning challenges facing school systems in the Commonwealth. Our work with Pennsylvania districts has consistently focused on delivering **defensible, data-driven insights** that integrate enrollment projections with building capacity, educational program needs, transportation routing implications, and updated facility information. Our approach emphasizes practical outcomes that directly support the following:

- Long-range capital and facilities planning aligned to enrollment trends and functional capacity.
- Evaluation of building utilization using the Facility Condition Index information prepared by KCBA, and CBSD capacity standards.
- Scenario development that balances enrollment, demographic change, boundary adjustments, and transportation routing.

At PowerSchool, we share your commitment to effectively preparing students for the future. We are excited about the opportunity to deepen our partnership with CBSD and help you achieve your goals. Please don't hesitate to reach out with any questions or to discuss next steps.

Sincerely,

Joel Hill

Joel Hill

Account Executive Director
Joel.Hill@powerschool.com
(484) 602-7158

Table of Contents

Table of Contents	2
Firm Information	3
Executive Summary	3
Company Overview.....	4
Project Organizational Chart.....	5
Scope and Methodology	7
Scope	7
Methodology	35
General Schedule	40
Relevant Project Experience	42
Predictive Enrollment Analytics Case Studies	42
References	47
Fee Proposal.....	49
Required Forms	51
Certification of Signature.....	52
Non-Collusion Affidavit.....	54
Appendix A.....	58
Exceptions Disclosure	59
Statement of Understanding	60
Sample Contract/Main Services Agreement	65
Certificate of Liability Insurance	101

Firm Information

Executive Summary

Central Bucks School District (CBSD) can make confident, data-driven decisions to strengthen your community and streamline operations using accurate, actionable insights.

We understand that CBSD is focused on accurate long-term projection to support planning services. As CBSD embarks on this vital project, PowerSchool's **Predictive Enrollment Analytics** offers a proven, strategic solution to support your planning needs.

The Value of Partnering with PowerSchool

- **Tailored Long-Term Forecasting.** PowerSchool will provide two 10-year enrollment forecasts (moderate/high-end and conservative/low-end) to support flexible planning options. Additionally, CBSD will have year-round access to historical and projected data, ensuring continuous insight rather than just a one-time snapshot.
- **Accurate, Actionable Insights.** Our reports incorporate cohort survival analysis, housing yield data, live birth trends, and migration patterns to align with municipal planning data reflecting real-time community development and zoning changes.
- **Interactive Scenario Planning.** Geospatial tools included with our solution enable district leaders to visualize enrollment across flex zones, reconfigured grade levels, and school boundaries, supporting “what-if” modeling to evaluate the impact of decisions before they are made.
- **Comprehensive Data Integration.** Within our solution, we combine enrollment projections with school capacity, facility conditions, and student yield studies to provide districtwide and building-level projections by grade—critical for staffing, budgeting, and transportation planning.
- **Stakeholder Engagement & Transparency.** Optional public-facing summary materials and GIS dashboards help communicate clearly with families and the community. PowerSchool also supports presentations to the Board of Education with editable data tables and slide decks.

In today's financially constrained environment, districts must adopt innovative, data-driven solutions to ensure sustainability and success. PowerSchool's Predictive Enrollment Analytics is more than a forecasting tool, it is a strategic partner in CBSD's journey toward smarter, more sustainable planning. It is a superior alternative to hiring a firm for a one-time study, offering enduring value for district leadership and the communities they serve. With flexible, accurate, and transparent data solutions, PowerSchool empowers your district to make confident decisions that support long-term success for every student. For more information, watch the following demonstration video:

<https://tinyurl.com/yj3swvcb>

Address of main office and branch offices. If more than one office, identify which office will service this project.

PowerSchool has five office locations. Our addresses are as follows:

- 150 Parkshore Drive, Folsom, CA 95066, USA.
- 5801 Headquarters Dr., Suite 1000 Plano, TX 75024, USA.
- Avenida de las Américas 125 Country Club, 44610 Guadalajara, Jalisco, Mexico.
- 9th and 10th Floor, IRIS Building, Campus 3A, Embassy Tech Village Deverabeesanahalli, Bengaluru, Karnataka 560103, India.
- Indique Palmyra, Plot No 16, Second Floor, Left Wing, Office No - 1, Sidco Industrial Estate, Ekkatuthangal, Guindy, Chennai-600032, India.

PowerSchool's corporate headquarters is located in Folsom, CA, however, a number of our employees work remotely across the US, including in Pennsylvania.

Project point of contact information, including name, title, email, and phone number.

Zach Worthen, Predictive Enrollment Analytics Solutions Director, PowerSchool
zach.worthen@powerschool.com, (877) 873-1550

Description of firm ownership, years in business, and relevant K-12 demographic and facility planning experience.

Company Overview

25+ Years of Innovation. Since 1997, PowerSchool has been a trusted partner to schools and districts, delivering technology solutions that make a real impact. With nearly three decades of experience, we have become the leading provider of K-12 education technology, serving over 60 million students across 18,000+ organizations in 90+ countries.

Our mission is simple: to help every student learn in a way that's right for them. We do this by equipping educators, administrators, and families with unified tools that connect the entire education community—streamlining operations, enhancing instruction, and driving student success. Key factors that set PowerSchool apart include:

- **A Unified Technology Ecosystem.** We break down silos by integrating systems across HR, finance, SIS, enrollment, assessment, and classroom tools—giving you a complete view of your organization.
- **Solutions Built for K-12.** Our products are designed around the real-world needs of educators and students, shaped by direct feedback from our customers.
- **A Focus on Personalized Learning.** We support tailored instruction through data-driven insights, digital classroom tools, and real-time family engagement.
- **A Wealth of Expertise.** Our team of 2,800 professionals—including 600+ developers and many former educators—combines technical excellence with a deep understanding of K-12 education.

Our local representatives and support teams are here to help you achieve your goals with expert guidance, responsive service, and a shared commitment to student success. We are dedicated to delivering solutions that meet your technical needs and produce measurable results.

PowerSchool’s Predictive Enrollment Analytics and consulting services are used by districts throughout Pennsylvania to inform staffing models, capital investments, and attendance zone decisions. Our Pennsylvania experience enables us to incorporate local housing development patterns, migration trends, and enrollment behaviors common to the region—resulting in projections and scenarios that are realistic, transparent, and credible to both internal stakeholders and the public.

We understand that enrollment and boundary studies require more than technical accuracy. They require clarity, transparency, and the ability to clearly communicate trade-offs and impacts. PowerSchool’s approach supports CBSD’s commitment to inclusive planning by providing clear visuals, scenario comparisons, and data-backed rationale that can be confidently shared with the District Design Committee, School Board, and community stakeholders.

Project Organizational Chart

Identify the individual assigned to manage the project, their qualifications, and experience with similar K-12 demographic studies.

Zach Worthen has provided boundary consulting services to PowerSchool clients for the last year and has worked in Boundary Reconfiguration and district-wide budgeting and demographic solutions since 2013. Working with District leadership and School Boards, Zach has provided expert analysis to help dozens of districts approach and solve some of the most difficult questions in planning and delineating their boundary maps and processes. His recent projects include leading Norwalk–La Mirada Unified School District consolidation of two of its schools to help alleviate financial pressures and provide a better learning environment; leading Redwood City School District’s open enrollment Boundary reconfiguration and drawing new boundaries for Community Unit District 300 in Algonquin, IL as they build a new bond-funded elementary school. Zach holds an MPA from New York University’s Robert F. Wagner Graduate School of Public Service.

Identify the staff responsible for enrollment projections, GIS analysis, facility utilization analysis, transportation analysis, and stakeholder/Board presentations.

PowerSchool's Predictive enrollment analytics implementation and projections team is led by Cody Steyaert, who has worked in technical account management and Projection analytics for over 9 years at PowerSchool. Cody holds a bachelor's in business administration from Brock University, Ontario.

Identify any subconsultants to be utilized, their area of expertise, and their role in the project.

N/A

Provide an organization chart of the project team.

Experienced, Dedicated Project Teams

Every PowerSchool project is managed by a dedicated team led by a Project Manager with experience in program and project management. The project team manages according to carefully designed, repeatable, time-tested, and continuously improved processes that reflect PowerSchool's organizational commitment to superior project management.

Along with a Project Manager to lead the project to successful completion, the PowerSchool team will include strategic consultants, a technical liaison, and training consultants. In partnership and with a successful outcome in mind, the District should also include the same types of resources. Subject matter experts who excel in their field areas should be assigned and committed to the project long-term. This commitment from the District team fosters knowledge transfer and ownership of the new system and minimizes any transition time once the project is closed out.

Scope and Methodology

Confirm the proposed scope of work, including all items from Section IV and any recommended additions or refinements.

Scope

Over the following pages, every effort has been made to provide thorough and detailed responses to your scope of work. We welcome the opportunity to demonstrate live why PowerSchool is the leading provider of K-12 education technology and related services in North America.

A. Project Initiation, Data Collection, and Assumptions

Conduct a kickoff meeting with District administration to confirm goals, schedule, available datasets, roles, data security expectations, reporting format, and decision criteria.

PowerSchool has developed the most sophisticated and efficient enrollment projection engine available for school districts. We have an experienced team consisting of projection analysts, programmers, and consultants in place. These capabilities, combined with our team production approach, mean that we complete projects for districts in an expeditious and timely manner without sacrificing accuracy. Benefits of our implementation process include the following:

- **Consultative.** More than 30 years of software and education experience to align the solution to your unique needs.
- **Tailored.** Assist in building your projection report based on your unique district information.
- **Continuous Learning-Based.** As your operations change, we will be there to help as your solutions evolve with you.

PowerSchool will be your reliable enrollment experts throughout this project and beyond, which means we will help you every step of the way and explain data results in a way that you can then pass on to your stakeholders. Additionally, with our platform, you will have access to up-to-date data whenever you need it. The implementation process includes the following main phases:

1. Kickoff Meeting
 - a. Review your Registration URL
 - b. Implementation Overview
 - c. Projection Process
2. Gaining Access
 - a. Registering as User Manager

- b. PowerSchool Community Access
3. Data Gathering
 - a. New Housing Research, conducted by PowerSchool team
 - b. School File, provided by CBSD
 - c. Boundary File provided by CBSD
 - d. Student Data Files, provided by CBSD
4. Review and Training
 - a. Meet Virtually to Review Accuracy
 - b. Schedule Training for CBSD's Team
 - c. Transition to Support

Develop a data request list and review available District data, including historical enrollment, student address data, PIMS extracts, attendance boundaries, feeder patterns, nonpublic/cyber/charter enrollment information, special education program locations, transportation data, grade configuration, program assignments, class size assumptions, and facility data.

Annual Enrollment Projections

Predictive Enrollment Analytics produces updated enrollment projections for the district on an annual basis.

These projections will:

- Reflect the most current student enrollment data provided by the district.
- Incorporate updated grade progression ratios and demographic trends.
- Project enrollment for each school and grade level for a ten-year forecast horizon.
- Be available at district-wide and individual school levels.

Residential Development Research

Predictive Enrollment Analytics will update residential development assumptions as they impact future enrollment growth. This analysis may include:

- Review of known or reported residential developments affecting the district.
- Application of standard yield assumptions (student generation rates) to approved or in-progress developments.
- Integration of development impacts into enrollment projections.
- Updated residential development data reflected within enrollment projections.

Attendance Boundaries

Predictive Enrollment Analytics can refresh geographic information and boundary-based analytics using the district's current data, which may include

- Updated attendance boundary files, if changes have occurred.
- Continued alignment of student data to current boundary configurations.
- Validation of geospatial relationships used in projection modeling (geocoding).

Capacity and Utilization Analytics

Using updated enrollment projections, Predictive Enrollment Analytics can support annual capacity and utilization analysis, including:

- Comparison of projected enrollment to district-provided building capacity figures.
- Identification of under-utilized and over-utilized facilities over time.
- Scenario views showing projected utilization trends.

Document assumptions, projection methods, data limitations, and known variables that could materially affect enrollment or facility planning decisions.

PowerSchool's Predictive Enrollment Analytics has a suite of push-button reports that can be generated ad hoc by district users to report out on both the findings, and the methodology and limitations of said data.

Factors Influencing Future Enrollment

Primary factors that influence calculations:

- Kindergarten
- Aging of grade cohorts through system
- Impact of new residential development
- Inter-district transfers

Other unique factors that can influence projections:

- Private / charter school enrollment
- Housing market

- Anomalous events
- Pandemic
- Full day Kindergarten Expansion

Identify planning geographies that will be used consistently throughout the study, such as attendance areas, municipal boundaries, census geographies, development areas, neighborhoods, and school catchments.

Predictive Enrollment Analytics is a 21st century geographic information system (GIS) that is purpose-built around Public K-12 geographic realities. All implementations include a comprehensive digitization of school boundaries that are viewable by district users, viewable by the public in a discrete non-passworded public facing MySchoolLocator and are always available to be exported in standard open-source shapefiles.

Predictive Enrollment Analytics' standard layers also include other geographic data such as counties, census blocks and tracts, municipalities, and housing development. The tool can easily accommodate any other geographic boundary such as trustee voting areas, dual-enrollment zones, or unique one-offs like evacuation zones or special tax districts.

B. Ten-Year Enrollment Projections

Prepare ten-year enrollment projections for the District as a whole, each elementary school, each middle school, each high school, grade bands, individual grade levels, attendance areas, and other planning geographies as appropriate.

We will provide two 10-year, by-school, by-grade, enrollment forecasts, which are a moderate forecast suitable for facility planning and a conservative forecast suitable for fiscal and staffing planning.

Based on student data supplied by CBSD, every student is geo-coded, and our projections begin at the student level. CBSD's geography is divided into small areas called study-blocks. Two unique projections are created for each elementary attendance area, and the data is aggregated up to arrive at the middle school, high school, and District-wide projections. The two projections consist of a moderate projection—used for facilities planning—and a conservative projection for fiscal and staffing planning.

A unique and powerful element of our projections is that the realities of open enrollment, out-of-District enrollment, and other non-home school attendance are included in each projection, and this data is available for district stakeholders to analyze.

Enrollment projections are based on two critical factors: the student and school data supplied by the school District and the mathematical formulas that are applied to these data. Projections fundamentally look at recent history as reflected in the student data and assume that past patterns and trends will continue into the future. A range of unpredicted anomalies can cause reality to vary from the historical patterns. These include, but are not limited to, unusual changes in the economy, mortgage interest rates, the housing market, the job market, residential development plans, rental rates, etc.

PowerSchool takes great care in preparing enrollment projections. Known changes made by CBSD that interrupt the historical patterns, such as changes in attendance boundaries or closing a school, can be accommodated in the projections. However, anomalous changes that occur between the last set of student data and the first projections are not reflected in the projections.

Four major factors drive District-wide student enrollment projections. These include:

- Recent kindergarten enrollment trends—modified by live birth data.
- Changes in the grade level cohorts of students served as they move across the years.
- Changes in out-of-District enrollment.
- Changes in the number of dwelling units within the District.

Districtwide projections are disaggregated to school projections based on the historical patterns of school draw rates and school-to-school transfers.

Use multiple projection approaches where appropriate, such as cohort survival, recent progression patterns, birth-to-kindergarten relationships, housing-based/student-yield modeling, migration factors, and best-fit comparison to external projections.

PowerSchool’s proposed solution supports the following use cases—giving stakeholders access to information that drives effective decision making:

- **Enrollment forecasts:** Understand your district and create realistic what-if scenarios that are dynamic, interactive, and accessible for further analysis.
- **New housing studies:** Our team will discover how many units and what type of housing is being built, when the homes will be occupied, and how many students you might expect.
- **Boundary consulting:** Every boundary engagement is unique and crafted to meet the needs of the district.
- **School capacity studies:** Analyze capacity values against enrollment forecasts to gain insights into how future growth may affect your district.

- **Student yield studies:** Our consulting process quantifies the number of students gained from new housing. We then produce district-specific student generation ratios that can be applied for other developments in the future.
- **School locator:** Our solution provides an easy and fast way for parents, realtors, and community members to find the schools that serve specific areas via your district website.
- **Kinder-to-Birthrate Ratios:** Our tool will allow you to understand the interplay between live birthrate and kindergarten enrollment of that same cohort five years later.

Compare consultant projections to Pennsylvania Department of Education projections and any third-party demographic studies or District-provided projections.

PowerSchool's enrollment projections are available in both tabular and formatted reports, broken down by all the different ways a districts planning, budget and pedagogical teams need to view them, including school-by-school reports, aggregated district wide reports, and by a variety of demographic, socio-economic, or geographic filters. These reports can easily be compared and contrasted with any other projection studies for scansion and accuracy.

Analyze major sources of possible enrollment change, including birth trends, student migration, housing turnover, new residential construction, multifamily development, age-restricted development, charter/cyber/private/parochial enrollment, program changes, grade configuration changes, and shifts in student attendance patterns.

Enrollment Projections' Components

These are the elements PowerSchool relies on when determining CBSD enrollment projections.

- **Studyblocks:** For demographic analysis and enrollment projections, the District is divided into study-blocks. Sometimes equivalent to an elementary attendance area or a census block group, a study-block serves as the basis for the analysis of students served by the District and by schools. Studyblocks typically encompass 500–1000 students.
- **Kindergarten Enrollment:** The projected kindergarten enrollment is a key variable in projecting K–12 enrollment. The base kindergarten projection is determined by the trend of kindergartners served in each study-block in the previous three or four years. Depending on the circumstances, a growth trend in kindergarten enrollment may be capped. Steep straight-line trends are mathematically moderated to avoid unrealistic results.
- **Live Births:** The base kindergarten projection may be adjusted to reflect possible influences of live births. Where a trend of live births across recent years in a given zip code can be documented, the base kindergarten projection for study-blocks in that zip code is adjusted accordingly.

- **School Capacities:** School capacities provided by the District are compared to projected enrollments. A Special Day Class (SDC) student is calculated by default as requiring one seat. These defaults can be changed, if needed; for example, if SDC classes are formed at 10 and occupy a typical classroom space, the default could be set to three seats per SDC student.
- **Students in the Projections:** Enrollment projections are limited to typical K–12 students. SDC students are projected as a stable percentage of the typical population. Excluded from the projections are pre-kindergarten, adult high school, home school, adult education, and independent study programs.
- **Attendance Boundaries:** Attendance boundaries are assumed to remain constant unless otherwise noted by the District.
- **Closed Schools:** Opportunities for open enrollment (intra-District) are assumed to remain unchanged, unless otherwise noted by the District.
- **Inter-District Enrollment:** Students enrolled from other school districts are treated in aggregate as a single or limited number of study-blocks. Kindergarten students, the low middle school grade, and the low high school grade from this study-block(s) are projected to the extent they exist in the most recent year. Existing out-of-District students are aged through the grades. Draw rates are assumed to be constant.
- **Cohort Change of Students Served by the District:** Cohort percentage changes are calculated in order to assure sensitivity to perennial changes in students served by the District as they age from one grade level to the next. If every cohort were stable as it ages, the cohort percent change from one grade to the next in each study-block would be calculated as 100%. For each study-block, a cohort weighted average percent change over a defined number of years is calculated based on the change in the enrollment served as it ages from the previous grade level. Average cohort percentages above 100% might, for example, reflect students returning from private schools. Cohort percentages below 100% might reflect drop-outs. Steep straight-line trends are mathematically moderated to avoid unrealistic results.
 - Growth study-blocks are those showing unusually high increases in elementary grade enrollment and/or cohort percent change in recent years—due, typically, to new housing development. Once growth study-blocks are identified, their default cohort percent change rate is set to “1” so as not to over-project new residential growth. By default, growth is not predicted to continue unless new occupied dwelling units are projected. Exceptions to the default are made at grade 1, the low middle school grade, the low high school grade, and grade 12. Cohort changes can be adjusted as necessary. Manipulation of cohort percentages is used, for example, to reflect changes in inter-District transfers due to policy changes in sending or receiving districts.

Residential Development Impact: The predicted impact of residential development on District enrollment is based on three factors, as described below.

- **Dwelling Units:** New dwelling units are categorized into three housing types: Single Family Detached, Single Family Attached, and Multifamily. Developers and builders are contacted for

information relative to their annual plans for occupancy of new dwelling units. The conservative projection adjusts the developer stated phasing by stretching the units in a given project across more years.

- **Student Generation:** Student generation rates are determined for each product type for each level: elementary, middle school, and high school. These generation rates can also be varied by year or by project. Student generation rates are based on similar products types where such exist; otherwise, a default generation rate is used.
- **Grade Level Distribution:** For each level, students generated by new dwelling units are distributed across grade levels. These percentages are based on historical patterns where they exist; otherwise, default percentages are used.

