# Regular Meeting

Monday, August 10, 2026 7:00 PM
ECC Room 349, 5701 Normandale Road, Edina, MN 55424

I. **Determination of Quorum and Call to Order**

II. **Approval of Agenda**

**School Board Regular Meeting**
**Monday, August 10, 2026; 7:00 PM**
**ECC Room 349**

**I. Determination of Quorum and Call to Order**

**II. Approval of Agenda**

**III. Hearing from Members of the Public**

**IV. Consent Agenda**

A. Minutes: *July 13 work session and regular meeting; July 21 work session*
B. Personnel Recommendations
C. Check Register - July 2026
D. Electronic Fund Transfers - July 2026
E. Gifts and Bequests – July 2026
F. Enterprise Resource Planning (ERP) Software Contract Award
G. 2026-2027 Board Meeting Dates_amended

**V. Discussion/Report**

A. Summer Construction Update
B. Strategic Plan - Strategy C Recap
C. Board Compensation Analysis

**VI. Action**

A. 2026-2027 School Board Goals
B. 2026-2027 Superintendent Goals
C. Policy Review (208, 503, 520, 601, 616, 626)

**VII. Leadership and Committee Updates**

**VIII. Superintendent Updates**

**IX. Adjournment**

**X. Information**

A. Investment Summary - July 2026

NOTE: School Board members may participate by interactive technology as permitted by Minnesota Statute 13D.02

III. **Hearing from Members of the Public**

IV. **Consent**

IV.A. Minutes: *July 13 work session and regular meeting; July 21 work session*

INDEPENDENT SCHOOL DISTRICT 273
OFFICIAL MINUTES OF THE WORK SESSION OF JULY 13, 2026

WORK SESSION
5:00 PM

Edina Community Center
ECC 350

SCHOOL BOARD MEMBERS PRESENT:

Ms. Erica Allenburg
Mr. Dan Arom
Ms. Cheryl Barry
Mr. Michael Birdman
Ms. Karen Gabler
Mr. Elliot Mann

ABSENT:

Ms. Jennifer Huwe

PRESIDING OFFICER: Chair Karen Gabler

5:01 PM - 7:00 PM

ADMINISTRATIVE STAFF PRESENT:

Dr. Daniel Bittman, Superintendent
Nate Swenson, Assistant Superintendent
Dr. Anne Marie Leland, Director of Community Education and Strategic Partnerships
Nathaniel Lindley, Director of Media and Technology Services
Sonya Sailer, Executive Director of Human Resources
Mert Woodard, Director of Finance and Operations

CERTIFIED CORRECT:

_____
Ms. Karen Gabler, Chair

CERTIFIED CORRECT:

_____
Ms. Erica Allenburg, Clerk

draft

(Official Publication)
MINUTES OF THE WORK SESSION
OF THE SCHOOL BOARD DISTRICT 273 EDINA, MINNESOTA
JULY 13, 2026

5:01 PM Chair Gabler called to order the work session of the School Board. Members present: Allenburg, Arom, Barry, Birdman, Gabler, Mann. Staff present: Bittman, Swenson, Leland, Lindley, Sailer, Woodard.

APPROVAL OF AGENDA

DISCUSSION

A. Potential Referendum & Future Funding (primarily related to Safety & Security)

LEADERSHIP UPDATES

CLOSED SESSION: Land Acquisition Considerations. The school board may close a meeting to determine the asking or offering price, to review confidential or protected nonpublic appraisal data, or to develop or consider offers for buying or selling property. The specific property must be identified before closing and on the recording. A list of persons at the meeting must be made available to the public after the meeting. This closed meeting must be electronically recorded and the recording made available after the property is purchased or sold.

ADJOURNMENT

The meeting was adjourned at 7:00 PM. The minutes and resolutions are open to public inspection on the district website, and on file at the district office, 5701 Normandale Road.

Ms. Karen Gabler, Chair Ms. Erica Allenburg, Clerk

draft

OFFICIAL MINUTES OF SCHOOL BOARD'S
JULY 13, 2026 WORK SESSION

5:01 PM Chair Gabler called to order the work session of the School Board. Members present: Allenburg, Arom, Barry, Birdman, Gabler, Mann. Staff present: Bittman, Swenson, Leland, Lindley, Sailer, Woodard.

## APPROVAL OF AGENDA

Member Allenburg moved and Member Arom seconded to approve the agenda. All members voted Aye. The motion passed unanimously.

## DISCUSSION

Potential Referendum & Future Funding (primarily related to Safety & Security): Follow-up discussion from May presentation, including technology levy and staffing, strategic and facilities planning, and timeline and fiscal planning.

At 6:18 PM, Member Gabler moved and Member Arom seconded to close the meeting. All members voted Aye. The motion passed unanimously. Board members moved to the superintendent's conference room.

## CLOSED SESSION

CLOSED SESSION: Land Acquisition Considerations. The school board may close a meeting to determine the asking or offering price, to review confidential or protected nonpublic appraisal data, or to develop or consider offers for buying or selling property. The specific property must be identified before closing and on the recording. A list of persons at the meeting must be made available to the public after the meeting. This closed meeting must be electronically recorded and the recording made available after the property is purchased or sold.

At 6:59 PM Member Mann moved and Member Birdman seconded to reopen the meeting. All members voted Aye. The motion passed unanimously.

## ADJOURNMENT

At 7:00 PM, Member Barry moved, and Member Arom seconded to adjourn the meeting. All members voted Aye. The motion passed unanimously.

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INDEPENDENT SCHOOL DISTRICT 273
OFFICIAL MINUTES OF THE REGULAR MEETING OF JULY 13, 2026

REGULAR MEETING
7:00 PM

Edina Community Center Room 349
5701 Normandale Road, Edina

SCHOOL BOARD MEMBERS PRESENT:

Ms. Erica Allenburg
Mr. Dan Arom
Ms. Cheryl Barry
Mr. Michael Birdman
Ms. Karen Gabler
Mr. Elliot Mann

ABSENT:

Ms. Jennifer Huwe

PRESIDING OFFICER: Chair Karen Gabler

7:04 PM - 7:59 PM

ADMINISTRATIVE STAFF PRESENT:

Dr. Daniel Bittman, Superintendent
Nate Swenson, Assistant Superintendent
Jody De St. Hubert, Director of Teaching and Learning
Daphne Edwards, Director of Marketing and Communications
Jennifer Froehlich, Director of Student Support Services
Dr. Anne Marie Leland, Director of Community Education and Strategic Partnerships
Sonya Sailer, Executive Director of Human Resources
Mert Woodard, Director of Finance and Operations

CERTIFIED CORRECT:

_____
Ms. Karen Gabler, Chair

CERTIFIED CORRECT:

_____
Ms. Erica Allenburg, Clerk

(Official Publication)
MINUTES OF THE REGULAR MEETING OF THE SCHOOL BOARD
DISTRICT 273 EDINA, MINNESOTA JULY 13, 2026

7:04 PM Chair Gabler called to order the regular meeting of the School Board. Members present: Allenburg, Arom, Barry, Birdman, Gabler, Mann. Staff present: Bittman, Swenson, De St. Hubert, Edwards, Froehlich, Leland, Sailer, Woodard.

APPROVAL OF AGENDA

HEARING FROM MEMBERS OF THE PUBLIC

CONSENT

A. Minutes: *June 8 work session and regular meeting*; *June 16 work session*; *June 26 retreat*
B. Personnel Recommendations
C. Check Register - June 2026
D. Electronic Fund Transfers - June 2026
E. Gifts and Bequests – June 2026
F. Audit Services – Fiscal Year 2026
G. Minnesota School Boards Association (MSBA) 2026-2027 Membership
H. Association of Metropolitan School Districts (AMSD) 2026-2027 Membership
I. BrightWorks 2026-2027 Membership
J. Minnesota State High School League (MSHSL) 2026-2027 Membership
K. Edina e-Learning Day Plan 2026-2027
L. Mid-year Board Liaison Re-Assignments

DISCUSSION

A. School Board Goals 2026-2027
B. Superintendent Goals 2026-2027
C. Policy Review (208, 503, 520, 601, 616, 626)

ACTION

A. Student Handbooks for 2026-2027
B. Long-Term Facilities Maintenance Plan – Fiscal Years 2028-2037
C. Proposed 2026-2028 Collective Bargaining Agreement Between Independent School District 273 and the Edina Administrative Council (EAC)
D. Proposed 2026-2028 Collective Bargaining Agreement Between Independent School District 273 and the Service Employees International Union, Local 284, Transportation Employees – *to be walked in*
E. Policy Review (410, 539, 618, 629, 902)

LEADERSHIP AND COMMITTEE UPDATES

SUPERINTENDENT UPDATES

INFORMATION

A. Investment Summary - June 2026
B. Summary of Edina Public School District Year-End Superintendent Evaluation

ADJOURNMENT

The meeting adjourned at 7:59 PM. The minutes and resolutions are open to public inspection on the district website, and on file at the district office, 5701 Normandale Road.

Ms. Karen Gabler, Chair

Ms. Erica Allenburg, Clerk

OFFICIAL MINUTES OF SCHOOL BOARD'S
JULY 13, 2026 REGULAR MEETING

7:04 PM Chair Gabler called to order the regular meeting of the School Board. Members present: Allenburg, Arom, Barry, Birdman, Gabler, Mann. Staff present: Bittman, Swenson, De St. Hubert, Edwards, Froehlich, Leland, Sailer, Woodard.

## APPROVAL OF AGENDA

Member Arom moved and Member Mann seconded to approve the agenda. All members voted Aye. The motion passed unanimously.

## CONSENT

Member Allenburg requested to remove the Edina e-Learning Day Plan 2026-2027 from the consent agenda; Member Birdman moved and Member Allenburg seconded; all members voted Aye by roll call.

Member Birdman moved and Member Mann seconded to approve the consent agenda without the Edina e-Learning Day Plan 2026-2027 item. All members voted Aye. The motion passed unanimously.

The resolutions were:

A. Minutes: *June 8 work session and regular meeting*; *June 16 work session*; *June 26 retreat*
B. Personnel Recommendations
C. Check Register - June 2026
D. Electronic Fund Transfers - June 2026
E. Gifts and Bequests – June 2026
F. Audit Services – Fiscal Year 2026
G. Minnesota School Boards Association (MSBA) 2026-2027 Membership
H. Association of Metropolitan School Districts (AMSD) 2026-2027 Membership
I. BrightWorks 2026-2027 Membership
J. Minnesota State High School League (MSHSL) 2026-2027 Membership
K. Edina e-Learning Day Plan 2026-2027
L. Mid-year Board Liaison Re-Assignments

Member Allenburg requested clarification on the Edina e-Learning Day Plan 2026-2027 item and Dr. Bittman shared that the Edina e-Learning Day Plan is related to inclement weather.

Member Mann moved and Member Arom seconded to approve the Edina e-Learning Day Plan 2026-2027 item. All members voted Aye. The motion passed unanimously.

## DISCUSSION

School Board Goals 2026-2027: School Board goals for 2026-2027 were discussed.

Superintendent Goals 2026-2027: Superintendent goals for 2026-2027 were discussed.

Policy Review (208, 503, 520, 601, 616, 626): Policy Committee members presented the following policies for discussion. These policies will move forward for approval at the next regular meeting.

- Policy 208 Development, Adoption, and Implementation of Policies
- Policy 503 Student Attendance
- Policy 520 Student Surveys
- Policy 601 Educational Competencies, Academic Standards, and Instructional Curriculum
- Policy 616 School District System Accountability
- Policy 626 Independent Provider Activity Programs

## ACTION

Student Handbooks for 2026-2027: Member Birdman moved and Member Arom seconded to approve the motion. All members voted Aye. The motion passed unanimously.

Long-Term Facilities Maintenance Plan – Fiscal Years 2028-2037: Member Mann moved and Member Allenburg seconded to approve the motion. All members voted Aye. The motion passed unanimously.

Proposed 2026-2028 Collective Bargaining Agreement Between Independent School District 273 and the Edina Administrative Council (EAC): Member Arom moved and Member Mann seconded to approve the motion. All members voted Aye. The motion passed unanimously.

Proposed 2026-2028 Collective Bargaining Agreement Between Independent School District 273 and the Service Employees International Union, Local 284, Transportation Employees: Member Birdman moved and Member Mann seconded to approve the motion. All members voted Aye. The motion passed unanimously.

Policy Review (410, 539, 618, 629, 902): Member Mann moved and Member Allenburg seconded to approve the motion. All members voted Aye. The motion passed unanimously.

- Policy 410 Family Medical Leaves
- Policy 539 Internships and Shadowing
- Policy 618 Assessment, Grading and Reporting of Student Progress
- Policy 629 Student Fundraising
- Policy 902 Use of School District Facilities and Equipment

## LEADERSHIP AND COMMITTEE UPDATES

Member Birdman thanked everyone who participated in the Edina 4th of July Parade.

Chair Gabler pointed out the summary of the superintendent evaluation in the Information section of the board packet.

## SUPERINTENDENT UPDATES

Dr. Bittman mentioned the Regional Mayors meeting that he attended earlier in the day, and on-going planning for 2026-2027.

## ADJOURNMENT

At 7:59 PM, Member Birdman moved, and Member Mann seconded to adjourn the meeting. All members voted Aye. The motion passed unanimously.

INDEPENDENT SCHOOL DISTRICT 273
OFFICIAL MINUTES OF THE JOINT WORK SESSION OF JULY 21, 2026

WORK SESSION
5:00 PM

Edina City Hall
and Virtual

SCHOOL BOARD MEMBERS PRESENT:

Mr. Dan Arom
Ms. Cheryl Barry
Mr. Michael Birdman
Ms. Karen Gabler - virtual
Mr. Elliot Mann

ABSENT:

Ms. Erica Allenburg
Ms. Jennifer Huwe

PRESIDING OFFICER: Vice Chair Cheryl Barry

5:05 PM - 6:43 PM

ADMINISTRATIVE STAFF PRESENT:

Dr. Daniel Bittman, Superintendent
Nate Swenson, Assistant Superintendent
Dr. Anne Marie Leland, Director of Community Education and Strategic Partnerships
Mert Woodard, Director of Finance and Operations

CERTIFIED CORRECT:

_____
Ms. Karen Gabler, Chair

CERTIFIED CORRECT:

_____
Ms. Erica Allenburg, Clerk

draft

(Official Publication)
MINUTES OF THE JOINT WORK SESSION
OF THE SCHOOL BOARD DISTRICT 273 EDINA, MINNESOTA
JULY 21, 2026

5:05 PM Mayor Hovland called to order the work session of the City Council. School Board Members present: Arom, Barry, Birdman, Gabler (virtual), Mann. Staff present: Bittman, Swenson, Leland, Woodard.

DISCUSSION

A. Welcome, Introduction and Vision
B. The Changing Face of Edina Families: Trends & Data
C. Financial Stewardship & Comparative Analysis
D. Navigating Barriers: Land, Infrastructure, and Safety
E. Strategic Dialogue: The Spring 2027 Bond Pillars
F. Conclusion and Collaborative Next Steps

ADJOURNMENT

The meeting was adjourned at 6:43 PM. The minutes and resolutions are open to public inspection on the district website, and on file at the district office, 5701 Normandale Road.

Ms. Karen Gabler, Chair Ms. Erica Allenburg, Clerk

draft

OFFICIAL MINUTES OF SCHOOL BOARD'S
JULY 21, 2026 JOINT WORK SESSION

5:05 PM Mayor Hovland called to order the work session of the City Council. School Board Members present: Arom, Barry, Birdman, Gabler (virtual), Mann. Staff present: Bittman, Swenson, Leland, Woodard.

## DISCUSSION

Welcome, Introduction and Vision: Mayor Hovland greeted everyone and introductions were made. Dr. Bittman shared an overview of the discussion topics.

The Changing Face of Edina Families: Trends & Data: Dr. Leland shared an overview of the Early Learning and Family Center, and Kids Club offerings, process, and recent history of waitlists.

Financial Stewardship & Comparative Analysis: Director Woodard shared an overview of the district's financial health and stewardship, and a comparative look at Edina's bond frequency versus neighboring districts as well as Edina's capital levy investment relative to other districts.

Navigating Barriers: Land, Infrastructure, and Safety: Logistical constraints, available parcels, and utility restrictions were discussed.

Strategic Dialogue: The Spring 2027 Bond Pillars: Possible future funding structure and partnership opportunities were discussed.

Conclusion and Collaborative Next Steps: Possible next steps were discussed.

## ADJOURNMENT

At 6:43 PM, the meeting was adjourned.

## IV.B. Personnel Recommendations

**Meeting Date:** August 10, 2026

**Title:** Personnel Recommendations

**Type:** Consent

**Presenter:** Sonya Sailer, Executive Director of Human Resources

**Description:** Personnel recommendations are made monthly. These conditional offers of employment are subject to successful completion of a criminal background check, I-9 Employment Eligibility Verification and, where applicable, the issuance of the required license. Salary subject to change upon verification of correct step and lane placement.

**Recommendation:** Approve the attached personnel recommendations.

**Attachment:**

1. Report (next page)

## LICENSED STAFF

### A. RECOMMENDATIONS FOR EMPLOYMENT

| *Name* | *Building* | *Position* | *Wage* | *Date* |
|---|---|---|---|---|
| AYENI, MICHAEL | SV | SOCIAL STUDIES TEACHER, 1.0 FTE | $52,926.00 | 08/24/2026 |
| BROWN, JEANNE | EHS | SCHOOL COUNSELOR, 1.0 FTE | $79,631.00 | 08/24/2026 |
| REUVERS, MARLA | CN | OCCUPATIONAL THERAPIST (LONG-TERM SUBSTITUTE) | $287.64/DAY | 08/24/2026-06/08/2027 |
| SANDMANN, BROOKE | HL | GRADE 1 TEACHER (LONG-TERM SUBSTITUTE) | $287.64/DAY | 08/24/2026-01/21/2027 |
| STOMMES, PAMELLA | VV | MATHEMATICS TEACHER (LONG-TERM SUBSTITUTE) | $287.64/DAY | 08/24/2026-12/18/2026 |
| WILLS, ERIGENIA | ELFC | PRESCHOOL TEACHER, 1.0 FTE | $90,340.00 | 08/24/2026 |

### B. 2026-27 ADDITIONAL DUTY DAY ASSIGNMENTS

| *Name* | *Building* | *Position* | *Wage* | *Number of Days* |
|---|---|---|---|---|
| BRAUCHLA, WHITNEY | SV | SPECIAL EDUCATION FACILITATOR | $8,191.63 | 15 |
| HARLEY, SANDRA | DW | DISTRICT LITERACY LEAD | $9,240.90 | 15 |
| SENN, KAITLIN | ELFC | SPECIAL EDUCATION FACILITATOR | $7,261.47 | 15 |

### C. RESIGNATIONS, RETIREMENTS, TERMINATIONS

| *Name* | *Building* | *Position* | *Date* |
|---|---|---|---|
| HECKT, JOHN | DW | ELEMENTARY DIGITAL LEARNING SPECIALIST, 1.0 FTE | 06/02/2026 |
| JOHNSON, APRIL | ELFC | PRESCHOOL TEACHER, 0.66 FTE | 06/02/2026 |
| MOLLEDAHL, MACKENZIE | ELFC | PRESCHOOL TEACHER, 0.66 FTE | 08/01/2026 |
| PAMPUSCH, POLLY | VV | MULTILINGUAL TEACHER, 1.0 FTE | 06/02/2026 |
| WETZEL, KRISTIN | EHS | INTERVENTION TEACHER, 1.0 FTE | 06/02/2026 |

### D. CHANGE OF EMPLOYMENT STATUS

| *Name* | *Building* | *Assignment Change* | *Wage* | *Date* |
|---|---|---|---|---|
| ARTIS, SEAN | EHS | FROM: EA SPED PARA<br>TO: SPED TEACHER (LONG-TERM SUBSTITUTE) | $287.64/DAY | 08/31/2026-11/20/2026 |

| | | | | |
|---|---|---|---|---|
| BASS, CARLY | ND | ADD: READING INTERVENTION TEACHER, 0.3 FTE | $20,194.50 | 08/24/2026 |
| NGUYEN, DAN | ECSE | FROM: EA SPED PARA<br>TO: ECSE TEACHER, 0.9 FTE | $47,633.40 | 08/24/2026 |
| TIKALSKY, LIBBY | ND | FROM: EA SPED PARA<br>TO: SPED TEACHER, 1.0 FTE | $52,926.00 | 08/24/2026 |

## E. OVERLOAD ASSIGNMENTS

| *Name* | *Building* | *Position* | *Wage* | *Date* |
|---|---|---|---|---|
| HALVORSON, JODI | SV | UNIFIED PHYSICAL EDUCATION TEACHER, 0.083 FTE | $9,879.74 | 08/24/2026-06/08/2027 |
| MCCAULEY, RYAN | SV | UNIFIED PHYSICAL EDUCATION TEACHER, 0.083 FTE | $6,448.69 | 08/24/2026-06/08/2027 |

## F. REQUEST FOR LEAVE OF ABSENCE

| *Name* | *Building* | *Position* | *Anticipated Dates of Leave* |
|---|---|---|---|
| BELL, MICAELA | ND | SOCIAL WORKER | 08/24/2026 - 12/18/2026 |
| CULVER, ANNIKA | CN | PE/DAPE TEACHER | 08/24/2026 - 10/23/2026 |
| RICE, ABIGAIL | SV | SOCIAL WORKER | 11/30/2026 - 04/02/2027 |
| SHAW, LINNEA | HL | GRADE 1 TEACHER | 08/24/2026 - 01/21/2027 |
| SMITH, SARAH | EHS | SPED TEACHER | 10/22/2026 - 12/03/2026 |

# NON-LICENSED STAFF

## A. RECOMMENDATIONS FOR EMPLOYMENT

| *Name* | *Building* | *Position* | *Wage* | *Date* |
|---|---|---|---|---|
| BARBARI, LISA | CV | INSTRUCTIONAL ASSISTANT | $24.30/HOUR | 09/02/2026 |
| BONETE,VALERIA | CV | MEDIA ASSISTANT | $25.16/HOUR | 08/24/2026 |
| CAMPBELL, SCOTT | TC | BUS DRIVER | $27.44/HOUR | 07/20/2026 |
| GROSSMAN, FRED | TC | BUS DRIVER | $28.00/HOUR | 07/17/2026 |
| IARROBINO, ALLISON | HL | EA SPED PARA | $23.50/HOUR | 09/02/2026 |
| MARTE, SARAH | SV | SECURITY MONITOR | $26.00/ HOUR | 08/31/2026 |
| MONRO, JOY | CV | EA SPED PARA | $25.60/HOUR | 09/02/2026 |
| MUHAMMAD. SHAHEED | VV | SECURITY MONITOR | $23.30/HOUR | 08/31/2026 |

| | | | | |
|---|---|---|---|---|
| SHANNON, ERIC | ECC | BOARD CERTIFIED BEHAVIOR ANALYST (BCBA) | $94,307.00 | 08/10/2026 |
| SWANTON, MILO | TC | BUS DRIVER | $28.00/HOUR | 07/28/2026 |
| TENBENSEL, CHARLES | VV | EA SPED PARA | $26.00/HOUR | 08/31/2026 |
| WANG, WENJING | VV | EA SPED PARA | $23.30/HOUR | 08/31/2026 |
| WHEELER, ERICA | HL | EA SPED PARA | $25.60/HOUR | 09/02/2026 |

## B. RESIGNATIONS, RETIREMENTS, TERMINATIONS

| *Name* | *Building* | *Position* | *Date* |
|---|---|---|---|
| BURNS, ELYSA | ND | HEALTH SERVICE ASSOCIATE | 05/29/2026 |
| BURNS, HEATHER | HL | EA SPED PARA | 05/29/2026 |
| DAVIDSON, ERIN | HL | EA SPED PARA | 05/29/2026 |
| DENNISTON, REBECCA | VV | OFFICE ASSISTANT - E | 06/01/2026 |
| FISCHER, JODY | ELC | OFFICE ASSISTANT - D | 06/12/2026 |
| FLORES, PAIGE | CS | EA SPED PARA | 05/29/2026 |
| HILLIGOSS-MOE, SARAH | DW | MTSS AND EXTENDED LEARNING COORDINATOR | 08/14/2026 |
| JACOB, JESSICA | ELC | INSTRUCTIONAL ASSISTANT | 05/29/2026 |
| JARRETT, MYLES | EHS | EA OPTIONS PARA | 07/01/2026 |
| MUNSON DANIELS, TAMI | SV | EA SPED PARA | 05/29/2026 |
| STROMBERG, MADISON | CS | EA SPED PARA | 05/29/2026 |

## C. CHANGE OF EMPLOYMENT STATUS

| *Name* | *Building* | *Assignment Change* | *Wage* | *Date* |
|---|---|---|---|---|
| GATYAS, THOMAS | ECC | FROM: FACILITIES SCHEDULER<br>TO: PERFORMING ARTS FACILITIES COORDINATOR | $84,495.00 | 07/15/2026 |

## D. REQUEST FOR LEAVE OF ABSENCE

| *Name* | *Building* | *Position* | *Anticipated Dates of Leave* |
|---|---|---|---|
| MORRISON, JOHN | VV | CUSTODIAN | 07/06/2026 - 09/30/2026 |

# COMMUNITY EDUCATION SERVICES STAFF

## A. RECOMMENDATIONS FOR EMPLOYMENT

| *Name* | *Building* | *Position* | *Wage* | *Date* |
|---|---|---|---|---|
| ALEXANDER, WREN | HL | KIDS CLUB LEAD | $17.48/HOUR | 08/24/2026 |
| BOBE, RAHMA | ND | KIDS CLUB LEAD | $17.48/HOUR | 08/24/2026 |
| CANSLER, MEGGIE | ND | KIDS CLUB LEAD | $22.21/HOUR | 08/24/2026 |
| CARR, ANTANIA | CN | KIDS CLUB LEAD | $22.21/HOUR | 08/24/2026 |
| LEWIS, GABRIELLE | CC | KIDS CLUB SITE LEAD | $24.05/HOUR | 08/03/2026 |
| MENDOZA HERNANDEZ, ABRAHAM | CV | KIDS CLUB LEAD | $17.48/HOUR | 08/24/2026 |

## B. RESIGNATIONS, RETIREMENTS, TERMINATIONS

| *Name* | *Building* | *Position* | *Date* |
|---|---|---|---|
| BAUER, ABIGAIL | CC | KIDS CLUB LEAD | 05/29/2026 |
| BERGREN, ANDERS | ND | KIDS CLUB LEAD | 05/29/2026 |
| CHO, ANNIE LOUISE | CN | KIDS CLUB LEAD | 07/31/2026 |
| CRAMER, LINDSEY | HL | KIDS CLUB LEAD | 05/29/2026 |
| DRAKE, MARGARET | ND | KIDS CLUB LEAD | 07/14/2026 |
| FONTANES, ISABELLA | CC | ENRICHMENT SITE LEAD | 07/21/2026 |
| HAUGEN, CHARLES | ND | KIDS CLUB LEAD | 05/29/2026 |
| HASSAN, AISHA | CS | KIDS CLUB LEAD | 07/28/2026 |
| HESSE, ALEXANDER | CV | KIDS CLUB LEAD | 08/14/2026 |
| HOLM, VICENT | CN | KIDS CLUB LEAD | 07/31/2026 |
| LAUER, ANSLEY | CC | KIDS CLUB LEAD | 05/29/2026 |
| MARENTETTE, CHARLES | HL | KIDS CLUB LEAD | 05/29/2026 |
| MORROW, ISSABELA | HL | KIDS CLUB LEAD | 05/29/2026 |
| MCCRACKEN, FIONA | ND | KIDS CLUB LEAD | 05/29/2026 |
| ROMERO-LAUSIN, AMELIA | CS | KIDS CLUB LEAD | 06/18/2026 |
| SCHAFFNER, AURORA | CN | KIDS CLUB LEAD | 07/14/2026 |
| SCHMIDTKE, LILLIA | HL | KIDS CLUB LEAD | 05/29/2026 |

| | | | |
|---|---|---|---|
| TOMAS, MOLLY | CC | KIDS CLUB LEAD | 05/29/2026 |
| WADE, KATHERINE | ND | KIDS CLUB LEAD | 05/29/2026 |
| WEINGART, ELLA | CN | KIDS CLUB LEAD | 05/29/2026 |
| YANG, ANNA | CN | KIDS CLUB LEAD | 07/31/2026 |

## C. CHANGE OF EMPLOYMENT STATUS

| *Name* | *Building* | *Position* | *Wage* | *Date* |
|---|---|---|---|---|

NONE.

## D. REQUEST FOR LEAVE OF ABSENCE

| *Name* | *Building* | *Position* | *Anticipated Dates of Leave* |
|---|---|---|---|

NONE.

IV.C. Check Register - July 2026

**Board Meeting Date:** 8/10/2026

**Title:** Check Register – July 2026

**Type:** Consent

**Presenter(s):** Mert Woodard – Executive Director, Finance & Operations

**Description:** Presented for approval by the Board of Education are monthly disbursement totals, by fund, for the month of July 2026:

| Fund | Amount |
|---|---|
| General | $6,823,829.27 |
| Community Service | 175,876.93 |
| Building-Construction | 76,327.74 |
| Debt Service | 1,425.00 |
| **Total** | **$7,077,458.94** |

**Recommendation:** Approve the disbursements as presented for the month of July 2026.

**Desired Outcomes from the Board:** Compliance with Minn. Stat. § 123B.02 Subd. 18.

**Attachments:**

1. Check Register – July 2026

IV.D. Electronic Fund Transfers - July 2026

**Board Meeting Date:** 8/10/2026

**Title:** Electronic Transfers – July 2026

**Type:** Consent

**Presenter(s):** Mert Woodard – Executive Director, Finance & Operations

**Description:** State law requires a list of all transactions made by electronic funds transfer be submitted to the Board of Education at the next Regular Meeting after the transaction.

**Recommendation:** Authorize the electronic fund transfers as presented for the month of July 2026 in the amount of $12,987,853.89.

**Desired Outcomes from the Board:** Compliance with Minn. Stat. § 471.38 Subd. 3a.

**Attachments:**

1. **Electronic Fund Transfers – July 2026**

IV.E. Gifts and Bequests - July 2026

**Board Meeting Date:** 8/10/2026

**Title:** Gifts & Bequests – July 2026

**Type:** Consent

**Presenter(s):** Mert Woodard – Executive Director, Finance & Operations

**Description:** The attached report describes gifts and bequests made to the District during the month of July 2026.

**Recommendation:** Accept with appreciation gifts and bequests made to the District in the amount of $109,645.75.

**Desired Outcomes from the Board:** Compliance with District Policy 709 and Minn. Stat. § 123B.02, Subd. 6.

**Attachments:**

1. **Gifts & Bequests – July 2026**

## IV.F. Enterprise Resource Planning (ERP) Software Contract Award

**Board Meeting Date:** 8/10/2026

**Title:** Enterprise Resource Planning Software Contract Award

**Type:** Consent

**Presenter(s):** Mert Woodard – Executive Director, Finance & Operations

**Description:** The District's enterprise resource planning (ERP) software supports finance and human resources operations across the organization. To ensure the District is served by a system that meets its current security, internal control, integration, and reporting requirements, the administration engaged its procurement agent to source a cloud-based ERP platform via a request for proposals (RFP). Three vendors responded to the District's RFP - PowerSchool, Region 1, and Skyward.