By-School, By-Grade Projections’ Components

These are the elements involved in distributing across the schools the students projected in the District enrollment.

- **School Draw Rates:** Projecting enrollment at the school level is based on the concept of a school draw rate, i.e., the percent of students from a given study-block who enroll in a given school at its lowest grade. Draw rates reflect the impact of open enrollment within a District. For example, if one-half the sixth-graders from a given study-block enroll in a particular 6–8 middle school, that school has a draw rate of 50% from that study-block. The draw rate for the most recent year is applied by default to the projected District enrollment for that grade from a given study-block. The draw rate ages with the cohort. In this way, if the underlying cohort changes, the number of students enrolled at the school will change accordingly.
 - Draw rates can be adjusted as necessary. Manipulation of draw rates is used, for example, to project the impact of changes in attendance boundaries, the impact of closing a school to open enrollment, or opening a new school.
- **Intra-District Transfers:** Grade-level transfers within or across schools are included in the projections to accommodate fluctuations like retention, transfer to continuation school, or any other special programs a District may offer that result in students changing schools at other than the typical grade configuration shifts. Transfers are calculated by applying the percent of a grade level population at one school that is transferred in the following year to another school or continued at the same grade level at a given school in the following year.

Provide low, moderate, and high projection ranges, where appropriate, to support capital planning risk analysis over the ten-year horizon.

Two projection studies are completed each year:

- Conservative suitable for budgeting.

- Moderate suitable for facilities planning.

Methodology Differences:

- For Kindergarten and for each grade level cohort change, the algorithm determines for each Studyblock, two mathematically supportable trends based on the 4-year history.
- The lesser of the two trends is applied to the conservative study; the greater to the moderate.

Similar viable differentiations, applied similarly, are made for:

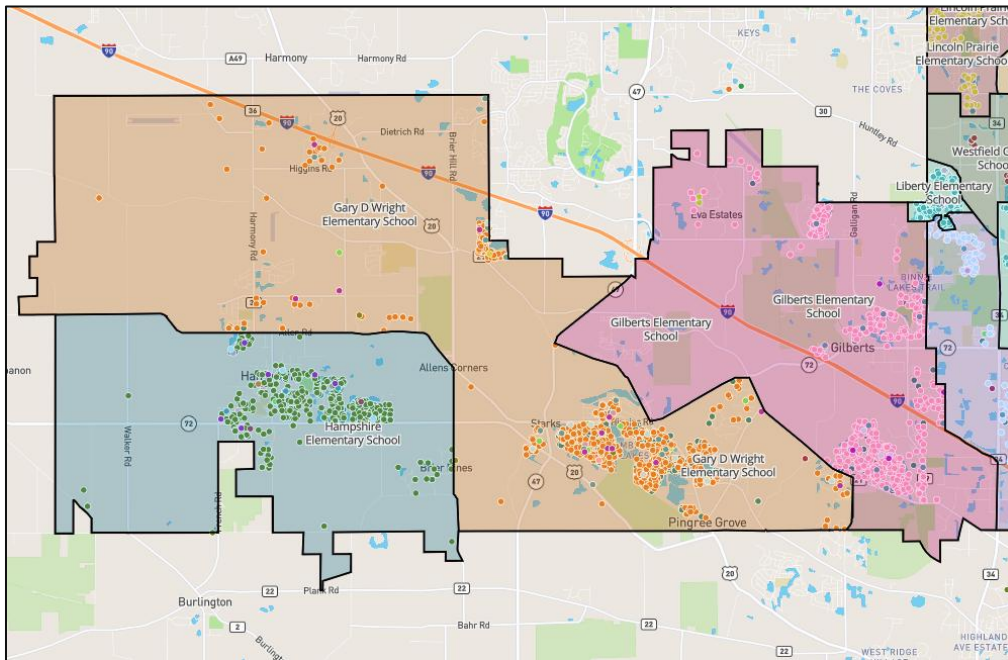
- Incoming out of district transfers.
- Students generated by proposed residential development, if any.

C. GIS Mapping and Spatial Analysis

Geocode current student addresses using District-provided records and prepare maps showing current student distribution by school, grade band, grade level, and selected student characteristics where permitted by data privacy requirements.

Predictive Enrollment Analytics plots every student on an interactive map by geocoding residential addresses from the district's student information system. These student-level geocodes allow districts to visualize enrollment patterns, analyze attendance boundaries, understand open enrollment behavior, evaluate demographic trends, and build more accurate enrollment projections using precise location intelligence. At the District's discretion, any student characteristic that ties 1:1 to a student ID can be legended and visualized, including such factors as:

- Native Language Spoken at home
- Nationality
- IEP Status
- 504 Status
- Free and Reduced Lunch
- Title I eligibility
- Chronic Absenteeism flags



Predictive Enrollment Analytics. Sample screen of mapping tool.

Map existing elementary, middle, and high school attendance boundaries, feeder patterns, municipal boundaries, neighborhood clusters, residential developments, walking areas, and relevant transportation features.

Existing school boundaries for Elementary, Middle and High schools are all brought into the Predictive Enrollment tool for Central Bucks County and are available to be updated at any point. Additional mapping elements include Census Tracts, Counties, Cities, Municipalities, New Residential Development, and both travel and straight-line distance polygons. Our solution can also host any other maps that the district finds instructive or useful, such as Board Member Trustee areas or natural disaster evacuation zones.

Create maps and data tables that support evaluation of enrollment trends, school capacity, student movement, transportation impacts, and potential boundary or facility-use alternatives.

Predictive Enrollment Analytics is capable of creating an unlimited number of scenarios for district planning in evaluating future enrollment trends and school capacity. Utilizing current boundaries to run long-term facility and capacity plans is part of the annual projection process, and the easy-to-use modern mapping interface allows for maps and live data on and enrollment subject of evaluation that the district needs.

Prepare GIS files, map exhibits, and tabular outputs in formats that can be used by the District in future planning work.

All maps housed in Predictive Enrollment Analytics can be shared and exported at the district's discretion as GIS Shapefiles or high resolution visual maps, or they can be visualized for the public using our solution's MySchoolLocator functionality, which provides a 21st century interface through which the community can identify mapping elements and schools of assignment without a password.

All tabular data for enrollment projections, housing projections, demographic data, or their historical counterparts can be exported from the Predictive Enrollment Analytics system in any number of forms, including as Excel spreadsheets for analysis and manipulation by the district, or as formatted and executive level reports for public and trustee communication.

D. Housing, Development, and Demographic Analysis

Compile and map residential developments by municipality and attendance area, including proposed units, approved units, completed units, remaining units, dwelling type, price/rent range when available, development status, and anticipated timing.

The PowerSchool residential research team works with CBSD's local planning department(s) to compile a list of all active residential development projects within the area. When putting together this list of projects, we include only active, non-senior residential projects larger than ten units. We believe this to be the most efficient way to build a picture of the District's future residential changes since smaller projects would generally have a negligible impact on the district. These active projects would include developments either currently under construction, those with active entitlements, or any proposed future projects.

We then follow up with developers to gather as much information as possible on the project's unit type(s), planned build-out unit counts, construction schedules, etc. From these data, we create two scenarios. The Moderate Dwelling Unit (DU) Scenario is directly based on information provided by the planning departments and developers regarding anticipated construction schedules and unit occupancies. The Conservative DU Scenario is derived from the Moderate's by assuming occupancies will occur over a longer period. Because of this, the unit totals in the Conservative DU Scenario may be less than those of the Moderate DU Scenario if they are pushed out beyond the next ten years. Similarly, because of these adjustments, in any given year, it may also be possible for the annual number totals of the Conservative DU Scenario to exceed those of the Moderate DU Scenario.

Residential Development Impact. The predicted impact of residential development on District enrollment is based on three factors, as described below.

1. Dwelling Units—New dwelling units are categorized into three housing types: Single Family Detached, Single Family Attached, and Multifamily. Developers and builders are contacted for information relative to their annual plans for occupancy of new dwelling units. The conservative projection adjusts the developer's stated phasing by stretching the units in a given project across more years.

2. Student Generation—Student generation rates are determined for each product type for each level: elementary, middle school, and high school. These generation rates can also vary by year or by project. Student generation rates are based on similar product types where such exist; otherwise, a default generation rate is used.

3. Grade Level Distribution—For each level, students generated by new dwelling units are distributed across grade levels. These percentages are based on historical patterns where they exist; otherwise, default percentages are used.

Develop student yield assumptions by housing type and compare those assumptions to actual District experience where data are available.

PowerSchool's tool refers to the mathematical modeling as Student Generation Rates. *Student* generation rates are determined for each product type for each level: elementary, middle school, and high school. These generation rates can also be varied by year or by project. Student generation rates are based on similar product types where such exist; otherwise, a default generation rate is used. These Generation rates can be compared to and modified to actual district experience on a project-by-project basis or for all development within the community, if the district opts to do so.

Analyze population, age distribution, household composition, housing characteristics, income indicators, student migration, and other demographic indicators relevant to enrollment planning.

Demographic Impact. PowerSchool's Predictive Enrollment Analytics solution is capable of mapping and providing insights and analysis on demographic changes for both the student body and the community at large. Utilizing current student data, especially when integrated with the PowerSchool Student Information System, Predictive Enrollment Analytics provides deep and critical insights into data like racial, socio-economic, and other program membership to support balance and equity. Additionally, through integrations and information from diverse sources, including the US Census Bureau, Predictive Enrollment Analytics is able to provide both push-button and ad-hoc information about the education, finances, racial and ethnic balance, and other criteria for the community that CBSD represents. This is critical for all types of District processes, such as opening and consolidating schools, bond initiatives, and more.

Identify areas where development, redevelopment, housing turnover, or demographic transition may influence future enrollment distribution.

These are the elements PowerSchool relies on when determining CBSD enrollment projections.

- **Studyblocks:** For demographic analysis and enrollment projections, the District is divided into study-blocks. Sometimes equivalent to an elementary attendance area or a census block group, a study-block serves as the basis for the analysis of students served by the District and by schools. Studyblocks typically encompass 500–1000 students.
- **Kindergarten Enrollment:** The projected kindergarten enrollment is a key variable in projecting K–12 enrollment. The base kindergarten projection is determined by the trend of kindergartners served in each study-block in the previous three or four years. Depending on the circumstances, a growth trend in kindergarten enrollment may be capped. Steep straight-line trends are mathematically moderated to avoid unrealistic results.
- **Live Births:** The base kindergarten projection may be adjusted to reflect possible influences of live births. Where a trend of live births across recent years in a given zip code can be documented, the base kindergarten projection for study-blocks in that zip code is adjusted accordingly.
- **School Capacities:** School capacities provided by the District are compared to projected enrollments. A Special Day Class (SDC) student is calculated by default as requiring one seat. These defaults can be changed, if needed; for example, if SDC classes are formed at 10 and occupy a typical classroom space, the default could be set to three seats per SDC student.
- **Students in the Projections:** Enrollment projections are limited to typical K–12 students. SDC students are projected as a stable percentage of the typical population. Excluded from the projections are pre-kindergarten, adult high school, home school, adult education, and independent study programs.
- **Attendance Boundaries:** Attendance boundaries are assumed to remain constant unless otherwise noted by the District.
- **Closed Schools:** Opportunities for open enrollment (intra-District) are assumed to remain unchanged, unless otherwise noted by the District.
- **Inter-District Enrollment:** Students enrolled from other school districts are treated in aggregate as a single or limited number of study-blocks. Kindergarten students, the low middle school grade, and the low high school grade from this study-block(s) are projected to the extent they exist in the most recent year. Existing out-of-District students are aged through the grades. Draw rates are assumed to be constant.
- **Cohort Change of Students Served by the District:** Cohort percentage changes are calculated in order to assure sensitivity to perennial changes in students served by the District as they age from one grade level to the next. If every cohort were stable as it ages, the cohort percent change from one grade to the next in each study-block would be calculated as 100%. For each study-block, a

cohort weighted average percent change over a defined number of years is calculated based on the change in the enrollment served as it ages from the previous grade level. Average cohort percentages above 100% might, for example, reflect students returning from private schools. Cohort percentages below 100% might reflect drop-outs. Steep straight-line trends are mathematically moderated to avoid unrealistic results.

- Growth study-blocks are those showing unusually high increases in elementary grade enrollment and/or cohort percent change in recent years—due, typically, to new housing development. Once growth study-blocks are identified, their default cohort percent change rate is set to “1” so as not to over-project new residential growth. By default, growth is not predicted to continue unless new occupied dwelling units are projected. Exceptions to the default are made at grade 1, the low middle school grade, the low high school grade, and grade 12. Cohort changes can be adjusted as necessary. Manipulation of cohort percentages is used, for example, to reflect changes in inter-District transfers due to policy changes in sending or receiving districts.

E. Building Capacity, Utilization, and Building Use Efficiency

All building analysis and capacity review will be led by KCBA architects. Demographic consultant will be responsible for coordinating with KCBA and CBSD regarding planning scenarios based on capacity and building efficiency study results.

PowerSchool's solution is capable of integrating all building capacity analysis into our tool and reports and can coordinate Capacity utilizations using KCBA's data. PowerSchool and KCBA have worked side by side on exactly this type of analysis previously, including at East Penn School District.

F. Architectural Analysis and Facility Condition Integration

Review and incorporate the KCBA architectural analysis and updated 2026 Facility Condition Index report or other District-provided facility condition data.

PowerSchool's enrollment projections are designed to be reconciled with architect or district provided facility condition data, especially in regard to building capacity and utilization metrics.

Align demographic projections and utilization findings with facility condition, renovation feasibility, educational adequacy, building systems, site limitations, accessibility, security, circulation, and capital renewal needs.

Predictive Enrollment Analytics brings facility and capacity study data directly into the tabular or formatted reports, and it will highlight and drive the school-based conversations around student count that KCBA leads from a physical plant-space perspective.

Identify where enrollment projections and facility condition data together suggest a need for renovation, replacement, consolidation analysis, grade configuration evaluation, boundary adjustment, program relocation, or capital project sequencing.

PowerSchool's Predictive Enrollment Analytics tool is specifically designed to highlight and flag buildings facing capacity challenges or rapid rates of change. PowerSchool Consultants have experience in over 100 boundary and grade-alignment changes, including over a dozen in Pennsylvania, and can assist the district in identifying pain points and need for those projects and changes.

Prepare a narrative summary for each school linking enrollment outlook, capacity/utilization status, building-use efficiency, known facility constraints, and recommended capital planning considerations.

Narrative summaries for each school building can be prepared based on a synthesis of our solution's projection data and the chosen architect's facility reports as part of PowerSchool's consultative approach. To assist CBSD in long-term facility planning, PowerSchool consultants will provide comprehensive data analysis, recommendations, and public engagement services. Your PowerSchool consultant will help CBSD make informed, long-term facility planning decisions by providing data-driven insights into future enrollment trends, school capacity, and attendance boundaries. By analyzing factors such as historical enrollment, housing development, demographic shifts, and student migration, the district and PowerSchool consultant work in tandem to identify schools that may face under- or over-enrollment and explore options like closures, consolidations, or boundary adjustments.

The PowerSchool consultant also models "what-if" scenarios to help districts evaluate the impacts of those potential decisions. With clear visualizations and reports, they support transparent communication with school boards and communities, ensuring planning decisions are equitable, strategic, and responsive to changing conditions.

G. Transportation Feeder Pattern Analysis

Evaluate transportation routing efficiency associated with current school boundaries and any proposed planning alternatives, including route length, travel time, student movement, bus fleet implications, start/end time constraints, and feeder pattern continuity.

PowerSchool's mapping within the solution allows the district or consultant to monitor and evaluate route length, travel time, and feeder patterns continuity of both existing school boundaries as well as live analysis of any newly proposed scenarios or plans. This process relies on both travel time polygons, as well as as-the-crow-flies analysis. Our solution can map student transportation eligibility down to the individual building and can help districts understand challenges like traffic flow or other travel obstacles. Also included is the ability to layer multiple grade bands of boundaries on top of each other to help illustrate how feeder patterns drive attendance in upper grades.

Prepare student movement matrices for any recommended or illustrative boundary, facility-use, or grade-configuration alternatives.

Comprehensive student matrices are available to diagram student movement and enrolment challenges for any and all historic data, and can be prepared for future-state enrollment, boundary or grade-band changes by PowerSchool Consultants at the discretion of the district.

Evaluate whether alternatives materially improve or negatively affect transportation efficiency, student travel time, operational complexity, and feeder patterns.

While PowerSchool will provide the analytical tools, projections, reports, and consultative guidance necessary to support informed decision-making, the interpretation, evaluation, and ultimate determination of whether an alternative materially improves or negatively affects District operations remains the responsibility of the District. PowerSchool does not make policy decisions or recommend the selection of one alternative over another. Rather, we equip District leadership with objective, data-driven insights so they can evaluate alternatives in accordance with their operational priorities, community considerations, and governance processes.

H. Planning Alternatives and Scenario Development

KCBA and District will evaluate potential scenarios around renovation, consolidation, and potential school sending area modifications. Demographers will integrate scenarios generated by KCBA and CBSD into updated demographic mapping and school enrollment numbers based on options.

PowerSchool consultants are available to provide complex data analysis, recommendations, and public engagement services that will support districtwide enrollment balancing and optimal building utilization. PowerSchool consultants will utilize their extensive experience as boundary consultants, as well as their proprietary GeoSpatial Mapping and enrollment projections, to work with CBSD staff. PowerSchool currently works with districts throughout the country to help them understand the challenges and craft solutions to overcome the biggest challenges that districts face: the redrawing of boundaries, decisions around school openings and closures, program locations, and all of the attendant enrollment forecasting and demography.

PowerSchool Consultants act as a bridge between data insights and district-level decision-making, helping school leaders make informed, equitable, and forward-looking boundary changes. Using both the technical processes within the Predictive Enrollment Analytics tool to engage in scenario planning as well as acting as a political consultant and advisor, PowerSchool and the district engage in iterative cycles of planning and collaboration involving public facing work with school boards and community, speaking on behalf of both PowerSchool and as a spokesperson for district-approved policies and proposals.

For each scenario, provide enrollment impacts, transportation considerations, feeder pattern implications.

A standard plan of action for potential boundary adjustments is a lengthy and involved process, as summarized below.

A consultant gathers comprehensive data from both the Predictive Enrollment Analytics tool and a boundary or steering committee, including the following:

- Student enrollment trends (current and projected).
- Demographics (race, ethnicity, income, language, etc.).
- School capacities and utilization rates.
- Housing development trends and local planning forecasts.
- Transportation logistics and travel times.

- Community feedback or historical context.

This data is essential for understanding both the current situation and future needs.

Using PowerSchool's geospatial mapping tools, the PowerSchool consultant maps existing school zones and student distribution, identifies imbalances such as overcrowded or underutilized schools, and models alternative boundary scenarios that meet district goals. The PowerSchool consultant will build multiple boundary scenarios with input from CBSD leadership. Each scenario can optimize for different factors, including the following:

- Proximity to schools to minimize transportation costs.
- Capacity alignment to reduce overcrowding.
- Socioeconomic diversity goals, if desired.
- Feeder pattern consistency to keep students with peers across grade levels.

Each scenario is supported with clear visual maps and impact data, including how many students would be reassigned and from where.

Based on data, modeling, and feedback, the PowerSchool consultant works with CBSD to finalize a recommended boundary plan, provide transition strategies to ease the change, and help with communication tools for public and school board explanation. In essence, a PowerSchool boundary consultant helps CBSD balance data science, community values, and strategic planning to create fair, efficient, and future-ready school zones. PowerSchool's tools and expertise ensure decisions are transparent, data-driven, and equitable.

Include in your proposal evaluation of three to five scenarios established by CBSD.

PowerSchool's bid on this proposal includes a tranche of consultation commensurate with the scope and scale of scenario planning needed by CBSD. Based on extensive experience with projects of this magnitude, estimates on timing are based around the number of schools that might be affected by redistricting, and a proportional estimate of the work necessary to complete a project where three to five new boundary proposals are designed, proposed and evaluated by CBSD staff, board, and community.

I. Meetings, Work Sessions, and Board Presentation

Conduct regular virtual or in-person work sessions with the District project team to review assumptions, preliminary projections, utilization findings, scenario concepts, and draft recommendations.

Monthly virtual status updates with District Contract Manager and appropriate District Staff support the following:

- Status meetings will ensure timely and satisfactory completion of project for the district as well as act as the primary forum for understanding district needs and requirements as viewed by district staff.
- Establish a well-defined timeline and use these status meetings to align the project to district timeline and provide the venue to refine it further once we get into the project.

Assume a minimum of six project team meetings: kickoff, data review, initial projections, capacity/utilization review, scenario review, and final recommendations review. Respondents may propose additional or alternate meeting structures.

Project meetings at the discretion of the district need can be scheduled and carried out as often as needed for CBSD staff and are billed hourly as part of the consultation process.

Prepare presentation materials suitable for a Facilities and Finance Committee meeting and/or public School Board meeting.

PowerSchool Consulting engagements around boundary modification and changes are usually driven by several phases, which will lay the groundwork for comprehensive boundary scenarios, reviewing and identifying subjects such as the following:

- Feeder patterns
- Student body demographics
- Geographically compact boundaries (avoiding gerrymandering)
- Natural and man-made boundaries.
- Facility Utilization
- Enrollment Stability/Balancing

- Title I impact
- Transportation Costs, as well as student proximity and walkability.

Additionally, PowerSchool is responsible for the creation of collateral and handouts for the various options available for enrollment balancing, including the following:

- Working with a Boundary Committee to identify needs and concerns and create a Criteria Priority list, mission statement, and goal end-state
- Boundary Review
- Capacity Analysis
- Special Program locations
- Enrollment and Transfer Policy

Attend and present findings to the Board of School Directors, if requested by CBSD.

The final phase of boundary projects consists of presentations to Staff, Board and community of scenario balancing proposals. These can be conducted via teleconference or in-person at the request of CBSD.

J. Final Deliverables

A comprehensive written report in editable Word and PDF formats.

A comprehensive Final report of all findings of the PowerSchool projections team is generated for the staff at CBSD and is written by and designed for educational leadership. This report highlights features such as the aggregated enrollment projections; critical factors like kindergarten enrollment and cohort progression; new residential housing development; and school-by-school projections.

Executive summary suitable for Board and community use.

An executive summary of the PowerSchool enrollment projection is provided as the first page of all projection reports and is currently used by hundreds of districts around the country to report their enrollment projections to their school boards each fall.

Ten-year enrollment projection tables by district, school, grade band, grade level, and attendance area.

We will provide two 10-year, by-school, by-grade, enrollment forecasts, which are a moderate forecast suitable for facility planning and a conservative forecast suitable for fiscal and staffing planning.

Capacity, target capacity, functional capacity, utilization, and building use efficiency tables based on scenarios developed around renovation, school closure and consolidation, and school sending area boundary shifts.

PowerSchool's proposed solution includes purpose-built staffing and capacity calculators and both static and dynamic tables that can assist and validate District calculations on space utilization, classroom usage, classroom loading, and more.

School-by-school summaries integrating enrollment outlook with building condition, utilization, architectural/facility issues, and capital planning implications.

Tabular and numeric school-by-school summaries are part of the standard enrollment projection output.

GIS map exhibits illustrating student distribution, attendance boundaries, development areas, capacity/utilization patterns, transportation considerations, and scenario alternatives.

PowerSchool's Predictive Enrollment Analytics tool employs advanced GIS technologies and spatial analysis tools for geospatial mapping and visualization of student distribution within CBSD boundaries. The platform utilizes geo-visualization tools that combine interactive geographic analysis with a comprehensive data model. Every student is geo-coded, and projections are created at the student level. CBSD's geography is divided into study blocks and projections are aggregated up to the district level. Open enrollment and out-of-district enrollment data are included in the projections, allowing for detailed analysis. The system also supports the utilization of the geographic area projections tool for mapping new school boundaries, planning zones, and understanding feeder patterns within the district.

Heat-mapping of each student within the district and the ability to code and legend these students allows for advanced visualization of student populations, including data on relevant characteristics such as Title Status, Free & Reduced Lunch, or English Language Learners, among many others.

The Predictive Enrollment Analytics tool allows for displaying of school boundary maps, acting as a single-source of truth for Elementary, Middle, and High School boundaries and allows districts to export and utilize these maps, both in visual format, as well as pulling shapefiles and encoded polylines out of

the system for integration with other sources including transportation routing software or the School Attendance Boundary Survey (SABS). The tool also supports mapping outside of standard enrollment boundaries, including dual-enrollment zones, School Board Trustee voting districts, or special program and magnet zones.

Student movement matrices and transportation impact summaries for any recommended scenarios.

Student enrollment and movement matrices are a standard part of the historical and future enrollment tools that can be pulled directly out of the PowerSchool tool by any credentialed district user, and custom forecasting and long-term impact studies are conducted by PowerSchool consultants at the discretion of the district as part of a boundary consultation engagement.

Capital planning implications and recommended decision framework for the next ten years.

Integrating the capital planning recommendations from CBSD's chosen architect with the capacity and enrollment data provided by PowerSchool is a critical part of the boundary consulting engagement outlined throughout the document and is integrated into the consulting proposal.

Board presentation in PowerPoint format summarizing methodology, findings, options, and recommendations.

Both boundary change and standard enrollment projection PowerPoint decks can be created by PowerSchool consultants and redlined, edited, and shared by district staff. PowerSchool Consultants can present those findings to board, community, or cabinet at the discretion of the district.

Underlying data tables, GIS layers, and planning files in mutually agreed-upon formats.

Our solution generates data tables in standard excel format and can ingest data in both flat file formats and certain other connections. Maps can be both imported and exported in standard open-source shapefiles for sharing with other interested parties.

K. Detailed Analytic Requirements Drawn from Prior Proposals

Use District enrollment history to model ten-year projections based on recent three-year, five-year, and ten-year enrollment progression patterns, and compare findings to PDE projections and any District-provided third-party projections.

PowerSchool's methodology for creating a data-driven narrative supporting new enrollment and facility needs is summarized below.

1. Establish District Context and Key Challenges

Gather historical and current data on the following:

- Enrollment trends by campus and grade.
- Facility age, condition, and capacity/utilization.
- Demographic shifts and housing development patterns.
- Identify key issues CBSD faces (e.g., aging facilities, enrollment imbalance, under/overutilization, shifting population centers).

Frame these challenges in terms of their impact on student learning, equity, and future readiness.

Goal: Build urgency and a shared understanding of "why action is needed now."

2. Conduct Predictive Modeling and Scenario Analysis

- Use enrollment forecasting tools to project student populations by campus over 5–10 years.
- Incorporate real estate, demographic, and housing pipeline data specific to CBSD's neighborhoods.
- Model multiple scenarios, such as:
 - "No bond" vs. "bond-funded improvements"
 - School consolidations and rebuilds
 - Boundary changes and program relocations

Goal: Show stakeholders how today's investments will shape the district's ability to serve students tomorrow.

3. Perform Facility Utilization and Equity Analysis

- Evaluate school buildings’ functional capacity vs. projected enrollment.
- Highlight schools operating at inefficient scales (under or over capacity).
- Identify disparities in learning environments.
- Align findings to Pennsylvania standards or local equity commitments.

Goal: Create a compelling equity narrative—demonstrating which students are most affected by inaction.

4. Build Data-Driven Visuals and Community-Friendly Narratives

- Develop GIS maps, dashboards, and storyboards that show enrollment shifts over time, illustrate future stress points in the system, and communicate how facility needs and educational goals align.

Goal: Translate complex data into **clear, emotionally resonant storytelling** for voters and decision-makers.

5. Support Engagement and Bond Planning Committees

- Present findings to bond steering committees, school board members, and the public.
- Assist in refining bond package priorities based on need, feasibility, and community values.
- Prepare “what if” maps and data for FAQs, town halls, and communications campaigns.

Goal: Build transparency and trust by ensuring the plan is rooted in objective, forward-looking data.

6. Tie to Broader Strategic Goals

- Connect facility planning to CBSD’s broader strategic plan.
- Connect to the District’s related projects and goals.
- Show how the bond will protect the district’s long-term financial health.

Goal: Position the bond as a strategic investment in CBSD’s future, not just a facilities upgrade.

Use PIMS exports or other District-provided student files with unique student identifiers, street addresses, school attended, grade, program attributes, and permitted characteristics such as ELL, Free and Reduced Lunch, and Special Education status. Student names are not required and should not be included unless specifically authorized by CBSD.

Utilizing the PIMS data as provided by CBSD, PowerSchool’s solution ingests a comprehensive student file, pulling in any unique student characteristics that the district chooses to plot and analyze including but not limited to the criteria above - ELL, Free and Reduced Lunch, and Special Education status. This student data is used to both analyze current and historic student trends and is the baseline – along with historical student enrollment data – for PowerSchool’s projection methodology.

Geocode student locations using historical and current datasets where available, including 2000, 2010, 2020, and current-year student snapshots, to identify spatial changes in enrollment and attendance patterns over time.

Utilizing the student file above, PowerSchool will geocode and visualize both live and historic data sets for general heat-map purposes, all the way down to identifying individual houses of residence for CBSD students. This will be navigable in our solution’s 21st user-friendly user interface (UI) and will allow for in-depth analysis during boundary change and reconciliation, or to identify programmatic or pedagogical needs around such challenges as Dual Language learners, students on IEPs, or other similar characteristics.

Analyze charter, cyber, private, and parochial enrollment patterns by grade and attendance area, and map nonpublic schools within the District and the transportation radius for which CBSD may be responsible.

Utilizing available resources such as the US Census bureau and other trend line data, Predictive Enrollment Analytics can assist CBSD in the marketing and data research analysis to determine the districts capture rate and areas of opportunity, whether they are geographic or demographic.

Analyze residential development by township, attendance unit, development phase, proposed units, completed units, housing type, price or rent range where available, and student yield by comparable development type.

PowerSchool Predictive Enrollment Analytics approaches residential development analysis as a combination of housing research, GIS mapping, and student generation modeling.

1. Identify and Track Residential Developments

PowerSchool’s residential research team works with local planning departments and developers to build a database of active and future housing projects. The analysis typically captures:

- Township / municipality
- Attendance area or school boundary
- Development name
- Development phase
- Proposed units
- Approved units
- Completed units
- Remaining units to be built
- Housing type
 - Single Family Detached
 - Single Family Attached (townhomes, duplexes, etc.)
 - Multifamily (apartments, condos)
- Anticipated occupancy and build-out schedules

2. Map Developments to Attendance Areas

Every development is geographically located within the district and assigned to:

- Elementary attendance area
- Middle school attendance area
- High school attendance area
- Municipality/township
- Study block or planning geography

This allows districts to understand exactly which schools will be affected by future growth. Our solution’s GIS platform includes development layers alongside student locations, school boundaries, municipalities, census geography, and custom planning areas.

3. Apply Student Yield (Student Generation Rates)

Rather than assuming all housing generates students at the same rate, our solution develops Student Generation Rates (SGRs) for each housing type.

These rates are based on:

- Comparable local developments
- Historical district experience
- Similar housing products in comparable communities
- Ongoing post-project analysis

Where district-specific information exists, PowerSchool can compare modeled yields against actual enrollment generated by previous developments and adjust assumptions.

4. Account for Development Phase and Occupancy Timing

The timing of student generation is tied to occupancy rather than permit approval.

Predictive Enrollment Analytics' models include the following data:

- Construction schedules
- Phased development timelines
- Annual unit delivery
- Expected occupancy dates

Using this data in our model helps distinguish:

- Proposed developments
- Approved developments
- Under-construction developments
- Fully built developments

The timing assumptions drive when students are added to enrollment forecasts. Conservative projections typically slow occupancy schedules while moderate projections follow developer-provided timelines.

Produce demographic mapping and tables using census, ACS, local planning, and third-party demographic data, including population, age distribution, household composition, housing units, household income, migration, and relevant neighborhood typologies.

Our solution includes built in functionality called theme maps, where districts can heat map plot any of 95 individual demographic mapping characteristics to gain insight into the composition of their community at-large, outside of and in addition to SIS provided student mapping.

Prepare current and scenario-based student movement matrices that show the number of students affected by school, grade band, attendance area, and neighborhood or planning unit.

PowerSchool's solution outputs include dozens of different live and historical crosswalks of student data and information and allow district users to understand movement and change by any pre-defined geographical boundary or by ad hoc querying of areas of interest or focus.

Where boundary concepts are modeled, include closest-school analysis, current-boundary baseline analysis, and proposed-boundary analysis using parcel, block, or planning-area geography as appropriate.

All boundary modeling is done by PowerSchool consultants at the direction and discretion of the district and can include many different criteria of evaluation but always will prioritize critical policy and political implications such as geographic proximity, current boundary alignment, and "neighborhood" identification as identified by housing project, census block or tract, or any other district identified criteria.

Ensure final reporting explains the strengths and limitations of projection models, including sensitivity to policy changes, housing starts, migration changes, private/nonpublic school changes, online learning, state/federal requirements, and other events that may affect enrollment beyond five years.

Final Reports for both CBSD and school board include the specific data relevant to the District's projections as well as a comprehensive breakdown of the methodology used to generate the school-by-school grade level projections. This includes migration, housing, and enrollment trends for the full 10 years of the projections.

Methodology

Describe projection methodology, GIS methodology, capacity/utilization methodology, transportation analysis methodology, and scenario evaluation methodology.

How PowerSchool Generates Enrollment Projections at the District and School Levels

OVERVIEW

Enrollment projections are based on two critical factors: student and school data supplied by the school district and mathematical formulas that are applied to these data. Projections fundamentally look at recent history as reflected in the student data and assume that past patterns and trends will continue into the future. A range of unpredicted anomalies can cause reality to vary from the historical patterns. These include, but are not limited to, unusual changes in the economy, mortgage interest rates, the housing market, the job market, residential development plans, rental rates, etc.

PowerSchool takes great care in preparing a district's enrollment projections. Known changes made by the district that interrupt the historical patterns, such as changes in attendance boundaries, or closing a school, can be accommodated in the projections. However, anomalous changes that occur between the last set of student data and the first projections are not reflected.

The calculations underlying the projections are mathematically precise. Each result is rounded to a whole number for ease of reading. This rounding may result in whole numbers displayed in a column not adding exactly to the displayed total of the column. This phenomenon, which is a result of rounding and not of any inaccuracy in the calculations, occurs both in the enrollment projections and in the community demographics.

Four major factors that drive district-wide student enrollment projections include:

1. Recent kindergarten enrollment trends, modified by live birth data.
2. Changes in the grade-level cohorts of students served.
3. Changes in out-of-district enrollment.
4. Changes in the number of dwelling units within the district.

District-wide projections are disaggregated to school projections based on the historical patterns of:

- School draw rates
- School-to-school transfers

DISTRICT PROJECTIONS

These are the elements involved in determining district enrollment projections:

Studyblocks

For demographic analysis and enrollment projections, the district is divided into studyblocks. Sometimes equivalent to an elementary attendance area or a census block group, a studyblock serves as the basis for the analysis of students served by the district and by schools. Studyblocks typically encompass 500–1000 students.

Kindergarten Enrollment

The projected Kindergarten enrollment is a key variable in projecting K–12 enrollment. The base kindergarten projection is determined by the trend of kindergarteners served in each studyblock in the previous three or four years. Depending on the circumstances, a growth trend in kindergarten enrollment may be capped. Steep straight-line trends are mathematically moderated to avoid unrealistic results.

Live Births

The base kindergarten projection may be adjusted to reflect possible influence of live births. Where a trend of live births across recent years in a given zip code can be documented, the base kindergarten projection for studyblocks in that zip code is adjusted accordingly.

School Capacities

School capacities provided by the district are compared to projected enrollments. A Special Day Class (SDC) student is calculated by default as requiring one seat. At district option, these defaults can be changed. For example, if SDC classes are formed at 10 and occupy a typical classroom space, the default could be set to three seats per SDC student.

Students in the Projections

Enrollment projections are limited to typical K-12 students. SDC students are projected as a stable percentage of the typical population. Excluded from the projections are pre-kindergarten, adult high school, home school, adult education, and independent study programs.

Attendance Boundaries

Attendance boundaries are assumed to remain constant unless otherwise noted by the district.

Closed Schools

Opportunities for open enrollment (intra-district enrollment) are assumed to remain unchanged unless otherwise noted by the district.

Inter-District Enrollment

Students enrolled from other school districts are treated in aggregate as a single or limited number of studyblocks. Kindergarten students, the low middle school grade, and the low high school grade from this studyblock(s) are projected to the extent they exist in the most recent year. Existing out-of-district students are aged through the grades. Draw rates are assumed to be constant.

Cohort Change of Students Served by the District

Cohort percentage changes are calculated in order to assure sensitivity to perennial changes in students served by the district as they age from one grade level to the next. If every cohort were stable as it ages, the cohort percent change, from one grade to the next in each studyblock, would be calculated as 100%. For each studyblock, a cohort weighted average percent change over a defined number of years is calculated based on the change in the enrollment served as it ages from the previous grade level.

Average cohort percentages above 100% might, for example, reflect students returning from private schools. Cohort percentages below 100% might reflect drop-outs. Steep straight-line trends are mathematically moderated to avoid unrealistic results.

Growth studyblocks are those showing unusually high increases in elementary grade enrollment and/or cohort percent change in recent years—due, typically, to new housing development. Once growth studyblocks are identified, their default cohort percent change rate is set to “1” so as not to over-project new residential growth. By default, growth is not predicted to continue unless new occupied dwelling units are projected. Exceptions to the default are made at Grade 1, the low middle school grade, the low high school grade, and grade 12.

Cohort changes can be adjusted as necessary. Manipulation of cohort percentages is used, for example, to reflect changes in inter-district transfers due to policy changes in sending or receiving districts.

Residential Development Impact

The predicted impact of residential development on district enrollment is based on three factors:

- Proposed new dwelling units.
- Student generation rate for each unit type.
- Grade-level distribution of newly generated students.

1. Dwelling Units

New dwelling units are categorized into three housing types: Single Family Detached, Single Family Attached, and Multifamily. Developers and builders are contacted for information relative to their annual plans for occupancy of new dwelling units. The conservative projection adjusts the developer stated phasing by stretching the units in a given project across more years.

2. Student Generation

Student generation rates are determined for each product type for each level: elementary, middle school, and high school. These generation rates can also be varied by year or by project. Student generation rates are based on similar product types where such exist; otherwise, a default generation rate is used.

3. Grade-Level Distribution

For each level, students generated by new dwelling units are distributed across grade levels. These percentages are based on historical patterns where they exist; otherwise, default percentages are used.

SCHOOL PROJECTIONS

These are the elements involved in distributing students projected in the district enrollment across schools:

School Draw Rates

Projecting enrollment at the school level is based on the concept of a school draw rate, i.e., the percent of students from a given studyblock who enroll in a given school at its lowest grade. Draw rates reflect the impact of open enrollment within a district. For example, if one-half the sixth-graders from a given studyblock enroll in a particular 6-8 middle school, that school has a draw rate of 50% from that studyblock.

The draw rate for the most recent year is applied by default to the projected district enrollment for that grade from a given studyblock. The draw rate ages with the cohort. In this way, if the underlying cohort changes, the number of students enrolled at the school will change accordingly.

Draw rates can be adjusted as necessary. Manipulation of draw rates is used, for example, to project the impact of changes in attendance boundaries, the impact of closing a school to open enrollment, or opening a new school.

Intra-District Transfers

Grade-level transfers within or across schools are included in the projections to accommodate fluctuations like retention, transfer to continuation school, or any other special programs a district may offer that result in students changing schools at other than the typical grade configuration shifts. Transfers are calculated by applying the percent of a grade level population at one school that is transferred in the following year to another school or continued at the same grade level at a given school in the following year.

Describe data needs, assumptions, limitations, and required District participation. Provide an acceptable range of error for enrollment projections on an individual school and district wide basis.

Data gathering is a collaborative effort between PowerSchool and CBSD; the primary needs and assumptions are below:

- New Housing Research, conducted by PowerSchool team.
- Demographic Research, conducted by PowerSchool team.
- School File, provided by CBSD.
- Boundary File, provided by CBSD.
- Student Data Files, provided by CBSD.

PowerSchool's enrollment projections identify our conservative and moderate projections as the Confidence interval and always seek to land the actual measured enrollment forecast between those 2 projections. In year 1, the enrollment projections between the conservative and the moderate differ by +/- 0.5%, for a 1% confidence interval, and that confidence interval compounds at the same rate for years 2-10 leading to a difference of between 8% and 12% in the 10-year facilities forecast.

Identify how the consultant will integrate the KCBA 2026 FCI/architectural analysis or other District-provided facility condition data.

PowerSchool consultants will utilize the capacity and building health data in any and all future state boundary change processes at the discretion and direction of the district.