Based on the District's required specifications the administration has determined it advantageous to award the contract to Skyward, Inc. for its Qmlativ School Business Suite.

The proposal from Skyward totals $808,912 over six years, consisting of $362,164 in one-time implementation, data migration, and training costs. License fees are held flat for the first four years of the agreement. Implementation would begin following execution of the agreement, with a target go-live date of between October 1, 2027 and April 1, 2028.

The administration expects the District to save approximately $189,929 in overall cost by transitioning from its current provider to Skyward.

**Recommendation:** Authorize the Executive Director of Finance & Operations to execute all documents necessary to award the Enterprise Resource Planning software contract to Skyward, Inc. and to enter into the related cloud hosting agreement with ISCorp.

**Desired Outcomes from the Board:** Compliance with Minn. Stat. § 471.345 Subd. 3 and District Policy 707.

**Attachments:**

1. ERP RFP Summary - 2026
2. Skyward ERP RFP Submittal – 2026
3. Powerschool ERP RFP Submittal – 2026
4. Region 1 SMART ERP RFP Submittal - 2026

## General Information

| | | | |
|---|---|---|---|
| **Organization:** | ISD #273 – Edina Public Schools | **Date:** | 7/15/2026 |
| **Department:** | Finance/Administration | **Category:** | Cloud-based Enterprise Resource Planning ERP Software |

## Process Notes

| Component | Note |
|---|---|
| **Process used** | • Request for Proposal (RFQ) |
| **Vendors participating** | • PowerSchool<br>• Region 1<br>• Skyward |

## Vendor Information - Team

| Vendor | Account Manager Name | Sales Manager Name | Implementation Manager |
|---|---|---|---|
| **PowerSchool** | Riley Reynolds<br>riley.reynolds@powerschool.com | Kelly Wicoxson-Monette<br>kelly.monette@powerschool.com | Michael Schecher<br>michael.schecher@powerschool.com |
| **Region 1** | Erik Hiedeman<br>erik@region1.k12.mn.us | Mara Schwartz<br>marie@region1.k12.mn.us | Angie Potas<br>angie@region1,k12.mn.us |
| **Skyward** | Dave Ilkka<br>davei@skyward.com | Jordan Roberts<br>jordanr@skyward.com | Leslie Strong<br>leslies@skyward.com |

## References

| Company Name | Organization | Contact Name | Phone | Email |
|---|---|---|---|---|
| **PowerSchool** | Osseo Independent School District 279 | Gerald Edwards | 763-391-7058 | edwardsg@district279.org |
| | Saint Louis Park ISD 283 | Jason Loewe | 952-928-6066 | loewe.jason@slpschools.org |
| | Sioux Falls SD 49-5 | James Holmes | 605-367-7900 | James.holmes@k12.sd.usat |
| **Region 1** | Moorhead | Kim Wingenbach | | |
| | Walker-Hackensack-Akeley | Kyle Bergen | | |
| | Detroit Lakes | Kylie Johnson | | |
| **Skyward** | Anoka-Hennepin ISD 11 | Michelle Vargas | | |
| | Eden Prairie ISD 272 | Matthew Hippen | | |
| | Rosemont-Apple Valley-Eagan 196 | Christopher Onyango-Robshaw | | |

## Qualifications & Certifications

| Description | PowerSchool | Region 1 | Skyward |
|---|---|---|---|
| Have you reviewed and agree with all terms, conditions, specifications, and requirements as described? (Y/N) | Yes<br>"PowerSchool agrees to attach its Response to Customer RFP for reference; however, PowerSchool requests the opportunity to negotiate any final terms, to the extent they differ from the terms governing the existing relationship between the Parties. This RFP response is included in order to comply with the RFP submission requirements and is subject at all times to this Statement of Understanding and successful negotiation of terms upon award" | Yes | Yes |
| Is your application recognized as an approved solution by MDE for integration with MDE's Ed-Fi data reporting? (Y/N) | No | Yes | Yes |
| Do you certify you comply with FERPA? (Y/N) | Yes | Yes | Yes |
| Do you certify you comply with COPPA? (Y/N) | Yes | Yes | Yes |
| Do you certify you comply with all applicable Minnesota laws? (Y/N) | Yes<br>PowerSchool complies with all Minnesota laws and regulations applicable to its business operations and the products and services proposed in response to this RFP and will continue to do so throughout the term of any resulting agreement. | Yes | Yes |

## General System Requirements

| Question/Data Point | PowerSchool | Region 1 | Skyward |
|---|---|---|---|
| Is your proposed application fully SaaS hosted (no District-hosted software/infrastructure required)? | **YES -** The proposed solution is delivered as a fully vendor-hosted Software-as-a-Service (SaaS) offering within PowerSchool managed cloud environments. No district-hosted servers, application infrastructure, operating systems, networking components, or data center resources are required. PowerSchool manages the underlying hosting infrastructure, maintenance, security, backup, and disaster recovery processes, allowing Edina Public Schools to access the solution through supported web browsers without the need to procure or maintain on-premises infrastructure. | **Yes** | **Yes -** Qmlativ is delivered as a fully SaaS-hosted solution. No District-hosted servers, software, databases, or related infrastructure are required to operate the application. |
| Does your proposed application support ROLE-based security? | **YES -** PowerSchool eFinancePlus includes role-based security that allows districts to control access to menus, modules, screens, functions, and data based on a user's assigned security profile or role.<br><br>Talent (Perform, Applicant Tracking, Employee Records, and SchoolSpring Job Board) uses role-based security groups to manage access to system features and sensitive data. Standard security groups are available and customizable in most solutions.<br><br>Allovue uses role-based security that allows districts to control access to modules, data, and input of budget information. | **Yes** | **Yes -** Skyward's security framework is built entirely on a role-based access control model, giving districts precise, scalable control over who can see and do what across the entire ERP system. Administrators can define and assign security roles at a granular level — controlling access to individual screens, fields, reports, and workflows — ensuring that each employee sees only the data and functionality relevant to their position. Roles can be configured to reflect the district's organizational structure, whether that's separating payroll staff from HR generalists, limiting budget managers to their specific cost centers, or granting read-only access to building-level administrators. Qmlativ also supports role layering, allowing multiple roles to be assigned to a single user when their responsibilities span departments, and any changes to a role propagate automatically to all users assigned to it — eliminating the need for one-off permission edits. Beyond internal users, role-based security extends to employee access where access is governed by the same framework, ensuring consistent, auditable security enforcement across the entire platform. |

## General System Requirements

| Question/Data Point | PowerSchool | Region 1 | Skyward |
|---|---|---|---|
| Does your proposed application support multi-factor authentication? | **YES -** PowerSchool supports Single Sign-On (SSO) through external Identity Provider (IdP) configurations, including Google and Microsoft Entra ID (Azure AD). For SSO implementations, Multi Factor Authentication (MFA) can be enabled and enforced through the IdP, ensuring secure access when users initiate an SSO session. | **Yes** | **Yes -** Skyward supports multi-factor authentication (MFA) as part of its layered approach to system security, providing Edina Public School District 273 with an additional safeguard against unauthorized access beyond traditional username and password credentials. When MFA is enabled, users are required to verify their identity through a secondary method — such as a time-based one-time passcode (TOTP) delivered via an authenticator app — before gaining access to the system. This added layer of protection is particularly critical for a K-12 environment where sensitive student, employee, and financial data must be protected against credential-based threats and unauthorized access attempts. Qmlativ's authentication framework is also designed to integrate with district identity providers, supporting single sign-on (SSO) configurations through standards such as SAML, which allows Edina Public School District 273 to leverage existing identity infrastructure — including tools like Microsoft Azure AD or Google Workspace — while still enforcing MFA policies at the district level. This means Edina Public School District 273 can align Qmlativ's authentication requirements with broader district security policies, providing consistent and compliant login experience for all staff across the organization. |
| Does your proposed application support SSO (SAML/OIDC)? | **YES -** PowerSchool supports Single Sign-On (SSO) through external Identity Provider (IdP) configurations, including Google and Microsoft Entra ID (Azure AD). | **Yes** | **Yes -** Skyward supports Single Sign-On (SSO) through industry-standard protocols, including SAML 2.0, enabling districts to integrate Qmlativ seamlessly into the district's existing identity and access management infrastructure. With SSO enabled, staff can authenticate once through the district's identity provider — such as Microsoft Azure Active Directory or Google Workspace — and gain access to Qmlativ without needing to manage a separate set of credentials, reducing password fatigue and the associated security risks that come with credential sprawl. From an administrative standpoint, SSO simplifies user provisioning and deprovisioning, as access to Qmlativ can be governed centrally through the district's identity provider, ensuring that when an employee separates from the district, their access is terminated consistently and promptly across all connected systems. This integration also supports the district's broader cybersecurity posture by centralizing authentication enforcement, including MFA policies, at the identity provider level so that Qmlativ inherits those controls automatically. The result is a streamlined, secure login experience for district staff that aligns with modern identity management best practices and reduces the administrative burden on the district's technology team. |

## General System Requirements

| Question/Data Point | PowerSchool | Region 1 | Skyward |
|---|---|---|---|
| Does your proposed application provide comprehensive audit logging? | **YES -** PowerSchool eFinancePlus provides comprehensive audit logging and audit trail capabilities, particularly for financial transactions and ledger activity. It maintains detailed records of additions, changes, postings, and transaction history to support accountability, internal controls, and audits.<br><br>Additionally, Allovue provides audit logging of budget inputs and proposal approvals as part of the budget workflow.<br><br>Our Talent solutions (Perform, Applicant Tracking, Employee Records, and SchoolSpring Job Board) also provide audit capabilities with some user-facing and others available from an administrator/support access. | **Yes** | **Yes -** Skyward's ERP solution provides comprehensive audit logging across all modules, capturing a complete record of every system interaction — including who made a change, what was changed, the before and after values, and the date and time of the action. This audit trail spans financial transactions, configuration changes, user access events, and approval workflows, ensuring you have full transparency and accountability needed to satisfy internal controls, external audits, and state compliance requirements. Audit logs are readily accessible to authorized administrators and can be filtered, queried, and reported directly within the system, supporting both routine oversight and targeted review when needed. |
| Does your proposed application provide configurable workflow automation | **YES -** The solution provides configurable workflows that automate key HR processes, including requisition approvals, recruiting, hiring, onboarding, employee record updates, evaluations, and other personnel actions. Workflows can be tailored to District policies and approval structures, automatically routing tasks and notifications to the appropriate stakeholders to improve efficiency, consistency, and process completion. Allovue Budget uses role-based, sequential approval workflows that you configure per proposal and budget type. | **Yes** | **Yes -** Skyward provides user defined workflows for common approval workflows like time off requests, timesheet approvals, purchasing requests, budget transfers and more. Process management also allows districts to define custom workflows for district-defined processes. For common workflows requests like time off approvals, timesheet approvals, and purchasing requests districts define their tier-based approval system. This no code setup allows districts to easily define their approval levels without relying on Skyward or in-depth technical knowledge. Conditional levels can be set up within these workflows. Each area has its own approval structure so districts can define their workflow for each individual approval type. Process management is a district defined workflow tool that allows users to define the steps in their workflow and who owns them, assignees get notified and take action in Skyward, progress is visible, and audit trail provides transparency that your process has been completed as desired. |
| Does your proposed application provide API-first architecture? | **YES -** The proposed solution supports API-first architecture principles by leveraging standardized RESTful APIs that serve as the primary method for internal integration and data exchange across all components. These APIs enable secure interoperability and support extensibility without reliance on the user interface. | **Yes -** In our web product (some examples Online shopping vendors. Twllio for our text messages and IRS direct connections) | **Yes -** Skyward supports secure API-based integrations, including managed APIs, OneRoster, and custom API options where needed. API access is controlled through Skyward's approval process to help ensure third-party vendors receive only the data required for approved integrations. |

| General System Requirements | | | |
|---|---|---|---|
| **Question/Data Point** | **PowerSchool** | **Region 1** | **Skyward** |
| Does your proposed application support mobile devices? | **YES -** Perform, Applicant Tracking, Employee Records, and SchoolSpring Job Board provide 24/7 access across various devices, including computers, tablets, and mobile phones, using a web browser. The mobile responsive solution will be formatted to fit the screen of the device being utilized. eFinancePlus includes a mobile app for Android and iOS operating systems. eFinancePlus and Allovue are built with a responsive design that scales to your device, such as a large TV screen or tablet. | **Yes -** Web based product does for TimeTracker | **Yes -** Skyward's ERP solution is built with a fully responsive, browser-based architecture that provides seamless access across all modern mobile devices. This flexibility empowers district administrators, managers, and staff to stay productive and responsive whether they are in the office, at a school building, or on the go. Skyward also provides a mobile app for iOS and Android. |
| Does your proposed application support unlimited historical data retention? | **YES -** The Talent solution (Perform, Applicant Tracking, Employee Records, and SchoolSpring Job Board) offers unlimited data retention, enabling districts to securely maintain historical workforce records for compliance, reporting, auditing, and long-term reference purposes. PowerSchool eFinancePlus supports unlimited multiple years of historical financial, payroll, HR, and operational records, allowing organizations to maintain and access prior-year information for reporting, audit, compliance, and operational purposes. Allovue captures 5 years of historical eFinancePlus data for reporting and data visualizations. There is no limit on budgets that are built using Allovue. | **Yes** | **Yes -** Skyward's solution doesn't include data purging or archiving. |

## Functional System Requirements

| Area/Section Question | PowerSchool | Region 1 | Skyward |
|---|---|---|---|
| **Finance**<br>Does your proposed solution address all of these required functions?<br>**General Ledger**<br>**Budgeting**<br>**Accounts Payable**<br>**Purchasing**<br>**Asset Management**<br>**Grants Management**<br>**Bank Reconciliation**<br>**Financial Reporting** | **Yes** – Please refer to the **Functional System Requirements** section of PowerSchool's Proposal document for more information. | **Yes -** Grants Management is not its own section, but there are multiple options tor tracking or doing grant items depending on what is trying to be accomplished. | **Yes -** Skyward's ERP solution fully addresses all required financial functions that are listed. Skyward delivers a robust general ledger that serves as the financial backbone of the system, supporting multi-dimensional chart of accounts and real-time transaction processing, alongside a comprehensive budgeting module that enables multi-year planning, budget amendments, and real-time budget-to-actual comparisons. Accounts Payable and Purchasing work together to streamline the full procure-to pay cycle — from requisition and purchase order creation through invoice matching, approval workflows, and vendor payment processing — while the Asset Management module tracks the full lifecycle of district assets including acquisition, depreciation, and disposal. The Grants Management module ensures school districts can effectively manage federal, state, and local grant funds with proper tracking, compliance reporting, and expenditure controls, and the Bank Reconciliation module simplifies the reconciliation of district bank accounts directly within the system for timely and accurate cash management. Rounding out the solution, Skyward's Financial Reporting capabilities provide powerful, configurable reporting tools — including dashboards, custom reports, and standard financial statements — giving district finance staff and leadership the real-time visibility and transparency needed to support informed decision-making across all financial operations. |

| Functional System Requirements | | | |
|---|---|---|---|
| **Area/Section Question** | **PowerSchool** | **Region 1** | **Skyward** |
| **Human Resources**<br>Does your proposed solution address all of these required functions?<br>**EMPLOYEE RECORDS**<br>**POSITION CONTROL**<br>**BENEFITS ADMINISTRATION**<br>**RECRUITING**<br>**ONBOARDING**<br>**PERFORMANCEMANAGEMENT**<br>**PAYROLL** | **Yes -** Please refer to the **Functional System Requirements** section of PowerSchool's Proposal document for more information. | **Yes -** RECRUITING/ ONBOARDING -we have some options to assist with pieces of these projects but may need more clarification of exact needs. Not a full applicant hiring site. But do have vacancy tracking and some basic applicant information tracking prior to automatically moving into employee information at hire. | **Yes -** Skyward fully addresses Edina Public School District 273's required HR and Payroll functions through a single, integrated suite. The Employee module houses information pertaining to the employee's record. The Position module houses each job in the organization along with each employee's individual assignment details, including job responsibilities and compensation. Position control is built in to manage and control position creation, enforce optimal and maximum FTE limits, and track historical information. Deductions and benefits are maintained on the employee profile. Updates to deduction and benefit rates can be imported from 3rd party systems. Skyward's Applicant Tracking module allows the district to post jobs, collect and review applications, and create employee records for hired applicants. Paired with Process Management, Edina Public School District 273 can manage new hire onboarding by assigning tasks to HR, IT, Payroll, the new employee, and other stakeholders to ensure everything is in place. Payroll supports multiple pays, unlimited benefits and deduction, paperless processing, full tracking of check transactions, payroll runs, retro pay, etc. Skyward does not include a Performance Management module. |
| **Payroll**<br>Does your proposed solution address all of these required functions?<br>**PAYROLL PROCESSING**<br>**TAX MANAGEMENT**<br>**DIRECT DEPOSIT**<br>**GARNISHMENTS**<br>**LEAVE TRACKING** | **Yes -** Please refer to the **Functional System Requirements** section of PowerSchool's Proposal document for more information. | **Yes -** Compliant for IRS and MN revenue requirements, various other states for remote workers. PERA/TRA, Wage theft, MN UI/ESST/MN Paid Leave, OSHA compliant. TimeOff plan years, rolling personal TimeOtf plan years tor MN Paid Leave/FMLA intermittent tracking. | **Yes -** Skyward addresses these required payroll functions through its integrated Payroll, Employee Access, and Time Off modules. The Payroll module runs paperless payroll with a choice of direct deposit or physical checks, supports multiple pay rates and unlimited benefit and deduction types, and allows districts to define multiple disposable-earning calculations so the system can calculate garnishments automatically. Tax management is supported both at the payroll-processing level and through built-in state and federal reporting. Skyward manages all tax tables and updates the system accordingly. Leave tracking is handled by the Time Off module, which allows employees to create and approve time off requests and interfaces with payroll to generate pay appropriately as paid time or as a dock based on the employee's time off balance. Requesting and approving is fully electronic and available through Employee Access and the mobile app. |

## Submission Checklist

| Area/Section Question | PowerSchool | Region 1 | Skyward |
|---|---|---|---|
| **Minnesota School District Experience**<br><br>Have you included a **report of all of your Minnesota School Districts ERP client list (7/1/2019–5/30/2026)** including?<br><br>**GO LIVE DATE**<br>**MODULES IMPLEMENTED**<br>**TERMINATION DATE (IF APPLICABLE)** | **Yes -** Please refer to the **Minnesota ERP Clients** section of PowerSchool's Proposal document. | **Yes –** Please see attached report | **No -** For confidentiality purposes, we are unable to disclose a comprehensive list of Minnesota clients who already benefit from partnering with Skyward. Upon being awarded the contract, Skyward would be willing to provide this list. |
| **Security**<br><br>Have you included a **report disclosing all cybersecurity incidents** disclosed (2021-2026) including?<br><br>**DATE**<br>**IMPACT**<br>**NUMBER OF CLIENTS AFFECTED**<br>**REMEDIATION ACTIONS** | **Yes -** Please refer to the **Security** section of PowerSchool's Proposal document. | **N/A -** No cybersecurity incidents to report | **No –** (N/A) Skyward, Inc. has no publicly disclosed cybersecurity incidents/data breaches from 2021–2026**.** |
| **Security**<br><br>Have you included your **current SOC 2 Type II report** including?<br><br>**DATE OF AUDIT**<br>**AUDITING ORGANIZATION**<br>**SCOPE OF CERTIFICATION**<br>**SUMMARY OF FINDINGS** | **Yes -** Please refer to the **Security** section of PowerSchool's Proposal document**.** | **No -** Region I has not completed SOC 2 Type II reporting | **No -** For security reasons, we do not provide the current SOC 2 Type II report as part of an RFP response, to prevent unintended disclosure of sensitive information. The district can request and obtain the most current report after signing a non-disclosure agreement with our cloud hosting provider, ISCorp. |
| **Security**<br><br>Have you included the following information about your **Security Practices?**<br><br>**SECURE CODE REVIEW**<br>**DEPENDENCY SCANNING**<br>**VULNERABILITY TESTING**<br>**PENETRATION TESTING** | **Yes -** Please refer to the **Security** section of PowerSchool's Proposal document. | **Yes** | **Yes -** Security practices for Skyward and ISCorp, our cloud hosting provider, are included in the Skyward System Configuration located on pages 2-29 of the Infrastructure & Hosting Architecture section of our RFP response. |

| Submission Checklist | | | |
|---|---|---|---|
| **Area/Section Question** | **PowerSchool** | **Region 1** | **Skyward** |
| **Infrastructure & Hosting Architecture**<br><br>Have you included the following information about your **Hosting Environment?**<br><br>**CLOUD PROVIDER(S)**<br>**DATA CENTER LOCATION(S)**<br>**GEOGRAPHIC REDUNDANCY** | **Yes -** Please refer to the **Infrastructure & Hosting Architecture** section of PowerSchool's Proposal document. | **Yes -** Region I does not support any cloudhosting. Our data-center is located at our offices in Moorhead, MN and backed up offsite at 702 communication | **Yes -** Hosting Environment information for Skyward and ISCorp, our cloud hosting provider, are included in the Skyward System Configuration located on pages 2-29 of the Infrastructure & Hosting Architecture section of our RFP response. |
| **Infrastructure & Hosting Architecture**<br><br>Have you included the following information about your **Database Architecture?**<br><br>**DATABASE PLATFORM**<br>**REPLICATION STRATEGY**<br>**HIGH AVAILABILITY DESIGN** | **Yes -** Please refer to the **Infrastructure & Hosting Architecture** section of PowerSchool's Proposal document. | **Yes -** SQL Server 2022 - Migrating to SQL Server 2025 in Spring 2027<br><br>Our databases are backed up hourly and can be restored to a specific timestamp | **Yes -** Qmlativ Database Architecture information is included in the Skyward System Configuration located on pages 2-29 of the Infrastructure & Hosting Architecture section of our RFP response. |
| **Infrastructure & Hosting Architecture**<br><br>Have you included the following information about your **Backup and Recovery?**<br><br>**BACKUP FREQUENCY**<br>**RETENTION SCHEDULE**<br>**RECOVERY POINT OBJ. (RPO)**<br>**RECOVER TIME OBJ. (RTO)** | **Yes -** Please refer to the **Infrastructure & Hosting Architecture** section of PowerSchool's Proposal document. | **Yes -** Logs are backed up hourly and our databases are backed up every night.<br><br>Backup retention is currently 20 days<br><br>Database can be restored back to specific point in time | **Yes -** Backup and Recovery information for Skyward and ISCorp, our cloud hosting provider, are included in the Skyward System Configuration located on pages 2-29 of the Infrastructure & Hosting Architecture section of our RFP response. |
| **Infrastructure & Hosting Architecture**<br><br>Have you included the following information about your **Disaster Recovery?**<br><br>**DR ARCHITECTURE**<br>**FAILOVER PROCESS**<br>**TESTING SCHEDULE** | **Yes -** Please refer to the **Infrastructure & Hosting Architecture** section of PowerSchool's Proposal document. | **Yes –** Offsite backups housed at 702 communications.<br><br>Systems can be restored timely | **Yes -** Disaster Recovery information for Skyward and ISCorp, our cloud hosting provider, are included in the Skyward System Configuration located on pages 2-29 of the Infrastructure & Hosting Architecture section of our RFP response. |

| Submission Checklist | | | |
|---|---|---|---|
| **Area/Section Question** | **PowerSchool** | **Region 1** | **Skyward** |
| **Application Development & Deployment**<br><br>Have you included the following information about your **Source Code Management?**<br><br>**REPOSITORY PLATFORM**<br>**OWNERSHIP**<br>**BRANCHING STRATEGY** | **Yes -** Please refer to the **Application Development & Deployment** section of PowerSchool's Proposal document. | **Yes -** SMART Systems Development/owned by Regions 1-5<br>Visual SYN - source control<br>Apache subversion<br>Isolated copies | **Yes -** Qmlativ Source Code management is included in the Skyward System Configuration located on pages 2-29 of the Infrastructure & Hosting Architecture section of our RFP response. |
| **Application Development & Deployment**<br><br>Have you included the following information about your **Deployment Process?**<br><br>**DEVELOPMENT ENVIR.**<br>**TEST ENVIRONMENT**<br>**PRODUCTION ENVIRONMENT**<br>**RELEASE PROCESS** | **Yes -** Please refer to the **Application Development & Deployment** section of PowerSchool's Proposal document. | **Yes -** SMART Systems Development/Owned by Regions 1-5<br>Development/Test/Production (simulated) servers and software at SSD<br>Test/Production at each region<br><br>Testing software is released to region to test for period of time. End to End testing prior to release week. Software is released to regions. Regions choose when to install within 3-week timeframe of release | **Yes -** Deployment Processes for Skyward and ISCorp, our cloud hosting provider, are included in the Skyward System Configuration located on pages 2-29 of the Infrastructure & Hosting Architecture section of our RFP response. |
| **Application Development & Deployment**<br><br>Have you included the following information about your **Change Management?**<br><br>**RELEASE SCHEDULE**<br>**EMERG. RELEASE PROCESS**<br>**ROLLBACK PROCEDURES** | **Yes -** Please refer to the **Application Development & Deployment** section of PowerSchool's Proposal document. | **Yes -** SMART Systems Development/Owned by Regions 1-5<br>Feb/March - mandatory release 941s/W4<br>May - end of fiscal year items/Payoffs<br>Sept - back to school Items/MDE STAR<br>Dec - Mandatory release W2/1099s/ACA<br><br>Other things are included in releases as ready, but that general timeline stays the same due to mandatory items.<br>Hotfixes are released as needed; previous version is always available to roll bock to. Backups are done prior to any major release in case. | **Yes -** Change Management for Skyward and ISCorp, our cloud hosting provider, are included in the Skyward System Configuration located on pages 2-29 of the Infrastructure & Hosting Architecture section of our RFP response. |
| **Sub-Processors**<br><br>Have you included the following information about your **Current Sub-Processors?**<br><br>**COMPANY NAME**<br>**SERVICE PROVIDED**<br>**DATA SHARED**<br>**STORAGE LOCATION**<br>**SECURITY CERTIFICATIONS** | **Yes -** Please refer to the **Sub-Processors** section of PowerSchool's Proposal document. | **N/A –** No Sub-Processors | **Yes -** Current Sub-Processors are included in the Skyward System Configuration located on pages 2-29 of the Infrastructure & Hosting Architecture section of our RFP response. |

| Submission Checklist | | | |
|---|---|---|---|
| **Area/Section Question** | **PowerSchool** | **Region 1** | **Skyward** |
| **Sub-Processors**<br><br>Have you included the following information about your **Sub-Processors Standards and Requirements?**<br><br>**DATA TRANSMISSION METHOD**<br>**ENCRYPTION STANDARDS**<br>**MONITORING CONTROLS**<br>**VENDOR RISK MGMT PROC.** | **Yes -** Please refer to the **Sub-Processors** section of PowerSchool's Proposal document. | **N/A –** No Sub-Processors | **Yes** |
| **Data Ownership & API Access**<br><br>Have you provided information about how you meet the district's **REQUIRED features?**<br><br>**DISTRICT SHALL RETAIN FULL OWNERSHIP OF ALL DATA**<br>**UNRESTRICTED ACCESS TO ALL DISTRICT-OWNED DATA**<br>**ABILITY TO EXPORT DATA AT ANY TIME**<br>**NO RESTRICTIONS ON THIRD-PARTY INTEGRATIONS**<br>**ABILITY FOR DISTRICT TO GRANT API ACCESS TO ANY THIRD-PARTY VENDOR** | **Yes -** Please refer to the **Data Ownership & API Access** section of PowerSchool's Proposal document. | **Yes -** District shall retain full ownership of all data and our support staff can work with district personnel on any customized reports<br><br>Our support staff can assist data export accommodations via FTP sites per request<br><br>While we are able to assist with customized third-party integrations, we are unable for the district to grant API Access to any third- party | **Yes -** Data Ownership information is included in the Skyward System Configuration located on pages 2-29 of the Infrastructure & Hosting Architecture section of our RFP response. |
| **Data Ownership & API Access**<br><br>Have you included the following information about your **APIs?**<br><br>**API DOCUMENTATION**<br>**RATE LIMITS**<br>**AUTHENTICATION METHODS**<br>**EXPORT CAPABILITIES** | **Yes -** Please refer to the **Data Ownership & API Access** section of PowerSchool's Proposal document. | **N/A** | **Yes -** API information is included in the Skyward System Configuration located on pages 2-29 of the Infrastructure & Hosting Architecture section of our RFP response. |

| Submission Checklist | | | |
|---|---|---|---|
| **Area/Section Question** | **PowerSchool** | **Region 1** | **Skyward** |
| **Integrated Time Clock**<br><br>Have you included the details about the capabilities of your **Integrated Time Clock?**<br><br>**MOBILE CAPABILITIES**<br>**GEOFENCING**<br>**SUPERVISOR APPROVALS**<br>**PAYROLL INTEGRATION**<br>**REPORTING CAPABILITIES**<br>**HARDWARE REQUIREMENTS** | **Yes** - Please refer to the **Integrated Time Clock** section of PowerSchool's Proposal document | **Yes -** Clocking in is available on any mobile device. We have the ability to restrict to the district's IP addresses or require people to be on their WIFI to clock in. Customizable down levels to a person.<br><br>Customizable by district: Supervisor approvals, Time Tracker data integrates into Payroll, TimeOff and ACA. Many reports and automatic notifications available in SMART & SMART eR. No physical timeclock required. Runs on a computer, Chromebook, iPad -whatever is chosen by district to clock in. | **Yes -** Skyward's integrated Time Tracking module provides Edina Public Schools with a comprehensive, modern approach to employee time tracking that connects directly to payroll. On the mobile side, employees can clock in and out, view their schedules, and manage time entries directly from any mobile device through Skyward's responsive web interface or the mobile app, eliminating the need for employees to be at a fixed workstation to record their time. Geofencing is not supported but IP Address ranges can be used to determine what network employees would need to be connected to before recording time entries. Supervisors have real-time visibility into employee time activity and can review, edit, and approve or reject timesheets directly within Skyward. A tier based approval routing workflow ensures that timesheets pass through the appropriate chain of review before being submitted to payroll. The integration between Time Tracking and Skyward's Payroll module is native and seamless since this is all one software package. Approved hours flow directly into payroll processing without manual data entry or file imports, reducing errors and administrative overhead while ensuring that employees are paid accurately and on time. Robust reporting capabilities give HR and Finance staff access to time and attendance data across the school district. Regarding physical hardware, Skyward's Time Tracking module is primarily software-driven and browser-based, meaning the district can leverage existing devices — including desktop computers, tablets, and mobile phones. Skyward does support dedicated time clock hardware for locations where a fixed clock-in station is preferred, providing Edina the flexibility to deploy the solution in a way that matches each building's operational needs. Physical time clocks and kiosk functionality is provided through Skyward's exclusive third party School Technology Associates and does have an additional cost. If Edina Public Schools is interested in physical time clocks and kiosks, additional information and pricing can be provided. |

| Submission Checklist | | | |
|---|---|---|---|
| **Area/Section Question** | **PowerSchool** | **Region 1** | **Skyward** |
| **Implementation Plan**<br><br>Have you included the following information about your **Implementation Management Team?**<br><br>**PROJECT MANAGER**<br>**SUPPORT TEAM**<br>**NUMBER OF MINNESOTA-BASED SUPPORT STAFF**<br>**NUMBER OF ERP-DEDICATED SUPPORT STAFF** | **Yes -** Please refer to the **Implementation Plan** section of PowerSchool's Proposal document. | **Yes -**<br>Our implementation team will also continue forward as your support representatives. We believe there is a large benefit to having those who help build and create your database to also support It.<br>We have two IT specialists, four finance support specialists and five payroll/HR support specialists - all based In Moorhead, MN.<br>We are unable to migrate any past records Into SMART Systems | **Yes -** Project Manager and Support Team will be determined upon receipt of PO. We do not have any support staff residing in Minnesota; however, we do have Minnesota certified staff. Skyward has a total of 90 employees dedicated to our ERP support. |
| **Implementation Plan**<br><br>Have you included the details about your **Implementation Plan?**<br><br>**DATA MIGRATION STRATEGY**<br>**TESTING STRATEGY/PLAN**<br>**CUTOVER PLAN** | **Yes -** Please refer to the **Implementation Plan** section of PowerSchool's Proposal document. | **Yes -** Please see proposed implementation timelines | **Yes** |
| **Implementation Plan**<br><br>Have you included the details about your **Post-Implementation Plan?**<br><br>**CHANGES TO CONTACTS FOR SUPPORT**<br>**PROCESS TO REPORT BUGS**<br>**PROCESS TO REQUEST TRAINING** | **Yes -** Please refer to the **Implementation Plan** section of PowerSchool's Proposal document. | **Yes -** There are no changes to your support contacts.<br><br>Bugs are reported to your support representatives. Items added to our SSD development timeline to determine steps for resolution.<br><br>To request training, our support representatives can work with district personnel to schedule virtual/live training sessions | **Yes** |
| **Ongoing Support**<br><br>Have you included the details of your support **Support Staffing?**<br><br>**NUMBER OF SUPPORT PERSONNEL**<br>**NUMBER OF MINNESOTA-BASED SUPPORT STAFF**<br>**NUMBER OF ERP-DEDICATED SUPPORT STAFF** | **Yes -** Please refer to the **Ongoing Support** section of PowerSchool's Proposal document. | **Yes -** We have two IT specialists, four finance support specialists and five payroll/HR support specialists - all based In Moorhead, MN | **Yes** - Skyward has a total of 178 support personnel. We do not have any support staff residing in Minnesota; however, we do have Minnesota certified staff. Skyward has a total of 90 employees dedicated to our ERP support. |

| Submission Checklist | | | |
|---|---|---|---|
| **Area/Section Question** | **PowerSchool** | **Region 1** | **Skyward** |
| **Ongoing Support**<br><br>Have you included the following information about your **Support Performance Metrics?**<br><br>**AVERAGE RESPONSE TIME**<br>**AVERAGE RESOLUTION TIME**<br>**ESCALATION PROCESS**<br>**SLA COMMITMENTS** | **Yes -** Please refer to the **Ongoing Support** section of PowerSchool's Proposal document. | **N/A -** We do not utilize a formal ticket system for our software support. Our dedicated team is available from 8:00am - 4:30pm and prides ourselves on our renowned service. We are generally able to solve issues the same-day, or work with our Software Development team to find customized solutions. | **Yes -** Please refer to the Ongoing Support section located on pages 101-110 of our RFP response. |
| **Ongoing Support**<br><br>Have you included the details about your capabilities for **Onsite Support?**<br><br>**PROVIDE ONSITE SUPPORT**<br>**CONDUCT TRAINING**<br>**ASSIST WITH MAJOR INCIDENTS** | **Yes -** Please refer to the **Ongoing Support** section of PowerSchool's Proposal document. | **Yes -** We are available for onsite support at the request of our district users. Most of our support correspondence Is handled via phone/email communication.<br><br>Many of our support requests are diagnosed and resolved remotely.<br><br>We are available at the district request for both onsite training & major Incident resolutions. | **Yes -** Please refer to the Ongoing Support section located on pages 101-110 of our RFP response. |
| **Ongoing Support**<br><br>Have you included the following information about your **Support Platform?**<br><br>**CUSTOMER PORTAL**<br>**TICKETING SYSTEM**<br>**KNOWLEDGE BASE**<br>**SERVICE STATUS MONITORING** | **Yes -** Please refer to the **Ongoing Support** section of PowerSchool's Proposal document. | **Yes -** We do not have a formal ticketing system. We have dedicated representatives specific to Finance & Payroll/HR who would be assigned to your district. Our team currently supports over 90 MN districts & charter schools.<br><br>Software issues/ideas reported by district to region are taken to statewide committee. If approval tasks are created and scheduled. Regions notify users about new features with user notes each release. | **Yes -** Please refer to the Ongoing Support section located on pages 101-110 of our RFP response. |

## Proposed Pricing/Cost Estimates

### One-time and Implementation Costs

| Description | PowerSchool | Region 1 | Skyward |
|---|---|---|---|
| 1. Project Management | 1. | 1. **$0** | 1. **$13,020.00** (1)/Fixed |
| 2. Solution Configuration | 2. | 2. **$0** | 2. Included |
| 3. Data Migration | 3. | 3. **$0** | 3. **$54,882.00** (1)/Fixed |
| 4. Integrations | 4. | 4. **$0** | 4. TBD |
| 5. Testing | 5. | 5. **$0** | 5. Included |
| 6. Training | 6. | 6. **$0** | 6. **$73,020.00** (1)/Fixed |
| 7. Go-Live Support | 7. | 7. **$0** | 7. Included |
| 8. Travel & Expenses | 8. | 8. **$0** | 8. Included |
| | 9. Guided Implementation (Virtual) **$ 9,710.00** Applicant Tracking & Employee Records | | 9. Consulting - **$25,740.00** (1)/Fixed |
| | 10. Guided Implementation (Onsite) **$15,710.00** Applicant Tracking & Employee Records | | 10. Cloud Set Up **$840.00** (1)/Fixed |
| | | | 11. CORE - **$141,780.00** (1)/Fixed |
| | | | 12. Applicant Tracking - **$16,116.00** (1)/Fixed |
| | | | 13. Time and Attendance - **$16,116.00** (1)/Fixed |
| | | | 14. Assets - **$10,200.00** (1)/Fixed |
| | | | 15. Benefit Management - **$10,200.00** (1)/Fixed |
| | | | 16. Developer AP (unlimited) - **$0** (1)/Fixed |

### Professional Services Rate Card

| Description | PowerSchool | Region 1 | Skyward |
|---|---|---|---|
| 1. Project Manager | 1. Included in Implementation Costs Above | 1. N/A | 1. Included |
| 2. Functional Consultant | 2. Included in Implementation Costs Above | 2. N/A | 2. Included |
| 3. Technical Consultant | 3. Included in Implementation Costs Above | 3. N/A | 3. Included |
| 4. Integration Developer | 4. Included in Implementation Costs Above | 4 N/A | 4. Included |
| 5. Trainer | 5. Included in Implementation Costs Above | 5. N/A | 5. Included |

## Annual Subscription Costs

| Description | PowerSchool | Region 1 | Skyward |
|---|---|---|---|
| *1. Financial Management* | 1. EPP,Allovue, CI, AMS - **$ 142,689.36** | *1. **$47,244.45*** | *1. **$46,079.00*** |
| 2. Human Resources | 2. ATS, Records, Perform, Prof.Learning - **$ 40,812.65** | 2. **$53,116.60** | 2. Included in CORE |
| 3. Payroll | 3. Included in Financial Management | 3. Included in Human Resources | 3. Included in CORE |
| 4. Employee Self Service | 4. Included in Financial Management | 4. **$0** | 4. Included in CORE |
| 5. Workflow | 5. Included in Financial Management | 5. **$0** | 5. Included in CORE |
| 6. Reporting/Analytics | 6. Included in Financial Management | 6. **$0** | 6. Included in CORE |
| | 7. Time Clock Plus (billed directly with TCP)- **$11,729.00** | | 7. Applicant Tracking - **$5,238.00** |
| | | | 8. Assets - **$3,315.00** |
| | | | 9. Benefit Management - **$3,315.00** |
| | | | 10.Time and Attendance - **$5,238.00** |
| | | | 11.Developer API (unlimited) - **$3,825.00** |
| | | | 12. Cloud Hosting - **$17,000.00** |

## Proposed Year Changes

| Year/ Maximum % Increase to Subscription Fees | PowerSchool | Region 1 | Skyward |
|---|---|---|---|
| 1 | 3% | 2% | 0% |
| 2 | 3% | 2% | 0% |
| 3 | 3% | 2% | 0% |
| 4 | 3% | 2% | 3.8% |
| 5 | 3% | 2% | 3.8% |

2601 Skyward Drive, Stevens Point, WI 54482




# Edina Public School District 273

**Request for Proposal**
Enterprise Resource Planning System
*Electronic Response*

**Dave Ilkka**
Vice President of New Business Development

***DUE:*** *July 13, 2026*

Docusign Envelope ID: 62ACDFEC-AACC-81B3-811C-2E1382BBCC75

**JULY 6, 2026**

**EDINA PUBLIC SCHOOL DISTRICT 273**
**5701 NORMANDALE ROAD**
**EDINA, MN 55424**

**RE: RFP FOR ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

To the Edina Public School District 273 Evaluation Committee:

We appreciate the opportunity to participate in your RFP process for an Enterprise Resource Planning System (ERP). Here at Skyward®, we take pride in developing our core software in-house. With over 46 years of experience in the K-12 market, Skyward has established an innovative solution that sets our clients up for long-term success. We do not provide users with a collection of acquisitions or loosely integrated modules; instead, our products work seamlessly together because they are created by Skyward, for Skyward. Designed with a common look and feel, our software is also easy to use and navigate. With the Skyward Solution, you will be able to spend less time on tasks and more time on what matters most: students.

We understand that as educators, you know what works best. Therefore, we build our solutions with input from actual users. Skyward is committed to a user-centric development process which drives the direction of our products. We value your feedback and offer many ways that Edina Public School District 273 can get involved in shaping Skyward's solutions. This means that you can always rely on us to have the most up-to-date ERP software on the market. That's where you will notice the Skyward difference.

Skyward's dedication to our customers does not stop at building our own solutions. We also recognize the importance of high-quality support. With Skyward, we pride ourselves on the customer support offered to customers. Training, professional development, and just-in-time resources are the foundation of what we call "preemptive support." Everyone, not just your power users and system administrators, will have access to the resources they need to become more confident, capable, and self-sustaining. This means less troubleshooting for your IT team and more ROI at every level of the organization.

Dave Ilkka will be your primary contact for any questions related to this RFP. You can reach him via e-mail at davei@skyward.com, or at the following address and phone number:

Skyward, Inc.
2601 Skyward Drive
Stevens Point, WI 54482
Phone: 612-804-4940

We are honored to share what a better experience would look like for Edina Public School District 273. Thank you for your consideration of Skyward in this evaluation.

Please contact me at ray.ackerlund@skyward.com should you require additional information or assistance throughout this process. We look forward to a long and mutually beneficial partnership with your district.

Sincerely,

DocuSigned by:
Raymond H. Ackerlund
6E27D2EBBCB7495...

Raymond H. Ackerlund
President

* I, Raymond H. Ackerlund, can contractually obligate the organization, negotiate contract terms, and render binding decisions regarding contract matters on behalf of Skyward, Inc.

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# 1. Executive Summary

# Executive Summary

The search for new Enterprise Resource Planning (ERP) software can be overwhelming, as you decide who to trust with your data. Whatever challenges you may have faced in the past – struggling through a poor implementation, not seeing the degree of interoperability you hoped for, or missing out on the high-quality support you deserve – you're ready to make the move to a new system. After reading through your RFP, we understand that you need a solution that makes things easier for you and gives you time to focus on creating a more productive environment. We are confident that with Skyward's turnkey solution, Edina Public Schools will see all these benefits, plus so much more.

## Built, Not Bought

Privately owned and operated, Skyward has been dedicated to the K-12 industry since 1980. However, we are not in the business of acquiring or being acquired. Instead of combining pieces developed and purchased from someone else, we build our own core system. This gives our products a uniform look and feel that goes far deeper than just the surface. Skyward's software, unlike those with bolted-on features, is like a well-made puzzle – our pieces are specifically designed to work together.

We value getting to know our customers and listening to your ideas as we update our software to meet your evolving needs. Skyward has made an organizational commitment to the principles of the user experience (UX), to the point that our user-centric development process is now the guiding light behind many of our products and services. The core of our UX methodologies can be broken down into the following steps which encompass the entire product development life cycle.

1. Identify and Validate User Needs
2. Brainstorm Possible Solutions
3. Optimize Design and Functionality
4. Measure Impact

Skyward strives to empower school districts with our award-winning products and services. We accomplish this goal by continuously monitoring emerging industry trends and maintaining synergistic relationships with our customers. This means we're able to ensure that your needs are met both now and in the future.

We also understand that educators know what works best. This is why input from actual users drives our development process and philosophy, as we empower districts to help design their own solutions. The following list includes a few of the ways you can get involved in shaping Skyward's products.

- Join our User Research Panel
- Submit ideas via our Product Ideas Portal
- Share ideas on an online user forum and vote on others' ideas

Furthermore, Skyward has dedicated product managers for each of our products. Their role is to guide the strategic direction of our software, based on information gathered from customers, industry research, contracted third-party research, and consulting services. Product managers work directly with development teams, and together, they utilize our user-centered development strategy to provide tactical direction for continuous product improvement.

The Skyward Difference begins and ends with the human element. Throughout our design process, we always start with the who, not the what. Our user-centric development strategy keeps us focused on who our users are and what they need to accomplish. This gives us the opportunity to direct our technology to help you and your team be better at what you do. In the end, it means that with the Skyward Solution, Edina Public Schools can spend less time on tasks and more time on what matters most: students.

**Grow With Us**

Say goodbye to cumbersome and complicated. Say hello to streamlined and simplified. The result? A district community empowered to realize its full potential. Software is just the beginning, Skyward is committed to the advancement of K-12 education. You will have the tools you need and the support you desire to foster a more productive, more successful work environment.

I am confident this proposal offers the best opportunity for you to enjoy the benefits of a better ERP experience. Our team would welcome the opportunity to demonstrate our solution first-hand as the next step in your evaluation process.

Best regards,



Thomas J King
Chief Marketing Officer

# Company Profile

Skyward is reinventing the school administration software experience by helping over 2,500 K-12 school districts spend less time on tasks and more time with students. By combining leading edge technology with world-class support, we bring together districts, families, and communities in the digital age.

Founded in central Wisconsin in 1980, Skyward has proudly developed and supported two primary product lines: a student information system (SIS) and a finance and human resources management system (ERP). But what sets Skyward apart?

1. **We've got your back:** We take great pride in our customer satisfaction, with transparency, awareness, and rapid response times being baseline expectations.
2. **Built, not bought:** We develop all of our solutions in-house, offering a sense of unity without sacrificing functionality.
3. **District input drives development:** We listen to our users, using their feedback to shape our software.
4. **Freedom with third-party products:** We're committed to making your life easier, meaning third-party programs are interoperable, making data transfer fast and simple.
5. **Data security = top priority:** We know schools are targets for ransomware, so we take steps like cloud hosting, MFA, and more to guarantee data is taken care of.

So that's what we do, but what about who we are?

Team Skyward is a talented and dedicated group of professionals, each playing a vital role in our success. Our organization includes 17 specialized departments and more than 700 employees, including programmers, trainers, support specialists, project managers, consultants, and many others. Together, we foster a culture built on transparency, collaboration, and fun.

True to our family-owned roots and hometown values, we are committed to supporting both our local community and the broader education community. We take pride in making a positive impact close to home and beyond.

**Company Profile at a Glance**

| | |
|---|---|
| Year Established: | 1980 |
| Years in business: | 46 |
| Corporate Office: | 2601 Skyward Drive<br>Stevens Point, WI 54482 |
| Employees: | 768 |
| Office Locations: | 1 |

# 2. Product Information

# Qmlativ Software Overview

Our goal is the same as yours – to get the right information in front of the right people at the right time. It doesn't have to be more complicated than that. Skyward's Qmlativ School Business Suite is the next evolution of Skyward Technology and is the epitome of a better ERP experience. Built to leverage the latest technology, it's more than just a promise of features and functionality.

This is the most innovative platform the K-12 community has ever seen and the most advanced system available. This SQL-based platform combines an enjoyable user interface and focuses on the growth and development of every user. It includes embedded customization and workflow tools to meet your unique needs for managing important tasks and processes.

The Qmlativ School Business Suite helps you manage all aspects of your Human Resources, Payroll, and Financial departments from one place. With Skyward, your staff will have easy access to the resources they need, which will in turn eliminate paper processing and provide actionable information instead of just data.

Skyward's solution is personalized for each of our clients based on need. The following pages detail some of the options available to you. If any of these features are of interest to you, but not included in your proposal, please notify the RFP contact so we can make the appropriate revisions.

## Product highlights

**Skyward Mobile App**

Skyward's Mobile App is the answer for your district's on-the-go needs.

Whether your employees are in the classroom, roaming the halls, or miles away from the office, Mobile Solutions will keep your staff connected. Users will be able to view requisitions, insurance information, and more from almost any mobile device.

- Skyward Mobile App is available as a free download on the Apple App Store and Google Play app store.
- Responsive design works on almost any mobile platform, including Windows tablets and devices.
- Access nearly all of the up-to-the-minute finance and human resources information that you would be able to view from your computer.

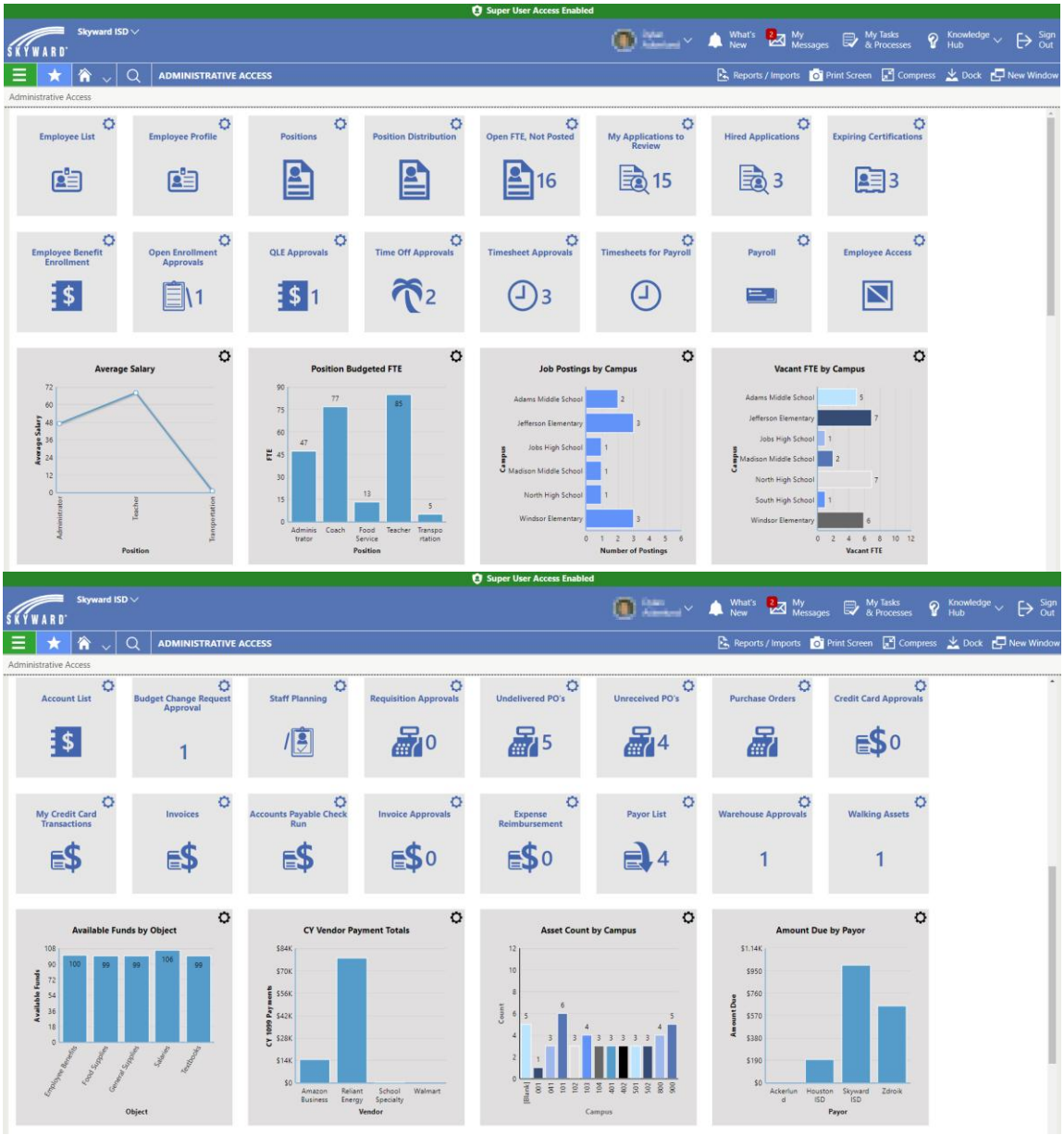





## Dashboard

Skyward's portals and dashboards feature role-based customization and design. No matter what part you play in your district's operations, you can see information and screens that are relevant to you.

- Single login for all areas of Skyward.
- Unique information based on user security.
- Easily access detailed information with drill-down capabilities.



## Accounts Payable

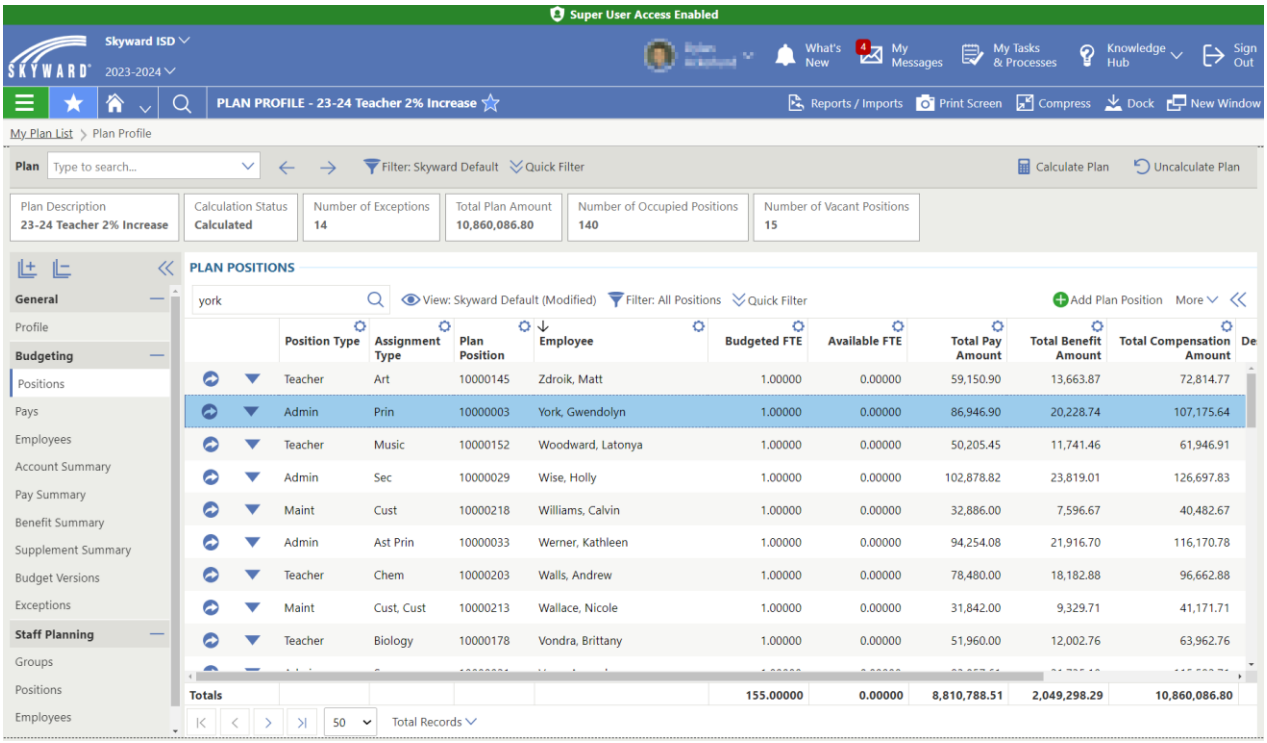
Skyward will help you eliminate the time-consuming process of poring through stacks of invoices and searching for missing files so you can assign your staff to more valuable pursuits.

- Purchase order information auto populates into invoices
- Generate fixed asset records from invoices
- Automatic encumbrance adjustment
- Easily void and re-issue checks
- Clone invoices for regular monthly bills

## Staff Planning

Wouldn't it be nice if you could easily track and review every impact on your bottom line as you plan personnel budgets? With Staff Planning, you can! Manage all available positions, whether filled or vacant, and their respective costs to accurately create your personnel budget for upcoming fiscal years. As you plan for the future, you can efficiently run a variety of scenarios so you're never uncertain about the effects that changes may have. With Staff Planning, you have the ability to:

- Plan and create personnel budgets
- Track the impact of every position on your budget
- Itemize costs by categories, such as the position itself, pays, employees, accounts, or benefits
- Easily move information from Staff Planning to our Position module to enact new-year changes



## Budgeting

Your budget is the lifeblood of your operations. Get the information you need to make better decisions and stop worrying about whether your numbers are accurate.

- Plan and enter your budget, along with unlimited alternative scenarios
- Allow building-level administrators to enter desired budget amounts for review
- Integrated with Staff Planning for salary and benefit expense budgeting
- See multiple years' worth of budget amounts and activity during entry and review

## General Ledger

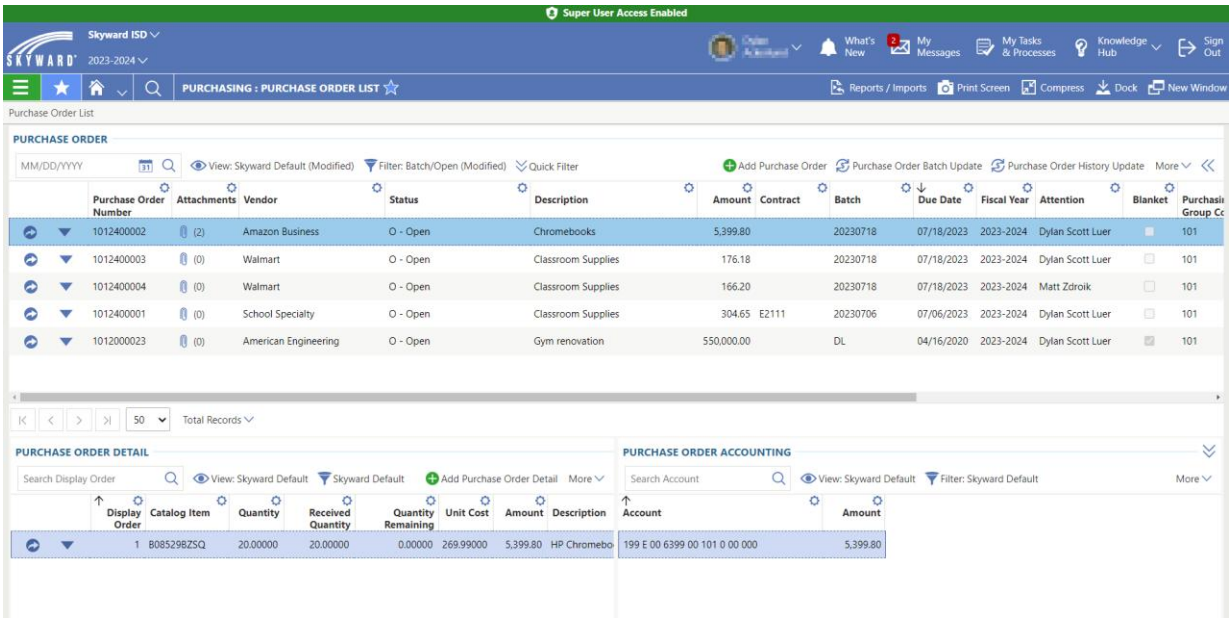
Your general ledger is the fundamental component of your School Business Suite. Stop waiting on overnight upload processes and watch as your entries and corrections are reflected in real time.

- Built-in audit trails to ensure the integrity of your financial data
- Unlimited account history and the ability to pull up historical transactions in seconds
- Customize accounts by size or department while using parameters to ensure that your transactions are entered against valid accounts only

## Purchasing

Secure, feature-rich purchase order processing that makes it easy to track all of the information you need to remain financially accountable while empowering your staff with a streamlined process and safeguards against user error.

- eCommerce option provides a secure, online purchasing portal to trusted third-party partners
- Staff will be notified when requisitions are awaiting their approval
- Integration with Accounts Payable eliminates duplicate entry and auto-populates invoice detail



# Human Resources and Payroll

## Payroll

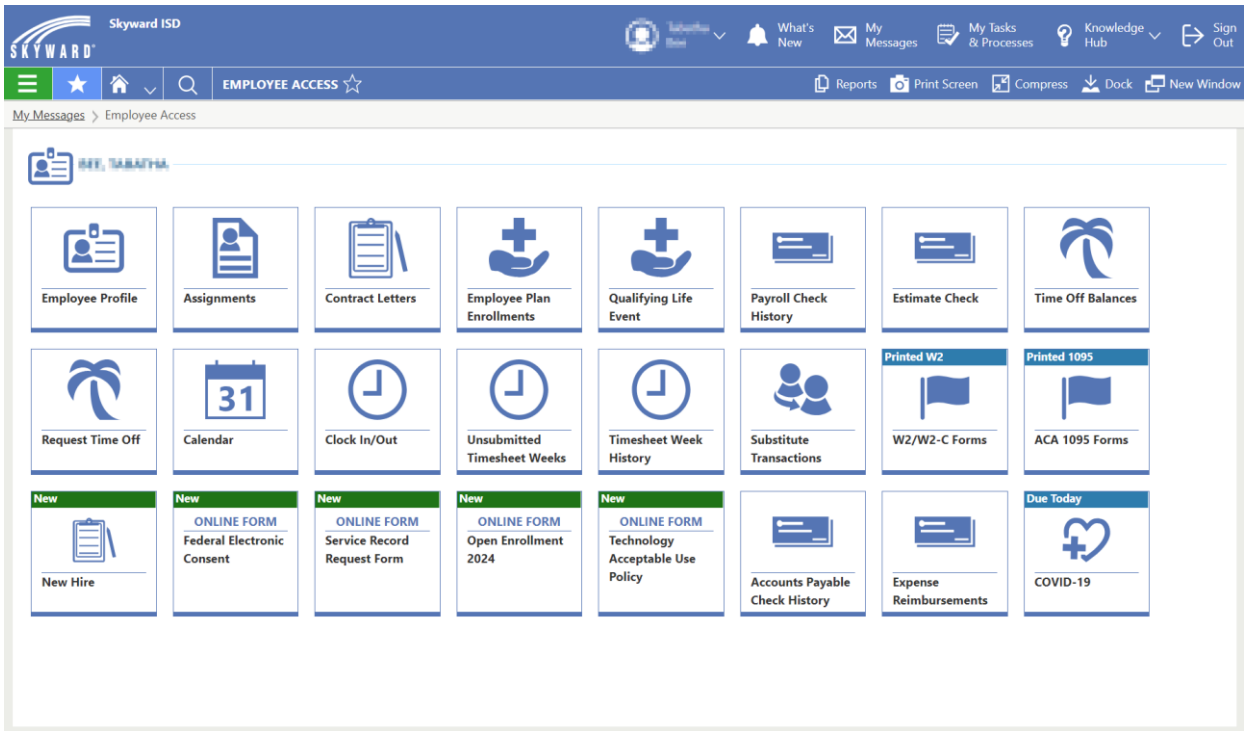
Run paperless payroll without all the complications. Choose from direct deposit or physical checks and enable your employees to view pay history through the self-service portal. No need for you to serve as the middleman anymore.