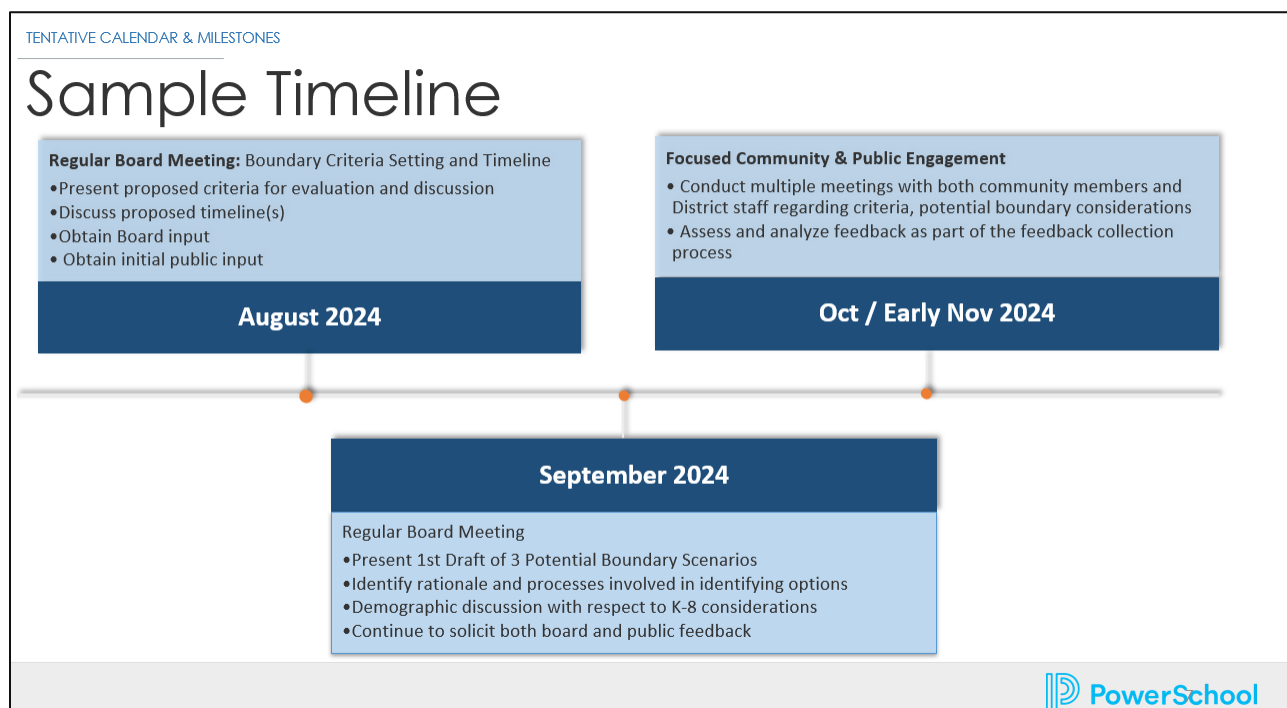
General Schedule

Include a general schedule of milestone dates from approval through final deliverable.

PowerSchool's project schedule of milestone dates is illustrated and described below.

Implementation of the Predictive Enrollment Analytics mapping tool and projection generally begins within two weeks of contract signature, and initial set-up of the tool, which includes confirmation of the School Boundaries, importation of the School and Student files from the district and conducting of demographic and housing research by PowerSchool takes between six and 10 weeks. A full enrollment projection report and live and active instance of the tool can be expected in an average of 10-12 weeks.

Management of a subsequent boundary change process is driven by district need but managed by PowerSchool consultants. A sample timeline of a standard boundary change process is presented below:



TENTATIVE CALENDAR & MILESTONES

Sample Timeline (cont.)



Identify the expected timing of draft findings, scenario review, final report submission, and Board presentation.

Given the timing as laid out in the RFP, an expected timeline is below:

Final Contract	By October 7 th , 2026
Draft projections and utilization analysis	By December 1, 2026
Draft scenarios, transportation analysis, and facility planning implications	By January 31 st , 2027
Final report and Board presentation	By March 15 th , 2027

Relevant Project Experience

Provide at least five relevant K-12 demographic enrollment projection, attendance boundary, facility utilization, or capital planning projects.

Predictive Enrollment Analytics Case Studies

Redistricting & Modernization

Upper Merion Area School District

Background

Upper Merion Area School District, a K-12 District in eastern Pennsylvania, was in the middle of a redistricting effort when they contracted with PowerSchool. Upper Merion had closed an older elementary school for modernization and were constructing a new elementary facility. The goals for this project included: 1) accommodating the reopening of the modernized school facility, 2) creating a new attendance area for a new school building, increasing the number of elementary campuses from four to five, and 3) incorporating the transition from half-day kindergarten to full-day kindergarten across the District for the first time.

Challenge

The challenge was to create balanced enrollment across the District for their five elementary schools and clearly communicate these changes to all families and students affected.

Solution

Upper Merion leveraged the robust technology in PowerSchool Enrollment Analytics solution—including enrollment analytics and redistricting analysis tools—and utilized their boundary consultants throughout the process. PowerSchool consultants worked alongside District leadership as they created different viable boundary scenarios using our solution’s boundary creation capabilities. A key component of the redistricting process was providing 10-year enrollment projections. Residential Development Research was incorporated in order to provide Upper Merion with a picture of student enrollment from new housing in the District. Combining these two facets of PowerSchool’s platform set the stage for utilization of the geographic area projections tool, which provided enrollment projections for any defined geographic area such as new school boundaries. As the project reached the community outreach phase, PowerSchool provided current mailing lists for those students affected by changes in elementary boundaries and customized our online app to reflect the new boundaries so parents were able to quickly and easily find their assigned school’s based on the new elementary boundaries.

Result

The result was an efficient, smooth transition to new schools, new programs, and new boundaries that has greatly enhanced the educational experience for all students in the District.

Growing Enrollment

Mount View Whisman School District

Background

Mt. View Whisman School District is located in the heart of California’s growing Silicon Valley area. The District had been grappling with overcrowding and growth for many years. Two elementary schools—Bubb and Huff—that had been accommodating students in portable classrooms and were out of space and no longer able to meet the State’s teacher to student ratio mandates. The District formed a task force to work with PowerSchool and other District consultants to develop a plan to relieve the overcrowding and create a new attendance area for a new elementary school.

Challenge

The District had open enrollment policies that had been in place for some time and a significant number of students were already attending a school other than their assigned schools. A large portion of Mt. View Elementary’s attendance area would now be served by the new school. The desire for small compact neighborhood school zones and safe walking routes to school as well as socioeconomic factors were also considerations.

Solution

PowerSchool’s boundary consultants developed two boundary scenarios and help facilitate a number of task force meetings. Our platform provided quick access to data to help analyze the viability of suggested modifications to the scenarios created. The boundaries also limited the enrollment pool for the popular Bubb and Huff elementary schools to residents living south of El Camino Real, which was seen as an important way to reduce overcrowding at both schools.

Result

On June 15, 2017, the board adopted “Scenario A” on a 4-1 vote. PowerSchool’s boundary consultants continued to work with District staff to model the phasing in of the boundaries and work on policies surrounding the “grandfathering” of students currently enrolled in specific schools. The new boundaries unified families in the northeast region of the city by zoning the Whisman, Slater and Wagon Wheel neighborhoods for Slater Elementary. The boundaries also shifted the Shoreline West neighborhood from Bubb Elementary—one of the most crowded schools in the District—to Landels Elementary.

Overcrowded Schools

Huntley School District 158

Background

Leggee, the District's only K-5 building, was facing overcrowding because of two major housing developments. "We have plenty of room in our K-5 buildings districtwide," said Superintendent John Burkey. "We do not have a space problem. We need to move some students out of Leggee to our (other) elementary schools. The ideal capacity for Leggee is about 850 (students). This will get it down to 600. We need it to be lower than 800 because Leggee still has growing neighborhoods."

Challenge

With the largest geographic boundaries, Leggee Elementary was projected to be over capacity by 346 seats the following year and by 607 seats in 2024, while the District's four other elementary schools all were all projected to be under capacity within that span, according to 10-year enrollment forecasts developed by PowerSchool's team of analysts. The District had a timeline which included a number of already planned community forums. This required PowerSchool's boundary consultants to develop three scenarios as quickly as possible.

Solution

PowerSchool's boundary consultants assisted District staff in developing guiding principles and participated in the community forums held during the boundary change process. Additionally, three scenarios were developed which modified middle and elementary school boundaries. A clean dividing line along Route 47 was included in the scenarios. A phase-in process was developed as well as the option to accelerate the phase-in, if desired.

Result

The District's Board of Education voted to approve the boundary changes as recommended by the administration at the Board's March 19, 2015, meeting. The approved option was presented to the Board at its February meeting as "Scenario 1," along with two other viable options to reduce overcrowding at Leggee Elementary School. Among other positives, the Board selected the option because it allows changes to be phased in over three years.

Declining Enrollment

El Rancho Unified School District

Background

El Rancho Unified School District, located in the city of Pico Rivera, began to experience a decline in enrollment during the 2003-2004 school year. By the 2007-2008 school year, they had reduced 48 certifiable positions and had 39 available classrooms. While their high school was busting at the seams,

the enrollment in their 12 elementary schools was on the decline and all projections indicated this trend would continue.

Challenge

It became clear that consolidating elementary schools would be necessary. However, closing schools is very political, and past experience indicated it would be a time-consuming process. “Our Superintendent had been through a similar process years ago and spent countless hours repositioning pinheads on a map to change boundaries,” says Lydia Cano, Chief Business Officer for the District. “We knew there was an easier way to get the information we needed and we had to act fast.” EL Rancho quickly began seeking outside consultants who could help them manage this process.

Solution

In the fall of 2007, the District contracted with PowerSchool to help determine which schools should be closed. PowerSchool was quick to gather the necessary information and the District was up and running with PowerSchool’s solution in January 2008. A District Facilities Advisory Committee formed that met for six weeks. During this time, they used PowerSchool’s solution to review multiple scenarios, and ultimately made a recommendation to the Board as to which schools should be closed.

Result

The Advisory Committee met with the Board in April 2008. Their presentation indicated the need to close three schools. At the May 2008 meeting, the Board decided to close four elementary schools. Despite requiring the use of portables for a time, the Board opted to close an additional school now rather than re-visit another closure in the near future. The 2008-2009 school year started off smoothly with projected numbers being right on the mark.

Boundary Reconfiguration

Fontana Unified School District

Background

Fontana grew from a semi-rural steel town with areas of heavy industrial and commercial land use, to now include multi-family housing, older single-family homes and more recent planned developments, becoming a mix of urban, suburban, and semi-rural areas. Fontana USD was established in 1923 and unified in 1956. Due to changing populations, growth, and the city’s bisection by two major freeways, the District includes some schools that are not located in the most convenient areas for the student population. Past recent development brought five years of explosive growth which necessitated four new elementary schools, one middle and one high school. The District has since experienced a slight decline in enrollment which has continued for the past 4 years.

Challenge

There is severe overcrowding at Fontana High School. Property became available in a different location that would be ideal for a new high school. However, adding a new high school would require

reconfiguring all of the high school boundaries. Also, a new elementary school is planned to open in 2012. It has been a number of years since the District reviewed its boundaries as a whole so they decided to review feeder patterns and align boundaries for all school levels. Yet the timeline was tight — with a new high school set to open in 2010, the District needed ample time to prepare parents, teachers, and students for the boundary changes.

Solution

In October 2008, the District contracted with PowerSchool to navigate the reconfiguration process. Upon receiving data from the District, PowerSchool moved quickly to provide various boundary scenarios that were evaluated by the Boundary Review Committee, presented to the community for input, and ultimately presented to the Board. PowerSchool helped the District present the information to board and community members in an understandable, helpful manner.

Result

The Board approved the boundary recommendations on March 18, 2009, giving the District more than one year to inform parents, teachers, and students about upcoming changes.

Include Pennsylvania public school experience where available.

Predictive Enrollment Analytics has extensive experience in Pennsylvania, working on projects that range from standard enrollment projection work to extensive consultative engagements to help Pennsylvania Districts on enrollment balancing and redistricting. Past and present clients in Pennsylvania include:

- Lower Merion School District
- Quakertown Community School District
- Upper Merion Area School District
- Susquehanna Twp. School District
- State College Area School District
- Solanco School District
- Penn Manor School District
- Parkland School District
- Owen J. Roberts School District

- Nazareth Area School District
- Mechanicsburg Area School District
- East Penn School District
- Cumberland Valley School District
- Carlisle Area School District
- Wissahickon School District
- Coatesville Area School District

Identify client references, project scope, school district size, number of schools, deliverables, and project dates.

References

We recognize the need for potential customers to have references they can contact to obtain information concerning Predictive Enrollment Analytics and related services and have provided a list of references below. Additional references are available upon request.

Please note that project cost and specific personnel are considered confidential information and cannot be released by PowerSchool. This policy is based on our desire to respect the privacy and confidentiality of our customers, restrictions outlined in our PowerSchool Licensed Product and Services Agreement, as well as applicable state and local laws preventing said disclosures. When contacting our references, you can request this information from them directly.

Reference 1	East Penn School District
Contact Information	Dr. Doug Povilaitis, Assistant Superintendent (610) 966-8321 ext. 18376 dpovilaitis@eastpennsd.org
District Size	10 schools 7,875 students
Description	PowerSchool Predictive Enrollment Analytics

Reference 2	Coatesville Area School District
Contact Information	Dr. Anthony Rybarczyk, Superintendent of Schools (610) 466-2400 ext. 82433 Rybarczyka@casdschools.org
District Size	10 schools 5,248 students
Description	PowerSchool Predictive Enrollment Analytics

Reference 3	Cumberland Valley School District
Contact Information	Chris Smith, Director of Technology and Innovation 717-506-3322 csmith@cvschools.org
District Size	12 schools 10,423 students
Description	PowerSchool Predictive Enrollment Analytics

Fee Proposal

PowerSchool Group LLC considers pricing information proprietary and confidential.

Our pricing estimate for our proposed solution is provided on the following pages. Please note that we provide CBSD with solution upgrades and system maintenance at no cost throughout your contract term.

PowerSchool has identified a unique balance between the scale and complexity of the proposed implementation and certain implementation-specific efficiencies that, when combined with limited availability pricing incentives, enables PowerSchool to offer pricing in this instance that may not be available to any other customer or implementation. The Parties understand that PowerSchool's proposed pricing is unique and specific to the conditions, scope, and specifications of the proposed implementation.

On-going PowerSchool Subscription/Maintenance and Support fees are invoiced at then current rates and enrollment per terms of the Main Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases.

The services pricing is based on the scoping and level of services as best understood by PowerSchool at the time of this response for standard implementation services. The pricing in the definitive agreement may be modified based on any scoping adjustments as agreed to by the parties during final negotiations. In addition, services hours are reviewed annually for appropriateness based on the client's requirements and desired initiatives.

Unless specifically stated otherwise, PowerSchool assumes that our standard Main Services Agreement is the basis for the final agreement (see [Appendix A](#)).

Standard training is generally included. However, the District may request additional training to optimize adoption.

Any required sales, use, or similar taxes will be invoiced in addition to the amounts as included.

All the PowerSchool solutions and services (including those listed as optional or those currently in development) may be procured through this RFP should the District be interested in the expanded functionality that we offer. Pricing and scope of services for our optional modules are provided upon request.

 CENTRAL BUCKS SCHOOL DISTRICT	REQUEST FOR PROPOSAL # 2027-002 Demographic Enrollment Projections, Facility Use Efficiency, and Long-Range Planning Services Issued: July 16, 2026 Closes: August 10, 2026 2:00 P.M. SHARP	Central Bucks School District 20 Weldon Drive Doylestown, PA 18901
---	--	---

ATTACHMENT A

Name of Firm	PowerSchool Group LLC	
Preparer	Joel Hill, Account Executive Director	
Date	August 7, 2026	
Category	Description	Fee
Enrollment Projection Services	Ten-year projections by district, school, grade band, grade, and attendance area	\$ 31,303.00
GIS Mapping and Geocoding	Student geocoding, boundary maps, development maps, and scenario maps	\$ 10,434.50
Transportation Analysis	Routing efficiency, travel time, feeder patterns, and student movement matrices	\$ 960.00
Scenario Development	3-5 evaluations of district provided options	\$ 7,680.00
Meetings and Board Presentation	Project team meetings, draft review meetings, and final Board presentation	\$ 1,920.00
Final Report and Deliverables	Written report, executive summary, tables, maps, data files, and presentation materials	\$ 2,540.00
Subconsultant Fees	List by firm and role	\$ N/A
Reimbursable Expenses	Travel, reproduction, data acquisition, and other reimbursables	\$ 1,200
Complete Project Total		\$ 56,137.50

Hourly Rates for Potential Additional Services

Role	Hourly Rate	Notes
Principal / Project Executive	\$ 240	A total of 60 hours of consultation services are included in this proposal, and they are billed as incurred. Any potential additional services are scoped in this proposal and can be utilized at the district's discretion.
Project Manager	\$ 240	
Demographer / Enrollment Projection Specialist	\$ 240	
GIS Manager	\$ 240	
GIS Analyst / Planner	\$ 240	
Transportation Analyst	\$ 240	
Facility Planner / Architect	\$240	
Support Staff	\$240	
Other:		

Required Forms

In this section we have provided the following forms:

- Certification of Signature
- Non-Collusion Affidavit

Certification of Signature

The following page is PowerSchool’s executed Certification of Signature.

	REQUEST FOR PROPOSAL # 2027-002 Demographic Enrollment Projections, Facility Use Efficiency, and Long-Range Planning Services Issued: July 16, 2026 Closes: August 10, 2026 2:00 P.M. SHARP	Central Bucks School District 20 Weldon Drive Doylestown, PA 18901
---	---	--

RFP NAME: Demographic Enrollment Projections, Facility Use Efficiency, and Long-Range Planning Services

RFP NUMBER: 2027-002

RFP DUE DATE: August 10, 2026 – 10:00 A.M. SHARP

THE FOLLOWING DOCUMENTS/ITEMS **MUST** BE PROVIDED AS PART OF YOUR BID RESPONSE. FAILURE TO PROVIDE ANY OF THESE DOCUMENTS **MAY DISQUALIFY YOUR BID.**

- A. THIS FORM (PAGE 1), FORM OF PROPOSAL (PAGE 8) AND ANY/ALL EXCEPTIONS TO THE SPECIFICATIONS
- B. SUPPLIED BROCHURE/LITERATURE OR MANUFACTURERS CATALOG WITH BUS DETAILS
- C. COMPLETED NON-COLLUSION AFFIDAVIT

CERTIFICATION OF SIGNATURE

☒ I have checked the CBSD Bid Website for any addendums and/or questions/responses. (required)

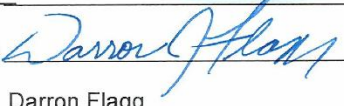
THIS IS TO CERTIFY THAT THE PERSON SIGNING AND/OR SUBMITTING THE ATTACHED BID REQUEST TO CENTRAL BUCKS SCHOOL DISTRICT FOR:

COMPANY NAME: PowerSchool Group LLC

ADDRESS: 150 Parkshore Drive, Folsom, CA 95630

DATE: 07/31/2026

TELEPHONE NUMBER: 877-873-1550

SIGNATURE (written in ink) 

SIGNATURE (typewritten): Darron Flagg

IS AN OWNER _____ OFFICER X AGENT _____

TITLE: Chief Compliance Officer

Non-Collusion Affidavit

The following pages include PowerSchool’s executed and notarized Non-Collusion Affidavit form.

 CENTRAL BUCKS SCHOOL DISTRICT	REQUEST FOR PROPOSAL # 2027-002 Demographic Enrollment Projections, Facility Use Efficiency, and Long-Range Planning Services Issued: July 16, 2026 Closes: August 10, 2026 2:00 P.M. SHARP	Central Bucks School District 20 Weldon Drive Doylestown, PA 18901
---	--	--

NON-COLLUSION AFFIDAVIT

Contract/Bid No. **2027-002**

State of California : S S. _____

County of Sacramento :

I state that I am Chief Compliance Officer of PowerSchool Group LLC
(Title) (Name of Firm)

and that I am authorized to make this Affidavit on behalf of my firm and its owners, directors and officers.
I am the person responsible in my firm for the prices(s) and the amount of this bid.

I state that:

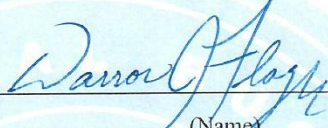
1. The prices(s) and the amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor the approximate amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract or to submit a bid higher than this bid or to submit an intentionally high or non-competitive bid or other form of "Complimentary" bid.
4. The bid of my firm is made in good faith and not pursuant of any agreement or discussion with, or inducement from, any firm or person to submit a "Complimentary" or other non-competitive bid.
5. PowerSchool Group LLC, its affiliates,
(Name of Firm)
subsidiaries, officers, directors and employees are not currently under investigation by any government agency and have not, in the last four years, been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding any public contract., except as follows: (state below)

NON-COLLUSION AFFIDAVIT (Continued)

I state that PowerSchool Group LLC understands
(Name of Firm)

And acknowledges that the above representations are material and important and will be relied on by Central Bucks School District in awarding the contract for which this bid is submitted.

I understand, and my firm understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the Central Bucks School District of the true facts relating to the submission of bids for this contract.

SIGNED 
(Name)

TYPED Darron Flagg
(Name)

POSITION Chief Compliance Officer

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 29 DAY OF
July, 2026
(Month)

See attached jurat
(Notary Public)



My commission expires _____

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

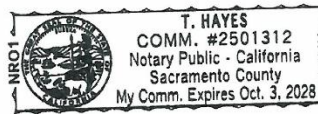
Subscribed and sworn to (or affirmed) before me on this 29th day of July,

2026 by Darron James Flagg

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

T. Hayes
Signature

(Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Non-Collusion Affidavit
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date 07/29/26

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

Appendix A

In this section, we have provided the following documents:

- Exceptions Disclosure
- Statement of Understanding
- Sample Contract/Main Services Agreement
- Certificate of Liability Insurance

Exceptions Disclosure

This document lists PowerSchool’s exceptions to the RFP and Terms and Conditions of the Customer RFP. References to “PowerSchool MSA” shall be defined to mean the PowerSchool Main Services Agreement (MSA), which is being provided to Customer in a Statement of Understanding simultaneously with this Exceptions Disclosure. These exceptions are at all times subject to the terms of the Statement of Understanding.

Page #	Paragraph / Section	Why Exception is Taken
2	6. The successful bidder shall not assign, transfer, or sublet the ensuing contract, or any portion thereof, to others without written consent of the District.	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.
3	10.4 This contract may be cancelled or terminated by the District, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract.	Subject to PowerSchool Main Services Agreement, Section 13 (Term and Termination).
4	24. Payment will be made upon receipt of all goods/services being received and complete unless as otherwise stated by contract documents or other mutually agreed terms. In the event of a dispute arising over the quality or quantity of goods/services received, payment may be suspended pending resolution of the dispute.	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.
14	VI. Provisions CBSD reserves the right to terminate the final contract related to under-performance or poor performance by the selected consultant with 30 days written notice.	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

Statement of Understanding

The following pages include PowerSchool’s Statement of Understanding.

Sample Contract/Main Services Agreement

The following pages include PowerSchool's Main Services Agreement.



MAIN SERVICES AGREEMENT 2024 version

This Main Services Agreement (with all attached exhibits and referenced documents and links, the “**Main Services Agreement**”), 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, including any addenda and supplements thereto, may be individually referred to as an “**Ordering Document**” or collectively referred to as the “**Ordering Documents**”.

This Agreement is entered into by and between the applicable PowerSchool Contracting Entity (as defined below) (“**PowerSchool**”) and Customer identified below and governs Customer’s access and use of Services. 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 if the Quote is not signed, then the date of the purchase order received by PowerSchool), or (iii) the date on which Customer is granted access to the Services (the “**Effective Date**”). Each PowerSchool and Customer is individually referred to as a “**Party**” and collectively as the “**Parties**”.

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, college, university, institution, agency, or other entity that purchases one or more of the Services, as identified on the applicable Ordering Document.

1.3. “Customer Data” means all data (including Personal Data), files, documents and records uploaded to a Subscription Service or transmitted to PowerSchool under this Agreement by or on behalf of Customer.

1.4. “De-identified Data” means information generated by the data processor that does not contain Personal Data and any direct or indirect personal identifiers, and that is not used or linked to identify any individual.

1.5. “Documentation” means user manuals describing the functionality, features and operating characteristics of the applicable PowerSchool Software as made available to Customer by PowerSchool, including any updates thereto.

1.6. “Excluded Claims” means claims or liability arising out of: (a) a Party’s violation of the other Party’s proprietary or intellectual property rights; (b) PowerSchool’s violation of its obligations under this Agreement (including the applicable data privacy agreement) pertaining to Customer Data; or (c) either Party’s indemnity obligations under this Agreement.

1.7. “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.

1.8. “Licensed Applications” means software applications developed by third parties that are licensed by PowerSchool and are embedded in or bundled with the Subscription Services provided by PowerSchool hereunder.

1.9. “Licensed Site(s)” means the internet address of the web-based location for accessing a Subscription or, if for an on-premise implementation, the initial location where the PowerSchool Software listed on the applicable Quote is installed.

1.10. “Personal Data” means information that alone, or in combination with other information about an individual, identifies, relates to, or could reasonably be linked to a natural person.

1.11. “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, India, or UAE ¹	PowerSchool Group LLC	PowerSchool Group LLC 150 Parkshore Drive Folsom, CA 95630

1.12. "PowerSchool Software" means PowerSchool's proprietary software applications and the associated Licensed Applications, including any and all updates and subsequent versions thereto. PowerSchool Software does not include Third-Party Software.

1.13. "Professional Services" means work performed by PowerSchool or its permitted subcontractors or channel partners under an Ordering Document, including implementation, training, consulting, customization and other professional services, and any deliverables specified in an Ordering Document.

1.14. "Quote" means PowerSchool's standard order form that (i) specifies the Services provided to Customer; (ii) references this Agreement or the applicable agreement; and (iii) is signed or incorporated into 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.

1.15. "Services" means any Subscription Service(s), including all content made available by PowerSchool through the Subscription Services, and any Professional Services provided to Customer hereunder.

1.16. "Statement of Work" or "SOW" means a statement of work document that describes the Professional Services to be performed hereunder and that is entered into between Customer and PowerSchool or is otherwise incorporated into a Quote entered into between Customer and PowerSchool.

1.17. "Subscription Services" means the provision of the PowerSchool Software to Customer on a subscription basis as a cloud-based service, a term license, or as an on-premise installation, including any hosting services or Support Services provided as part of the Subscription Services or otherwise purchased by Customer.

1.18. "Subscription Term" has the meaning set forth in Section 13.2 (Subscription Term).

1.19. "Support Services" means the maintenance and support for the Subscription Services or as purchased by Customer, as described in PowerSchool's standard support policy at https://www.powerschool.com/Support-Policy-SLA_2024/.

1.20. "Term" has the meaning set forth in Section 13.1 (Agreement Term).

1.21. "Third-Party Software" means software products supplied or developed for a particular purpose by someone other than PowerSchool and not licensed by PowerSchool hereunder.

1.22. "Trademarks" means all trademarks, service marks, logos, slogans, trade names, business names, and other source identifiers, including domain names, whether registered or unregistered, and including all of the goodwill of the business related to the foregoing.

1.23. "Transaction Data" means system performance information monitoring the PowerSchool Software alone and at times of usage as the User may access and progress through the features and functions of a Subscription Service.

1.24. "User(s)" means individuals authorized by Customer to access PowerSchool Software, including teachers, students, parents, guardians, employees, authorized personnel, and job applicants as applicable to the respective PowerSchool Software.

2. PROVISION OF SERVICES AND RESTRICTIONS.

2.1 Subscription Services. If Customer makes all payments on time, PowerSchool will: (a) for cloud-based Subscription Services, make such Subscription Services available to the Customer and for the contracted quantity at each Licensed Site in conformance with the applicable Documentation and the terms of this Agreement, and host such Subscription Services consistent with the service level agreement set forth at https://www.powerschool.com/Support-Policy-SLA_2024/; (b) for on-premise Subscription Services, grant Customer a restricted, personal, non-exclusive, non-transferable, terminable access to use such Subscription Service specified in the applicable Quote, only at the Licensed Sites, not to exceed the maximum quantity identified on the applicable Quote; and (c) provide the applicable standard Support Services (or upgraded Support Services if purchased). Customer must purchase separate Support Services for on-premise implementation of the

¹ PowerSchool Offerings in India and United Arab Emirates are under a different Main Services Agreement.



Subscription Services.

2.2 Professional Services. If purchased, PowerSchool will provide the Professional Services specified in the applicable SOW, subject to Customer's payment of all applicable fees and to the terms of PowerSchool's Professional Services Policy set forth at https://www.powerschool.com/Professional-Services-Policy_2024/, which is incorporated herein by reference.

2.3 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.

2.3.1 Customer will use the Services only for the internal purposes of Customer and only for Licensed Sites through the stated Subscription Term in the Quote. Customer shall not exceed the maximum quantity for the Subscription Services as stated in the Quote without additional payment.

2.3.2 Customer will not, and will not permit Users or third parties to: (a) make any of the Services, its results, outputs or deliverables available to anyone other than Customer or Users, or use them for the benefit of anyone other than Customer; (b) sell, resell, rent, lease, license, distribute, sublicense, or otherwise include any of the Services to a third party or in a service bureau or outsourcing offering; (c) make any use of the Services for which Customer has not paid; (d) store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (e) interfere with or disrupt the integrity or performance of any of the Services; or (f) remove or obscure any proprietary or other notices contained in any PowerSchool Services. Customer shall not use plugins that are not approved by PowerSchool.

2.3.3 Customer and its Users shall keep user identification and password information strictly confidential and not share such information with any unauthorized person and shall be responsible for any and all activities that occur under all Customer accounts. If unauthorized access to, or use of, the Services occurs, Customer shall promptly notify PowerSchool.

2.3.4 Customer shall be prohibited from performing penetration testing against PowerSchool-hosted Services, 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. PowerSchool allows vulnerability scanning from PowerSchool-approved vendors, such as the Cybersecurity & Infrastructure Security Agency (CISA).

2.3.5 PowerSchool may (or may ask Customer to) suspend or terminate any User's access to the Services upon notice to Customer if PowerSchool reasonably determines that such User has violated any of the terms of the Agreement.

2.4 Updates to Subscription Services. During the Term, PowerSchool may, at no cost to Customer, update or upgrade features, functionality, software, or user types that Customer and Users access pursuant to a Quote; provided that such updates will not materially degrade existing features and functionality. After giving Customer reasonable advance notice, PowerSchool may update and/or upgrade the Subscription Services provided to Customer so that it remains current with the then-current version of the PowerSchool Software available to PowerSchool's customers generally.

2.5 Sustaining Application Planning Program (SAP). PowerSchool reserves the right to discontinue a PowerSchool Software as part of its sustaining application planning program (SAP). PowerSchool shall provide Customer with twelve (12) months' advanced notice for PowerSchool's proprietary Software affected, and for affected Licensed Applications, as much notice as practical after PowerSchool receives notice from the applicable licensors. PowerSchool will use commercially reasonable efforts to transition Customer to a PowerSchool Software with substantial similar functions and features. 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 discontinued. Such credit can be applied towards the future purchase of a Service within twelve (12) months of issuance. Unused credits will expire after twelve (12) months of their issuance.

2.6 Background Checks. 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.

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 3 (Customer Data). Customer is responsible for the accuracy and legality of any content provided to PowerSchool as Customer Data. PowerSchool will ensure that its use of the Customer Data always complies with this Agreement, PowerSchool's privacy statement, and all applicable laws, regulations, and conventions.



3.2 Consent to Use Customer Data. Customer hereby grants all such rights and permissions in or relating to Customer Data to PowerSchool, its subprocessors and the PowerSchool personnel as are necessary to provide, perform and deliver the Services. The Customer further agrees to establish a basis for the processing of Personal Data, including, where required by applicable laws and regulations, by obtaining the relevant informed and voluntary consent from any applicable data subject (in the case of when the data subject is a child or minor, then informed, voluntary, and verified consent from the relevant parent or guardian of the child or minor is required) for: (a) PowerSchool to process the data subject's information, in the form of Customer Data; and (b) the Customer to be allowed to transfer Personal Data to PowerSchool for processing, by sharing such Personal Data with its other approved data subprocessors. Except as provided in Section 5.4 (Compelled Disclosure), PowerSchool will not share the Customer Data with third parties without Customer's express consent. PowerSchool will not rent or sell Customer Data and will treat such data as Confidential Information. "

3.3 Data Privacy and Security. By executing the MSA or an Ordering Document or issuing a purchase order referencing an Ordering Document, each Party agrees to the terms of the specified PowerSchool statewide data privacy agreement set forth at https://www.powerschool.com/Customer-State-DPA_2024/ for the Customer's applicable state ("PowerSchool State DPA"). However, if the Parties, at the time of execution of this MSA or an Ordering Document, expressly agree in writing to supersede such PowerSchool State DPA with a separately negotiated data privacy agreement executed by and between the Parties ("Negotiated DPA"), such Negotiated DPA shall govern the Customer Data processed under this Agreement. Such Negotiated DPA, if existing, shall be executed and either submitted with the applicable Ordering Document or separately returned to PowerSchool as a stand-alone document. The Parties agree to comply with the PowerSchool State DPA or the Negotiated DPA, as applicable, and such applicable DPA shall supplement the terms of this Agreement.

3.4 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 the Services when available within the applicable Service. Customer agrees to keep a record of such training and PowerSchool may request to see them as part of compliance verification.

4. PROPRIETARY RIGHTS

4.1 PowerSchool Services 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 Services and PowerSchool Software. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Services or PowerSchool Software, or the Intellectual Property Rights owned or licensed by PowerSchool.

4.2 Transaction Data. Notwithstanding anything to the contrary, PowerSchool has the right to collect and use Transaction Data solely 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 Services 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 Services and for other development, diagnostic and corrective purposes in connection with the Services and other PowerSchool products and services, and (ii) use De-identified Data for internal use only and for training and conducting demonstrations.

4.4 Feedback. If Customer or any User provides PowerSchool with any suggestions, comments, enhancement requests, or other feedback relating to the PowerSchool Services 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 Services and PowerSchool Software such Feedback (excluding any Customer Confidential Information contained in the Feedback).

4.5 PowerSchool Trademarks. PowerSchool exclusively owns all of its Trademarks associated with the Services. No right or license is granted by this Agreement to their use.

4.6 No Use of Trademarks. Except as set forth below, 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).

4.7 Marketing. 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 the Services 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 legalnotices@powerschool.com, and the email subject line must state "Trademark Consent Withdrawal". After such thirty (30) day period, the foregoing license will terminate, and PowerSchool will remove Customer's Trademarks from its website and cease from creating any new marketing material containing the same. However, 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.

5. CONFIDENTIALITY.

5.1 Confidential Information. Each Party (as may disclose or make available Confidential Information to the other Party. "Confidential Information" means non-public information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including business and marketing plans, technology and technical information, product plans, roadmaps, and designs, and business processes. Confidential Information of Customer includes Customer Data; and Confidential Information of PowerSchool includes the Services, PowerSchool Software, and, subject to Section 5.4 (Public Records Act), the terms of this Agreement and each Ordering Document (including pricing). However, Confidential Information does not include any information that the Receiving Party can reasonably demonstrate by written or other documentary records: (i) is or becomes publicly known or available without breach of any obligation owed to the Disclosing Party; (ii) was known by the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party; or (iv) is independently developed by the Receiving Party without the aid, application or use of the Confidential Information. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the Parties in connection with the evaluation of additional PowerSchool services.

5.2 Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors, sub-processors and agents who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. 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.

5.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

5.4 Public Record Act. Notwithstanding anything herein to the contrary, 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.

6. FEES AND PAYMENT.

6.1 Fees. Customer agrees to pay PowerSchool for all fees charged for the Services consistent with the terms on the Quote and invoice. Unless Customer provides PowerSchool with evidence of its tax-exemption status, Customer will be responsible for paying 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 Quote or invoice will be in the currency set forth in the applicable Quote.

6.2 Enrollment Increases. If fees for any of the Services are based on quantity or student count and Customer accesses such Services with more than the quantity identified in the applicable Quote, then Customer will pay the fees for the excess usage based on its then-current per individual and support fees. Any such increase in quantity will be maintained through the end of the then-current subscription period.



6.3 Payment. Unless otherwise set forth in the applicable Quote or invoice, Customer shall make all payments on or before the due date specified on the applicable invoice by the method specified on the invoice. PowerSchool may accept credit card payment; however, credit card payments shall subject Customer to a transaction fee and a \$250,000 transaction limit. Subject to the “Payment Disputes” section below, if an invoiced amount is overdue by thirty (30) or more days, PowerSchool reserves the right to charge a late fee of 1.5% monthly (18% annually) or the maximum rate allowed by law, whichever is lower, on the amounts overdue.

6.4 Payment Disputes. 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.

6.5 No Deductions or Setoffs. Subject to Customer’s right to dispute an invoice under Section 6.4 (Payment Dispute), all amounts payable to PowerSchool under this Agreement shall be paid by Customer to PowerSchool in full without any setoff, deduction, or withholding for any reason.

7. PRODUCT-SPECIFIC AND PASS-THROUGH TERMS.

7.1 Licensed Applications. If the Services include Licensed Applications, provision of such Licensed Applications may be subject to additional license terms identified at https://www.powerschool.com/Product-Specific-Terms_2024/, which terms are incorporated herein by reference and are required by PowerSchool’s licensors to pass through to Customer without any modification. Such licensors audit PowerSchool to ensure compliance with this requirement.,

7.2 Third-Party Software. Third-Party Software is licensed directly to the Customer pursuant to separate license terms between Customer and a third-party supplier. All support, warranties, and services related to Third-Party Software are provided by the supplier of the Third-Party Software under such third party’s terms and conditions, and not by PowerSchool. PowerSchool will have no obligations or liability regarding any Third-Party Software.

7.3 Product-Specific Terms. Certain Services may be subject to additional product-specific terms identified at https://www.powerschool.com/Product-Specific-Terms_2024/, which are incorporated herein by reference.

8. LIMITED WARRANTY.

PowerSchool warrants that the PowerSchool Software included in the Services 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 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 non-conformity 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), THE SERVICES, 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, AND ALSO ANY WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. 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 DISCLAIMER APPLY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

10. INDEMNIFICATION.

10.1 PowerSchool Indemnity. PowerSchool will defend Customer and its board members, officers, staff, employees and representatives (“**Customer Indemnitees**”) from and against any claim, demand, suit or proceeding brought by a third party against Customer Indemnitee (a “**Claim Against Customer**”): (i) alleging any Service, when used as authorized under



this Agreement, infringes or misappropriates a third party's Intellectual Property Rights; (ii) to the extent arising from the Services being provided in an unlawful manner or in violation of the Agreement or regulations; (iii) 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; or (iv) to the extent arising out of death, personal injury or damage to tangible property to the extent caused by PowerSchool personnel or subcontractors in their performance of the Services. PowerSchool will indemnify and hold Customer harmless from any damages, attorney fees, and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by PowerSchool in writing of, a Claim Against Customer.

10.1.1 Mitigation. If Customer's use of the Services is enjoined or, in PowerSchool's reasonable opinion, is likely to be enjoined, PowerSchool may (i) substitute for the Services, a substantially and functionally similar product(s) and documentation; (ii) procure for Customer the right to continue using the Services; 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 Services.

10.1.2 Exclusions. The above defense and indemnification obligations do not apply to the extent the Claim Against Customer arises from: (i) modifications to the Services by any party other than PowerSchool or its subcontractor; (ii) the combination of the Services with software, hardware, data, products or processes not provided by PowerSchool, if the Services or use thereof would not infringe without such combination; (iii) Customer's breach of this Agreement or violation of applicable law; or (iv) Customer Data, or any deliverables or components not provided by PowerSchool or its subcontractor.

10.2 Indemnification by Customer. To the extent permitted under applicable law, Customer will defend PowerSchool and its affiliates and each of their respective directors, officers, employees, representatives and agents (collectively, "PowerSchool Indemnitees") from and against any claim, demand, suit or proceeding brought by a third party against a PowerSchool Indemnitee (a "Claim Against PowerSchool") to the extent arising out of: (a) any Customer Data or use of Customer Data with the Services; (b) any information or content (other than PowerSchool-provided content) transmitted or submitted by Customer or its Users through the Services or shared with any third party; or (c) Customer's use of the Services or content therein in an unlawful manner or in violation of the Agreement. Customer will indemnify and hold PowerSchool harmless from any damages, attorney fees, and costs finally awarded against PowerSchool as a result of, or for amounts paid by PowerSchool under a settlement approved by Customer in writing of, a Claim Against PowerSchool. The above defense and indemnification obligations do not apply if a Claim Against PowerSchool arises from PowerSchool's breach of the Agreement or violation of applicable law.

10.3 Procedure. The indemnifying Party's obligations are expressly conditioned upon the following: (a) the indemnified Party will promptly notify the indemnifying Party in writing of any Claim Against Customer or Claim against PowerSchool, as applicable (the "Claim"); (b) the indemnifying Party will have sole control of the defense and settlement of the Claim; (c) the indemnified Party gives all reasonable assistance, at the indemnifying Party's expense, to facilitate the settlement or defense of the Claim; 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.