- Supports unique pay practices, including multiple pay rates and unlimited benefit/deduction types
- Print your own W2s and distribute via the online Employee Access portal
- Track contract amounts, time off, and retirement from one place

## Employee Access

Improve transparency and communication while giving your team a better experience. Put employees in charge of their own information while reducing contact with the business office. Your team will also have the option to receive electronic versions of essential forms. It will be more convenient for the majority, and you'll save thousands every year. Some of the key benefits of Employee Access are:

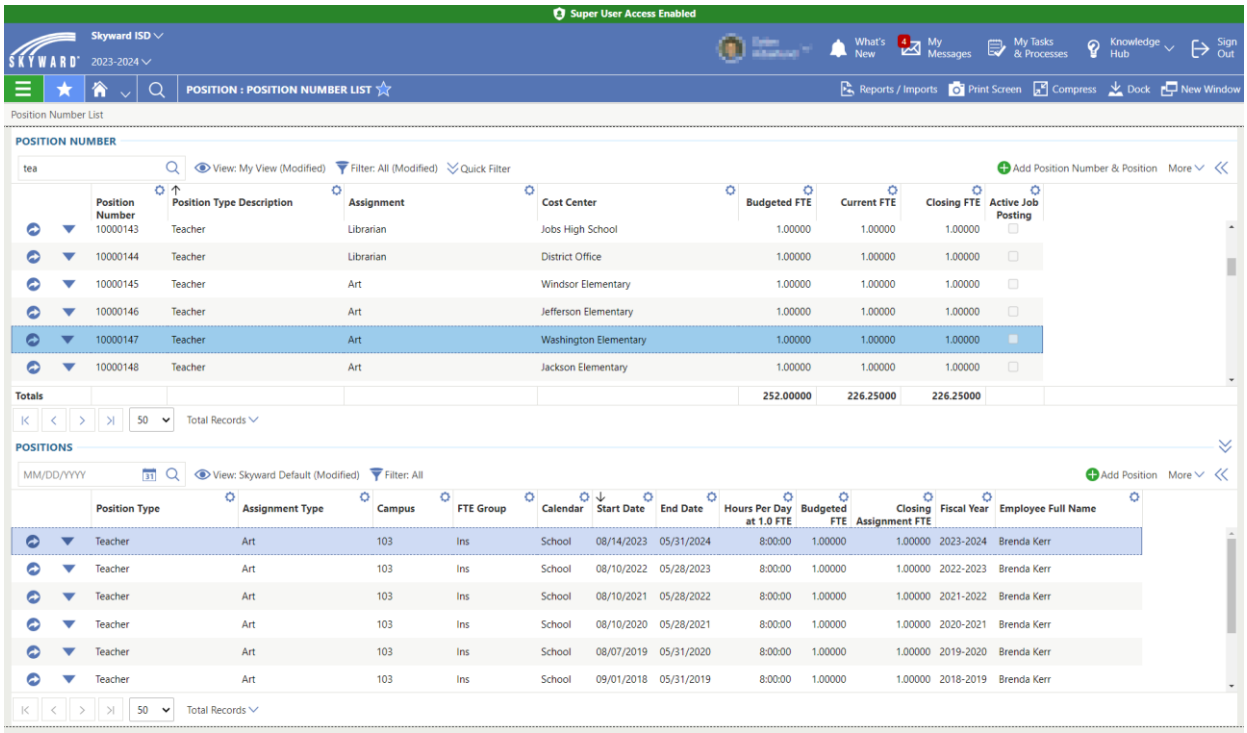
- Commonsense navigation
- Release W2s and other essential forms electronically
- Check time off balances, paycheck history, and more
- Request changes to personal information such as address, phone, W4, or direct deposit



## Position Management

Position Management is your one-stop shop for position control and employee administration. Position Management gives you the ability to view current and historical position information, control FTE maximums as you group positions based on district-defined criteria and enforce an optimal, as well as maximum, FTE limit. With Position Management, you can:

- Track employee's position, assignment, building, lane/step (if applicable), and salary information in one area
- Seamless integration with Payroll to drive pay type creation. Not only create employees' primary pay, but also additional pay types
- Create contract letters which can be sent electronically and signed through Employee Access




## Substitute Tracking

Substitute Tracking will help you pay substitute teachers, track hours worked, and view assignment pay histories. You can easily report on all information related to substitute events.

- Customizable pay scales, so you can establish specific substitute pay rates
- Automate rate increases based on the total number of times a substitute works in your district
- Streamline the process for tracking days of absence and full-day substitutes

### Time Off

Time Off provides you with the ability to create and approve time off requests, and it generates pay appropriately as paid, unpaid, or by docking the employee depending on their time off balance. Skyward's Time Off module also allows you to allocate the proper amount of time off to each employee based on their anniversary date and/or an entered date.

- Allocate and track your employees' time off balances
- Fully electronic submission and approval process
- Request and approve time off through the mobile app

## Added Value

### Accounts Receivable

Centralize all your customer account information into one database. Balances, payments, and invoice details are housed in one central location for maximum accuracy and efficiency. Accounts Receivable will track incoming payments to your district, create aging reports, process batch payments, print invoices, and much more. Your built-in reports will automatically display the information you need to get real-time visibility into your Accounts Receivable. With Accounts Receivable, you can:

- Manage invoices to promote timely billing and increase revenue
- Use reports and graphs to help track vendors, invoices, aging, and more
- Clone your recurring weekly, monthly, and yearly invoices

### Applicant Tracking

The success of your district hinges on hiring the right people, and with Skyward's Applicant Tracking you can do just that. With Applicant Tracking, you can post jobs for openings at your organization and collect applications from both internal and external candidates. Review applications with ease via customized hiring processes and create or update employee records for selected hires. Applicant Tracking is integrated with Skyward's core ERP functionality which makes it easy when it comes time to transfer new employee information into your HR systems. Applicant Tracking gives you the ability to:

- Identify and act on vacant positions faster
- Post positions internally, externally, or both
- Remove bulky paperwork and tedious data entry from the hiring equation
- Improve retention with a better onboarding process

### Assets

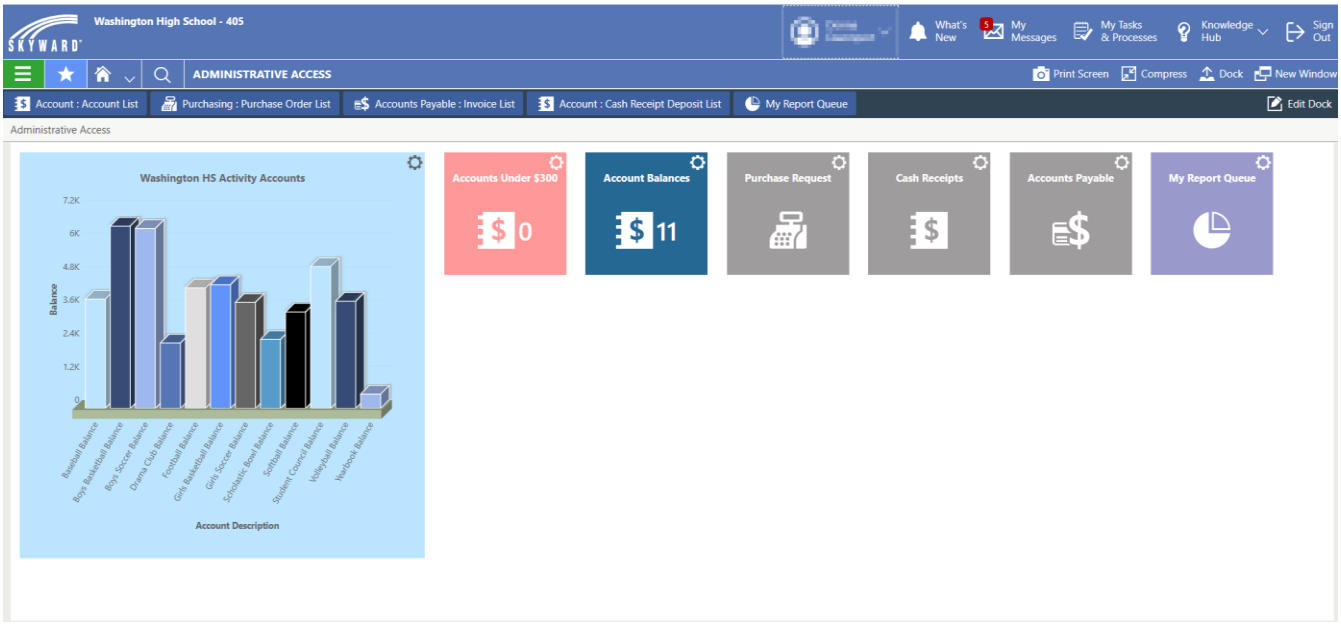
From acquisition to disposal (and everything in between), you can record, maintain, and report all of your fixed assets for each site according to GASB 34 standards. Easily generate asset information from purchase orders or invoices that have been previously entered into Accounts Payable. You can also set up depreciation on your own schedule. Some key benefits of Assets are:

- Fully integrated with the general ledger
- Account for and evaluate all your existing assets
- Identify asset location and type
- Log additions and disposals for review by auditors

### Activity Accounting

Basketball, yearbook, theater, school trips... Activity Accounting provides a simple way to stay organized while delegating business operations (cutting checks, writing POs, reconciling bank statements, etc.) to the school level. Activity Accounting ensures activity is only posted to specific accounts which can be defined to indicate a location, such as a specific school. With these separate, defined accounts, you're guaranteed balance by funding and entity. Activity Accounting lets you:

- Keep accurate, secure records of finances for sports and clubs
- Define account dimensions that indicate location
- Maintain separate bank reconciliations for each location




### Benefit Management

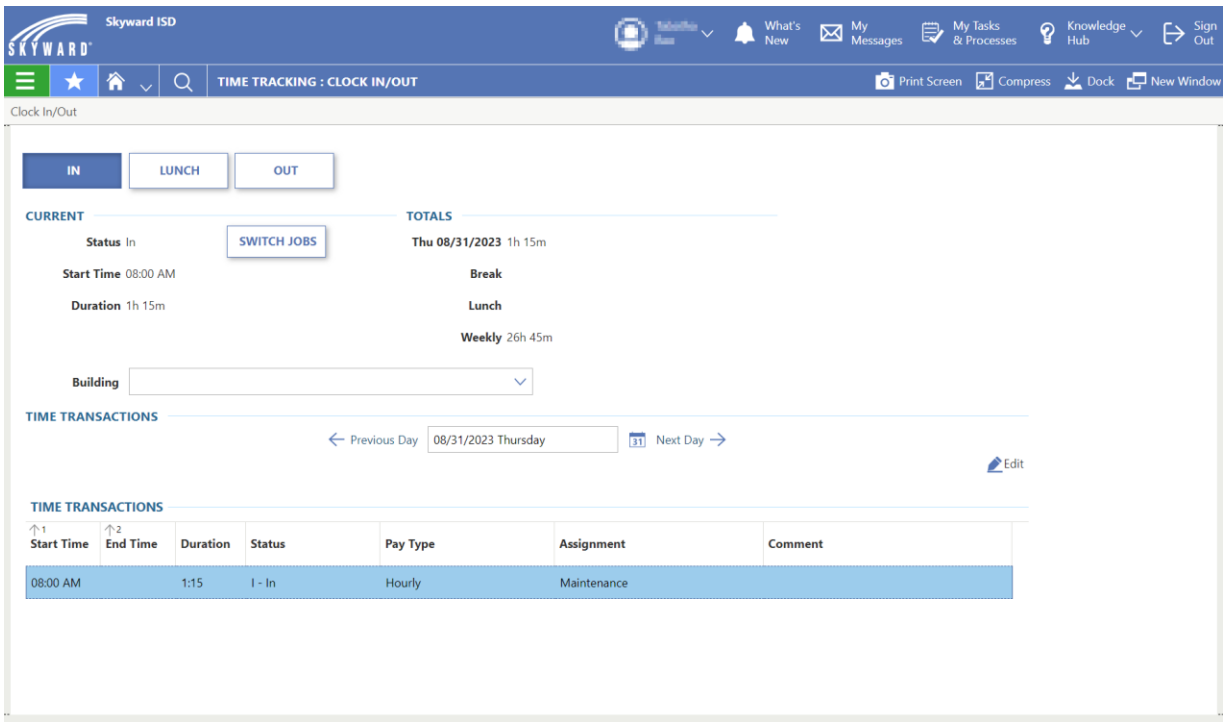
Benefit Management gives you the flexibility to accommodate many different plan types and options for your employees. You'll have the capability to create and customize plans, coverages, deduction benefit schedules, benefit groups, and sub plans. Improved functionality lets benefit specialists quickly mass add sub plans for each of the benefit groups in a single plan. The Open Enrollment process is fully integrated into our Payroll module, which means there's no need for exports and imports from third-party benefit providers. A few key features of Benefit Management are:

- Override or create a specific range for employees' FTE for those with multiple positions or assignments
- Clone benefits at year end to roll previous codes and employee elections into new year
- Retroactive adjustments let employees calculate balances and pay ahead
- Online Open Enrollment and Qualifying Life Events

### Time Tracking

Put the ownership of time back on your employees and stop worrying about manual entry of hours worked. Supervisors can verify time entries online and make sure actual hours match up with an individual's schedule. Even a small discrepancy in hours worked can have a big impact on keeping you compliant with the ACA. Time Tracking's detailed tracking and approval process takes the guesswork out of timesheets and ensures that your staff is being paid for the hours they're actually working. The following are a few benefits you'll see with Time Tracking:

- Clock in online, swipe a badge, or even use your phone
- Approved timesheets are automatically available in Payroll
- Different pay codes for different jobs under one login
- FLSA compliant




### Warehouse

The days of trying to keep up with stock balances are over. With the Skyward Warehouse all your transactions are recorded in real-time and automatic notifications can be set. We make it easy for you to store and report on multiple warehouses separately. Every time an item is purchased and received, your expense account and general ledger are automatically updated. Have the ability to:

- Order at one quantity and stock at another
- Built-in reporting so you can make informed decisions
- Set your own thresholds for alerts on your dashboard

# 3. Proposal Submission Worksheet

Edina Public Schools

# Proposal Submission Worksheet

## Your Company

| | | | |
|---|---|---|---|
| **Company Name** | **Skyward, Inc,** | **Contact Name** | **Dave Ilkka** |
| **Address** | **2601 Skyward Drive** | **City** | **Stevens Point** |
| **State** | **WI** | **Zip** | **54482** |
| **Application Name:** | **Skyward Qmlativ Business Suite** | | |

## Your Team

| Role | Name | Title | Email |
|---|---|---|---|
| **Account Manager/Executive** | **Dave Ilkka** | **Vice President of New Business Development** | davei@skyward.com |
| **Sales Manager/Supervision** | **Jordan Roberts** | **Vice President of Sales** | jordanr@skyward.com |
| **Implementation Manager** | **Leslie Strong** | **Director of Project Management** | leslies@skyward.com |

## Your References

| District Name | Contact Name | Contact Title |
|---|---|---|
| Anoka-Hennepin ISD 11 | Michelle Vargas | Chief Financial Officer |
| Eden Prairie ISD 272 | Matthew Hippen | Director of Finance |
| Rosemount-Apple Valley-Eagan 196 | Christopher Onyango-Robshaw | Director of Finance & Operations |

## Qualifiers and Certifications

| Question/Data Point | Yes / No |
|---|---|
| Have you reviewed & agree with all terms, conditions, specifications, and requirements as described? | **Yes** |
| Is your application recognized as an approved solution by MDE for integration with MDE's Ed-Fi data reporting? | **Yes** |
| Do you certify you comply with FERPA? | **Yes** |
| Do you certify you comply with COPPA? | **Yes** |
| Do you certify you comply with all applicable Minnesota laws? | **Yes** |

## General System Requirements

| Question | Yes / No | Notes/Exceptions |
|---|---|---|
| Is your proposed application fully SaaS hosted (no District-hosted software/infrastructure required)? | **Yes** | Qmlativ is delivered as a fully SaaS-hosted solution. No District-hosted servers, software, databases, or related infrastructure are required to operate the application. |
| Does your proposed application support ROLE-based security? | **Yes** | Skyward's security framework is built entirely on a role-based access control model, giving districts precise, scalable control over who can see and do what across the entire ERP system. Administrators can define and assign security roles at a granular level — controlling access to individual screens, fields, reports, and workflows — ensuring that each employee sees only the data and functionality relevant to their position. Roles can be configured to reflect the district's organizational structure, whether that's separating payroll staff from HR generalists, limiting budget managers to their specific cost centers, or granting read-only access to building-level administrators. Qmlativ also supports role layering, allowing multiple roles to be assigned to a single user when their responsibilities span departments, and any changes to a role propagate automatically to all users assigned to it — eliminating the need for one-off permission edits. Beyond internal users, role-based security extends to employee access where access is governed by the same framework, ensuring consistent, auditable security enforcement across the entire platform. |

| | | |
|---|---|---|
| Does your proposed application support multi-factor authentication? | **Yes** | Skyward supports multi-factor authentication (MFA) as part of its layered approach to system security, providing Edina Public School District 273 with an additional safeguard against unauthorized access beyond traditional username and password credentials. When MFA is enabled, users are required to verify their identity through a secondary method — such as a time-based one-time passcode (TOTP) delivered via an authenticator app — before gaining access to the system. This added layer of protection is particularly critical for a K-12 environment where sensitive student, employee, and financial data must be protected against credential-based threats and unauthorized access attempts. Qmlativ's authentication framework is also designed to integrate with district identity providers, supporting single sign-on (SSO) configurations through standards such as SAML, which allows Edina Public School District 273 to leverage existing identity infrastructure — including tools like Microsoft Azure AD or Google Workspace — while still enforcing MFA policies at the district level. This means Edina Public School District 273 can align Qmlativ's authentication requirements with broader district security policies, providing consistent and compliant login experience for all staff across the organization. |

| | | |
|---|---|---|
| Does your proposed application support SSO (SAML/OIDC)? | **Yes** | Skyward supports Single Sign-On (SSO) through industry-standard protocols, including SAML 2.0, enabling districts to integrate Qmlativ seamlessly into the district's existing identity and access management infrastructure. With SSO enabled, staff can authenticate once through the district's identity provider — such as Microsoft Azure Active Directory or Google Workspace — and gain access to Qmlativ without needing to manage a separate set of credentials, reducing password fatigue and the associated security risks that come with credential sprawl. From an administrative standpoint, SSO simplifies user provisioning and deprovisioning, as access to Qmlativ can be governed centrally through the district's identity provider, ensuring that when an employee separates from the district, their access is terminated consistently and promptly across all connected systems. This integration also supports the district's broader cybersecurity posture by centralizing authentication enforcement, including MFA policies, at the identity provider level so that Qmlativ inherits those controls automatically. The result is a streamlined, secure login experience for district staff that aligns with modern identity management best practices and reduces the administrative burden on the district's technology team. |
| Does your proposed application provide comprehensive audit logging? | **Yes** | Skyward's ERP solution provides comprehensive audit logging across all modules, capturing a complete record of every system interaction — including who made a change, what was changed, the before and after values, and the date and time of the action. This audit trail spans financial transactions, configuration changes, user access events, and approval workflows, ensuring you have full transparency and accountability needed to satisfy internal controls, external audits, and state compliance requirements. Audit logs are readily accessible to authorized administrators and can be filtered, queried, and reported directly within the system, supporting both routine oversight and targeted review when needed. |

| | | |
|---|---|---|
| Does your proposed application provide configurable workflow automation? | **Yes** | Skyward provides user defined workflows for common approval workflows like time off requests, timesheet approvals, purchasing requests, budget transfers and more. Process management also allows districts to define custom workflows for district-defined processes. For common workflows requests like time off approvals, timesheet approvals, and purchasing requests districts define their tier-based approval system. This no code setup allows districts to easily define their approval levels without relying on Skyward or in-depth technical knowledge. Conditional levels can be set up within these workflows. Each area has its own approval structure so districts can define their workflow for each individual approval type. Process management is a district defined workflow tool that allows users to define the steps in their workflow and who owns them, assignees get notified and take action in Skyward, progress is visible, and audit trail provides transparency that your process has been completed as desired. |
| Does your proposed application provide API-first architecture? | **Yes** | Skyward supports secure API-based integrations, including managed APIs, OneRoster, and custom API options where needed. API access is controlled through Skyward's approval process to help ensure third-party vendors receive only the data required for approved integrations. |
| Does your proposed application support mobile devices? | **Yes** | Skyward's ERP solution is built with a fully responsive, browser-based architecture that provides seamless access across all modern mobile devices. This flexibility empowers district administrators, managers, and staff to stay productive and responsive whether they are in the office, at a school building, or on the go. Skyward also provides a mobile app for iOS and Android. |
| Does your proposed application support unlimited historical data retention? | **Yes** | Skyward's solution doesn't include data purging or archiving. |

## Functional System Requirements

| Area/ Section | Question | Yes / No | Notes/Exceptions |
|---|---|---|---|
| **Finance** | Does your proposed solution address all of these required functions?<br><br>***GENERAL LEDGER***<br>***BUDGETING***<br>***ACCOUNTS PAYABLE***<br>***PURCHASING***<br>***ASSET MANAGEMENT***<br>***GRANTS MANAGEMENT***<br>***BANK RECONCILIATION***<br>***FINANCIAL REPORTING*** | Yes | Skyward's ERP solution fully addresses all required financial functions that are listed. Skyward delivers a robust general ledger that serves as the financial backbone of the system, supporting multi-dimensional chart of accounts and real-time transaction processing, alongside a comprehensive budgeting module that enables multi-year planning, budget amendments, and real-time budget-to-actual comparisons. Accounts Payable and Purchasing work together to streamline the full procure-to-pay cycle — from requisition and purchase order creation through invoice matching, approval workflows, and vendor payment processing — while the Asset Management module tracks the full lifecycle of district assets including acquisition, depreciation, and disposal. The Grants Management module ensures school districts can effectively manage federal, state, and local grant funds with proper tracking, compliance reporting, and expenditure controls, and the Bank Reconciliation module simplifies the reconciliation of district bank accounts directly within the system for timely and accurate cash management. Rounding out the solution, Skyward's Financial Reporting capabilities provide powerful, configurable reporting tools — including dashboards, custom reports, and standard financial statements — giving district finance staff and leadership the real-time visibility and transparency needed to support informed decision-making across all financial operations. |

| | | | |
|---|---|---|---|
| **Human Resources** | Does your proposed solution address all of these required functions?<br><br>***EMPLOYEE RECORDS***<br>***POSITION CONTROL***<br>***BENEFITS ADMINISTRATION***<br>***RECRUITING***<br>***ONBOARDING***<br>***PERFORMANCE MANAGEMENT***<br>***PAYROLL*** | **Yes** | Skyward fully addresses Edina Public School District 273's required HR and Payroll functions through a single, integrated suite. The Employee module houses information pertaining to the employee's record. The Position module houses each job in the organization along with each employee's individual assignment details, including job responsibilities and compensation. Position control is built in to manage and control position creation, enforce optimal and maximum FTE limits, and track historical information. Deductions and benefits are maintained on the employee profile. Updates to deduction and benefit rates can be imported from 3rd party systems. Skyward's Applicant Tracking module allows the district to post jobs, collect and review applications, and create employee records for hired applicants. Paired with Process Management, Edina Public School District 273 can manage new hire onboarding by assigning tasks to HR, IT, Payroll, the new employee, and other stakeholders to ensure everything is in place. Payroll supports multiple pays, unlimited benefits and deduction, paperless processing, full tracking of check transactions, payroll runs, retro pay, etc. Skyward does not include a Performance Management module. |
| **Payroll** | Does your proposed solution address all of these required functions?<br><br>***PAYROLL PROCESSING***<br>***TAX MANAGEMENT***<br>***DIRECT DEPOSIT***<br>***GARNISHMENTS***<br>***LEAVE TRACKING*** | **Yes** | Skyward addresses these required payroll functions through its integrated Payroll, Employee Access, and Time Off modules. The Payroll module runs paperless payroll with a choice of direct deposit or physical checks, supports multiple pay rates and unlimited benefit and deduction types, and allows districts to define multiple disposable-earning calculations so the system can calculate garnishments automatically. Tax management is supported both at the payroll-processing level and through built-in state and federal reporting. Skyward manages all tax tables and updates the system accordingly. Leave tracking is handled by the Time Off module, which allows employees to create and approve time off requests and interfaces with payroll to generate pay appropriately as paid time or as a dock based on the employee's time off balance. Requesting and approving is fully electronic and available through Employee Access and the mobile app. |

## Submission Checklist

| Area/ Section | Question | Yes / No | Notes/Exceptions |
|---|---|---|---|
| **Minnesota School District Experience** | Have you included a **report of all of your Minnesota School Districts ERP client list (7/1/2019–5/30/2026)** including?<br><br>***GO LIVE DATE***<br>***MODULES IMPLEMENTED***<br>***TERMINATION DATE (IF APPLICABLE)*** | **No** | For confidentiality purposes, we are unable to disclose a comprehensive list of Minnesota clients who already benefit from partnering with Skyward. Upon being awarded the contract, Skyward would be willing to provide this list. |
| **Security** | Have you included a **report disclosing all cybersecurity incidents** disclosed (2021-2026) including?<br><br>***DATE***<br>***NATURE OF EVENT***<br>***IMPACT***<br>***NUMBER OF CLIENTS AFFECTED***<br>***REMEDIATION ACTIONS*** | **No (N/A)** | Skyward, Inc. has no publicly disclosed cybersecurity incidents/data breaches from 2021–2026. |
| | Have you included your **current SOC 2 Type II report** including?<br><br>**DATE OF AUDIT**<br>**AUDITING ORGANIZATION**<br>**SCOPE OF CERTIFICATION**<br>**SUMMARY OF FINDINGS** | **No** | For security reasons, we do not provide the current SOC 2 Type II report as part of an RFP response, to prevent unintended disclosure of sensitive information. The district can request and obtain the most current report after signing a non-disclosure agreement with our cloud hosting provider, ISCorp. |
| | Have you included the following information about your **Security Practices?**<br><br>**SECURE CODE REVIEW**<br>**DEPENDENCY SCANNING**<br>**VULNERABILITY TESTING**<br>**PENETRATION TESTING** | **Yes** | Security practices for Skyward and ISCorp, our cloud hosting provider, are included in the Skyward System Configuration located on pages 2-29 of the Infrastructure & Hosting Architecture section of our RFP response. |
| **Infrastructure & Hosting Architecture** | Have you included the following information about your **Hosting Environment**?<br><br>**CLOUD PROVIDER(S)**<br>**DATA CENTER LOCATION(S)**<br>**GEOGRAPHIC REDUNDANCY** | **Yes** | Hosting Environment information for Skyward and ISCorp, our cloud hosting provider, are included in the Skyward System Configuration located on pages 2-29 of the Infrastructure & Hosting Architecture section of our RFP response. |
| | Have you included the following information about your **Database Architecture?**<br><br>**DATABASE PLATFORM**<br>**REPLICATION STRATEGY**<br>**HIGH AVAILABILITY DESIGN** | **Yes** | Qmlativ Database Architecture information is included in the Skyward System Configuration located on pages 2-29 of the Infrastructure & Hosting Architecture section of our RFP response. |
| | Have you included the following information about your **Backup and Recovery?**<br><br>**BACKUP FREQUENCY**<br>**RETENTION SCHEDULE**<br>**RECOVERY POINT OBJECTIVE (RPO)**<br>**RECOVER TIME OBJECTIVE (RTO)** | **Yes** | Backup and Recovery information for Skyward and ISCorp, our cloud hosting provider, are included in the Skyward System Configuration located on pages 2-29 of the Infrastructure & Hosting Architecture section of our RFP response. |

| | | | |
|---|---|---|---|
| | Have you included the following information about your **Disaster Recovery?**<br><br>**DR ARCHITECTURE**<br>**FAILOVER PROCESS**<br>**TESTING SCHEDULE** | **Yes** | Disaster Recovery information for Skyward and ISCorp, our cloud hosting provider, are included in the Skyward System Configuration located on pages 2-29 of the Infrastructure & Hosting Architecture section of our RFP response. |

## Submission Checklist

| Area/ Section | Question | Yes / No | Notes/Exceptions |
|---|---|---|---|
| **Application Development & Deployment** | Have you included the following information about your **Source Code Management**?<br><br>**REPOSITORY PLATFORM**<br>**OWNERSHIP**<br>**BRANCHING STRATEGY** | **Yes** | Qmlativ Source Code management is included in the Skyward System Configuration located on pages 2-29 of the Infrastructure & Hosting Architecture section of our RFP response. |
| | Have you included the following information about your **Deployment Process?**<br><br>**DEVELOPMENT ENVIRONMENT**<br>**TEST ENVIRONMENT**<br>**PRODUCTION ENVIRONMENT**<br>**RELEASE PROCESS** | **Yes** | Deployment Processes for Skyward and ISCorp, our cloud hosting provider, are included in the Skyward System Configuration located on pages 2-29 of the Infrastructure & Hosting Architecture section of our RFP response. |
| | Have you included the following information about your **Change Management?**<br><br>**RELEASE SCHEDULE**<br>**EMERGENCY RELEASE PROCESS**<br>**ROLLBACK PROCEDURES** | **Yes** | Change Management for Skyward and ISCorp, our cloud hosting provider, are included in the Skyward System Configuration located on pages 2-29 of the Infrastructure & Hosting Architecture section of our RFP response. |
| **Sub-Processors** | Have you included the following information about your **Current Sub-Processors?**<br><br>**COMPANY NAME**<br>**SERVICE PROVIDED**<br>**DATA SHARED**<br>**STORAGE LOCATION**<br>**SECURITY CERTIFICATIONS** | **Yes** | Current Sub-Processors are included in the Skyward System Configuration located on pages 2-29 of the Infrastructure & Hosting Architecture section of our RFP response. |

| | | | |
|---|---|---|---|
| | Have you included the following information about your **Sub-Processors Standards and Requirements?**<br><br>**DATA TRANSMISSION METHODS**<br>**ENCRYPTION STANDARDS**<br>**MONITORING CONTROLS**<br>**VENDOR RISK MANAGEMENT PROCEDURES** | **Yes** | |

## Submission Checklist

| Area/ Section | Question | Yes / No | Notes/Exceptions |
|---|---|---|---|
| **Data Ownership & API Access** | Have you provided information about how you meet the district's **REQUIRED features?**<br><br>**DISTRICT SHALL RETAIN FULL OWNERSHIP OF ALL DATA**<br>**UNRESTRICTED ACCESS TO ALL DISTRICT-OWNED DATA**<br>**ABILITY TO EXPORT DATA AT ANY TIME**<br>**NO RESTRICTIONS ON THIRD-PARTY INTEGRATIONS**<br><br>**ABILITY FOR DISTRICT TO GRANT API ACCESS TO ANY THIRD-PARTY VENDOR** | **Yes** | Data Ownership information is included in the Skyward System Configuration located on pages 2-29 of the Infrastructure & Hosting Architecture section of our RFP response. |
| | Have you included the following information about your **APIs?**<br><br>**API DOCUMENTATION**<br>**RATE LIMITS**<br>**AUTHENTICATION METHODS**<br>**EXPORT CAPABILITIES** | **Yes** | API information is included in the Skyward System Configuration located on pages 2-29 of the Infrastructure & Hosting Architecture section of our RFP response. |
| **Integrated Time Clock** | Have you included the details about the capabilities of your **Integrated Time Clock?**<br><br>**MOBILE CAPABILITIES**<br>**GEOFENCING**<br>**SUPERVISOR APPROVALS**<br>**PAYROLL INTEGRATION**<br>**REPORTING CAPABILITIES**<br>**HARDWARE REQUIREMENTS** | **Yes** | Skyward's integrated Time Tracking module provides Edina Public Schools with a comprehensive, modern approach to employee time tracking that connects directly to payroll. On the mobile side, employees can clock in and out, view their schedules, and manage time entries directly from any mobile device through Skyward's responsive web interface or the mobile app, eliminating the need for employees to be at a fixed workstation to record their time. Geofencing is not supported but IP Address ranges can be used to determine what network employees would need to be connected to before recording time entries. Supervisors have real-time visibility into employee time activity and can review, edit, and approve or reject timesheets directly |

| | | | |
|---|---|---|---|
| | | | within Skyward. A tier based approval routing workflow ensures that timesheets pass through the appropriate chain of review before being submitted to payroll. The integration between Time Tracking and Skyward's Payroll module is native and seamless since this is all one software package. Approved hours flow directly into payroll processing without manual data entry or file imports, reducing errors and administrative overhead while ensuring that employees are paid accurately and on time. Robust reporting capabilities give HR and Finance staff access to time and attendance data across the school district. Regarding physical hardware, Skyward's Time Tracking module is primarily software-driven and browser-based, meaning the district can leverage existing devices — including desktop computers, tablets, and mobile phones. Skyward does support dedicated time clock hardware for locations where a fixed clock-in station is preferred, providing Edina the flexibility to deploy the solution in a way that matches each building's operational needs. Physical time clocks and kiosk functionality is provided through Skyward's exclusive third party School Technology Associates and does have an additional cost. If Edina Public Schools is interested in physical time clocks and kiosks, additional information and pricing can be provided. |
| **Implementation Plan** | Have you included the following information about your **Implementation Management Team?**<br><br>**PROJECT MANAGER**<br>**SUPPORT TEAM**<br>**NUMBER OF MINNESOTA-BASED SUPPORT STAFF**<br>**NUMBER OF ERP-DEDICATED SUPPORT STAFF** | **Yes** | Project Manager and Support Team will be determined upon receipt of PO. We do not have any support staff residing in Minnesota; however, we do have Minnesota certified staff. Skyward has a total of 90 employees dedicated to our ERP support. |
| | Have you included the details about your **Implementation Plan?**<br><br>**DATA MIGRATION STRATEGY**<br>**TESTING STRATEGY/PLAN**<br>**CUTOVER PLAN** | **Yes** | |
| | Have you included the details about your **Post-Implementation Plan?**<br><br>**CHANGES TO CONTACTS FOR SUPPORT**<br>**PROCESS TO REPORT BUGS**<br>**PROCESS TO REQUEST TRAINING** | **Yes** | |

## Submission Checklist

| Area/ Section | Question | Yes / No | Notes/Exceptions |
|---|---|---|---|
| Ongoing Support | Have you included the details of your support **Support Staffing?**<br><br>**NUMBER OF SUPPORT PERSONNEL**<br>**NUMBER OF MINNESOTA-BASED SUPPORT STAFF**<br>**NUMBER OF ERP-DEDICATED SUPPORT STAFF** | **Yes** | Skyward has a total of 178 support personnel. We do not have any support staff residing in Minnesota; however, we do have Minnesota certified staff. Skyward has a total of 90 employees dedicated to our ERP support. |
| | Have you included the following information about your **Support Performance Metrics?**<br><br>**AVERAGE RESPONSE TIME**<br>**AVERAGE RESOLUTION TIME**<br>**ESCALATION PROCESS**<br>**SLA COMMITMENTS** | **Yes** | Please refer to the Ongoing Support section located on pages 101-110 of our RFP response. |
| | Have you included the details about your capabilities for **Onsite Support?**<br><br>**PROVIDE ONSITE SUPPORT**<br>**CONDUCT TRAINING**<br>**ASSIST WITH MAJOR INCIDENTS** | **Yes** | Please refer to the Ongoing Support section located on pages 101-110 of our RFP response. |
| | Have you included the following information about your **Support Platform?**<br><br>**CUSTOMER PORTAL**<br>**TICKETING SYSTEM**<br>**KNOWLEDGE BASE**<br>**SERVICE STATUS MONITORING** | **Yes** | Please refer to the Ongoing Support section located on pages 101-110 of our RFP response. |

## One-time and Implementation Costs

These spaces are provided for additional cost descriptions that aren't associated with the ones provided.

| Description | Proposed Amount | U/M | Est Qty | Fixed? | Notes |
|---|---|---|---|---|---|
| Project Management | $13,020 | | 1 | Yes | |
| Solution Configuration | | | | | Included |
| Data Migration | $54,882 | | 1 | Yes | |
| Integrations | | | | | TBD |
| Testing | | | | | Included |
| Training | $73,020 | | 1 | Yes | |
| Go-Live Support | | | | | Included |
| Travel & Expenses | | | | | Included |
| Consulting | $25,740 | | 1 | Yes | |
| Cloud Set up | $840 | | 1 | Yes | |
| | | | | | |
| CORE | $141,780 | | 1 | Yes | |
| Applicant Tracking | $16,116 | | 1 | Yes | |
| Time and Attendance | $16,116 | | 1 | Yes | |
| Assets | $10,200 | | 1 | Yes | |
| Benefit Management | $10,200 | | 1 | Yes | |
| Developer API (unlimited) | $0 | | 1 | Yes | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

## Professional Services Rate Card

These spaces are provided for additional position descriptions that aren't associated with the ones provided.

| Description | Amount/Rate | U/M | Minimum |
|---|---|---|---|
| Project Manager | Included | | |
| Functional Consultant | Included | | |
| Technical Consultant | Included | | |
| Integration Developer | Included | | |
| Trainer | Included | | |
| | | | |
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## Proposed Pricing/Cost Estimates

### Annual Subscription Costs

These spaces are provided for additional feature/module descriptions that aren't associated with the ones provided.

| Feature/Module Description | Proposed Amount | U/M | Est Qty | Fixed? | Notes |
|---|---|---|---|---|---|
| Financial Management | | | | | $46,079 |
| Human Resources | | | | | Included in CORE |
| Payroll | | | | | Included in CORE |
| Employee Self Service | | | | | Included in CORE |
| Workflow | | | | | Included in CORE |
| Reporting/Analytics | | | | | Included in CORE |
| Applicant Tracking | | | | | $5,238 |
| Assets | | | | | $3,315 |
| Benefit Management | | | | | $3,315 |
| Time and Attendance | | | | | $5,238 |
| Developer API (unlimited) | | | | | $3,825 |
| Cloud Hosting | | | | | $17,000 |

### Proposed Year Changes

| Year | Maximum % Increase to Subscriptions or Fees |
|---|---|
| 1 | 0% |
| 2 | 0% |
| 3 | 0% |
| 4 | 3.8% |
| 5 | 3.8% |

# 4. Implementation Plan

# Implementation

From the minute your project kicks off, Skyward's knowledgeable and dedicated team of industry specialists will begin working with your project manager and other key personnel to determine the best way to migrate and verify your data, train your staff, and personalize your solution within the required timeline. The move to new technology doesn't have to be painful. Skyward has a large and experienced team of project managers to make sure you are set up for success. Your data will be ready, and your staff will be too.

## Consultation

Skyward SmartStart consulting involves taking the time to learn your operations inside and out, so everything from training to configuration will be based on meeting your district's unique needs. Skyward SmartStart gives you the opportunity to draw on Skyward's 46 years of experience in the industry. Our internal solution consultants will share best practices from districts just like yours that are already using our technologies. The result is a more complete implementation that will get you off to a successful start on your new system.

## Project Management

Your project manager will be a direct line to everyone working on your project—from the solution engineers to the implementation specialists. Their end goal is to make sure you are satisfied with everything throughout the implementation process. Project managers provide their districts with clear and detailed instructions at every step of the way, sharing content, ensuring efficiency, and keeping things moving forward. They will work with you to develop a detailed timeline for migrating your data, training your staff, and providing support when you're ready to flip the switch.

## Data Migration

Skyward is proud to offer full data migration services. This means that you don't need to worry about migrating any data, as we'll guide you through the process of moving all your information into Skyward. Our Data Migration Manager and team of Migration Engineers will work to ensure that your migration is efficient and successful. We've also developed our own data migration programs which will provide you with unmatched quality control and review. We have done this thousands of times, moving new customers from more than 200 different systems. We've got this.

## Training

Comfortable, confident staff is far more important to your success than the technology you use. Skyward provides you with a team of experts that will teach your staff how to get the most out of your technology. Self-service options will also reduce the need for retraining and empower your staff to pursue their own development. Your new Professional Development Center will serve as the go-to resource for training and development. Here, your staff can learn on their own time and in their own way.

## Support

The last thing you want is to feel like you've been left to sink or swim on your own. Skyward provides you with multiple ways to contact us regarding any questions that may arise. Along with our extensive training, documentation, and community, we have a whole bunch of friendly faces waiting to help you out via phone, web, and even live chat. However you choose to contact us, your questions are entered into our support system and reviewed by our trained support specialists. This helps us to identify the problem and quickly work to resolve it.

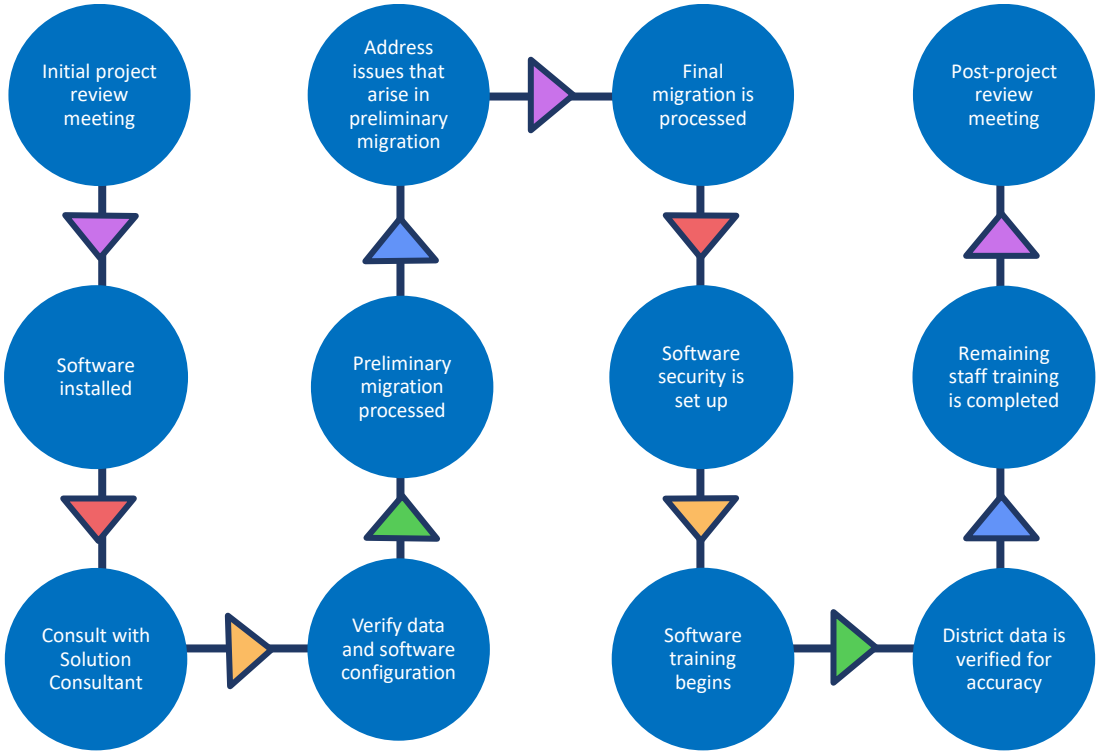
# Implementation Overview

The implementation of new administrative technology is a major undertaking that requires close collaboration from start to finish. Skyward has established an innovative solution to address some of the pains of the implementation process, while setting up our clients for long-term success. Skyward's SmartStart Consulting service will help Edina Public School District 273 achieve the smoothest transition possible and ensure that the technology is aligned with your business practices while working to control scope, schedule, and budget. Our solution consultants start by meeting with Edina Public School District 273 to obtain an in-depth understanding of district processes. Areas of opportunity are then identified where best practices are modified or the technology can be configured to create the best fit for your district. From there, Skyward's staff will help to personalize your training and data migrations.

Skyward's School Business Suite will provide Edina Public School District 273 decision makers, end-users, and stakeholders with easy, flexible, dynamic, and user-friendly access to our ERP functions, while improving your district's efficiency for business processes and operations.

We are confident we have the resources and experience to meet the sample implementation project timelines we've provided. Please refer to pages 20-29 of this section of the RFP response for the Edina Public School District 273 Sample Implementation Plans. Skyward's staff is passionate about what we do, and that passion can be seen in every phase of the process, starting with this RFP response, through go-live and beyond. Our project management approach for meeting these timelines are as follows:

## Benchmarks and Milestones



# Background to the Preparation of the Project Workplan

Our approach for implementing an Enterprise Resource Planning System across multiple departments is to involve the key stakeholders early within the implementation process. To help ease the transition, we implement Skyward software in phases. Various deliverables will be completed and provided to the district within each phase. Upon completion of the Project Planning phase, the district implementation team will receive a completed Scope Document, Project Schedule, and access to a private SharePoint site, which will host all the important documentation needed during the implementation. Microsoft Planner may also be used to help track the phases and corresponding tasks and due dates.

Skyward has included a Sample Project Scope Plan with our response. Please see the next page of the RFP response for the sample document. The Project Scope Plan allows Skyward to communicate with our customers more effectively as well as encourage early discussions with internal team members directly involved in this implementation.

# Sample Project Scope Plan

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# PROJECT SCOPE STATEMENT

EDINA PUBLIC SCHOOL DISTRICT 273

QMLATIV BUSINES

SAMPLE



# DOCUMENT HISTORY

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| | |
|---|---|
| PROJECT | Edina Public School District 273 |
| PROJECT MANAGER | TBD |
| DOCUMENT VERSION | 0.1 |
| DOCUMENT STATUS | Draft |
| DOCUMENT AUTHOR | Madelyn Pelot |
| DATE CREATED | 2026-07-02 |

| VERSION | DATE | AUTHOR | COMMENT/CHANGE |
|---|---|---|---|
| 0.1 | 2026-07-02 | Madelyn Pelot | Draft |
| | | | |

SAMPLE

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SAMPLE

# PROJECT OVERVIEW

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| DELIVERY UNIT | DESCRIPTION |
|---|---|
| Installation Type | ISCorp Hosted |
| Suite Type | Business |
| Platform Type | Qmlativ |
| Migrations Included | Yes |
| Consulting Package Type | Platinum; Onsite (3 Days), WebEx (94 Hours) |
| Training Type | Onsite (9 Days), WebEx (262 Hours), Professional Development Center |
| Desired Go-Live Date | 10/1/27 |

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# PROJECT MANAGEMENT

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## DETAILED DELIVERABLES

- It is the mission of the Skyward Project Management Team to facilitate and design the most successful consultation, data migration and training plan unique to your environment and needs.
- A document repository for the implementation.
- A finalized Scope Document.

## CUSTOMER RESPONSIBILITIES

- Communicate any issues, concerns or needed changes to the proposed project dates and times as soon as they are discovered.
- Provide dedicated time and resources to attend the events scheduled by the Project Manager.
- Provide data, materials and other information necessary for successful project completion.

## SKYWARD RESPONSIBILITIES

- Coordinate and schedule all events around Installation, Migrations, Consulting and Training in conjunction with the Edina Public School District 273 provided resources and schedules.
- Inform customer of required data, materials and other information necessary for successful project completion.
- Handle any issues and concerns to mitigate delays and risks to the project schedule or increases to the project budget.
- Handle change requests that may occur throughout the project life cycle.
- Coordinate any escalation events with both Skyward and Edina Public School District 273. (Refer to the Escalation Policy for details.)
- Your dedicated Skyward Project Manager will transition off of the project after the go live month. Skyward Project Management will still be available for scheduling, and you can always reach out to your Skyward Account Manager.

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# INSTALLATION

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## DETAILED DELIVERABLES

- Installation and configuration of Skyward environments.

## CUSTOMER RESPONSIBILITIES (ISCORP SECURE CLOUD HOSTED)

- Provide requested documentation by assigned and agreed upon due date back to ISCorp/Skyward team.
- Attend scheduled meetings with Skyward and ISCorp staff.
- Understand the ISCorp hosting policies, including the product update schedule and planned maintenance windows.
- Complete assigned action items as necessary for external interfaces such as email, LDAP or other third-party interfaces.
- Contact your Skyward Project Manager with questions, concerns and delays prior to the due date of the requested meeting and/or materials.

## SKYWARD RESPONSIBILITIES (ISCORP SECURE CLOUD HOSTED)

- Organize the necessary communications (emails, meetings, etc.) between Edina Public School District 273 and ISCorp/Skyward team.

## ISCORP RESPONSIBILITIES (ISCORP SECURE CLOUD HOSTED)

- Install and configure servers, provide product access information to the customer.
- Assist with setup for external interfaces such as email, LDAP or other third-party interfaces as necessary.
- Assist with implementation as necessary, verify that the system is fully functional, install product updates and provide ongoing support as necessary.

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# DATA MIGRATIONS

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## DETAILED DELIVERABLES

- Data Migrations from your legacy system to Skyward.
  - Further information can be found in your Data Migrations Welcome Letter.

## CUSTOMER RESPONSIBILITIES

- Upon request of Skyward, provide a full backup of data and verification materials as needed throughout the project life cycle.
- Proper planning to have access to the data on your current system for up to 6 months after go-live date.
- Posting of data and verification materials (that match) by the dates assigned by your Project Manager is necessary by the customer to keep the project on schedule.
- Have dedicated staff to answer questions regarding your data in a timely manner throughout the data migration process.
- Edina Public School District 273 **must** review migrated data and provide feedback within the requested deadline(s) provided by your Project Manager or Skyward Migration Programmer. Any feedback provided after deadlines will not be captured in live data migrations.

## SKYWARD RESPONSIBILITIES

- Provide migrated data in accordance with the established timeline.
- Maintain confidentiality of your data throughout the migration process.
- Establish and maintain proper communications throughout the implementation process.
- Review data and verification materials in a timely manner and provide feedback within 2 business days.

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# CONSULTING & TRAINING

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## DETAILED DELIVERABLES

- Consulting on purchased software modules.
- Completed Setup database.
- Comprehensive Consulting Deliverable document detailing decisions made during consulting.
  - Further information can be found in your Consulting and Training Welcome Letter.

## CUSTOMER RESPONSIBILITIES

- Edina Public School District 273 will work with the Consultant(s) and provide feedback of how they will want to configure their Skyward database(s).
- Have the correct people at the designated sessions to optimize the performance of your system.
- Provide a complete list of all third-party interfaces the customer is currently using.
- Contact your Skyward Project Manager with questions, concerns, and delays prior to the due date of the requested meeting and/or materials.
- Have the appropriate equipment and facilities for each identified session per discussions with the Project Manager and/or Trainers.
- Complete any assigned homework from the Consultant or Trainer before the due date.
- Utilize the software and tools provided by Skyward to Go Live.
- Utilize the Professional Development Center (PDC) to help train staff. Completing courses prior to scheduled training sessions is Skyward's best practice.

## SKYWARD RESPONSIBILITIES

- Coordinate and schedule all events around the Consulting and Training.
- Set up a Consulting and Training plan that allows Edina Public School District 273 to go live on the proposed date.
- Provide a customer-specific experience with regard to using the software based on the customer's needs and Skyward's abilities.
- Provide assistance when questions arise around the software and the implementation process.
- Evaluate and develop a plan to incorporate the customer's third-party interfaces.

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- Provide suggestions to update the implementation plan throughout the project lifecycle as it benefits the customer.

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# ASSUMPTIONS

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**The following is a list of Assumptions we are operating under while moving through your implementation:**

- All referenced sections in this document will have an accompanying Welcome Letter to better define and support your implementation. Edina Public School District 273 is responsible for reviewing and understanding content within the Welcome Letters.
- The parameters described throughout this document are accurate and complete.
- Edina Public School District 273 has dedicated resources to allocate to the project.
- Edina Public School District 273 and Skyward employees will attend regularly scheduled appointments with any/all necessary documentation to keep the implementation on track.
- Communication between Edina Public School District 273 and Skyward will be prompt, open and forthcoming to allow for the most successful implementation possible.
- Communication (including issues or concerns) between Edina Public School District 273 and Skyward will be channeled directly through the Project Manager.
- Training that may occur in the training database is done with generic data that may not directly reflect the business process at Edina Public School District 273.
- Edina Public School District 273 is responsible for creating and testing any third-party imports or exports if a pre-existing template does not already exist.
    - Skyward can offer assistance with this process as a billable service.
- Edina Public School District 273 is responsible for reviewing available Skyward canned reports as Skyward will have different reports than your legacy system.
- If none of the canned reports meet the needs of staff, a custom report can be created by Edina Public School District 273 via the Report Designer.
    - Skyward can offer assistance with this process as a billable service.
- Edina Public School District 273 will obtain responsibility for submitting service requests (software or hardware) after Go Live.
- Upon utilization (or expiration) of purchased training hours from the sales proposal, Edina Public School District 273 will be responsible for purchasing additional training hours at the current on demand training hours rate.
- Skyward's standard best practice to train district staff in a train the trainer model. This entails Skyward training a select group of staff at the district, who then in turn train their staff.

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- When scheduling all necessary training sessions, we will default to following Skyward's standard training schedule, which is as follows (listed in Central Time):
    - 8:30-11:30am – Morning
    - 1:00-4:00pm – Afternoon
    - 8:30-3:30pm – Full Day (Webex or Onsite)
        - This includes a 1-hour break for lunch
- Edina Public School District 273 is responsible for handling accounting adjustments with bank reconciliation variances. Skyward will make every effort to identify the reasons, but we are not responsible for making changes in your live database. Skyward recommends that you verify any accounting adjustment recommendations with your auditor as Skyward representatives are not accountants nor tax professionals.

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# CONSTRAINTS

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**The Constraints of this project are limited to the purchased parameters listed in the Project Overview and the available resources Edina Public School District 273 has allocated to the implementation of the software. The Constraints are directly dependent on the established Go-Live date listed in the Project Overview. Add any additional constraints here: i.e. short timeline, low training hours, one-off situations, etc.**

- *This will be completed upon purchase and start of implementation*

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# RISKS

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**Failure of either Edina Public School District 273 or Skyward to comply with the expectations listed above in this document may pose risk to the timeline or budget of this project. Some examples of delay-causing risks include, but are not limited to:**

- Not completing post-training assignments by the expected due dates.
- Not posting data and verification materials by a specified time.
- Inadequate review and feedback of preliminary data will impact live data migrations and potential clean up that needs to be completed by **Edina Public School District 273.**
- Last-minute cancellation of scheduled sessions (consulting or training).
- Inclement weather concerns may cause travel delays for onsite visits.
- Request for Change to the approved Project Scope.

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# ESCALATION POLICY

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**Skyward has an Escalation Policy to handle issues and concerns as they pertain to jeopardizing the scope, budget and/or timeline of the project. Not every issue or change to the project throughout the project lifecycle will go through the Escalation Policy. This is up to the discretion of the Project Manager. The process for an Escalation is as follows:**

The issue at hand will be documented and tracked from the Project Manager as soon as it is defined by the project team.

As soon as the defined issue is identified to have an opportunity to affect the outcome of the project, the Project Manager will notify the customer project lead as well as his/her team manager.

The Project Manager's Team Manager will determine if the issue needs to be taken any higher in the Skyward organization. The escalation will go from the Project Manager to the Team Manager to the Branch Manager and finally to the Director of Project Management if the issue warrants this succession. In the event of an escalation, the Team Manager will help the Project Manager to coordinate a meeting with Edina Public School District 273 to discuss the issue and the possible solutions at hand.

- The solutions may result in a valid Request for Change to the project. These are approved by both Edina Public School District 273 and Skyward prior to implementing the change.
- The Edina Public School District 273 escalation response will flow through [CUSTOMER Escalation Contact(s), Title(s)].
    - *This will be completed upon purchase and start of implementation*

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# REQUESTS FOR CHANGE

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**The following Requests for Change were submitted during the project and therefore belong to the scope of the project:**

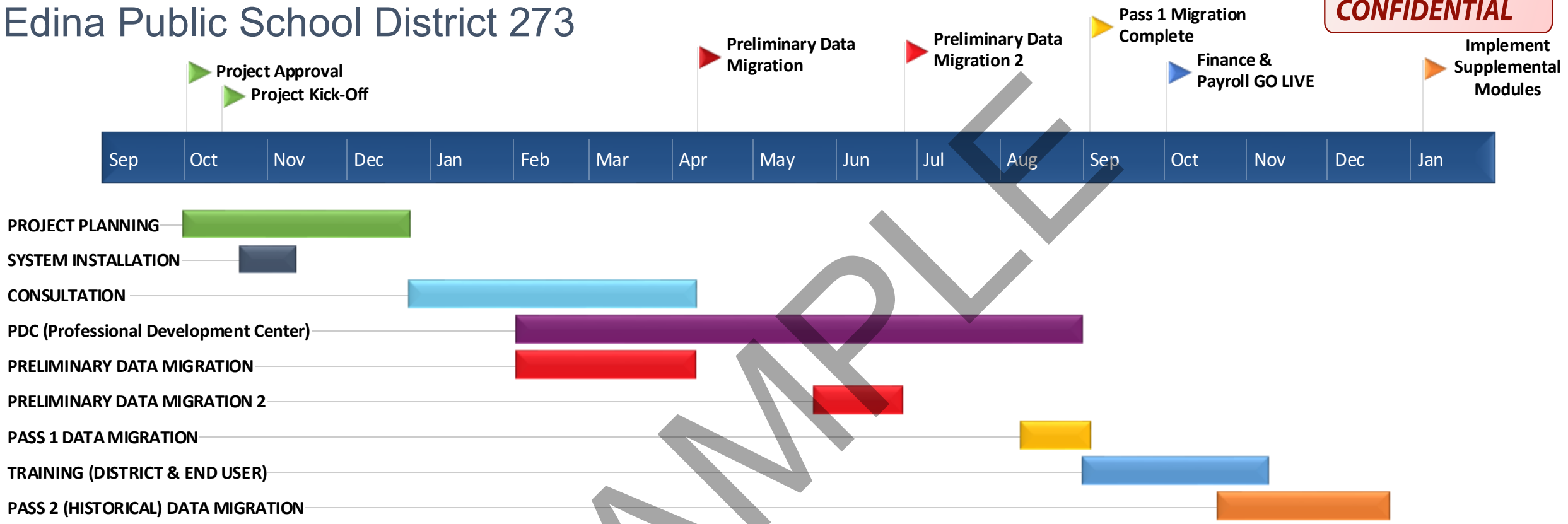
| CHANGE No. | DATE | DESCRIPTION OF CHANGE | STATUS |
|---|---|---|---|
| | | | |

SAMPLE

# Business Overview Sample Implementation Timeline

# Skyward Qmlativ ERP Sample Implementation – October 2027
# Edina Public School District 273

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## Project Planning
- Project Kick-Off
- Identify Project Team
- Establish Project Communication Procedures and Escalation Contacts
- Finalize Implementation Schedule

## System Installation
- Software/Database Installation
- Technical Staff Training
- Test Environment/End system set-up

## Consultation/Configuration
The purpose of this phase is to achieve a common understanding of how the District conducts its business.
- Data Migration Strategy and Plan
- Core Module discussions
- Completion of Payroll Cross Reference Worksheets
- Develop requirements for reports, interfaces and migrations

## Data Migration
- Initial Meeting with Migration Manager
- Preliminary Migration and Review
- PASS 1 Migration (includes data needed for Go-Live)
- Ancillary Migrations
- PASS 2 Migration (includes historical data)
- Data Verification

## Training
A customized training plan will be created based on knowledge gained during the Consulting Sessions.
- A combination of PDC (Professional Development Center), webinars and train-the –trainer methods will be used
- Module specific training
- District Level and End User Training