10.4 Sole and Exclusive Remedy. THIS "INDEMNIFICATION" SECTION STATES THE INDEMNIFYING PARTY'S SOLE LIABILITY TO, AND THE INDEMNIFIED PARTY'S EXCLUSIVE REMEDY AGAINST, THE OTHER PARTY FOR ANY THIRD-PARTY CLAIM DESCRIBED IN THIS SECTION.

11. LIMITATION OF LIABILITY.

11.1 EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR FUNDING, REVENUES, GOODWILL, OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, AND EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11.2 CAP ON MONETARY LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT AS STATED HEREIN, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH



PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THE EXCLUDED CLAIMS EXCEED TWO TIMES (2X) THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

11.3 EXCEPTIONS. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY ARISING OUT OF A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD.

12. INSURANCE. Each Party will maintain, at its own expense during the Term, insurance appropriate to its obligations under this Agreement, including as applicable general commercial liability, errors and omissions, employer liability, cyber liability, automobile liability, and worker's compensation insurance as required by applicable law. PowerSchool's current certificate of insurance ("COI") is found at <https://www.powerschool.com/Certificate of Insurance 2024/>, which will be updated annually and not subject to any modifications by Customer. Upon Customer's request, PowerSchool agrees to include Customer as a certificate holder (but not as additional insured) on such COI. PowerSchool will provide notice and an updated COI to Customer in the event of a cancellation or other material change to the insurance coverage described in such COI. The obligation for PowerSchool to maintain insurance coverage as set forth herein shall in no way impact the terms of the "Limitation of Liability" Section.

13. TERM AND TERMINATION

13.1 Agreement Term. This Agreement commences on the Effective Date and continues until all the Services hereunder have expired or terminated pursuant to the terms of 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. The start date of the Subscription Term shall be the later of (i) the start date specified on the Quote, or (ii) the date last signed on the Quote (or if the Quote is not signed, then the date of the Customer purchase order received by PowerSchool referencing the applicable Quote number). Except as otherwise specified in the applicable Quote, Subscription Services will automatically renew for successive twelve (12) month periods, unless either Party gives the other Party written notice (email acceptable) at least sixty (60) days before the end date specified on the applicable Quote. Customer shall send any notice of non-renewal to nonrenewal@powerschool.com. Except as otherwise specified in the applicable Quote, renewal of Subscription Services will be subject to an uplift, and renewal of promotional or one-time priced subscriptions or licenses will be at PowerSchool's applicable list price in effect at the time of the applicable renewal.

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, to suspend any of Customer's Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit and whose payment has been declined, PowerSchool has given Customer at least ten (10) business days' prior notice that its account is overdue in accordance with the "Notices" section below. In addition, PowerSchool will have the right to suspend provision of the Services under this Agreement if: (a) Customer or User accessed or used the Services 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 Services; 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. A Party may terminate this Agreement for cause (i) upon 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such 30-day period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

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 Services specified on a Quote following the commencement of any succeeding fiscal year during which the Quote may continue, then Customer may terminate the Quote without liability for any termination charges 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 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 deemed reasonably sufficient by PowerSchool evidencing such non-appropriation of funds.

13.6 Mutual Termination. The Parties may terminate this Agreement by mutual written agreement.

13.7 No Other Termination Right. Except as expressly set forth in this Agreement, 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 (Product-Specific and Pass-Through Terms), 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. The protection of Customer Data as stated in the applicable DPA will survive any termination or expiration of this Agreement for so long as PowerSchool retains possession of Customer Data. Once the Customer Data has been made available to return to Customer and is permanently deleted, the executed DPA associated with this Agreement will automatically expire.

13.9 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. This Agreement will be governed by the laws of the country, territory, province, or state in which Customer resides or has its principal place of business, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act.

14.2 Venue. The state, provincial, and federal courts located the country, territory, province, state, or county in which Customer resides or has its principal place of business will have exclusive jurisdiction and venue over any dispute relating to this Agreement, and each Party consents to the exclusive jurisdiction of those courts.

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 by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

14.6 No Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

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. 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: Chief Legal Officer
150 Parkshore Drive,
Folsom, CA 95630
legalnotices@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 entity 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 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.

14.10 Export Compliance. Customer shall not use the Services for any reason if Customer or any User is subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority. Customer shall not use the Services to export or re-export any information or technology to any country, individual, or entity to which such export or re-export is restricted or prohibited.

14.11 Anti-Corruption. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

14.12 Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

14.13 Entire Agreement; Order of Precedence. 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, written or oral, discussions, understandings, arrangements, proposals, responses to proposals, and negotiations with respect to the same. The Parties acknowledge and understand that the disclaimers and limitations of liability set forth in this Agreement form an essential basis of the agreement between the Parties. The Parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes and SOWs) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable executed Quote, (2) the body of this Agreement; and (3) any referenced and applicable exhibit, schedule, addendum, or amendment to this Agreement. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

14.14 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

14.15 Counterparts. This Agreement may be executed electronically and in counterparts.



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 incorporated. In addition, for purposes of these Policies, the following definitions will apply:

- 1.1 “**Availability**” has the meaning set forth in Section 5.4 (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 applicable SaaS Subscription Service is unavailable to all of Customer’s Users.
- 1.4 “**Downtime Exclusions**” means events set forth in Section 5.5 (Downtime Exclusions), pursuant to which the applicable SaaS Subscription Service may not be available to Users but shall not be counted as Downtime for the purposes of calculation of the Availability.
- 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 applicable SaaS Subscription Service.
- 1.6 “**Errors**” means a reproducible failure of the applicable Subscription Service to operate in accordance with its standard Documentation, despite the proper installation and use of the Subscription Service 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 the applicable Subscription Service, the Documentation, or both.
- 1.7 “**Fix**” means a patch, service pack or corrective update of the applicable Subscription Service 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 the Subscription Service 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 applicable Subscription Service 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 applicable Subscription Service 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 the applicable Subscription Service issued by PowerSchool, which may include Fixes, together with such other modifications, updates, enhancements, and improvements to the Subscription Service that PowerSchool may, in its discretion, develop and deem ready for distribution and that PowerSchool standardly provides to all customers who have a current Support Services subscription to such Subscription Service.
- 1.10 “**Resolution Time**” means the time it takes for PowerSchool to restore access and/or functionality to the applicable 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 “**SaaS Subscription Service**” means a Subscription Service hosted by or on behalf of PowerSchool for Customer.
- 1.14 “**Scheduled Maintenance**” means planned downtime in or unavailability of the applicable Subscription Service for scheduled maintenance, system updates and patches, and system upgrades and similar reasons. PowerSchool shall notify Customer of Scheduled Maintenance in advance.
- 1.15 “**Support Services**” has the meaning set forth in the PowerSchool Main Services Agreement (2024 version) and as further described in Section 3.1 (Support) below that will be provided hereunder with respect to the applicable Subscription Service.
- 1.16 “**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.
- 1.17 “**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 the applicable Subscription Service.



L18 “User” has the meaning set forth in the PowerSchool Main Services Agreement (2024 version).

2. Support Term; Fees. Except as set forth in Section 3.2 (Custom Programs), Support Services are provided as part of Customer’s purchased SaaS 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 the on-premise Subscription Service 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 applicable PowerSchool Software or launch date when access to the on-premise Subscription Service is provided).

3. Support Services Scope. PowerSchool, or an entity under contract with and authorized by PowerSchool, will provide Support Services for the Subscription Services. 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 applicable Subscription Service; 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 the standard Support Services. In addition, to the extent that the applicable Subscription Service 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 the PowerSchool Support Portal.

Support Type	Availability
** PowerSchool Application Support (Chat/Phone/Portal)	Monday – Friday; 6:00 AM – 5:00 PM PST *Excludes PowerSchool Holidays
Access to PowerSchool Support Portal	24x7x365

** PowerSchool Support reserves the right to change phone support coverage hours based on operational needs with 30-day prior written notification to Customer (via email or through the PowerSchool Support Portal).

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 PowerSchool Support Portal 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: • 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 • For Connected Intelligence product only: data replication failures, partial data replication, data latency issues and network disruption that are unresolved for more than 4 hours	4 Business Hours
P2	Use this priority when the applicable Subscription Service is fully operational but is experiencing: • 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 within the PowerSchool Support Portal • account management needs • suspected development escalation ticket • For Connected Intelligence product only: data replication failures or partial data replication issues that are unresolved for less than 4 hours	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: • 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 Customer's production instance • For Connected Intelligence product only: Customer request(s) for changes to configuration	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 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 Customer within a reasonable time frame and to the reasonable satisfaction of Customer. PowerSchool will not provide support (and Support Services will not include) the scenarios specified below:

- 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 Subscription Service. 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 Support Portal for help on such items;
- undocumented Data Access Tags (DAT) codes, for the latest version of the Subscription Service.
- Open Database Connectivity (ODBC) complex queries or connections not covered in the PowerSchool Support Portal documentation;
- beta releases for which such issues must be sent through the beta participant process communicated when Customer was invited to that program;
- Advanced Learning Summit documentation, custom field Sales/Trainer solutions or other PowerSchool University provided solutions that are not part of the PowerSchool Support Portal knowledgebase documentation;
- building of reports via APEX or Enterprise Reporting;
- no code level support for application programming interface (API) / APEX API web developments/ single sig on (SSO) (SAML);
- SQL statements not provided by the applicable PowerSchool Software development organization;
- network / Internet connectivity issues outside of the PowerSchool hosting data center environment, including issues in the Customer's local network environment;
- User activity that adversely impacts application data, except for performing full database restore operations when requested;
- the performance impact of Customer's third-party application access to hosted application data;
- support for Third-Party Software and third-party applications; or
- 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 applicable Subscription Service other than as intended; (ii) any use in violation of this Agreement; or (iii) any unauthorized modifications made to the applicable Subscription Services by Customer or any third party. If PowerSchool provides Support Services that are determined by PowerSchool to be caused by Customer's or third party's actions, unauthorized use, or system changes, then PowerSchool may invoice Customer for the fees and expenses for such Support Services, and Customer shall pay such invoice in accordance with the terms of the Agreement.

5. Hosting Service Level Agreement. To the extent that Customer purchases a SaaS Subscription Service, the following sections provide general information for the SaaS Subscription Service applicable to the PowerSchool Software that is hosted by or on behalf of PowerSchool for Customer. For clarity, the following sections and any hosting service level commitments do not apply to customers who host their own instances of the PowerSchool Software.

51 Backup and Recovery. The SaaS Subscription Services include 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. Either point-in-time or full database backups are performed to achieve recovery target as indicated in Section 52 (Disaster Recovery).

52 Disaster Recovery. Disaster recovery and data continuity plans exist for all PowerSchool's 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 as required by infrastructure changes. PowerSchool's recovery time objective ("RTO") is forty-eight (48) hours. The 48-hour RTO means that within forty- eight (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 twenty-four (24) hours prior to the time the first transaction is lost or from the time the SaaS Subscription Service became unavailable.



53 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 SaaS Subscription Service 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.

54 Availability Targets. PowerSchool will make commercially reasonable efforts to ensure that each of the hosted PowerSchool Software provided as part of the SaaS Subscription Service is available for Customer to access ("Availability") at a level of 99.9% per calendar month, excluding Downtime Exclusions pursuant to Section 5.5 (Downtime Exclusions) below. Downtime tracking will be measured on a 24/7/365 basis.

a. 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

b. Availability of the applicable SaaS Subscription Service on a calendar month is calculated as follows: (Total

$$\frac{\text{Service Minutes} - \text{Total Downtime Minutes}}{\text{Total Service Minutes per calendar month}} \times 100$$

"**Total Downtime Minutes**" means the sum of the minutes for all Downtime for a specific SaaS Subscription Service within a single calendar month, excluding any Downtime Exclusions. "**Total Service Minutes**" means the total number of minutes in a given calendar month (based on 60 minutes per hour, 24 hours per day, for each day within a calendar month). If Customer has been accessing the applicable SaaS Subscription for less than a full calendar month, then the days within such calendar month prior to access of the applicable SaaS Subscription Service will be deemed to have had 100% Availability. All measurements concerning this commitment including Downtime event start and resolution time will be maintained and reported by the Cloud Operations team. 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 the Availability for the particular SaaS Subscription Service requested for the applicable month.

55 Downtime Exclusions. The following are considered "**Downtime Exclusions**" and shall not be calculated as Downtime for the purposes of measuring Availability as set forth in Section 5.4 (Availability Targets):

- a. Scheduled Maintenance,
- b. scheduled Downtime,
- c. Emergency Maintenance,
- d. Performance degradation pursuant to Section 5.3 (Performance Degradation),
- 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's Users or 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 Customer's voluntary action to restart the SaaS Subscription Service (e.g., if Customer restarts the Student Information System (SIS) SaaS Subscription Service causing an outage),
- i. unavailability as a result of failure of the Customer's or User's network infrastructure,
- j. unavailability as a result of failure of the Customer's or User's connection to the internet, and
- k. 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.



PROFESSIONAL SERVICES POLICY

This document sets forth the additional policy and expectations supporting PowerSchool's provision of Professional Services to Customer in connection with a Subscription Service provided pursuant to the 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 reasonably 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 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, Customer will also pay PowerSchool for travel expenses (lodging, meals, transportation, and other related expenses) that are incurred in the performance of the Professional Services and that approved by Customer in advance. 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 from the start date of the Quote, 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. Unless otherwise agreed to in the applicable Quote or SOW, 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 detailing the agreed changes, including any impact to the fees and expenses. Any such Change Order may be agreed upon by the Parties and approved by Customer via e-mail. Any scope changes will be made pursuant to the terms set forth in this document 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 in the Agreement.

7. Data Loads. Successful implementation of Subscription Service(s) requires proper data loads in specific formats and layouts. PowerSchool will inform Customer of the specific instructions such as data file layouts to support the data load for the implementation of a Subscription Service. If 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 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.



Data Privacy Agreement Schedule

UNITED STATES	Link to the Applicable Data Privacy Agreement (“DPA”)
ALABAMA	Alabama 2024 Statewide DPA Terms are the same as the DPA as executed with Alabama State Department of Education on November 17, 2022.
ALASKA	Alaska 2024 Statewide DPA Terms are the same as the DPA as executed with Fairbanks North Star Borough School District on February 27, 2023.
ARIZONA	Arizona 2024 Statewide DPA Terms are the same as the DPA as executed with Chandler Unified District on April 19, 2023.
ARKANSAS**	Arkansas 2024 Statewide DPA Terms are the same as the DPA as executed with Arkansas Department of Education on May 9, 2022.
CALIFORNIA**	California 2024 Statewide DPA Terms are the same as the executed DPA negotiated with large California school district on March 29, 2023.
COLORADO	Colorado 2024 Statewide DPA Terms are the same as the executed DPA negotiated with School District No. 1 the City and County of Denver signed Sept 21, 2023.
CONNECTICUT	Connecticut 2024 Statewide DPA Terms are the same as the DPA as executed with Bristol Public Schools on September 22, 2022.
DELAWARE	Delaware 2024 Statewide DPA Terms are the same as the DPA as executed with Delaware State Department of Education on November 20, 2023.
DISTRICT OF COLUMBIA	District of Columbia 2024 Statewide DPA Terms are the same as the DPA as executed with the DC Office of the State Superintendent of Education (OSSE) in 2024.
FLORIDA	Florida 2024 Statewide DPA Terms are the same as the DPA as executed with the State of Florida Department of Education on September 29, 2023.
GEORGIA	Georgia 2024 Statewide DPA Terms are the same as the DPA as executed with the Georgia Department of Education on September 8, 2022.
HAWAII	Hawaii 2024 Statewide DPA Terms are the same as the DPA as executed with the Hawaii State Department of Education on August 3, 2022.
IDAHO	Idaho 2024 Statewide DPA Terms are the same as the DPA as executed with the Idaho Department of Education on October 23, 2023.
ILLINOIS**	Illinois 2024 Statewide DPA * Terms are the same as the executed DPA negotiated with the Board of Education of the Rockford Public School District No. 205, Winnebago and Boone Counties, Illinois on March 4, 2024.
INDIANA	Indiana 2024 Statewide DPA Terms are the same as the negotiated DPA executed with Indiana Department of Education on December 29, 2023.
IOWA	Iowa 2024 Statewide DPA Terms are the same as the DPA as executed with the Des Moines Public School District on September 19, 2023.
KANSAS	Kansas 2024 Statewide DPA Terms are the same as the DPA as executed with the Kansas City School District on April 22, 2022.
KENTUCKY	Kentucky 2024 Statewide DPA Terms are the same as the negotiated DPA executed with the Board of Education of Jefferson County Kentucky on November 16, 2022.
LOUISIANA	Louisiana 2024 Statewide DPA Terms are the same as the DPA as executed with the Louisiana Department of Education on June 26, 2023.
MAINE**	- For Main Service Agreements executed May 1, 2025 or after: Maine 2025 Statewide DPA. * Terms are the same as the DPA as executed with the Hopkinton Public Schools on October 19, 2024. - For Main Service Agreements executed prior to May 1, 2025: Maine 2024 Statewide DPA. * Terms are the same as the DPA as executed with the Maine State Department of Education on August 4, 2022.
MARYLAND	Maryland 2024 Statewide DPA Terms are the same as the DPA as executed with the Maryland State Department of Education on July 14, 2022.

**State on consortium website [SDPC Resource Registry – Student Data Privacy Consortium \(SDPC\) \(a4i.org\)](#) Customer may execute this DPA by executing and uploading the respective Exhibit E: General Offer of Privacy Terms or emailing a completed and executed Exhibit E to

legalnotices@powerschool.com.

PowerSchool Main Services Agreement
Last Updated: 05.01.2025

1



MASSACHUSETTS**	- For Main Service Agreements executed May 1, 2025 or after: Massachusetts 2025 Statewide DPA. *Terms are the same as the negotiated DPA executed with the Hopkinton Public Schools on October 19, 2024. - For Main Service Agreements executed prior to May 1, 2025: Massachusetts 2024 Statewide DPA. *Terms are the same as the negotiated DPA executed with the Public Schools of Northborough and Southborough on July 26, 2021.
MICHIGAN	Michigan 2024 Statewide DPA Terms are the same as the DPA as executed with the Ottawa Area Intermediate School District on March 23, 2022.
MINNESOTA	Minnesota 2024 Statewide DPA Terms are the same as the DPA as executed with the Edina Public School District on April 27, 2022.
MISSISSIPPI	Mississippi 2024 Statewide DPA Terms are the PowerSchool 2024 Standard DPA.
MISSOURI**	- For Main Service Agreements executed May 1, 2025 or after: Missouri 2025 Statewide DPA. *Terms are the same as the negotiated DPA executed with the Monett R-1 School District on April 24, 2025. - For Main Service Agreements executed prior to May 1, 2025: Missouri 2024 Statewide DPA. *Terms are the same as the DPA as executed with the Francis Howell School District on June 22, 2023.
MONTANA	Montana 2024 Statewide DPA Terms are the same as the DPA as executed with the State of Montana Office of Public Instruction on June 29, 2023.
NEBRASKA	Nebraska 2024 Statewide DPA Terms are the same as the DPA as executed with the Omaha Public Schools on September 14, 2022.
NEVADA	Nevada 2024 Statewide DPA Terms are the same as the DPA as executed with the Washoe County School District on July 6, 2023.
NEW HAMPSHIRE**	New Hampshire 2024 Statewide DPA *Terms are the same as the negotiated DPA with Manchester School District–SAU 37 on July 5, 2024.
NEW JERSEY	New Jersey 2024 Statewide DPA Terms are the same as the DPA as executed with the Bridgewater Raritan School District on June 21, 2022.
NEW MEXICO	New Mexico 2024 Statewide DPA Terms are the same as the DPA as executed with the Farmington Municipal School District 5 on January 9, 2023.
NEW YORK	New York 2024 Statewide DPA Terms are the same as the negotiated DPA executed with The Board of Education of the City of New York on April 1, 2023; Customer may include its own Parents Bill of Rights.
NORTH CAROLINA	North Carolina 2024 Statewide DPA Terms are the same as the DPA as executed with the North Carolina Department of Public Instruction on November 28, 2023.
NORTH DAKOTA	North Dakota 2024 Statewide DPA Terms are the PowerSchool 2024 Standard DPA.
OHIO**	- For Main Service Agreements executed May 1, 2025 or after: Ohio 2025 Statewide DPA. *Terms are the same as the negotiated DPA executed with the Hopkinton Public Schools on October 19, 2024. - For Main Service Agreements executed prior to May 1, 2025: Ohio 2024 Statewide DPA. *Terms are the same as the negotiated DPA executed with the Mentor Exempted Village Schools on November 3, 2023.
OKLAHOMA	Oklahoma 2024 Statewide DPA Terms are the same as the DPA as executed with the Mustang Public Schools on March 10, 2023.
OREGON	Oregon 2024 Statewide DPA Terms are the same as the DPA as executed with the Linn Benton Lincoln Education Service District on February 16, 2023.
PENNSYLVANIA	Pennsylvania 2024 Statewide DPA Terms are the same as the DPA as executed with the Pennsylvania State Department of Education on September 13, 2022.
RHODE ISLAND**	- For Main Service Agreements executed May 1, 2025 or after: Rhode Island 2025 Statewide DPA. *Terms are the same as the negotiated DPA executed with the Hopkinton Public Schools on October 19, 2024. - For Main Service Agreements executed prior to May 1, 2025: Rhode Island 2024 Statewide DPA. *Terms are the same as the negotiated DPA executed with the Public Schools of Northborough and Southborough on July 26, 2021.
SOUTH CAROLINA	South Carolina 2024 Statewide DPA Terms are the PowerSchool 2024 Standard DPA.
SOUTH DAKOTA	South Dakota 2024 Statewide DPA Terms are the PowerSchool 2024 Standard DPA.