# Business Detailed Sample Implementation Plan

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Edina Public School District 273 - Sample Implementation Plan.mpp

| ID | Task Name | Duration | Start | Finish | Resource Names |
|---|---|---|---|---|---|
| 1 | **Edina Public School District 273- Sample Implementation Plan** | **335 days** | **Thu 10/1/26** | **Wed 1/12/28** | |
| 2 | **Preparation and System Setup** | **60 days** | **Thu 10/1/26** | **Wed 12/23/26** | |
| 3 | Order Software | 1 day | Thu 10/1/26 | Thu 10/1/26 | District Administration |
| 4 | Kick Off Meeting | 1 day | Wed 10/14/26 | Wed 10/14/26 | District Administration,District IT Manager,District Project Manager,Skyward Project Manager |
| 5 | Additional Stakeholder Meetings | 5 days | Thu 10/15/26 | Wed 10/21/26 | District Administration,District IT Manager,District Project Manager,ISCorp Network Administrator,Skyward Data Migration Manager,Skyward Project Manager |
| 6 | Installation of Software and Databases | 15 days | Thu 10/22/26 | Wed 11/11/26 | District IT Manager,ISCorp Network Administrator |
| 7 | Finalize Implementation Schedule | 30 days | Thu 11/12/26 | Wed 12/23/26 | District Administration,District Project Manager,Skyward Project Manager |
| 8 | End System Setup | 0 days | Wed 12/23/26 | Wed 12/23/26 | |
| 9 | **Preliminary Data Migration and Verification** | **127 days** | **Thu 10/15/26** | **Fri 4/9/27** | |
| 10 | Data Preparation Meeting | 2 days | Thu 10/15/26 | Fri 10/16/26 | District Administration,District IT Manager,District Project Manager,Skyward Data Migration Manager |
| 11 | Initial Data and Verification Provided to Skyward for Review | 7 days | Wed 10/28/26 | Thu 11/5/26 | District Project Manager,District FIN/AP/Purchasing Personnel,District HR Personnel,District Payroll Personnel,District IT Manager |
| 12 | Database Backup (or Files) Provided to Skyward | 2 days | Tue 2/2/27 | Wed 2/3/27 | District IT Manager,District Project Manager |
| 13 | Supporting Verification Materials Provided to Skyward | 2 days | Tue 2/2/27 | Wed 2/3/27 | District FIN/AP/Purchasing Personnel,District HR Personnel,District Payroll Personnel,District Project Manager |
| 14 | Conversion of Preliminary Finance & Payroll Data | 31 days | Thu 2/18/27 | Thu 4/1/27 | Skyward Programmer,Skyward Quality Assurance |
| 15 | Converted Data Uploaded for Review | 1 day | Fri 4/2/27 | Fri 4/2/27 | District IT Manager,ISCorp Network Administrator |
| 16 | Data Comparison and Verification | 5 days | Mon 4/5/27 | Fri 4/9/27 | District Administration,District FIN/AP/Purchasing Personnel,District HR Personnel,District Payroll Personnel,District Project Manager |
| 17 | Preliminary Data Migration Complete | 0 days | Fri 4/9/27 | Fri 4/9/27 | |
| 18 | **SmartStart Consultation** | **77 days** | **Thu 12/24/26** | **Fri 4/9/27** | |
| 19 | Finance & Budgetary | 5 days | Thu 12/24/26 | Wed 12/30/26 | District FIN/AP/Purchasing Personnel,District Project Manager,Skyward Customer Success Consultant |
| 20 | Position Management | 5 days | Mon 1/4/27 | Fri 1/8/27 | District HR Personnel,District Project Manager,Skyward Customer Success Consultant |
| 21 | Payroll | 5 days | Wed 1/13/27 | Tue 1/19/27 | District Payroll Personnel,District Project Manager,Skyward Customer Success Consultant |
| 22 | Database Setup Session | 7 days | Fri 1/22/27 | Mon 2/1/27 | District FIN/AP/Purchasing Personnel,District HR Personnel,District Payroll Personnel,District Project Manager,Skyward Customer Success Consultant |
| 23 | Time Off | 1 day | Tue 2/9/27 | Tue 2/9/27 | District HR Personnel,District Payroll Personnel,Skyward Customer Success Consultant |
| 24 | Sub Tracking | 1 day | Mon 2/15/27 | Mon 2/15/27 | District HR Personnel,District Payroll Personnel,Skyward Customer Success Consultant |
| 25 | Additional Modules | 5 days | Fri 2/26/27 | Thu 3/4/27 | District Administration,District FIN/AP/Purchasing Personnel,District HR Personnel,District Payroll Personnel,District Project Manager,Skyward Customer Success Consultant |
| 26 | Preliminary Data Review Guidance | 5 days | Mon 4/5/27 | Fri 4/9/27 | District FIN/AP/Purchasing Personnel,District HR Personnel,District Payroll Personnel,District Project Manager,Skyward Customer Success Consultant |
| 27 | **Professional Development Center (Self Paced Training)** | **151 days** | **Tue 2/2/27** | **Tue 8/31/27** | |

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Edina Public School District 273 - Sample Implementation Plan.mpp

| ID | Task Name | Duration | Start | Finish | Resource Names |
|---|---|---|---|---|---|
| 28 | Enroll Staff in Professional Development Center | 1 day | Tue 2/2/27 | Tue 2/2/27 | District Project Manager |
| 29 | District Staff Complete Respective PDC Courses | 150 days | Wed 2/3/27 | Tue 8/31/27 | District Administration,District FIN/AP/Purchasing Personnel,District HR Personnel,District IT Manager,District Payroll Personnel,District Project Manager |
| 30 | PDC Course Work Complete | 0 days | Tue 8/31/27 | Tue 8/31/27 | |
| 31 | **Preliminary 2 Data Migration and Verification** | **25 days** | **Mon 5/24/27** | **Fri 6/25/27** | |
| 32 | Database Backup (or Files) Provided to Skyward | 1 day | Mon 5/24/27 | Mon 5/24/27 | District IT Manager,District Project Manager |
| 33 | Supporting Verification Materials Provided to Skyward | 1 day | Mon 5/24/27 | Mon 5/24/27 | District FIN/AP/Purchasing Personnel,District HR Personnel,District Payroll Personnel,District Project Manager |
| 34 | Conversion of Preliminary Finance & Payroll Data | 16 days | Tue 5/25/27 | Tue 6/15/27 | Skyward Programmer,Skyward Quality Assurance |
| 35 | Converted Data Uploaded for Review | 1 day | Thu 6/17/27 | Thu 6/17/27 | District IT Manager,ISCorp Network Administrator |
| 36 | Data Comparison and Verification | 5 days | Mon 6/21/27 | Fri 6/25/27 | District FIN/AP/Purchasing Personnel,District HR Personnel,District Payroll Personnel,District Project Manager |
| 37 | Preliminary 2 Data Migration Complete | 0 days | Fri 6/25/27 | Fri 6/25/27 | |
| 38 | **Pass 1 (Live) Data Migration** | **20 days** | **Mon 8/9/27** | **Fri 9/3/27** | |
| 39 | Live Database Backup (or Files) Provided to Skyward | 1 day | Mon 8/9/27 | Mon 8/9/27 | District IT Manager,District Project Manager |
| 40 | Supporting Verification Materials Provided to Skyward | 1 day | Mon 8/9/27 | Mon 8/9/27 | District FIN/AP/Purchasing Personnel,District HR Personnel,District Payroll Personnel,District Project Manager |
| 41 | Skyward Conversion of Live Finance & Payroll Data | 16 days | Tue 8/10/27 | Tue 8/31/27 | Skyward Programmer,Skyward Quality Assurance |
| 42 | Live Data Loaded on District Environment | 1 day | Wed 9/1/27 | Wed 9/1/27 | District IT Manager,ISCorp Network Administrator |
| 43 | Data Verification | 2 days | Thu 9/2/27 | Fri 9/3/27 | District FIN/AP/Purchasing Personnel,District HR Personnel,District Payroll Personnel,District Project Manager |
| 44 | Live Data Migration Complete | 0 days | Fri 9/3/27 | Fri 9/3/27 | |
| 45 | **Go Live (Core) Functionality Training** | **49 days** | **Wed 9/1/27** | **Mon 11/8/27** | |
| 46 | Finance Overview | 3 days | Wed 9/1/27 | Fri 9/3/27 | Skyward Customer Success Trainer,District FIN/AP/Purchasing Personnel |
| 47 | Position Overview | 3 days | Mon 9/6/27 | Wed 9/8/27 | District HR Personnel,Skyward Customer Success Trainer |
| 48 | Payroll Overview | 3 days | Thu 9/9/27 | Mon 9/13/27 | District Payroll Personnel,Skyward Customer Success Trainer |
| 49 | Setup and Security Configuration | 3 days | Tue 9/7/27 | Thu 9/9/27 | District IT Manager,District Project Manager,Skyward Customer Success Trainer |
| 50 | Finance Processing (Budgeting, Accounts Payable, Purchasing, etc.) | 10 days | Fri 10/1/27 | Thu 10/14/27 | Skyward Customer Success Trainer,District FIN/AP/Purchasing Personnel |
| 51 | Position Management | 5 days | Fri 10/15/27 | Thu 10/21/27 | District HR Personnel,Skyward Customer Success Trainer |
| 52 | Payroll Processing | 10 days | Fri 10/15/27 | Thu 10/28/27 | District Payroll Personnel,Skyward Customer Success Trainer |
| 53 | Employee Access | 2 days | Fri 10/8/27 | Mon 10/11/27 | District IT Manager,District Project Manager,Skyward Customer Success Trainer |
| 54 | Time Off Training | 2 days | Fri 10/8/27 | Mon 10/11/27 | District HR Personnel,District Payroll Personnel,Skyward Customer Success Trainer |
| 55 | Substitute Tracking | 2 days | Fri 11/5/27 | Mon 11/8/27 | District HR Personnel,District Payroll Personnel,Skyward Customer Success Trainer |
| 56 | **Sub-Module Training (Note: Timeframes below may be adjusted as district's comfort level increases with Skyward)** | **41 days** | **Tue 11/9/27** | **Tue 1/4/28** | |

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Edina Public School District 273 - Sample Implementation Plan.mpp

| ID | Task Name | Duration | Start | Finish | Resource Names |
|---|---|---|---|---|---|
| 57 | State Reporting Training | 5 days | Tue 11/9/27 | Mon 11/15/27 | District FIN/AP/Purchasing Personnel,District HR Personnel,District Payroll Personnel,Skyward Customer Success Trainer |
| 58 | Time Tracking | 7 days | Fri 10/29/27 | Mon 11/8/27 | District HR Personnel,District Payroll Personnel,Skyward Customer Success Trainer |
| 59 | Time Tracking Pilot Group - Testing | 25 days | Tue 11/9/27 | Mon 12/13/27 | |
| 60 | Data Tools/Mining | 3 days | Mon 11/15/27 | Wed 11/17/27 | District IT Manager,District Project Manager,Skyward Customer Success Trainer |
| 61 | Expense Reimbursements | 1 day | Wed 11/17/27 | Wed 11/17/27 | District FIN/AP/Purchasing Personnel,Skyward Customer Success Trainer |
| 62 | Benefit Management | 5 days | Thu 11/18/27 | Wed 11/24/27 | District HR Personnel,Skyward Customer Success Trainer |
| 63 | Assets | 5 days | Thu 11/25/27 | Wed 12/1/27 | District FIN/AP/Purchasing Personnel,Skyward Customer Success Trainer |
| 64 | Applicant Tracking | 5 days | Fri 12/3/27 | Thu 12/9/27 | District FIN/AP/Purchasing Personnel,Skyward Customer Success Trainer |
| 65 | Bank Reconciliation | 1 day | Mon 12/27/27 | Mon 12/27/27 | District FIN/AP/Purchasing Personnel,Skyward Customer Success Trainer |
| 66 | Staff Planning | 5 days | Wed 12/29/27 | Tue 1/4/28 | District FIN/AP/Purchasing Personnel,Skyward Customer Success Trainer |
| 67 | **Pass 2 (Historical) Data Migration** | **46 days** | **Thu 10/21/27** | **Thu 12/23/27** | |
| 68 | Complete Month/Quarter End in Legacy System | 5 days | Thu 10/21/27 | Wed 10/27/27 | District FIN/AP/Purchasing Personnel,District HR Personnel,District Payroll Personnel |
| 69 | Historical Database Backup (or Files) Provided to Skyward | 2 days | Thu 10/28/27 | Fri 10/29/27 | District IT Manager,District Project Manager |
| 70 | Historical Verification Materials Provided to Skyward | 2 days | Thu 10/28/27 | Fri 10/29/27 | District FIN/AP/Purchasing Personnel,District HR Personnel,District Payroll Personnel,District Project Manager |
| 71 | Skyward Conversion of Historical Data | 35 days | Mon 11/1/27 | Fri 12/17/27 | Skyward Programmer,Skyward Quality Assurance |
| 72 | Historical Data Loaded on Preliminary Environment for Review | 1 day | Mon 12/20/27 | Mon 12/20/27 | District IT Manager,ISCorp Network Administrator |
| 73 | Data Verification | 3 days | Tue 12/21/27 | Thu 12/23/27 | District FIN/AP/Purchasing Personnel,District HR Personnel,District Payroll Personnel,District Project Manager |
| 74 | All Data Migrations are Complete | 0 days | Thu 12/23/27 | Thu 12/23/27 | |
| 75 | **Ancillary & Miscellaneous System Setup (OPTIONAL)** | **40 days** | **Thu 11/18/27** | **Wed 1/12/28** | |
| 76 | Meeting with Skyward with regards to any additional reports, exports, imports | 1 day | Thu 11/18/27 | Thu 11/18/27 | District IT Manager,District Project Manager,Skyward Customer Success Trainer |
| 77 | Report Manager Introduction | 2 days | Fri 11/19/27 | Mon 11/22/27 | District IT Manager,District Project Manager,Skyward Customer Success Trainer |
| 78 | Setup Exports/Imports in Skyward | 2 days | Tue 11/23/27 | Wed 11/24/27 | District IT Manager,District Project Manager,Skyward Customer Success Trainer |
| 79 | Project Close Out Meeting | 0 days | Wed 1/12/28 | Wed 1/12/28 | |

SAMPLE

# Skyward SmartStart Consulting

The implementation of new school administrative technology is a major undertaking that requires close collaboration from start to finish. Skyward has established an innovative solution to address some of the challenges of the implementation process while setting our clients up for overall success. With our SmartStart Consulting service, led by a designated Skyward Solution Consultant, you will achieve the smoothest transition possible and ensure that the technology is aligned with your business practices.

Consultation services provide an opportunity to learn how to improve district efficiencies using Skyward products. All consulting services are handled by Skyward Solution Consultants and never subcontracted to other organizations. A Skyward Solution Consultant will work with district administrators to identify best practices for your district. Specific services we will provide are:

- In-depth consultation prior to implementation
- Pro-active evaluation of data migration strategies and set-up questions with corrective action plans documented for project managers to resolve prior to going “live”
- Your own custom best practice recommendations to make your district perform better and run more efficiently
- One-on-one meetings with decision-makers to help them better understand how the implementation will impact their employees
- Before your final migration, data will be verified, and you will receive specific clean-up recommendations to make the process as smooth as possible
- One last review of the data prior to posting it for final migration

**Consulting processes and completion will be dependent on modules, consulting level purchased, and district needs.

# Skyward's Project Team Staffing

Highly trained and experienced Skyward personnel will fill several roles that are vital to the implementation process, including each of the following:

## Project Manager

The Skyward project manager is your main point of contact at Skyward throughout implementation. This resource will coordinate the development and execution of the overall project plan with you and will work closely with you to address data migration requirements and create the training and installation schedule. Other responsibilities include:

- Coordinates and communicates with Skyward's Solution Engineers and Customer Success staff to ensure deadlines are being met for training and installation.
- Review contracts with key personnel to ensure it includes only what you need.
- Plan and conduct status meetings to review project status and questions, including agenda creation and documented follow-up notes.
- List necessary project tasks and define timelines for these tasks.
- Design project calendar and implementation plan; communicate all pertinent information.
- Provide guidance to the district project management team regarding the most efficient methods for implementing core software and sub-modules.
- Track and record any implementation questions that may arise and ensure that correct Skyward staff members are working with you to achieve successful and timely resolution.

## Skyward SmartStart Consultant

Skyward internal consultants define a configuration plan that will ultimately ensure that you are running the system as efficiently as possible based on business needs. Solution Consultants and Senior Solution Consultants are Customer Success staff that have achieved one of the highest levels of product knowledge and have an in-depth understanding of Skyward technology. The Skyward consultants' responsibilities include, but are not limited to:

- Provide in-depth demonstration of Skyward technology options and capabilities and help create custom "best practice" recommendations to help you perform better.
- Conduct a "side-by-side" comparison of Skyward and the legacy software with key departmental personnel to determine how you can improve efficiencies using Skyward products.
- Identify any gaps in Skyward technology capabilities and help you find solutions.
- Review training plan with project management and provide input as needed.
- Communicate decisions to Skyward training team and ensure that trainers configure Skyward technology based on your best practices.
- Assist implementation specialists with necessary preparations for your launch date.
- Collaborate with solution engineers to review preliminary data and answer any related questions.

## Hardware and Information Technology (IT) Personnel

Skyward has a full-service IT department available to assist you with hardware-related tasks, questions, and training. For the Edina Public School District 273 implementation, Skyward IT staff responsibilities will include:

- Assess hardware requirements with you during a conference call to help select adequate peripheral devices per Skyward system specifications.
- Conduct any necessary Skyward database administration classes.
- Work with your IT Staff to load Skyward software and configure servers and create databases.
- Load all necessary Skyward data migrations as they are completed.
- Respond to hardware service calls for any Skyward events that arise.

## Data Migration Engineers

Regardless of whether we have experience converted from your previous system, all our clients require some customization due to differences in local usage and user defined areas. Data migration engineers are responsible for the following:

- When preliminary data arrives, migration engineers will review the data and ensure that necessary items were submitted.
- Contact your team members to review the data, discuss any questions that they have, and provide tips about areas in the data that will need to be cleaned up prior to live data migration.
- Begin to write preliminary programs and, time permitting, provide preliminary data migrations for districts to review and provide feedback prior to launch.
- Complete live data migrations per the timeframes on the project plan.

## Training

Skyward implementation specialists bring with them a wealth of experience and knowledge, with the primary intent of transferring it to you. A good training experience gives your staff confidence, reduces stress level, and improves the outcomes of the goals your district has set with your new Skyward software. We offer a mix of on-site and web training to help make your district more comfortable and confident with the software. Aside from simply running the training sessions, Skyward implementation specialist responsibilities include, but are not limited to:

- Work with your consultant and project manager to ensure that training has been tailored to your specific needs.
- Maintain up-to-date knowledge of the software and undergo rigorous evaluation to qualify for the next “pro level” certification.

# Roles and Responsibilities

To set your district up for a successful implementation, Skyward has outlined several key roles. Though not required, this is our recommendation for the successful implementation of a district of similar size and scope.

## Edina Public School District 273 Project Manager(s)/Sponsor

Your internal project manager will serve as the main point of contact for us during the project implementation and will assist Skyward's project manager with the development and execution of the overall project plan. This person should be an effective communicator and detail oriented. The inherent responsibilities of this role include:

- Attend status meetings to review project status and questions.
- Confirm timelines with Skyward project management team for all tasks.
- Assist Skyward project manager and consultants with decisions regarding implementation plan and configuration and gather decisions from necessary district personnel.
- Communicate and coordinate all necessary implementation tasks, information, instructions, and calendar timelines to correct district personnel.
- Follow up with all members of the project team to ensure necessary tasks are completed on time.
- Ensure all necessary district data and information is passed to Skyward (such as training locations, configuration decisions, migration data, etc.).
- Assist district departmental staff with the creation of new procedures based on Skyward processing requirements and decisions.
- Track and record any implementation questions that may arise and work with Skyward toward a successful resolution.

## Staff Development/Training Coordinator

The training coordinator manages all training dates, locations, trainees, training follow-up, etc. Inherent responsibilities include:

- Create class lists for all training and communicate training dates and times to necessary trainees.
- Ensure training labs are available, and workstations are properly configured for training.
- Track attendance at all training sessions.
- Gather completed training evaluations and feedback from trainees to forward to Skyward.

## Key Departmental/Leadership Staff

Departmental staff/leaders are your configuration decision makers. This role must be filled by people that know how your processes function in areas such as scheduling, attendance, discipline, finance, payroll, etc. and have the authority to make sound decisions about Skyward configuration and processing. Inherent responsibilities include:

- Meet with Skyward consultants and support staff to understand the functionality and options available in the software within his/her subject area to make accurate decisions regarding district configuration and end-user training.
- Work with your project manager to document and implement all district procedural changes necessary as a result of the migration to the Skyward technology.
- Assist migration engineers with data-related questions and verify accuracy of migrated data.

## I.S. Staff (Developers, Architects, Solution Engineers)

Depending on the delivery model, the role of your I.S. staff will be to manage the Skyward databases on your servers and/or configure your network appropriately. I.S. staff project responsibilities include:

- Select, order, and assemble adequate hardware and peripheral devices per Skyward specifications.
- Attend any necessary Skyward database administration classes.
- Work with Skyward IT Staff to load Skyward software and configure servers.
- Open correct firewalls for necessary outside access.
- Load all necessary Skyward updates if hosted on-premises.
- Create hardware service calls for any Skyward hardware questions that arise.
- Monitor changes to Skyward specifications and hardware-related information over time.

## Technology Support Personnel

Many of our clients create a multi-tier support network of strong users or technology specialists to monitor service calls and provide immediate support to end users. Service calls that cannot be resolved through this process are then forwarded to Skyward through our Customer Access network. Technology support personnel responsibilities include:

- Become familiar with Skyward documentation to successfully troubleshoot questions.
- Monitor the Customer Access service call queue and assist end users with support questions.
- Escalate any questions that cannot be resolved internally to Skyward support for assistance.

## End Users

This group includes all staff that will be using Skyward software. Their responsibilities include:

- Attend necessary training sessions and provide feedback after each session.
- Assist with data migration data verification.
- Report questions to correct support personnel.

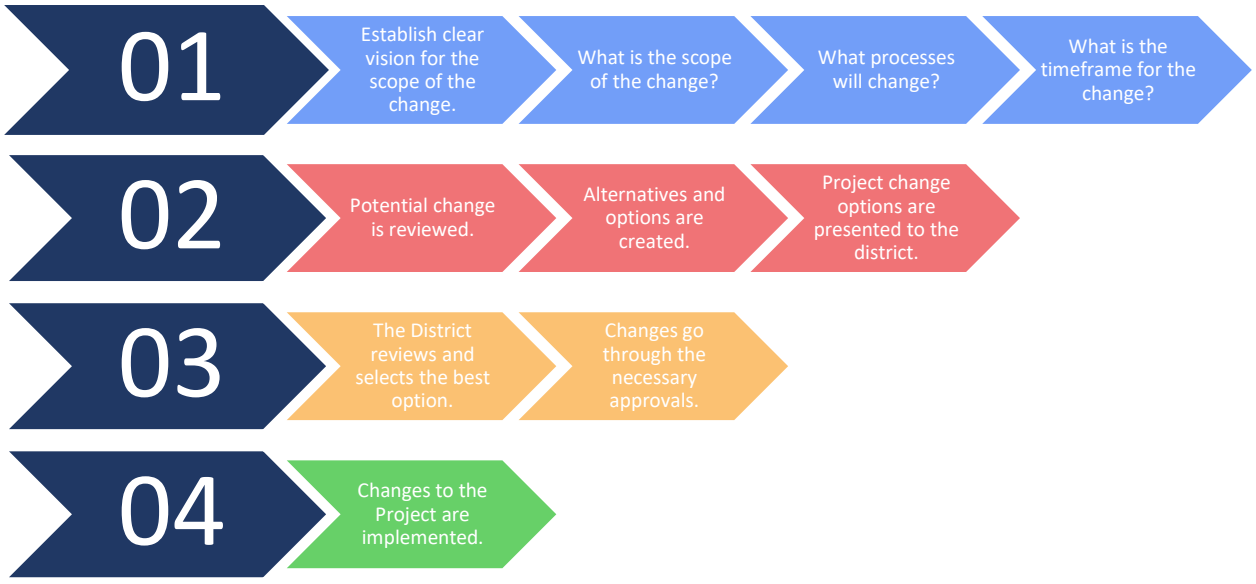
# Change Management Approach

The most important step that Skyward has implemented for Change Management is the aforementioned Skyward SmartStart Consulting program. The goal of consultation is to help your district determine the following:

- The scope of the changes
- Which users will be impacted
- What processes will change
- What the timeframes will be for these changes

Once these questions are answered, the change management process becomes a collaborative effort between you and Skyward. Your main role will be to redefine all pertinent processes and communicate these changes frequently and completely to all affected users. If you can provide opportunities and encouragement to end users to ask questions, Skyward will help you answer these as honestly as possible in order to create realistic expectations. Finally, it will be important for you to continuously reassess the comfort level of your users and suggest adjustments to the project plan, accordingly, should the cultural landscape shift in a positive or negative direction.

Skyward will support you throughout the implementation by ensuring that the lines of communication are open. We will promptly, completely, and openly answer your questions and address concerns. Providing users with access to the software as early as possible is also advantageous – Skyward will give you a training database with scramble data as part of the initial installation. This should help generate questions and increase district participation at the user level as the project moves forward.



## Project Change Management

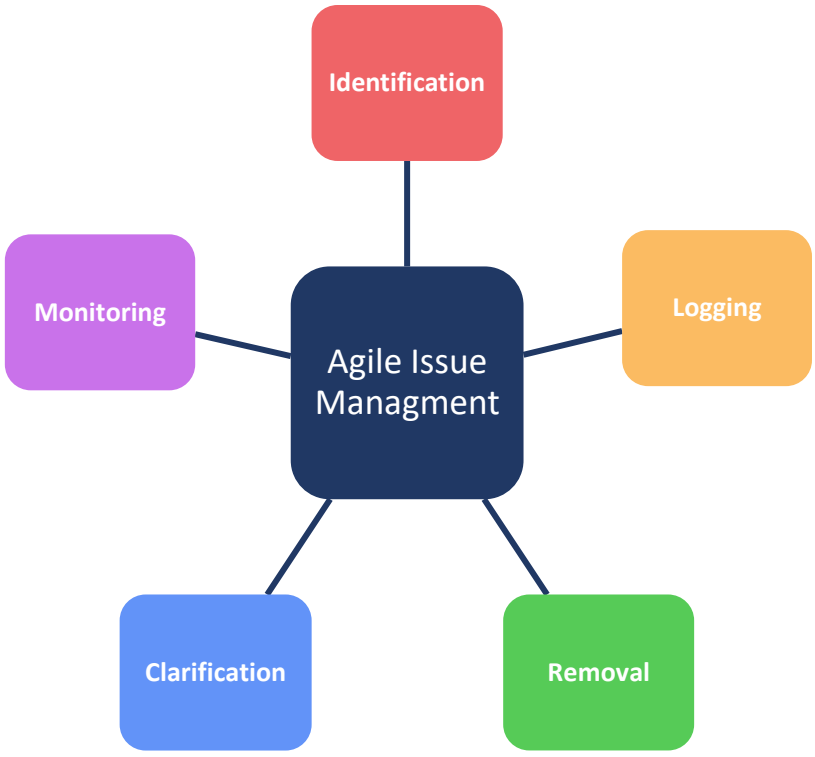
Any changes to the project plan will be discussed during the weekly status meetings throughout the life of the project. Depending on the nature of the change, it will be handled via the process decided upon in the project's early stages, which usually includes:

- Potential change is suggested and reviewed
- Alternatives and options are created
- Alternatives and options are presented to necessary parties
- Best option is selected
- Change goes to the necessary approvers
- Change is implemented upon approval

The most typical project changes include training dates or migration program changes. Each of these would be handled through different channels, as agreed upon in the planning phase of the project. Skyward has a change order process in place to address any changes that need to be made to the actual sale.

# Issue Management Approach

Skyward's project management team borrows from the agile Kanban methodology of our development team in many respects when it comes to issue management. This allows us to rapidly deal with immediate issues while mitigating the adverse effect on the overall project schedule. Agile issue management emphasizes teamwork, communication, and openness, which falls right in line with our implementation methodology.



## Identification

Issue identification and prioritization is built into the process. When the project manager is notified of an Issue that affects critical project phases, steps are taken to immediately flag the issue and communicate it to all appropriate parties to remove the impediment and get back on track.

If an issue is identified and categorized by the project manager as non-critical, it will be addressed in the next project meeting and an appropriate plan of action devised.

## Logging

Agile issue management places an emphasis on action over documentation. Our project managers will log software issues into our resource management system, as well as be added to the status call, but most of their energy will be put into clearing the issue.

## Clarification

This is where communication is key. Skyward's project manager will be in close contact with the implementation specialists, consultants, data migration engineers, and IT personnel that are working on your project. In some cases, an issue may arise that requires further clarification of your specific business rules or practices. Your project manager will take every step to facilitate the flow of information between your subject matter experts and the responsible parties within Skyward so that the issue can be cleared.

## Removal

Once all the necessary information has been gathered, the issue will typically be assigned to the owner of the impeded task or escalated to the person with the proper level of authority and expertise to remove the issue or highlight ways to mitigate the issue's impact on the project.

## Monitoring

Removal of an issue does not always signify the end of its impact on the project. Skyward's project manager and your stakeholders should continue to monitor and review the affected deliverable to ensure that the issue does not return. Skyward's project management team will conduct a post-mortem discussion and review of the issue as needed to improve upon the process.

# Risk Management Approach

Skyward's project management team adheres closely to industry standards for risk management. We will work with Edina Public School District 273 staff throughout the life of the project to keep risk under control. Based on our experience with implementations on a similar scale to the one being proposed for you, we have built several controls into our projects to assist us in monitoring and controlling risk. Some examples are as follows:

- Project status meetings with a focus on upcoming activities and ongoing project review. During these meetings, Skyward's project manager will help to identify upcoming risks and begin preparing for possible changes to the plan.
- Skyward SmartStart consultation and fit-gap analysis are the next step in risk management. By taking a proactive approach to determining where and how the technology fits with your business practices, Skyward increases the time available to research the best ways to overcome these obstacles. Consultation also provides you with an opportunity to evaluate current processes prior to launch and discuss best practice recommendations that might be implemented as part of the migration process.
- Finally, the preliminary migration phase in the implementation process will provide the necessary "double-checking" for the risk mitigation process. By looking at migrations early and verifying data, we can ensure that our process is working correctly with your data and decrease the risk of erroneous data populating the system. Preliminary migrations also help us provide direction to your staff for data cleanup in the legacy system.

**What makes K-12 risk management any different?**

Compared to other industries, the level of risk tolerance for education agencies like Edina Public School District 273 is extremely low. Whether it's a breach of data privacy and security during your implementation process or a missed deadline that leaves your schools in the dark, you cannot afford to accept these kinds of risks due to the highly critical nature of your work. Skyward's risk management process is specifically built around K-12 and is designed to prevent these types of events from occurring.

## Intangible Risks

Skyward identifies intangible risks as something that must be taken into consideration as part of the risk management process. In a project such as the one you are currently undertaking, these can often be the most dangerous risks, resulting in these all-too-common results:

- Knowledge risks due to poor training, lack of experience, or failure to understand business practices. These risk factors can lead to a solution that does not fit with your operations or roadmap, causing you to go through the entire evaluation and purchasing process again in just a few years.
- Relationship risks due to poor vendor communication. This can lead to failed knowledge transfer and misaligned expectations, leaving you with a solution that falls short or only minimally meets the scope of your project.

The fact is you need to be sure that you are investing with a firm that presents the least amount of risk to you, not just on paper, but based on real-world experience. Skyward has never been involved in a lawsuit for breach of contract in our 45 years of existence; if we say we can do something, you can rest assured that we will follow through.

# Data Migration Strategy

# Data Migrations

## Successful Data Migrations

Because your users know the data better than anyone, communication will be vital to a successful data migration. Everyone wants a smooth migration and accurate data to be migrated into Skyward. Any data clean-up that can be accomplished prior to your migration will be helpful for a few reasons. Cleaner data migrates more easily and the programmers that are working on your data will have fewer questions and exceptions during the process. Clean data going into migrations will mean less clean-up after your migration is completed.