**State on consortium website [SDPC Resource Registry – Student Data Privacy Consortium \(SDPC\) \(a4i.org\)](#) Customer may execute this DPA by executing and uploading the respective Exhibit E: General Offer of Privacy Terms or emailing a completed and executed Exhibit E to

legalnotices@powerschool.com.

2

PowerSchool Main Services Agreement
Last Updated: 05.01.2025



TENNESSEE	- For Main Service Agreements executed May 1, 2025 or after: Tennessee 2025 Statewide DPA. * Terms are the same as the negotiated DPA executed with the Hopkinton Public Schools on October 19, 2024. - For Main Service Agreements executed prior to May 1, 2025: Tennessee 2024 Statewide DPA. * Terms are the same as the negotiated DPA as executed with the Rutherford County Board of Education on August 15, 2024.
TEXAS**	Texas 2024 Statewide DPA * Terms are the same as the negotiated DPA executed with the Amarillo Independent School District on September 17, 2024.
UTAH	Utah 2024 Statewide DPA Terms are the same as the DPA as executed with the Washington County School District (UT) on May 12, 2022.
VERMONT**	- For Main Service Agreements executed May 1, 2025 or after: Vermont 2025 Statewide DPA. *Terms are the same as the negotiated DPA executed with the Hopkinton Public Schools on October 19, 2024. - For Main Service Agreements executed prior to May 1, 2025: Vermont 2024 Statewide DPA. * Terms are the same as the negotiated DPA executed with the Champlain Valley School District on February 24, 2022.
VIRGINIA**	- For Main Service Agreements executed May 1, 2025 or after: Virginia 2025 Statewide DPA. *Terms are the same as the negotiated DPA executed with the Hopkinton Public Schools on October 19, 2024. - For Main Service Agreements executed prior to May 1, 2025: Virginia 2024 Statewide DPA. * Terms are the same as the negotiated DPA executed with the Newport News Public Schools on June 27, 2023.
WASHINGTON	Washington 2024 Statewide DPA Terms are the same as the DPA as executed with the Kent School District on March 4, 2022.
WEST VIRGINIA	West Virginia 2024 Statewide DPA Terms are the PowerSchool 2024 Standard DPA.
WISCONSIN	Wisconsin 2024 Statewide DPA Terms are the PowerSchool 2024 Standard DPA.
WYOMING	Wyoming 2024 Statewide DPA Terms are the PowerSchool 2024 Standard DPA.

For Canada, India, United Arab Emirates, and All Other Territories outside of the United States:
[PowerSchool 2024 Global DPA](#)

**State on consortium website [SDPC Resource Registry – Student Data Privacy Consortium \(SDPC\) \(a4i.org\)](#) Customer may execute this DPA by executing and uploading the respective Exhibit E: General Offer of Privacy Terms or emailing a completed and executed Exhibit E to

legalnotices@powerschool.com.

3

PowerSchool Main Services Agreement
Last Updated: 05.01.2025



PRODUCT SPECIFIC AND PASS-THROUGH TERMS

Certain of the Subscription Services include Licensed Applications licensed by PowerSchool's licensors, who require PowerSchool to pass through these terms to its customers without any modification and have the right to audit PowerSchool's compliance to this requirement. This document contains such pass-through terms and conditions, which do not apply to all the Services in general. Additionally, certain of the Services may be subject to additional terms specific to such Services and only apply if Customer licenses those specified Services.

ACCESSIBILITY

1. **Accessibility.** PowerSchool is committed to supporting accessibility, as declared in its public statement on accessibility (See [PowerSchool Product Accessibility Statement | PowerSchool](#)). PowerSchool agrees and certifies that all web-accessible content, services, and applications provided under this Agreement to the district, school, board, its staff, students, and parents are accessible to the extent reported on in the applicable Voluntary Product Accessibility Template (VPAT) for the licensed service. Such VPATs are available via a secure platform. If there are any gaps in accessibility reported in the VPAT, PowerSchool further agrees to document timeline for its product and engineering teams to address such gaps, making that confidential timeline available to the Customer upon written request. To the extent the Customer is required to provide accommodations under the Americans with Disabilities Act (ADA), PowerSchool will ensure that its systems and services conform, at a minimum, to all applicable laws, regulations, and guidance, including the ADA, Section 504 of the Rehabilitation Act of 1973, and WCAG 2.1 Level AA. PowerSchool will continue to have its services evaluated to the framework and guidelines of the Web Content Accessibility Guidelines (WCAG) 2.2, Level AA or higher. However, PowerSchool shall not be responsible for compliance issues arising from any portion of the system or content developed or provided by the Customer.

PASS-THROUGH TERMS RELATING TO LICENSED APPLICATIONS.

1. **Oracle.** The following terms are applicable to a certain Licensed Application known as Oracle Database Enterprise Edition (the "**Oracle Software**") from Oracle USA, Inc. ("**Oracle**"):
 - a) Oracle Database Enterprise Edition (Oracle Software) is subject to a restricted license for use only with PowerSchool Subscription Services.
 - b) Oracle has no liability for any damages arising from the use of Subscription Services or Oracle Software.
 - c) Customer may not (1) publish benchmark test results for Oracle Software, (2) use Oracle Software for external services (e.g., rental, hosting), (3) modify Oracle Software markings or proprietary notices, or (4) reverse engineer, disassemble, or decompile Oracle Software.
 - d) PowerSchool or its designee may audit Customer's use of Oracle Software and report results to Oracle.
 - e) Notwithstanding anything to the contrary, Oracle will be a third-party beneficiary of this Agreement. Application of the Uniform Computer Information Transaction Act is excluded.
 - f) 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.
2. **GPL Software.** Certain Licensed Applications included with the Subscription Services may be free software licensed under the terms of the GNU General Public License ("**GPL**"). Customer can obtain source code for GPL software upon written request to PowerSchool (media/handling fees may apply). GPL software is provided AS IS, without any warranties.
3. **Illuminate (for item bank).** The following terms are applicable to a certain Licensed Application 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) Customer has a non-exclusive, non-transferable license to use Illuminate assessment items ("**Illuminate Content**") within the state in which Customer is located for formative student assessments only.
 - b) Customer is strictly prohibited from using or promoting any items in the Illuminate Content as high stakes assessments.
 - c) Illuminate retains all intellectual property rights to Illuminate Content.
 - d) Customer's license terminates upon the earlier of: (i) termination of the Customer PowerSchool Agreement or (ii)



- termination of PowerSchool's Illuminate distribution rights.
- e) Illuminate reserves the right to modify or delete Illuminate Content items.
 - f) Illuminate may request assessment data (which may include a consistent, unique, pseudo student identifier (not student district ID), demographics, and individual responses for assessments created with the Illuminate Content) from PowerSchool (complying with applicable privacy laws and regulations).
 - g) ILLUMINATE MAKES NO WARRANTIES WHATSOEVER, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES ABOUT THE VALIDITY, FAIRNESS, OR QUALITY OF CUSTOMER-CREATED ASSESSMENTS USING ILLUMINATE CONTENT. ILLUMINATE IS NOT RESPONSIBLE FOR THE CONTENT, ACCURACY, COMPLETENESS OR ADEQUACY OF ANY STATE STANDARDS ACCESSIBLE THROUGH THE SUBSCRIPTION SERVICES.
 - h) ILLUMINATE HAS NO LIABILITY UNDER THE CUSTOMER-POWERSCHOOL AGREEMENT. IN NO EVENT SHALL ILLUMINATE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHER INDIRECT DAMAGES. UNDER NO CIRCUMSTANCES SHALL ILLUMINATE BE LIABLE FOR DAMAGES EXCEEDING FEES PAID TO ILLUMINATE BY POWERSCHOOL ON BEHALF OF CUSTOMER IN THE PRECEDING 12 MONTHS PRECEDING SUCH CLAIM.
4. **Services that Include Cognos.** If Customer purchases Subscription Services that include a Licensed Application identified under the name "Cognos" in the Customer's Quote ("**Cognos Component Systems**"), the following terms apply:
- a) International Business Machines Corp. ("**Cognos**") owns the Cognos Component Systems.
 - b) Restrictions on Use of Cognos Component Systems.
 - i. Customer can only use the software in object code form, and only with PowerSchool software. Except for the right of use that is expressly provided to Customer under the Agreement, no right, title or interest in or to the Cognos Component System(s) is granted to Customer.
 - ii. Cognos is not liable for damages caused by Customer's use of the Cognos Component Systems.
 - iii. Notwithstanding anything to the contrary, Cognos is a third-party beneficiary of this Agreement.
 - iv. Usage is limited by the number of users, functions, and systems specified in the quote.
 - v. Data extraction, analysis, and reporting are allowed only with specific components as defined in the quote.
 - c) Warranty.
 - i. Cognos offers a 30-day warranty for functionality and media quality.
 - ii. Customer's sole remedy for warranty breaches is repair, replacement, or refund (at Cognos' discretion).
5. **Services that Include YouTube™.** The following terms are applicable to Customer's use of YouTube within each listed Subscription Service below.
- a) Within PowerBuddy™. Any video output a User receives while interacting with PowerBuddy is sourced from YouTube, and the User's use of the video is governed by the [YouTube's Terms of Service](#) and [Google's Privacy Policy](#). The video output is based on the description of the assignment from the instructor and the User's subsequent prompts into PowerBuddy. No Personal Data is sent to YouTube from PowerSchool. Any processing of Personal Data within PowerBuddy is governed by the Main Services Agreement between Customer and PowerSchool.
 - b) Within Schoology. Video content from YouTube may be selected by instructors and assigned to students within Customer's Schoology instance. YouTube is only enabled within Schoology when Customer adds YouTube via the APIClient, and agrees to be bound by [YouTube's Terms of Service](#) and [Google's Privacy Policy](#). No Personal Data is sent to YouTube from PowerSchool. Any processing of Personal Data within Schoology is governed by the Main Services Agreement between Customer and PowerSchool.
6. **Services that Include Acquia/Monsido.** The following terms are applicable to a certain Licensed Application known as Monsido, from the provider Acquia (the "**Acquia Software**" "**Services**") (only to the extent that Customer purchases a Subscription Service that includes or otherwise licenses such Acquia Software):
- a) Responsibilities. Customer shall (i) access and use the Acquia Software in accordance with this Agreement, applicable laws and government regulations and Acquia's [Acceptable Use Policy](#) incorporated herein by reference, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Acquia Software, and notify Acquia promptly of any such unauthorized access or use, and (iii) take commercially reasonable steps necessary to ensure the security and compliance of the Licensed Application.
 - b) Customer Data. Customer has and shall maintain all rights as are required to allow Acquia to provide the Services to Customer as set forth in this Agreement, including without limitation to send the customer data relevant to the Services to Acquia pursuant to this Agreement and to allow Acquia to access, use, and store such customer data to provide the Services pursuant to this Agreement. Customer is responsible for its legal and regulatory compliance in its use of any Acquia Software and shall make Acquia aware of any customer data processed, stored, or transmitted through the Services. If, in the course of providing Services, Acquia agrees in writing to process such customer data and Customer has subscribed to any applicable Services, Acquia shall process it only as permitted under this Agreement and in compliance with data protection legislation to which Acquia is subject as a service provider.
 - c) Restrictions. Customer shall not (i) license, sublicense, sell, resell, rent, lease, transfer, distribute or otherwise similarly exploit the Services, (ii) use or permit others to use any security testing tools in order to probe, scan or attempt to penetrate or ascertain



the security of the Acquia Software, (iii) copy, create a derivative work of reverse engineer, reverse assemble, disassemble, or decompile the Acquia Software, or any part thereof or otherwise attempt to discover any source code or modify the Services, (iv) create a competitive offering based on the Services, and (v) disclose any benchmark or performance tests of the Services.

- d) **Security and Internal Controls.** Acquia shall (i) maintain a security framework of policies, procedures, and controls that includes administrative, physical, and technical safeguards for protection of the security and integrity of the Services, and of the customer data contained within the Services, using the capabilities of currently available technologies and in accordance with prevailing industry practices and standards, and (ii) access and use the customer data solely to perform its obligations in accordance with the terms of this Agreement. In no event during the subscription term shall Acquia materially diminish the protections provided by the controls set forth in Acquia's then-current Security Annex.

PRODUCT-SPECIFIC TERMS FOR SPECIFIED SUBSCRIPTION SERVICES.

1. **PowerSchool SIS Services.** If Customer purchases access to PowerSchool SIS, the following terms apply:
 - a) PowerSchool does not represent that its SIS products that include State Reporting Codes ("SRC") or Provincial Reporting Codes ("PRC") will fully meet all state/provincial reporting requirements. Where provided, SRC/PRC tools are intended to assist compliance, not guarantee it. Customer is responsible for understanding and complying with its own reporting requirements.
 - b) PowerSchool SIS includes the Font Software that is licensed under the SIL Open Font License, Version 1.1, available with a FAQ at <https://openfontlicense.org>.
2. **Naviance or My PowerSchool Services.** If Customer purchases Subscription Services that include the PowerSchool Naviance product with career or college-planning functionalities and features (collectively, "**Career Planning Services**"), Customer hereby expressly acknowledges that the college-planning functionality contained in the Career Planning Services includes certain features that allow students to view information from and interact with PowerSchool's higher education Intersect subscribers ("**ActiveMatch**"); and allow students to be presented with an opportunity establish an account on the platform "Match powered by Concourse", a platform owned and operated by a third party company, EAB Global, Inc., which enables students to receive admission and scholarship offers from higher education institutions ("**Match**"). ActiveMatch and Match are automatically active upon implementation of the Career Planning Services. Customer hereby represents and warrants having obtained voluntary informed consent from the student's parent or legal guardian prior to the use of the Career Planning Services by Users. ActiveMatch or Match may be turned off at any time after implementation of the Career Planning Services at the sole discretion and control of Customer. For clarity, no student or Customer information is shared with any Higher Education Institution unless the applicable student User has explicitly opted to send their information directly to the Higher Education Institution.
3. **Insights and Analytics Services.** If Customer purchases a Subscription Service within the Insights and Analytics product wheel (e.g., Analytics and Insights or Connected Intelligence) that requires the creation of a Customer-specific data warehouse, 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. PowerSchool's use of the Customer-Specific Data Warehouse and its process of the Customer Data shall at all times be subject to the terms of the PowerSchool State DPA or the Negotiated DPA (whichever is applicable) executed between Customer and PowerSchool. Customer-Specific Data Warehouse will not be aggregated or combined with any data of any other PowerSchool customers. In Connected Intelligence, PowerSchool can pull data (through API, database or flat file based replication) from PowerSchool data sources and non-PowerSchool sources. PowerSchool's ability to pull data from those non-PowerSchool resources is contingent upon Customer's ability to give PowerSchool access to the data.
4. **Services with Capability to Send Email and SMS Communications.** If Customer purchases any Subscription Services that include a capability to send email communications ("**Email**") or SMS communications or texting ("**SMS**"), Customer understands that standard SMS (texting) and data fees apply to all registered contacts who receive an SMS or Email sent out via the Subscription Services. PowerSchool is responsible for payment for all SMS sent FROM the Subscription Services. Customer is responsible for ensuring parents or registered contacts receiving such SMS have opted into the Subscription Services and messaging 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 all applicable laws, regulations, and conventions related to email and SMS communications ("**Communication Laws**"). In no event will PowerSchool be liable for Customer's use of SMS or Email communications. 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 or Email messages attributable to Customer's Internet service provider.
5. **PowerBuddy.** Under circumstances where PowerBuddy™ branded PowerSchool products are licensed by the Customer, the following supplemental AI specific terms will apply:



- a) Nature of AI products. The Parties acknowledge Customer desires to license product(s) from PowerSchool's suite of PowerBuddy™ products, which offer a narrow generative AI functionality. ("**GenAI Product(s)**").
- b) Right to Use. Subject to Customer's compliance with the applicable Agreement, inclusive of these AI specific terms ("**GenAI Terms**"), the Customer may use the GenAI Product, provided that such use is solely for Customer's internal use, and not for the commercial benefit of any third parties. Violations of these GenAI Terms may result in PowerSchool's suspension or termination of Customer's access to the GenAI Product.
- c) Ownership. As between the Parties, Customer owns all content inputs into the GenAI user interface ("**Prompts**") as well as any generated content based on such Prompts ("**Generated Content**"). Customer understands and acknowledges that the GenAI Feature may produce similar responses to similar prompts or queries from multiple users, and that Customer's rights in Generated Content may not be enforceable against other users of the GenAI Product(s). To the extent PowerSchool has any ownership interest in Generated Content, PowerSchool hereby assigns to Customer all rights, titles, and interests therein and thereto.
- d) Responsibility. Customer is responsible for the accuracy, truthfulness, consistency, and completeness, in any Prompts or any Generated Content used by Customer, and neither PowerSchool nor its sub-vendors will have any responsibility to review, nor any liability as to the accuracy thereof. Customer is responsible: (i) for ensuring that Prompts or Generated Content do not violate any applicable law or these GenAI Terms, (ii) to obtain any consents or government authorizations necessary for the collection, use and disclosure of all Prompts and Generated Content, and (iii) for its use of GenAI Products.
- e) Acknowledgement of Data Sub-processors. PowerSchool works with third-party vendors to offer its GenAI Product(s). These third-party vendors are data sub-processors of PowerSchool. Customer therefore acknowledges and authorizes PowerSchool to use such third-party sub-processors in connection with Customer's use of the GenAI Product.
- f) Query Allotment. When Customer purchases a PowerBuddy service (each, a "**PowerBuddy Product**"), Customer receives a pre-established allotment of queries ("**Base Query Allotment**") that is based on the student count tier corresponding to the number of students licensed by Customer to use the PowerBuddy Product. Each query is a request made to the applicable PowerBuddy Product by an authorized user during the subscription period. The Base Query Allotment is reset and replenished at midnight on July 1 of each calendar year regardless of when Customer purchased the PowerBuddy Product subscription. If Customer uses up all of its Base Query Allotment before July 1, Customer's access to the PowerBuddy Product will be disabled unless Customer buys an additional allotment of queries ("**Additional Query Allotment**"). Any Base and Additional Query Allotments remaining as of June 30 of each calendar year do not roll over to the next period, and are not refundable or creditable; however, the Base Query Allotment continues to reset and replenish on July 1, so long as Customer continues to be in contract and is in compliance with the terms of its contract. Customer's administrators can track query usage within the applicable PowerBuddy Product at any time.



GLOBAL DATA PRIVACY AGREEMENT

Data Controller – Customer defined as such in the MSA
Data Processor – PowerSchool Contracting Agency ("PowerSchool")



This Global Data Privacy Agreement ("DPA") supplements the license and service agreement for PowerSchool Services between PowerSchool ("Processor") and the entity identified below ("Customer" or "Controller"), effective as of the last signature date. It supplements and amends the terms of PowerSchool's Main Services Agreement or any existing agreement for PowerSchool's services and products ("the MSA"). PowerSchool's [Global Privacy Statement](#) presents the PowerSchool Privacy Principles which are enforced by this DPA. In case of a conflict between the MSA and this DPA regarding data processing and privacy responsibilities, this DPA prevails. PowerSchool and Customer are individually known as a "Party" and collectively referred to as "Parties."

The Parties are entering into this DPA to ensure that the processing by PowerSchool of Customer Data, within the service product by Customer and/or on based on the Customer's instructions, is done in a manner compliant with Applicable Law and its requirements regarding the processing of Customer Data. The Customer Data will be handled by PowerSchool and permitted third parties during the term of the MSA and after its termination on the following terms and conditions. Any capitalized terms not defined herein shall have the meaning given to them in the MSA.