Compared to other solutions on the market, Skyward is proud to offer full data migration services. Which means you, the district, don't need to worry about migrating any data. The last thing you need in a project this size is to get hung up trying to pull information over from your previous solution. We have been migrating third-party data for more than 40 years and have migrated over 200 different vendor systems. We currently have over 20 in-house data migration programmers with decades of experience moving new clients to Skyward's database.

- The migration is performed by Skyward, which means that your staff requires no additional training.
- Data migration programs have been developed by Skyward with no assistance from third-party developers. This ensures that all data migrations are subject to unmatched quality control and review.
- Before your final data migration, data will be verified and you will receive specific clean-up recommendations to make the process run as smoothly as possible. One last review will also be completed prior to posting it for final migration.

Communication with your district will be a key component of successful data migration. Staff members from the district will work closely with Skyward's Project Manager and Data Migration staff to help us fully understand the data and the district's business processes.

**What can you do to help with a successful migration?**

We ask that the district provides data in a migratable format. This usually means providing Skyward with ASCII files or on a SQL database. Skyward will review the data, and identify problem areas, such as duplicate names and addresses, along with data elements that may require reformatting such as length change or zero fill. Some items will require manual corrections, in some cases Skyward is able to work with the district to develop algorithms and correct the data in the migrations programs. We ask that every step of the way you provide Skyward with verification materials, as well as participation in verifying the data.

**Data Migrations Process Overview**

We have a dedicated staff that writes the migration programs while in contact with district technology staff to verify that it is working as expected. Once your district purchases Skyward, a project manager is assigned to your district and your first conference call to discuss the scope of the project. The district is responsible to post a preliminary cut of the data and verification materials to Skyward's FTP Site. At this point a migration/training schedule is created by the project manager.

The project manager will request an Entity Cross Reference, this allows Skyward to create your current district structure of school's names and numbers in your new database. Once this is completed, you will then have a conference call with a migration programmer to discuss your data. Initial migration programs are written based on your preliminary data submission. After the Essential Data Elements are completed, a Skyward software manager will review this information with you and discuss setup options. Sixteen business days prior to your data load, you will post a final cut of data and accompanying verification materials to Skyward's FTP site. Final migration takes place at Skyward, on the sixteenth day after your data is sent, a finalized database is loaded on your servers at your ASP provider's location. Your district personnel will need to review and verify data. The district will sign off on migrated data within 30 days.

## Data Migration Engineers

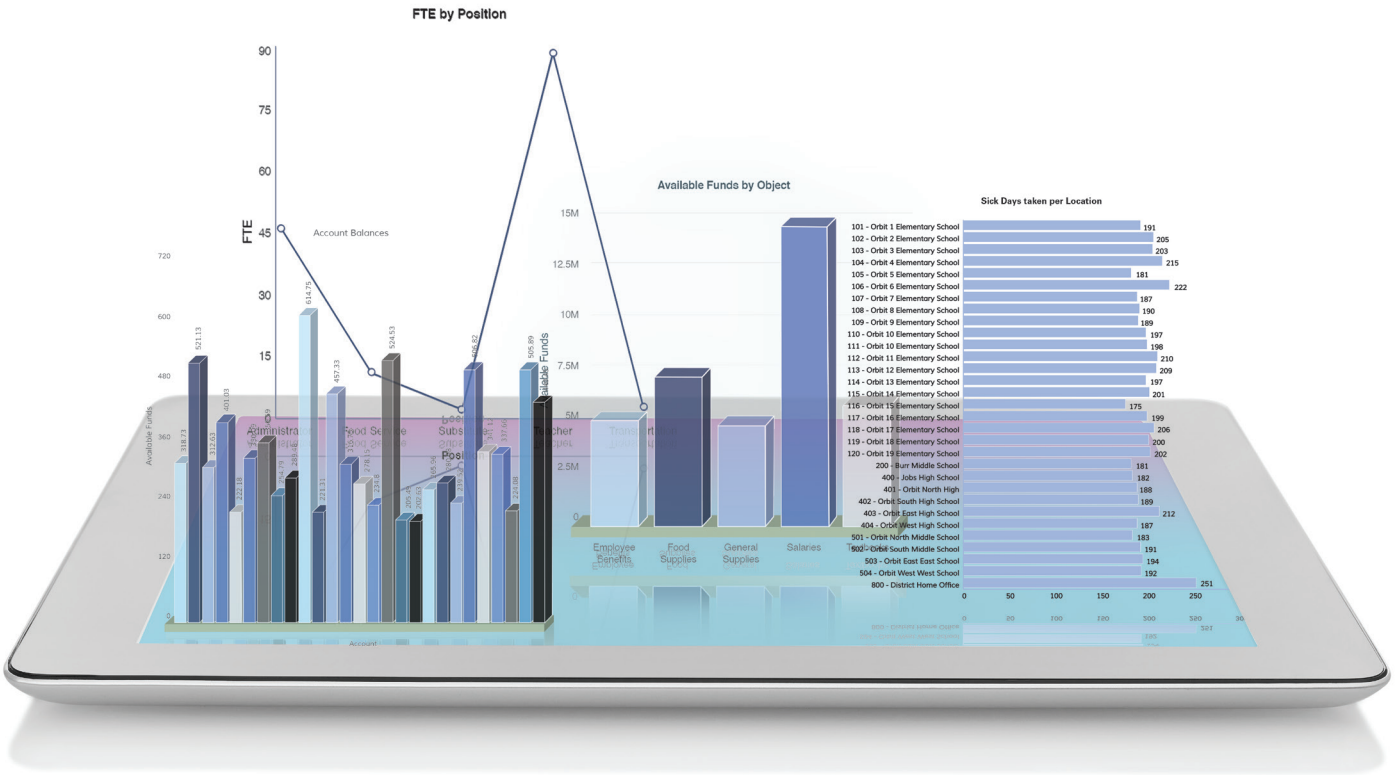
Even though your current system is one that Skyward has migrated in the past, all of our clients require some customization due to differences in local usage and user-defined areas. Data Migration Engineers are responsible for the following:

- When preliminary data arrives, Data Migration Engineers will review the data and ensure that necessary items were submitted.
- Contact district team members to review the data, discuss any questions that they have, and provide tips about areas in the data that will need to be cleaned up prior to live data migration.
- Begin to write preliminary programs and, time permitting, provide preliminary data migrations for districts to review and provide feedback prior to launch.
- Complete live data migrations per the timeframes on the implementation plan.

We have included a standard data migration package with our proposal. Additional migrations may be purchased based on district need as identified during our initial consultation. Please refer to the Skyward Qmlativ Data Migration booklet in the following pages.

# QMLATIV BUSINESS MANAGEMENT SUITE

## MIGRATION GUIDE




Migration Guide Revised: September 4, 2024

Qmlativ

# WELCOME TO SKYWARD


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# WHAT MIGRATIONS DOES SKYWARD OFFER?

Skyward offers several business management migrations for purchase. Each migration is detailed below. Please reference your proposal to determine what migration(s) your district has purchased. Please also note that due to state and federal reporting requirements, school districts can only go live on the business management suite on the first day of a quarter.

*In some instances, an import may be considered as a means to migrate data. Requests will be reviewed by the team assigned to your implementation in order to determine the feasibility of processing specific data in this manner.*

***Note: Skyward does not offer field mapping for migrations.***

## Business Migration Bundle

### FINANCE STANDARD

#### ACCOUNT

An Account record will be created which includes Account Numbers, Account Descriptions, Dimension, Dimension Descriptions, Summary Accounts, Active Status, Quick Keys, Categories, and Budgets/Budget Balances. Accounts cannot be eliminated if they are needed in a history migration.

#### VENDOR

A Vendor record will be created which includes Name, Order From/Remit to Address(es), Email, A/P Contacts, PO Contacts, Phones, ACH, Vendor Key, Active Status, and 1099 Information. Vendors will be migrated as Individuals if they are also an Employee or if the customer's data has the Vendor's name data separated by First Name, Last Name, and includes their SSN. Otherwise, all Vendors will be migrated as Businesses. Vendors cannot be eliminated if they are needed in a history migration.

### PAYROLL STANDARD

#### EMPLOYEE*

An Employee record will be created which includes Name (Demographics), SSN/EIN, Address, Email, Phones, ACH, Years of Experience, Employment History, Tax Information, Retirement, Veteran Status, and Termination Information. Employees cannot be eliminated if they are needed in a history migration.

**Skyward does not migrate emergency contacts since we feel it is a good policy to add the most up-to-date contacts to ensure they are as accurate as possible.*

#### PAY TYPES, DEDUCTIONS, AND BENEFITS

Pay Types, Deductions, and Benefits are migrated from the cross-reference files developed in collaboration with Skyward consulting. Deductions and Benefits will be attached to the employees.

#### POSITION

Data migrated is Position, Position Distribution, Assignment, Assignment Detail, Assignment Distribution, Assignment Pay Types, Matrix Lane and Step, Supplements, Stipends, and Placements. Position data will only be migrated if customer's third-party data contains valid Position and Assignment data.

#### TEXAS TRS HISTORY

Customer must download and provide data files from TRS. Skyward will provide instructions on how to obtain the data. The migration will create ED 20/25, ED 40/45, ED 90, RP 20/25, ER 20/25/27 from the data files downloaded from TRS. Note the Employee Identification Number on some of the files does not contain the full SSN number. It is the district's responsibility to populate the files with the full SSN before providing them to Skyward if they want those records migrated.

## PAYROLL CHECK – CURRENT ACTIVITY

The purpose of this data is to allow W2s to be processed in Skyward only. Data typically goes back to January of the migration year (see below for a breakdown based on Go Live month). How data is migrated is dependent on data and verification provided from the customer. The preferred method is to have individual Pay History records for each Check attached to each Individual Assignment Pay Type paid in that Fiscal Year. If the data and verification cannot have the pays or checks separated, then a single check may be created or each check may only have one CONVDFT Assignment Pay Type. An Assignment Pay Type will be created if the record does not already exist for the Employee in that Fiscal Year. All checks are attached to Conversion Default Position, Assignment, Assignment Detail, and Assignment Distribution records, as well as using default Account on every check.

This migration will not migrate historical Position/Assignment data from your previous system, this is only for historical Payroll data. This migration also includes Individual Deductions, Benefits, Net Amount, Gross Amount, and Taxable Grosses for each check. No other data is included with this migration. Contract balances cannot be calculated from this migration.

| GO LIVE MONTH | DATA MIGRATED |
|---|---|
| JANUARY | No Data to Migrate (7/1–12/31 if IL, TX, MI) |
| APRIL | 1/1–3/31 (7/1–12/31 if IL, TX, MI) |
| JULY | 1/1–6/30 |
| SEPTEMBER | 1/1–8/31 |
| OCTOBER | 1/1–9/30 |

## ACCOUNT – CURRENT ACTIVITY (JE) – LEVEL 1

For each Account a Fiscal Year-to-Date record is created with a Beginning Balance or Budget Amount and a Summarized Budget Amendment/Revision Amount, depending on Account Type. A single summarized Journal Entry (JE) record is created for all Activity (Total Debits/Total Credits if available) in the Fiscal Year for that Account. JEs are dated the last day before going live in Skyward.

| GO LIVE MONTH | DATA MIGRATED |
|---|---|
| JANUARY | 7/1–12/31 |
| APRIL | 7/1–3/31 |
| JULY | 7/1–6/30 |
| SEPTEMBER | 7/1–8/31 **July of current year* |
| OCTOBER | 7/1–9/30 **July of current year* |

**Example when Fiscal Year is from July to June*

## 1099

Data migrated is a Summary History Invoice for the amount that was paid to the 1099 Vendor in that Calendar year along with populating the Invoice Number, Vendor Name, Invoice Date, Invoice Detail Lines, Invoice Accounting, and Check Issued fields with default values. A default Account can be used since these are history invoices/checks and do not affect accounting. Once the migration is complete, it will allow for 1099M and 1099NECs to be completed in Skyward. Twenty-five 1099 records are required for this migration. If you have less than twenty-five records, those must be entered manually.

# Add-On Migrations**

***These migrations are only offered if purchased.*

## ACCOUNT – CURRENT ACTIVITY (JE) – LEVEL 2

This migration is a substitute for the Account – Current Activity (JE) – Level 1 migration. For each Account a Fiscal Year to Date record is created with a Budget Amount or Beginning Balance depending on Account Type. A single summarized Budget Amendment record is created for all Budget Revisions made in the Fiscal Year for that Account. Individual JE detail records are created for each Activity record in the Fiscal Year for that Account. Descriptions on the JE Detail records can contain more specific information such as Check Number, Vendor, Employee, etc. District must be able to provide data and verification which supports a Level 2 migration. Those requirements are outlined in the Account Activity Migrations – Criteria & Differences Level 1 v Level 2. If the proper data and/or verification cannot be provided, the district will receive a Level 1 migration.

| GO LIVE MONTH | DATA MIGRATED |
|---|---|
| JANUARY | 7/1–12/31 |
| APRIL | 7/1–3/31 |
| JULY | 7/1–6/30 |
| SEPTEMBER | 7/1–8/31 **July of current year* |
| OCTOBER | 7/1–9/30 **July of current year* |

**Example when Fiscal Year is from July to June*

## ACCOUNT – HISTORICAL ACTIVITY (JE) – LEVEL 1

This is an add-on migration to bring in additional years of historical data. For each Account, a Fiscal Year-to-Date record is created with a Beginning Balance or Budget Amount and a Summarized Budget Amendment/Revision Amount, depending on Account Type. A single summarized JE record is created for all Activity (Total Debits/Total Credits if available) in the Fiscal Year for the Account.

*Note: Historical data migrations are completed after the district goes live. However, there is no guarantee for a specific timeline in which this migration will occur.*

## ACCOUNT – HISTORICAL ACTIVITY (JE) – LEVEL 2

This is an add-on migration to bring in additional years of historical data. For each Account, a Fiscal Year-to-Date record is created with a Budget Amount or Beginning Balance depending on Account Type. A single summarized Budget Amendment record is created for all Budget Revisions made in the Fiscal Year for that Account. Individual JE detail records are created for each Activity record in the Fiscal Year for that Account. Descriptions on the JE Detail records can contain more specific information such as Check Number, Vendor, Employee, etc. District must be able to provide data and verification which supports a Level 2 migration. Those requirements are outlined in the Account Activity Migrations – Criteria & Differences Level 1 v Level 2. If the proper data and/or verification cannot be provided, the district will receive a Level 1 migration.

*Note: Historical data migrations are completed after the district goes live. However, there is no guarantee for a specific timeline in which this migration will occur.*

## AR PAYOR

A Payor record will be created which includes Name (Demographics), Addresses, Emails and Phones. These records will be included with your Live Pass I data. Invoices are not included, but can be brought in via an import if sufficient records exist.

## ASSETS

Data migrated is Asset Details, Asset Accounts, Asset Location, Additions/Disposals, and Depreciation History (if data supports it, otherwise we will migrate a single Accumulated Depreciation entry). These are items that may or may not be depreciable (but are not consumable).

## ATTACHMENTS

Attachment migrations are limited to specific modules (Employee, Vendor, Student); ask your Sales Representative for a complete list. Requirements for the migration include:

1. District must provide the actual attachment files (.pdf, .jpg, .png, .docx, etc.). We cannot extract attachments stored within the database as BLOB, CLOB, or a similar data type.
2. A connection from the attachment files to the source record is required. That can be done by the naming convention of the attachment including the information or a separate mapping file (Meta Table) is required.

Attachment migrations must be approved by migrations prior to purchase and can be cancelled if data provided does not meet requirements.

## CHECK RECONCILIATION

An unreconciled Check Record is created for the purpose of Check Reconciliation only. Checks are not attached to Employees/Vendors. Data migrated includes Check Number, Check Date, Check Amount, Check Type, Bank, and Name on Check.

## OPEN PURCHASE ORDERS

Data migrated is the Non-Liquidated portions of Open Purchase Orders from previous system. Data includes Purchase Order Detail Lines, and Purchase Order Accounts. Purchase Order numbers are ten (10) digits and cannot include alpha characters. The first three (3) digits are reserved for the Purchase Order Group. Vendors must exist in Skyward. If Purchase Orders are partially liquidated, an additional line is added for the liquidation/amount paid. Purchase Orders are migrated into the Current Fiscal Year in Batch Status. Encumbrances are established when Purchase Orders are updated to Open Status. Includes Ship To, Commodity Codes, Contract Description, Purchasing Group, Quantity, Unit of Measure, and Item Cost. Purchase Orders can be flagged as Blanket (open-ended) or Warehouse Purchase Orders (for stocking your warehouse). Purchase Orders are assigned to the Current Fiscal Year.

## PAYROLL CHECK – HISTORICAL ACTIVITY

This migration is purchased on a per year basis based on the District's Fiscal Year. An individual check for each check provided with your data will be created. For each check, all pays are combined into a single CONVDFT Assignment Pay Type. All checks are attached to Conversion Default Position, Assignment, Assignment Detail, and Assignment Distribution records, as well as using a default Account on every check.

This migration will not migrate historical Position/Assignment data from your previous system, this is only for historical Payroll data. This migration also includes Individual Deductions, Benefits, Net Amount, Gross Amount, and Taxable Grosses for each check. No other data is included with this migration. Contract Balances, Benefit and Deduction Maximums cannot be calculated from this migration.

*Note: Historical data migrations are completed after the district goes live. However, there is no guarantee for a specific timeline in which this migration will occur.*

## TIME OFF BALANCES

Data migrated is Time Off Balances. Migration includes Ending Balance for Previous Fiscal Year, Allocations for Current Fiscal Year, Used Amount for Current Fiscal Year for each Time Off Type the employee has. Time Off Types must be set up in Skyward using the same units (Days or Hours) used in the customer's current system. If the customer wants to switch from one-unit type to another that must be done after the data is migrated.

## WAREHOUSE

Warehouse migrations refer to the storing and tracking of your inventory. Data migrated is Warehouse, Warehouse Locations, Item Details, Quantity in Stock, Reorder Points, Reorder Quantities, Item Asset Account, Ordered from Vendor (can also tie a Catalog to the Vendor). Catalogs can be imported. Items can be assigned to multiple warehouses. These are items which are not depreciable (are consumable).

## W2 ATTACHMENTS

The migration will take a W2 (created from district's current system) for an employee and attach it to Employee Access in Skyward. The W2 attachments will not be viewable by HR via the Employee Profile. Migration will migrate up to 5 years of historical W2s; more years can be purchased at an additional cost. Requirements for the migration include:

1. District must provide the actual attachment files (.pdf, .jpg, .png, .docx, etc.). We cannot extract attachments stored within the database as BLOB, CLOB, or a similar data type.
2. A connection from the attachment files to the source record is required. That can be done by the naming convention of the attachment including the information or a separate mapping file (Meta Table) is required.

# PASS I vs. PASS II

In order for Skyward to migrate your data with little-to-no downtime, we need to complete your migrations in two phases called Passes.

## Pass I Data Submission

Pass I consists of all of the data you will need to start processing payrolls and create new POs using Skyward. Since we require a 15 business day turnaround for Pass I, we cannot migrate your balances since you will still need to be drawing from them during that 15 day period. Thus, you will be using Skyward live with no account balances until Pass II is completed, but an import can be done in the meantime if needed.

### ITEMS MIGRATED IN PASS I

#### FINANCE STANDARD

- Account numbers and descriptions
- Vendor demographics

#### PAYROLL STANDARD

- Employee demographics
- Pay Type records
- Deductions and Benefits
- ACH banks and accounts
- Position and Assignment Data

## Pass II Data Submission

You will need to close out your previous month/quarter/year on your third-party software prior to sending Pass II data. Pass II data can be submitted to Skyward as soon as the previous month's processing is completed. You do not need to worry about submitting payroll history with finance history—send them as soon as they are ready. Skyward will return each migration to you as it is completed.

### ITEMS MIGRATED IN PASS II

#### ACCOUNT – CURRENT ACTIVITY (JE) – LEVEL 1

- Budget amounts and/or year-to-date totals (based on migration type purchased)

#### PAYROLL CHECK – CURRENT ACTIVITY

- Year-to-date totals (based on migration type purchased)

#### 1099M

- Summary History Invoice for the amount that was paid to the 1099 Vendor in that calendar year

# Additional Migrations

If you purchased any additional add-on migrations, your project manager will direct you regarding the time frame of these migrations based on your district's needs. It is possible that add-on migrations could be added to either Pass, or there might be a separate timeline for these additional migrations.

# ORDER CHECKS & SEND YOUR ESIGN

## Forms & Checks

The Skyward software requires specific check and form layouts for successful printing. Forms can be ordered from any vendor; however, Skyward has an exclusive partnership with Nelco to ensure that you are purchasing forms with the correct specifications.

NELCO®

**Andy Thompson**
Dedicated Sales Representative

**PHONE –** 800.266.4669 x 4333
**FAX –** 800.996.3526

www.nelcosolutions.com
www.skywardforms.com

## eSign (Electronic Signature)

In the Skyward software, you have the capability to load check or PO signatures into the system for automatic printing on your checks and forms. These encrypted signature files are $200 per signature block, and up to three (3) signatures can be on one (1) eSign block. Check your initial proposal to determine whether or not you have purchased an eSign with your sale. Your Skyward project manager will provide you with a form that can be used to gather signatures for encryption.

Please mail or scan your eSign form (please do not fax as this form is required in color) to Skyward two weeks or more before you intend to start using the software so that the file can be created in time for your first payroll. If you are purchasing additional blocks, please include a PO with the form.

# THE MIGRATION PROCESS

***Note: Best practice suggests retaining access to your district's current software for a minimum of six (6) months after going live on Skyward. Skyward also recommends you do not perform an upgrade of your current system while the implementation is in progress.***

1. Your district purchases the Skyward Business Management Suite.
2. A project manager is assigned to your district, and you have your first conference call to discuss the scope of the project.
3. You will post a preliminary cut of your data and verification materials right away to Skyward's FTP site.
4. A migration/training schedule is created by your project manager.
5. You will have a conference call with migration programmers to discuss your data.
6. Order checks and other necessary forms. Consult with your project manager for correct specifications on checks.
7. If you will be using ACH, notify your bank that the district is changing software providers and find out what will be required to complete a pre-notification once live on Skyward.
8. The preliminary data you submitted is migrated into a Prelim Skyward environment to be used during review sessions with your consultant.
9. 17 business days prior to going live with your Pass I migrations, you will post a final cut of data and accompanying verification materials to Skyward's FTP site.
10. Final migration of Pass I data takes place at Skyward.
11. A finalized database is loaded on your servers or with your hosting vendor.
12. Training takes place.
13. Your district personnel will review and verify data.
14. You will sign off on migrated data within 30 days.
15. Upon completion of month-end/year-end processing on your previous software, you will post data and verification for all supplemental and historical migrations that remain—this is Pass II.

    *Texas only – All salary accruals must be reversed before sending in Pass II data for migration.*
16. Pass II migrations are returned to the district for loading as they are completed.

***Note: If several migrations are purchased, many of the steps outlined here will be repeated based on your district's specific migration schedule.***

# HOW TO PREPARE FOR MIGRATION

Any data clean up that can be accomplished prior to your migration will be helpful for a few reasons. First, cleaner data migrates more easily, and the programmers who are working on your data will have fewer questions and exceptions during the process. Second, if you clean-up before submitting data, this means that you will have less to clean up after your migration when you are training and learning to use new software and preparing to go live.

There are several areas that you can clean-up prior to your migrations that can help to make the transition a little smoother for everyone involved. Here is a list of items that you can review in your current system prior to submitting final data to Skyward:

- Consistency is important. For example, if your system has people who are both employees and vendors, try to verify that their information matches on the HR side and the vendor side. Try to watch addresses for incorrect spellings and multiple versions of the same data.

- Make sure middle names, other names, or prefixes are all set up consistently in your data. If there is no separate place for a name suffix, then it would be ideal if the suffix is consistently found after the last name. For example, "Steve Jones, Jr." is set up so "Jr." is in the field with the last name and separated with a comma. Again, nicknames (if used) should be entered consistently; for example "Benjamin Brown (Ben)" is set up in the data with other name "Ben" surrounded by parentheses. Keep it consistent; keep it understandable.

- Verify that the phone numbers and addresses are entered in the correct format. This is especially true of addresses. Separate the house number from the street address. Be sure that all directions like "North" are standardized (for example, if you decided to use "N" with no period, do so throughout all data). Be sure that all streets are named in the same way such as Ave, AVE, AV, or Avenue.

- If you have a field you are not using, please clean out any old data. Sometimes we find that there is data in fields that no one knows about. We don't know if it is or isn't valid, so if the "garbage" data can be deleted, this would be helpful.

- Maintain and update any code files. Sometimes we find codes used that are not listed in a district's code tables. If these can be removed, it is helpful. Also, make sure all descriptions are accurate. We'll be migrating whatever data is provided by the district, so try to look at what you have and see if it is clean. Ask yourself this: if someone new to the system looked at the descriptions in your tables, would they be able to understand what it is?

- If there is any information that needs to be sent to your state on a regular basis, be sure that it is as up-to-date as possible before migration.

- Ensure that data integrity exists in all fields. For example, if certain fields have three options—M, S, or D—verify that only those values exist in that field.

- If "dummy" records exist in your data, get rid of them or tell Skyward they exist.

- If you need to produce an Excel file in a query to submit data to Skyward (or if you are manipulating your data in any way), please let us know. Also, let us know what actions were taken and how the query was written. Queries are not raw data, which is what we typically want to receive for migration, but we understand that sometimes this is the only way. If this is the case, we ask that you alert your project manager and/or migration programmer. Data should be submitted in the same format and layout each time or delays will be created. Skyward must be notified of any changes to queries.

- Think seriously about how much history you want to migrate. Skyward can go back multiple years, but do you really want this if past data is not well maintained? As old data is combined with new data, many problems can arise, so when it comes to certain information it is best not to clutter your new software with unnecessary, outdated information.

# HOW TO TRANSFER DATA TO SKYWARD

When Skyward requests data, we ask that you post your files to our secure FTP site. As best practices for secure data transfer change, we will keep you informed on how to safely post your files. For detailed instructions, please visit:

skyward.com/MigrationFTP

# VERIFICATION MATERIALS

Verification materials are screenshots and reports that help Skyward programmers ensure that we migrate your data from your third-party software into the correct fields in Skyward. Generally, the better the verification materials are, the more successful the migration to Skyward is overall.

The verification process will be done in tandem with each cut of third-party data. Some districts will have two cuts of third-party data and verification; others will have three. This decision will be made by the data migration manager. Because we use verification materials to check our migration results, reports and screenshots should be taken as close to the data cut as possible. Reports for each year of historical information migrated may also be required. If we are migrating from a third-party software vendor that we have migrated from in the past, we may have separate documentation with specific files and verification reports we are looking for. Your project manager will provide you with this documentation if it is available.

The district will meet with the programming department's manager and the data migration specialist to review what materials are needed. The migrations department and project manager will communicate relevant deadlines to the district via the email: dataspecialist@skyward.com. Delays in receiving data verification may result in delays in other parts of the migration. The district will be asked to identify staff that can assist Skyward in supplying verification materials.

# WHY DOES SKYWARD NEED DATA NOW?

In most cases, Skyward programmers will want a copy of your data as soon as we receive your signed proposal.

Here is our reasoning:

- If we have never migrated from your current software, we would like as much time as possible to get to know your data and understand how the fields will map into Skyward.
- Even if we have migrated from your previous software hundreds of times, every school is unique and uses fields differently. We would like to see what data you have for us to work with.
- We can begin the programming process with sample data. Writing the programming in advance allows us to turn around your final data in only 17 business days.
- As time permits, we like to get started on future migrations. If we have your files, we can begin to work on migrations as soon as possible.

Data must all be coming from the same system. If multiple systems are involved, additional costs may be incurred.

***Note: Skyward does not offer field mapping for our migrations.***

# FINAL MIGRATION

1. **Final Pass I data posting – 17 business days prior to live data load on your system**

    - Please include all required data files, all required verification materials, any special instructions or mapping information.
    - Submit all files in the SAME format as any preliminary files submitted.
    - Post to Skyward FTP site.
    - Email your project manager when completed.
    - See page 19 "Dos and Don'ts to Remember." This page includes items you need to track during the live migration.
    - Ensure that someone knowledgeable with your data is available to answer programming's questions should issues arise during this 17-day time frame.
    - *If you cannot post data by the designated time, you may jeopardize the completion of your migration as it is scheduled. Notify your project manager as soon as you know of complications. Your migration and training may require rescheduling and could be pushed back until the following quarter.*

2. **Data is loaded on your system – GO LIVE!**

    - A Skyward IT services technician will set up a WebEx session with you to load the migrated Pass I data on your system. If your servers reside with an ASP, such as ISCorp, the data will be taken care of by this provider.

3. **Training begins on live data**

4. **Final Pass II data is posted as month-end/year-end is completed on your previous software**

    - Since you are already live on Skyward, Pass II migrations will be installed on your Live database by Skyward programmers. All Pass II migrations will first be installed on your Prelim database where you will need to verify the accuracy. Once verified on your Prelim database, a Skyward programmer will migrate the data into your Live database. The system does not need to be taken down for Pass II migrations and in most cases, employees can continue to work in Skyward while the migrations are being installed.

# DATA REVIEW

Because no two systems are exactly alike, a data migration is a sensitive process that requires careful verification. We will be making every effort to ensure that the migration is as accurate as the data you've submitted. However, there are some cases where terminology can be confused or data is misunderstood; we will work together on resolving those issues.

Ultimately **you** are responsible for authorizing the completeness of the migration. Completing your training is essential for the thorough testing of your data. After training is completed, you will have the tools you need to review your migration(s) and alert Skyward of any problems you encounter. Skyward will also provide you with migration notes and exceptions that you will need to review.

**This is the most critical step in your implementation process. In advance, please plan on and dedicate a specific block of time to evaluate and verify your migration(s).**

Once verified, you will need to sign off on the migrations. There are two (2) options available for signing off on your migrations:

1. Sign the "*Acceptance of Skyward Migration*" document and return it to your project manager. This form is located on the last page of this document.
2. Email your project manager and indicate that you have verified and approve of the data. This email will serve as a signed version of the "*Acceptance of Skyward Migration*" document.

Return this form within ***30 days*** of your final migration data load for each migration. If we do not receive acceptance from you within this time frame, we will consider the migration accepted.

If you find issues with the migrated data, please contact your project manager. Make sure you create print screens and examples of your findings so that the migration team can easily locate these issues and determine the best ways to fix them.

**Nobody knows your finance and employee data better than you, so we need you to check our work! What's at stake? Your financial reports, district-vendor relations, the budget, your paycheck...to name a few.**

***Note: After you have your final data, there will not be any additional migrations of additional information into Skyward. Thus, in some cases, you may need to maintain two systems concurrently for a given period of time until you can successfully cease activity on your current software.***

# APPENDIX A

## Do's and Don'ts to Remember

When your district is involved in business migrations, there are some dos and don'ts to remember. Please review this page and discuss any questions you have with your project manager.