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 defined in the applicable Privacy Law as mentioned in [Schedule 1-A](#).

- 1.1 "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 as mentioned in [Schedule 1-A](#).
- 1.2 "Designated Representative" means Customer or Processor employees as specified in the MSA to whom all notices required in this DPA will be sent.
- 1.3 "Restricted Transfer" means any transfer of Customer Data to a Third Country (as defined in the Jurisdiction Specific Terms), an international organization, or across national borders that would be prohibited by Applicable Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Applicable Data Protection Laws} in the absence of a lawful transfer mechanism or other evidence of adequate data protection standards.
- 1.4 "Subprocessor" means PowerSchool's subcontractors or agents, appointed by or on behalf of PowerSchool in PowerSchool's role as Processor to process Customer Data on behalf of Customer in accordance with the MSA.

2. **PowerSchool Products and Solutions.** PowerSchool Products and Services shall have the same meaning as the services or products which the Customer has agreed to obtain license to access and use from PowerSchool as mentioned in the applicable MSA and Quotes or SOW thereon.

3. **Processing of Customer Data.**

- 3.1 PowerSchool shall ensure that all persons authorized to process Customer Data (employees and Subprocessors), are bound by confidentiality obligations. These individuals shall process Customer Data strictly in accordance with the Customer's instructions and Applicable Laws.
- 3.2 PowerSchool may access and use Customer Data only on a need-to-know basis and as expressly authorized by the Customer, solely to fulfill its obligations under the MSA, this DPA, and any applicable Quote or Statement of Work. Such access or use shall be limited to the minimum extent necessary.
- 3.3 Unless expressly permitted by the Customer, PowerSchool shall not:
 - 3.3.1 Use, sell, rent, transfer, distribute, alter, or disclose Customer Data to any third party without prior written consent from the Customer, except as required by Applicable Law or the MSA;
 - 3.3.2 Use Customer Data for its own commercial benefit, including advertising or marketing directed toward children, parents, guardians, or Customer employees;



- 3.3.3. Use Customer Data to create a Student Profile other than as required to provide the contracted Services;
- 3.3.4. Store Customer Data outside the continental United States without prior written notice to the Customer Designated Representative, ensuring compliance with security standards and Applicable Law.
- 3.4. The Customer is the “Data Collector” or “School Official,” and PowerSchool is the “Data Processor.” The Customer ensures it has obtained consent from the Data Subject for:
 - 3.4.1. Collecting and processing Personal Information;
 - 3.4.2. Transferring or allowing access to Personal Information;
 - 3.4.3. Processing Personal Data to fulfill obligations under the MSA.
- 3.5. The Customer represents and warrants that it has obtained all necessary consents and government authorizations required by Applicable Law for PowerSchool to process Customer Data. PowerSchool shall not be liable for the Customer’s failure to obtain such consents or authorizations.
- 3.6. The Customer agrees to indemnify and hold PowerSchool and its Affiliates harmless from any claims, expenses, damages, or costs related to Data Subject consents and government authorizations. PowerSchool agrees not to edit or use Customer Data unless:
 - 3.6.1. Integral to the Services or permitted by the MSA or this DPA;
 - 3.6.2. Written consent is obtained from the Customer;
 - 3.6.3. Necessary to maintain the integrity of Customer Data.
- 4. **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 technical and organizational measures, see Schedule 1-B (Physical, Administration, and Technological Safeguards). PowerSchool shall make available to the Customer information necessary to demonstrate compliance with its obligations regarding providing security and maintaining compliance with PowerSchool’s security plan/program laid described in Schedule 1 – C.
- 5. **Subprocessors**
 - 5.1. Customer authorizes PowerSchool to appoint Subprocessors in accordance with this clause 5 and the MSA.
 - 5.2. PowerSchool will enter into written agreements (“**Subprocessor Agreement**”) whereby Subprocessors agree to secure and protect Customer Data in a manner consistent with the terms of this DPA and the MSA, including applicable mechanism for cross-border transfer of data. Accordingly, the Subprocessors shall:
 - 5.2.1. not disclose Customer Data, in whole or in part, to any third party, excluding vetted Subprocessor;
 - 5.2.2. not use any Customer Data to advertise or market to students or their parents/guardians;
 - 5.2.3. access, view, collect, generate and use Customer Data only as necessary to fulfill obligations under this DPA and the MSA;
 - 5.2.4. Delete or return all Customer Data, in its possession, custody or control, upon conclusion or termination of the work, as directed by the Customer through PowerSchool.
 - 5.2.5. implement industry standard reasonable physical, administrative, and technical safeguards to secure Customer Data from unauthorized disclosure, access and use.
 - 5.2.6. ensure that its employees and subcontractors having access to Customer Data have been adequately vetted, trained, and possess the necessary qualifications to comply with the terms of this DPA; and
 - 5.2.7. not re-identify or attempt to re-identify any De-identified Data or use De-identified Data in the possession of a third-party affiliate, thereby posing risks of re-identification.
 - 5.3. PowerSchool will periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this DPA and MSA.



6. **Data Subject Rights.**
 - 6.1. The Customer shall be primarily responsible for responding to Data Subject requests regarding Customer Data, under any Applicable Law. PowerSchool will reasonably cooperate and assist Customer in adapting PowerSchool's support of Customer regarding responding to Data Subject requests.
 - 6.2. For Data Subject requests, PowerSchool shall:
 - 6.2.1. promptly notify the Customer upon receipt of request from a Data Subject;
 - 6.2.2. reasonably cooperate and assist Customer in connection with requests, inquiries, and complaints from Data Subjects to whom the data relates or from data protection authorities; and
 - 6.2.3. not directly respond to the request except on documented instructions of the Customer.
7. **Return and Disposition of Customer Data.**
 - 7.1. Upon written request from Customer and in accordance with Section 13.9 (Return or Disposition of Customer Data) of the MSA, PowerSchool will return or 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. PowerSchool will not retain Customer Data beyond the necessary period for disposition and notify the Customer when all Customer Data has been returned/disposed/deleted.
 - 7.2. Customer must inform PowerSchool when Customer Data is no longer needed. PowerSchool will not dispose of Customer Data unless, the Customer provides affirmative written confirmation that it does not need to be transferred to a separate account.
 - 7.3. Upon termination PowerSchool will, at Customer's request and expense, securely transfer all Customer Data to a designated vendor's platform on a mutually agreed date and format. PowerSchool will provide the data in an industry-standard format but is not obligated to comply with the succeeding vendor's specific format requirements.
 - 7.4. Disposition includes the shredding of any hard copies of Customer Data, erasing or otherwise modifying the personal information to make it unreadable or indecipherable by human or digital means.
 - 7.5. Customer acknowledges that from the third (3) data retune requests during the term of the MSA, there may be a reasonable service fee attached.
 - 7.6. Customer may request partial disposal of Customer Data that is no longer needed, during the terms of the MSA. Such Partial disposal is subject to the Customer's request to transfer data to a separate account.
 - 7.7. PowerSchool agrees to assist Customer, at Customer's expense, to transfer any Customer Data so long as it is commercially reasonable to do so.
 - 7.8. If transfer or partial disposal is not commercially reasonable, PowerSchool will inform the Customer of the costs, and the Customer may choose to pay. If not, PowerSchool is not obligated to transfer the data.
 - 7.9. All transfers must comply with Applicable Law. PowerSchool is not liable for denying a transfer that does not comply with the law. Customer must indemnify PowerSchool for any transfer made at their request. PowerSchool may retain Customer Data if required by Applicable Law.
8. **Response to Legal Orders, Demands or Requests for Data.**
 - 8.1. 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.
 - 8.2. PowerSchool will not disclose (and will not instruct any of its employees or Subprocessors to disclose) in



any manner whatsoever any Customer Data to any third party unless:

- 8.2.1. 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;
- 8.2.2. such disclosure is permitted under Applicable Law;
- 8.2.3. 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.

9. Compliance with Applicable Law. The Parties acknowledge that Customer Data may include Personal Data that is subject to Applicable Law of the applicable jurisdiction. As such, Parties shall comply with all obligations under the Applicable Law that apply.

10. Termination. Upon the termination or expiration of the applicable MSA, and subject to agreed data return or transfer or disposal, this DPA will automatically terminate without any further action of the Parties. The obligations of PowerSchool and Customer, as necessary, under this DPA shall survive termination or expiration of this DPA or MSA, until all Customer Data has been returned or disposed.

11. Cross-Border Transfer of Data.

Where a data subject's Personal Data originates within a country requiring an adequate level of protection when disclosing or transferring such Personal Data outside the originating country, PowerSchool shall not disclose or transfer the Personal Data outside the originating country without ensuring an appropriate cross-border mechanism is in place to support such disclosures or transfers as required by Applicable Laws. Such safeguards will become an integral part of this DPA.

For all Customer Data disclosed or transferred from the European Economic Area or any other jurisdiction recognizing the Standard Contractual Clauses as a valid mechanism to transfer Personal Data to a Non-Adequate Country, Module 2 of the Standard Contractual Clauses are deemed as completed, and shall be an integral part of this DPA, provided that Parties agree that transfers to PowerSchool in the United States from the EU/EEA shall be valid as PowerSchool participates in the Data Privacy Framework program.

12. General Terms.

- 12.1. 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. 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.
- 12.2. 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 applicable Standard Contract Clauses, and (iii) then the DPA.
- 12.3. In the event that there is a conflict or inconsistencies between the MSA and this DPA concerning data processing and Parties' responsibilities, this DPA controls.

CUSTOMER: _____

By: _____ Date: _____

Printed Name: _____ Title/Position: _____

POWERSCHOOL GROUP, LLC

By: _____ Date: _____

Printed Name: _____ Title/Position: _____

5

PowerSchool – Global DPA 2024



SCHEDULE 1 – A

INCLUSIVE LIST OF APPLICABLE DATA PRIVACY LAWS *

Sr. No.	Country	Data Privacy Law applicable	Link to the Data Privacy law
1.	European Union (EU) and EEA	General Data Protection Regulation (GDPR)	General Data Protection Regulation (GDPR) – Legal Text (gdpr-info.eu)
2.	United States	Family Educational Rights and Privacy Act (FERPA) and other applicable state laws	FERPA Protecting Student Privacy (ed.gov)
3.	Canada	Personal Information Protection and Electronic Documents Act (PIPEDA)	The Personal Information Protection and Electronic Documents Act (PIPEDA) - Office of the Privacy Commissioner of Canada
4.	India	Digital Personal Data Protection Act, 2023	Digital Personal Data Protection Act 2023 Ministry of Electronics and Information Technology, Government of India (meity.gov.in)
5.	Argentina	Personal Data Protection Law No. 25,326; Regulatory Decree No. 1558/2001; Access to Public Law No. 27,275	Personal Data Protection Law – Law 25,326 - 2000; and Protection of Personal Data Decree 1558/2001
6.	Australia	Privacy Act, 1988	The Privacy Act OAIC
7.	Brazil	General Data Protection Law (LGPD)	Brazilian General Data Protection Law (LGPD, English translation) (iapp.org)
8.	China	Personal Information Protection Law (PIPL)	Personal Information Protection Law of the People's Republic of China (cdurl.cn)
9.	Egypt	Personal Data Protection Law No. 151 of 2020	Data-Protection-Law-Translation-dual-text.pdf (sharkawylaw.com)
10.	Israel	Protection of Privacy Law, 5741-1981	Protection of Privacy Law, 5741-1981 - unofficial translation.doc (www.gov.il)
11.	Jamaica	Data Protection Act of 2020	7 2020 The Data Protection Act
12.	Japan	Act on the Protection of Personal Information (APPI)	Act on the Protection of Personal Information - English - Japanese Law Translation
13.	Malaysia	Personal Data Protection Act 2010	Malaysia Federal Legislation (aqc.gov.my)
14.	Mexico	Federal Law on the Protection of Personal Data held by Private Parties (FDPL); Constitution of the United Mexican States, Privacy Notice Guidelines, Federal Consumer Protection Law	Ley Federal de Protección de Datos Personales en Posesión de los Particulares (Federal Law on the Protection of Personal Data held by Private Parties (FDPL))
15.	Morocco	Law No. 09-08, Decree no. 1-09-15; Consumer protection Law no. 31-08; Article 24 of the 2011 Constitution	Law No. 09-08 – relative à la protection des personnes physiques a l'égard du traitement des données à caractère personnel
16.	New Zealand	Privacy Act 2020	Privacy Act 2020 No 31 (as at 01 July 2024), Public Act Contents – New Zealand Legislation
17.	Philippines	Data Privacy Act of 2012	Republic Act 10173 - Data Privacy Act of 2012 - National Privacy Commission National Privacy Commission
18.	Qatar	Law No. 13 Concerning Personal Data Privacy protection Law ("PDPPL")	Law No. 13 Concerning Personal Data Privacy protection Law ("PDPPL") 2016



19.	Saudi Arabia	Personal Data Protection Law (PDPL)	Personal Data English V2-23April2023-Reviewed-.docx (sdaia.gov.sa)
20.	Singapore	Personal Data Protection Act 2012 (PDPA)	Personal Data Protection Act 2012 - Singapore Statutes Online (agc.gov.sg)
21.	South Africa	Protection of Personal Information Act (POPIA)	Protection of Personal Information Act 4 of 2013 South African Government (www.gov.za)
22.	South Korea	Personal Information Protection Act (PIPA)	PIPC, Korea
23.	Thailand	Personal Data Protection Act (PDPA)	thailand-personal-data-protection-act-2019-en.pdf (thainetizen.org)
24.	Tunisia	Personal Data Protection Act (PDPA)	Organic Act No. 2004-63 of 27 July 2004
25.	Turkey	Law on the Protection of Personal Data No. 6698	KİŞİSEL VERİLERİ KORUMA KURUMU KVKK Personal Data Protection Law
26.	United Arab Emirates	Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data	uaelegislation.gov.ae/en/legislations/1972/download
27.	United Kingdom	Data Protection Act 2018	Data Protection Act 2018 - GOV.UK (www.gov.uk)
28.	Uruguay	Law No. 18.331 – 2008 - Protection of Personal Data and Habeas Data Action () (Regulating Decree N° 414/009)	Ley de Protección de Datos Personals y Acción de Habeas Data
29.	Mississippi		
30.	North Dakota		
31.	South Carolina		
32.	South Dakota		
33.	West Virginia		
34.	Wisconsin		
35.	Wyoming		

*** Disclaimer. PowerSchool does not represent that links and context are the latest version of the applicable laws.**



SCHEDULE 1 – B

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 industry standard security controls 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. 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.
 - 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 NOA, PowerSchool shall provide access to information regarding PowerSchool's ISO 27001:2022 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.



- B.1 Personal Data Breach.** Customer agrees to notify PowerSchool immediately of any unauthorized use of Customer's accounts or any other breach of security.
- B.1.1. Upon PowerSchool's becoming aware of a Personal Data Breach of Customer Data, PowerSchool shall immediately investigate the Personal Data Breach. PowerSchool shall:
 - B.1.1.1 take steps to mitigate and remediate the Personal Data Breach;
 - B.1.1.2 notify the Customer without undue delay, and within the time period required by Applicable Law.
 - B.1.1.3 provide the Customer with sufficient information to determine any notification under Applicable Law.
 - Cooperate with Customer and take commercially reasonable steps to assist in an investigation of the Data Breach.
- B.2 Data Incident.** In the event Customer Data is accessed or obtained by an unauthorized individual or third party, PowerSchool will:
- B.2.1 provide notification to Customer within a reasonable amount of time of confirmation of the Incident, not exceeding seventy-two (72) hours.
 - B.2.2 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.3 Post Incident Process.** In the event of an Incident, PowerSchool will follow the following process:
- B.3.1 Provide a security incident notification written in plain language after confirmation of the incident.
 - B.3.2 The security incident notification will include, at a minimum, the following information:
 - B.3.2.1 The name and contact information of Customer's Designee or his/her designee for this purpose.
 - B.3.2.2 A list of the types of Customer Data that were or are reasonably believed to have been the subject of an incident.
 - B.3.2.3 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.3.2.4 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.3.2.5 A general description of the incident, if that information is possible to determine at the time the notice is provided.
 - B.3.3 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.3.4 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.3.5 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.



SCHEDULE I-C

POWERSCHOOL DATA SECURITY AND PRIVACY PLAN

Additional elements of PowerSchool's Data Security and Privacy Plan are as follows:

- (a) In order to comply with all Applicable Laws as related to data security and privacy requirements, PowerSchool follows its Data Security and Privacy Plan ("DSPP") and will: Review its data security and global privacy statement and practices to ensure that they are in conformance with all applicable federal, state, and local laws and the terms of this DSPP. In the event PowerSchool's policy and practices are not in conformance, PowerSchool will implement commercially reasonable efforts to ensure such compliance.
- (b) As required by the ISO 27001:2022, in order to protect the security, confidentiality and integrity of the Protected Data that it receives under the Agreement, PowerSchool will have the following reasonable administrative, technical, operational and physical safeguards and practices in place throughout the term of the Agreement:

Data Security:

- Data-at-rest & data-in-transit (motion) are encrypted.
- Data leak protections are implemented Information Protection Processes and Procedures. Data destruction is performed according to contract and agreements.
- A plan for vulnerability management is developed and implemented with protective technology.
- Log/audit records are ascertained, implemented, documented, and reviewed according to policy. Network communications are protected.

Identity Management, Authentication and Access Control:

- Credentials and identities are issued, verified, managed, audited, and revoked, as applicable, for authorized devices, processes, and users.
- Remote access is managed PowerSchool also conforms to the ISO 27001:2022 standard.

- (c) For any of its employees (or employees of any of its subcontractors or assignees) who have access to Protected Data, PowerSchool has provided or will provide training on the federal and state laws governing confidentiality of such data prior to their receiving access, as follows: Annually, PowerSchool will require that all of its employees (or employees of any of its subcontractors or assignees) undergo data security and privacy training to ensure that these individuals are aware of and familiar with all applicable data security and privacy laws.
- (d) In the event that PowerSchool engages any subcontractors, assignees, or other authorized agents to perform its obligations under the Agreement, it will require such subcontractors, assignees, or other authorized agents to execute written agreements requiring those parties to protect the confidentiality and security of Protected Data under applicable privacy laws.
- (e) PowerSchool will manage data security and privacy incidents that implicate Protected Data, including identifying breaches and unauthorized disclosures, and PowerSchool will provide prompt notification of any breaches or unauthorized disclosures of Protected Data. More information on how incidents are handled can be found in the Main Service Agreement ("MSA").

Certificate of Liability Insurance

Page 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com														
INSURED PowerSchool Group LLC 150 Parkshore Dr Folsom, CA 95630	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B: Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER C: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER D: National Fire & Marine Insurance Company</td> <td>20079</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Company	19682	INSURER B: Trumbull Insurance Company	27120	INSURER C: Hartford Casualty Insurance Company	29424	INSURER D: National Fire & Marine Insurance Company	20079	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Hartford Fire Insurance Company	19682														
INSURER B: Trumbull Insurance Company	27120														
INSURER C: Hartford Casualty Insurance Company	29424														
INSURER D: National Fire & Marine Insurance Company	20079														
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** W41271262 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒	COMMERCIAL GENERAL LIABILITY		10UUNBK0CV4	10/31/2025	10/31/2026	EACH OCCURRENCE	\$ 2,000,000
		CLAIMS-MADE ☒ OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 1,000,000	
			MED EXP (Any one person)				\$ 15,000	
			PERSONAL & ADV INJURY				\$ 2,000,000	
			GENERAL AGGREGATE				\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		POLICY ☒ PRO-JECT ☒ LOC						\$
	OTHER:							
B		AUTOMOBILE LIABILITY		10UENDS0862	10/31/2025	10/31/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		ANY AUTO					BODILY INJURY (Per person)	\$
		OWNED AUTOS ONLY	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	☒	HIRED AUTOS ONLY	☒ NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$
	☒	Comp: \$1,000	☒ \$1,000					\$
		UMBRELLA LIAB					EACH OCCURRENCE	\$
		EXCESS LIAB	☐ OCCUR				AGGREGATE	\$
			☐ CLAIMS-MADE					\$
		DED	RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N ☒ No	10WB BK0CVA	10/31/2025	10/31/2026	☒ PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Cyber Technology E&O			42-EPP-340551-01	04/10/2025	10/10/2026	Per Claim	\$5,000,000
							Aggregate	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Evidence Only

CERTIFICATE HOLDER

CANCELLATION

Evidence Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Patricia A. Fry</i>
---------------	---

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 28757820

BATCH: 4182820