### After you post your final Pass I data to Skyward, district staff need to maintain a listing of:

- New vendors
- New accounts
- Vendor demographic changes
- 1099 information for vendors
- New employees
- Employee demographic changes
- Pay records/salary changes
- Deduction/benefit changes

***This information will have to be manually entered into the Skyward system after the Pass I data migration is loaded.***

Any other data that you send for migration with Pass I needs to be treated the same way. For example, if you send open POs for migration with Pass I, you will need to either:

- Stop entering POs that will remain open until your migration is completed, or
- Track any open POs you add to your previous software for manual entry into Skyward.

### Things to avoid after Pass I data has been loaded until Pass II is completed:

- Do not delete employees.
- Do not delete vendors.
- Do not change an employee's name or employee number.
- Do not change a vendor's name or vendor number.
- Do not change the attributes of a deduction or benefit. If a change is needed, create a new code.
- Do not make any budget or amendment changes or add any Journal Entries to force a beginning balance. If you feel this is necessary before getting your Pass II data, talk with your Skyward consultant or programming first.

# APPENDIX B

## Skyward Terminology

| | |
|---|---|
| **ASP** | *Application Service Provider.* This refers to a third-party database server provider that is contracted to house and maintain database servers for a school district at a remote location. This is most commonly ISCorp. |
| **CONVDFT** | *Conversion Default.* This field is the standard default value used by Skyward. If the migration must create a new code, this is the one used for districts to easily know which fields were created by the migration. |
| **Data Load** | When Skyward loads migrated data on your network or with your ASP provider. |
| **Entity** | The term Skyward uses to refer to a campus, building, or school. |
| **FTP** | This is an internet location where information can be exchanged. Data is "posted" to Skyward's FTP site by the district and retrieved by Skyward to complete migrations. As best practices for secure data transfer change, we will keep you informed on how to safely post your files. For detailed instructions, please visit: **skyward.com/MigrationFTP** |
| **PM** | *Project Manager.* Each proposal for new software is assigned to a project manager. This person acts as a central point of contact for the customer and is responsible for creating an implementation plan for the product(s) purchased. |
| **Post Data** | When a school district puts data on the Skyward FTP site for migration. |
| **Skyback** | A Skyward student backup file. Can also be named "Skystu." |
| **Skybackfin** | A Skyward business backup file. Can also be named "Skyfin." |
| **WebEx** | WebEx is a third-party internet meeting area that allows users to access each other's desktop and systems. Training and installations can be conducted remotely via WebEx, which gives Skyward greater flexibility in scheduling and the opportunity to get into a district's database or servers remotely for faster resolution of software support calls. |

# ACCEPTANCE OF SKYWARD MIGRATION

I understand that, by signing this form or emailing this text to my project manager, I give approval of the migration services performed by Skyward, Inc., and that I have the authority to make this decision.

Any requests for rework of the Skyward database or migrations following the date of this Acceptance will result in a new quote being provided by Skyward, estimating the costs for alterations to my database.

Further, I agree that Skyward will not be held responsible for any issues that arise as a result of the migrated data, as it has been verified completely by my district, and I am satisfied with the outcome.

DATE: _____

DISTRICT NAME: _____

MIGRATION VERIFIED: _____

NAME: _____

SIGNED: _____

Please sign and scan a copy of this document, then email to your project manager, or copy text into an email and Skyward will consider this your acceptance.

Return this form within **30 days** of your final migration data load. If we do not receive acceptance from you within this time frame, we will consider the migration accepted by you.

If you find issues with the migrated data, please contact your project manager. Make sure you keep print screens and examples of your findings so that the migration team can easily locate these issues and determine the best ways to fix them.

SAMPLE

# Testing Plan

# Testing Plan

**System Testing** – All changes which are implemented are processed via a lean, Kanban approach, where large changes are broken down into smaller pieces. A development team, which includes a software quality specialist, evaluates the change requirements, identifies code changes to be made and creates change acceptance criteria to validate the change works as desired and has no adverse effects. During the development process, the changes go through a code review, testing against the change acceptance criteria, and review by the team and other developers. This review affirms the change works with the system.

**Integration Testing** - Skyward has implemented automated testing with SmartBear Software, an application that allows tasks to be recorded and then processed against multiple browsers to ensure product compatibility. This helps reduce the time needed for testing enhancements, improve the quality of our updates, and shorten the turnaround time for fixes. Automated testing is done as part of the development process and is not part of our standard implementation practice. In addition to regularly running automated tests of the system processes, regression testing is done manually by the team at the end of each 2-week cycle. The testing performed is general testing and not specific to a site. We are unable to provide all the tests for our customers.

**System Performance Monitoring** – Skyward has created a custom monitoring system for Qmlativ to ensure the most relevant data and metrics are captured and analyzed as efficiently as possible. Performance, Error Log, Backup status, and Usage data are streamed to our internal data warehouse from production Qmlativ environments in near-real time. Alerts are generated when performance metrics are outside of normal limits.

The IT Services department monitors the dashboard and often investigates alerts before our customers know they have a problem. Our support and development teams also use this data for troubleshooting and product improvement.

**User Acceptance Testing** – For any end user requested programming, our Product Management team works with the customer to define the end user story that conveys the change needed to the development team. The product manager/owner works with both customer and development to confirm the changes meet the user stories as defined. In addition, Customer Consulting and Support consultants can work with the customer prior to the implementation process to identify fit-gap issues and negotiate how and when such issues can be resolved.

**Module/Parallel Testing** – Districts are provided with live and training databases. At first, the training database is loaded with scrambled data, but this database may be copied over with live data during the migration process. In these instances, the training database may be used to conduct testing in specific modules and/or parallel testing with the live database. This would be in addition to Skyward's testing of any new feature, improvement, or software change.

# Project Team

# Skyward's Project Team Leaders

Skyward will devote a team of highly specialized, expert personnel to oversee the various aspects of your implementation. We have identified several key roles to fulfill the requirements of this project, as shown below. Skyward affirms that any of its staff assigned to Edina Public School District 273 project will be properly educated, trained, qualified, certified, and experienced for the services they are asked to perform. Skyward will provide 2 project managers, 1 conversions programmer, 1 senior consultant and up to 5 trainers. We also have 1 project management branch manager, 3 additional project management managers with 15 supporting project management staff. At this time personnel cannot be dedicated; however, once an agreement is reached between Edina Public School District 273 and Skyward, members of the implementation team will be selected at that time.

## Key Personnel

Erin Pinter – Vice President of Customer Success
Leslie Strong – Director of Project Management
Jessica Peterman – Project Management Branch Manager
Mike Bianco – Vice President of Data & Information Security

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# Erin Pinter

## Vice President of Customer Success

**Proposed Project Role**

Consulting, Training, and Support Lead

**Summary of Experience**

30 years with Skyward, 20 years directly overseeing the Customer Success Department.
Involved in managing the training process for over 500 Districts.

**Notable Implementations**

Jordan School District, Utah

- Student Count – 56,102
- Number of Entities – 92
- Worked directly with end users on the software installation.

San Benito CISD, TX

- Student Count – 9,728
- Number of Entities – 22
- Assisted with the Project Management of the installation. Worked daily with the leadership staff to ensure we had transparency and communication throughout the process.

Sarasota, Florida

- Student Count – 41,612
- Assisted with the Project Management of the installation. Worked daily with the leadership staff to ensure we had transparency and communication throughout the process.

**Applicable Education and Professional Certifications**

Chippewa Valley Technical College – Associate's degree, Business Management

**References**

Diane Austin – Middleton-Cross Plains School District
Phone - 608-829-9041
Email - daustin@mcpasd.k12.wi.us

Stephanie Tarnutzer – Sauk Prairie School District
Phone – 608-643-5984
Email – stephanie.tarnutzer@saukprairieschools.org

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# Leslie Strong

## Director of Project Management

**Proposed Project Role**

Implementation Team Lead

**Summary of Experience**

28 years with Skyward in various capacities of the implementation team

- Customer Consulting and Support Team Manager
- Director of Product Management
- Director of Project Management

**Notable Implementations**

St Lucie County School District

- Student Count – 41,779
- Number of Entities – 53
- Worked directly with district staff and another vendor to successfully implement a vending machine interface with Skyward's Food Service application.

New State Qmlativ Implementation Team Lead

- Coordinated representatives from the following departments to prepare for Qmlativ initial rollout in the states of Indiana, Michigan, Missouri, Kansas, Tennessee, and Florida: Project Management, Product Development, State & Federal Compliance, Customer Consulting & Support and Data Migration.
- Worked closely with Project Management team to ensure transparency and communication with district personnel throughout the process.

Project Managed the Food Service phase 1 module build (Qmlativ)

- Managed all aspects of project. Developed project plans and schedules, identified needed resources, coordinated the activities of project teams per the project plan. Worked with Stakeholders to define project scope, resource requirements, timeline, deliverables, and milestones.

**Applicable Education and Professional Certifications**

UW-Eau Claire Bachelor of Business Administration
Professional Scrum Product Owner I
Project Management Professional (PMP)

**References**

John Connolly – Consolidated HS District #230, IL
Phone – 708-745-5253
Email – jconnolly@d230.org

Uma Shankar – Alachua County Public Schools, FL
Phone – 352-955-6850 x1502
Email – shankau@alachuaschools.net

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# Jessica Peterman

## Project Management – Branch Manager

**Proposed Project Role**

Implementation Team Lead

**Summary of Experience**

12 years with the Skyward Project Management team

- Project Management Branch Manager
- Project Management Team Manager
- Project Manager

**Notable Implementations**

Sarasota County Schools, Florida
*New Qmlativ Business State Rollout*

- Student Count – 44,000
- Employee Count – 7,500

School District 49, Colorado
*New Qmlativ Business State Rollout*

- Student Count – 25,000
- Number of Entities – 27

Pasadena Independent School District, Texas
*Initial Qmlativ Student Rollout*

- Student Count – 20,000
- Number of Entities – 22

**Applicable Education and Professional Certifications**

Project Management Professional (PMP)

**References**

Mary Velasquez – School District 49, CO
Senior Systems and Data Analyst
Phone – 719-495-3728
Email – mary.velasquez@d49.org

Jarrod Chamberlain – Sarasota County Schools, FL
Business System Analyst
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Skyward, Inc.
CONFIDENTIAL

# Mike Bianco

## Vice President of Data & Information Security

**Proposed Project Role**

Technical Lead

**Summary of Experience**

28 years with Skyward
Involved in the installation and/or administration of 1,000+ Skyward Implementations

**Notable Implementations**

Orange County School District, FL – Cloud Hosted
- Student Count – 190,000
- Number of Entities – 286

Seminole County School District, FL – On-Premises Hosted
- Student Count – 59,000
- Number of Entities – 66

Alpine School District, UT – Managed Service On-Premises Hosted
- Student Count – 85,000
- Number of Entities – 81

St. Lucie County School District – On-Premises Hosted
- Student Count – 45,000
- Number of Entities – 53

Fort Bend ISD, TX – Cloud Hosted
- Student Count – 80,000
- Number of entities – 76

**References**

Jim Dunn – St. Lucie County, FL
Phone – 772-429-7561
Email – jim.dunn@stlucieschools.org

Paul Lewis – Alpine, UT
Phone – 801-830-8735
Email – plewis@alpinedistrict.org

Tina Weems – Orange County, FL
Phone – 407-317-3200
Email – tina.weems@ocps.net

# 5. Ongoing Support

# Support

Don't get stuck running around in circles when you need help. Your time is essential to the educational mission, so we provide you with numerous ways to contact us regarding technology issues. With the Skyward solution, the district-named support contacts will enjoy the following benefits:

- Named support contacts have unlimited access to Customer Success for all your needs via phone, email, or live chat.
- Customer support portal allows easy review of past service calls, access to a detailed knowledgebase, FAQ, and the ability to submit requests for enhancements.
- Extensive use of tutorials for visual walk-through on new features.
- Free use of web conferencing for specialists to work directly with your system while on the phone.
- Skyward's Internal certification program will ensure that technical specialists are certified to help in the specific area of your call.

Phone, email ticket, and Customer Access. Customer Access is functionality built within the software allowing end users to click one button. It tracks who they are, what screen they are on, and program version. The user can code the level of severity and description. Once entered, this ticket flows to the district support staff for resolution. If the district support staff can't solve the issue, they can take the same ticket and forward it directly into our ticketing system to be addressed by a Skyward professional.

## The Knowledge Hub

Even your most knowledgeable people still need help from time to time. Available exclusively with Skyward, our Knowledge Hub is the ultimate in self-service support, giving you:

- **Intelligent search** delivers relevant content based on your role.
- **Multimedia tutorials** offer quick, engaging, and visual depictions of most tasks in the software.
- **Interactive flowcharts** provide a big picture view of entire processes, with one-click access to more information about each step.

Skyward's Knowledge Hub is a place where customers can go to review helpful documentation or information for assistance in answering their immediate questions. Product release notes are easily accessible to all end-users via the Knowledge Hub. Districts can also place Service Calls if they are a support contact.

The Knowledge Hub is user-friendly and easy to navigate.

**How it Works**

Thanks to a single sign-on access point from within the Skyward software, key bits of information come with you when you enter, including what your role is in the district and what your security access looks like. If you have customized any of our standard documentation to fit district-specific requirements, that's what your users will see. The system also responds to user behavior over time, so if a specific piece of content appears to be the most helpful for a given query, it will be the first item presented the next time someone asks a similar question.

**The End Result**

Clunky user manuals and massive, complex online documentation databases are a thing of the past. With the Knowledge Hub, your employees can learn what they need to know at the exact time they need to know it. This is what a better support experience looks like.

## A Trained and Experienced Team

At Skyward, we understand that support is more than a nice voice on the phone. The person on the other end needs to be knowledgeable and experienced in the field if they have any hope of answering your questions accurately and quickly. That's why our clients consistently say we are the best they have ever experienced.

Unique benefits of Skyward's Customer Success staff:

- A significant number of employees that are former school professionals. Many of the people you will talk to have walked in your shoes at one point or another.
- Our technical specialists conduct on-site training to gain real-world experience from your perspective.
- We adhere to a rigorous 4-level qualification program that continuously evaluates the skills and knowledge of our specialists.
- Your calls are entered into a detailed customer management system, which is used to track all activity, generate online tutorials, and manage your district information.

Regardless of the method you use to reach us, your issues are entered into our state-of-the-art support system and reviewed by a highly trained support specialist. When needed, Skyward can also utilize Remote Assistance, an online support tool that gives us the ability to remotely look at your screen, identify the problem, and provide even quicker resolution.

## Response Times

Skyward's average response time on all calls is 4-6 hours, depending on the season.

| 2026 Service Statistics through 6/29/2026 (Business Management Suite) | |
|---|---|
| Total Service Calls | 10,086 |
| Closed / Resolved | 9,695 |
| Response Time < 1 Hour | 18% of all calls |
| Response Time < 2 Hours | 27% of all calls |
| First Attempt Resolved | 72% |

## The Support Process

Skyward's Customer Success operations are based out of our corporate office in Stevens Point, Wisconsin. We provide our customers with both friendly and knowledgeable support Monday through Friday between the hours of 7:00 A.M. to 5:00 P.M. CST excluding holidays. The department operates out of a call queue, with assigned managers of the day responsible for monitoring the queue and escalating any issues that are identified as an emergency.

In a typical implementation, Skyward will train several of your staff to a similar level of proficiency as our internal technical specialists. These system support personnel will be the first line of support for your end users. If an issue needs to be escalated, one of your authorized support contacts will submit it to Skyward, where our specialists will work to resolve the issue quickly.

## Extended Hours for Telephone and Support Operations

Our hosted customers will receive 24x7 technical support at no additional charge.

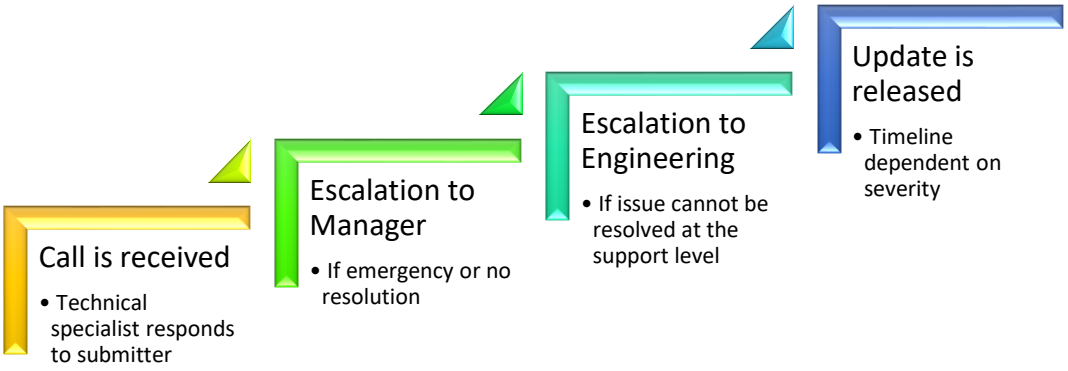
After hour Application support can be provided on a scheduled basis with 3 business days notification at a rate of 1 ½ times our published hourly rate. Written request by the district for the date, time when needed and functionality are required to make sure that Skyward provides the corresponding Support Professional with the knowledge set available.

In case of an EMERGENCY where a mission-critical issue (Payroll Checks not being able to be printed) has occurred, Skyward will escalate the active call and work with the district to its completion without the need of the 3-day notification.

## Workflow and Escalation

Standard software service calls are handled on a first-come-first-serve basis. Skyward has documented procedures in place for all levels of the support process. Skyward uses a sophisticated ticketing system to track all incoming inquiries for customers. As soon as the ticket is created a timer begins monitoring time from response to time of resolution for each inquiry. Resolution can vary due to the complexity, wait time for customer interaction and even program modification if needed. Mission critical calls are delineated and moved to the top of the resolution team. If a technical specialist cannot answer a question or resolve a specific issue, the service call gets moved to the management level. If for some reason the manager cannot resolve the issue at that point, the call is escalated to our Software Engineering department for a quick resolution. Skyward's internal call system tracks each ticket to make sure contact and resolution all meet agreed upon service levels.

Skyward has documented procedures in place for all levels of the support process. A graphic depiction of the escalation workflow can be seen here:




# A Strong User Community

Skyward recognizes the value of an active user community to facilitate the flow of information and create an outlet for discussions that can lead to more efficient school operations and integration of Skyward technology into daily business practices. To support this vision, Skyward has launched a new customer forum as a resource for Skyward customers and Skyward employees to come together and share their knowledge. Building on the excellent networking opportunities available at user group conferences, the customer forum expands interaction to a year-round environment.

Your participation in the forum will help build a network of Skyward users who can help others with suggestions on best practices, share training documents or brainstorm new ideas. A variety of employees from Skyward play an active role on the forum as well.

## The Community

- Exclusively for users of the Skyward Qmlativ software.
- The Community allows members to connect with other Skyward users from around the world and stay on top of important news.
- Offers a wealth of information to help you get the most out of your Skyward experience.
- Helps Qmlativ users stay up to date by exploring the Discussions, Blogs, Groups, and Events in the Community.

## User Groups

Edina Public School District 273 can join fellow school districts to network, learn more about the software, and get tips and training from Skyward and industry experts. User group conferences are held annually and hosted by an independent steering committee consisting of Skyward users from that state.

User groups provide a special opportunity to learn from Skyward experts how you can get more from your solution. The Minnesota User Group was last held in person on October 2-3, 2025, with 235 attendees present. The dates for next year's Minnesota User Group are October 8-9, 2026. User group information is located on our website, including dates, locations, travel details, and conference website links.

## State Steering Committees

Within each state that Skyward supports, there is an independent Steering Committee that represents Skyward customers. Membership is controlled independently by each Steering Committee. Steering committees are primarily responsible for planning state user group conferences.

**Quarterly Product Strategy Review**

Each quarter, a member of the Product Management team meets with representatives from each state Steering Committee to review recent product enhancements and provide a presentation of strategic product goals. These sessions are utilized to validate product strategy and identify which enhancements will have the greatest impact.

User group conferences are held annually (biannually in Wisconsin) and hosted by an independent steering committee consisting of Skyward users from that state.

**Special Interest Meetings**

An additional program for the acquisition of specialized feedback is conducted through our Special Interest meetings, which occur on a semi-annual basis. This group is open to all customers and focuses on providing information on upcoming product and service rollouts, along with gathering feedback on special projects, as deemed necessary. This group represents districts of all sizes from across the United States.

**Product Management Team**

Our product management team carefully monitors the K-12 landscape to craft the strategic vision of our solution, obtaining feedback from our client-run Steering Committees along the way.

## iCon

In addition to state user group conferences, Skyward hosts a yearly international conference designed to provide information for current and prospective customers. Here, you can learn how to unlock the full potential of your technology and get a first look at the latest developments. This event is a 2-day, interactive experience that gives you access to the latest information about our industry-leading products and one-on-one interaction with Skyward executives. The conference also delivers over 50 breakout sessions led by knowledgeable professionals, giving you the tools, you need to improve your district's state reporting and information management, create efficiencies, and get guardians more involved in the education of their children.

This conference is scheduled to take place February 24-26, 2027 at TradeWinds Island Grand Resort in St. Pete Beach, Florida.

# Website Resources

Skyward has built up quite a variety of public training and support materials right within our own website www.skyward.com.

Check out our Quick Hits video library for 2:00 minute or less highlights designed to help leaders and learners in just about every role, from superintendents to teachers.

# System Documentation

## The Help Center

The Help Center provides end users with documentation to answer questions they have about functionality within the solution. The Help Center is topic, organizational and question based. The results of a search provide the end user with documentation that include detailed descriptions of processes, videos that show the actual process with the solution, and flowcharts that provide interactive objects that assist the end user in navigating through the different steps and options within a process. In addition, Skyward provides hundreds of free live webinars each year covering a wide variety of topics including, but not limited to, changes in State/Federal Reporting, yearly refresher trainings on processes typically only done once a year, and common day-to-day processes for end users. These webinars are recorded and are available in the Help Center. Each topic accessed provides the end user with a Yes/No response if the article was helpful, which automatically allows the Help Center to intelligently provide information that end users find most useful. In addition, each end user can leave feedback on any topic that is then reviewed by the Content Management Team and updates are made to the documentation as needed. Additional items for access are Popular Articles, Support Services, detailed Release notes for each release of the software and Known Issues. The Help Center is persona based so that end users will only get results related to the type of access they have granted via security. The different personas are:

- Administrators
- Business Office Staff
- Human Resources Staff
- Department Managers & Supervisors
- Employees & Self-Service Users
- System Administrators

## Professional Development Center

The PDC is an Online resource for districts that provide interactive courses in all areas of the software. Courses can be assigned at the district level and provide the users a teaching tool for learning and is also used to assist an end user in refreshing their knowledge of the software. Each PDC course contains information to review, videos to watch and simulations. There are also skills evaluations at the end of courses and the district can review the scores achieved on those evaluations.

## Skyward Community

The Community is a hub for networking, news, and best practices in Skyward. This resource is open to any end user.

- The Discussion area allows you to share ideas and thoughts with the rest of the Community.
- Blogs is a one-stop shop for the latest news and updates from Skyward and provides a variety of information. In here you will find an array of resources including State/Federal Reporting information, the Skyward newsletter Advancing K12, webinar information and quick briefs on a variety of topics.

# SKYWARD SUPPORT OPTIONS

## Live Chat

Much like a social media platform, live chat offers the opportunity to immediately connect with a Skyward professional for all of your quick questions and concerns.

## Help Center

The Help Center is a collection of every tutorial, flow chart, checklist, and training video we have ever created for the system. Set aside a few minutes every week to dive into a specific topic, and you'll find yourself getting that time back and more with increased productivity.

## Phone Support - Service Calls

Want to talk with a Skyward professional? Skyward's Consulting & Support Specialists are available to answer all of your questions and concerns. Skyward professionals also have the ability to remote into your terminal to show you how to complete tasks right on your desktop.

## On-Site/Webinar Training

Skyward offers both on-site and webinar trainings for customers who want to have a more "hands-on" training environment. On-site trainings bring a Skyward professional to you, for as much or as little personal training as you need. Webinar trainings happen via WebEx and typically last about 3.5 hours to cover all the topics your district needs.

## Community

The Skyward Community is the place to go when you want to bounce ideas off of other people in similar roles with similar responsibilities. We're all smarter together, and there's almost nothing that hasn't been done by someone somewhere.

## User Groups

If you value one-on-one face time with Skyward staff or want to hear best practices from more experienced Skyward users with similar job responsibilities, user group conferences are the place for you. Held throughout the U.S., user groups are typically organized by existing Skyward customers through independent state steering committees.

## Events

Events aim to build on your success by offering a number of free training sessions every month that highlight hot topics in your Skyward solution. These brief 1-3 hour sessions span a wide range of roles and experience levels, with the ultimate goal of helping you do your job more effectively.

## Professional Development Center

Skyward's Professional Development Center is the ultimate resource for just-in-time refresher courses, advanced mastery lessons, and even certifications as a Skyward expert in specific areas of the software. Take a deep dive into courses tailored to your role to help create a smooth transition to the Qmlativ solution.

### IN 2025, SKYWARD RECORDED...

**446** Live chats

**65,191** Service calls

**29,565** Hours of WebEx trainings

### MANY UTILIZED SKYWARD'S SUPPORT OPTIONS...

**23,429** Registered Community users

**188,712** Registered PDC users

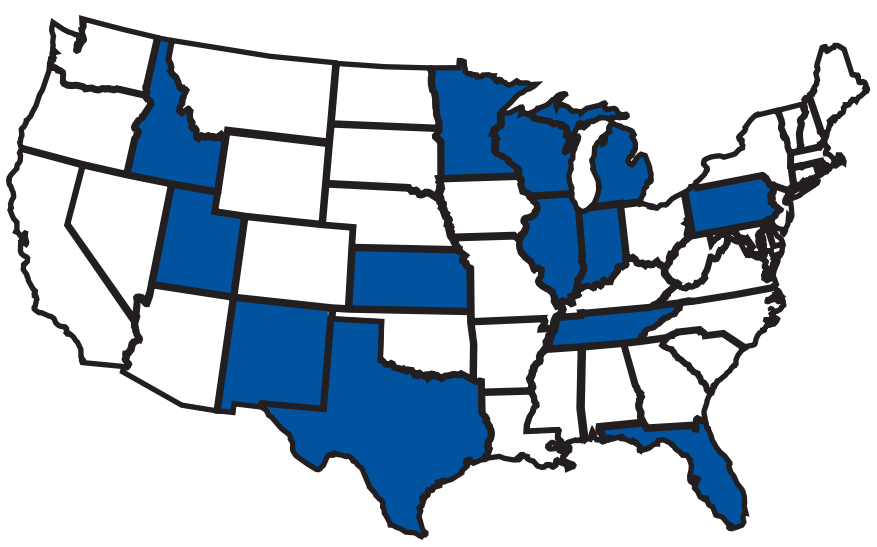
**33,653** Course completion badges awarded for Qmlativ

### SKYWARD OFFERED SEVERAL LEARNING AND NETWORKING OPPORTUNITIES...

**69** Skyward Academy webinar sessions

**37** Business suite related sessions

**32** Student suite related sessions



**12** Different states hosted a user group conference

**4,784** Customers attended a user group

# Service Level Agreement

Skyward can provide Edina Public School District 273 with our standard parameters. The district acknowledges that services provided outside of these standards could result in an adjustment of our support fees.

## 99.95% Application Availability

In the hosted environment, we will guarantee this availability except for maintenance windows, scheduled outages, and otherwise excusable downtime.

## Sample Support Response Time*

| Severity Category | Criteria & Conditions of Incident |
|---|---|
| **Severity 1*** | • The system, component, or application is down and unusable.<br>• Critical deliverables and schedules will be impacted.<br>• The result is a negative Customer-wide Impact to activities; and<br>• No alternative or bypass is available. |
| **Severity 2** | • The system, component, or application is down or unusable.<br>• Critical deliverables and schedules will be impacted.<br>• The result is a negative Customer-wide Impact to activities; and<br>• An alternative or bypass is available. |
| **Severity 3** | • The system, component, or application is degraded or difficult to use.<br>• There is no critical Customer-wide Impact to activities; and<br>• An alternative or bypass is available. |
| **Severity 4** | • The system, component, or application is usable but causes some loss of capability.<br>• There is no critical Customer-wide Impact to activities; and<br>• Deferred maintenance is acceptable. |

*The Skyward support team will work on Severity 1 problems until they are resolved, or an acceptable workaround is identified.

# 6. Infrastructure & Hosting Architecture

# Hardware and Technical Overview

Skyward's Secure Cloud Computing Hosting Service is the most complete and affordable solution for educational leaders who want to accomplish more with fewer resources. This solution is offered in conjunction with ISCorp, Skyward's exclusive service partner for hosted solutions and a leading provider of on-demand applications and data processing solutions. In teaming up with ISCorp, Skyward takes over responsibility for running your system by hosting your database on a secure, internet-accessible data center at a reasonable cost per student. The following pages detail the System Performance and Skyward's System Configuration.

## Hosting and Cyber Security Environment

As the breadth of data stored and used by school districts nationwide continues to expand, student privacy concerns are at an all-time high. Skyward, a leading school management system provider serving more than 6 million students, has always placed a high priority on data security and privacy protection beyond what is required under the Family Educational Rights and Privacy Act (FERPA) and the Children's Online Privacy Protection Act (COPPA).

School districts collect large amounts of personal/private information and store it in their Enterprise Resource Planning systems. Schools and other organizations are obligated by HIPAA, FERPA, and other regulations to implement modern, state-of-the-art security measures to protect that data. With the advanced cyber threats that exist, most organizations that do not specialize in providing hosting services do not have the time, resources, or money to implement sophisticated security measures.

Today the most cost-effective way to implement advanced security measures is to host critical data using an organization that specializes in these areas and can spread the costs over many customers. This is one of the primary reasons that the industry-wide trend is to host applications with a service provider versus retaining highly sensitive data on local servers. Below are just some of the security measures provided by Skyward's Secure Cloud hosting service.

- SSAE 18 SOC 2 Type II Audits are completed annually.
- Team members are CISSP Certified.
- Certified Internal Security Auditor on the team.
- Modern controls are in place to ensure physical access to the data centers is tightly
- restricted. Physical Restrictions include:
- Access to the data center is controlled with dual-factor biometric credentials.
- All entrances to the data centers are either alarmed or monitored.
- All entrances to data centers are through "Man-traps."
- Only authorized employees have access credentials for access to the data centers.
- All door access is logged.
- Cameras record activity in the data center and the interior and exterior of the facility 7x24.

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Qmlativ
EDUCATION MANAGEMENT SYSTEM

# Business Suite System Configuration

Prepared for:

## Edina Public Schools, MN

Edina Public Schools
DEFINING EXCELLENCE

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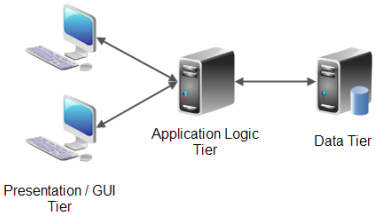
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# Qmlativ Overview

**Qmlativ** Education Management System, the next evolution of **Skyward** software, epitomizes a better SIS and ERP experience. **Qmlativ** is built on a SQL-based platform featuring a revolutionary user experience encompassing everything from desktop to mobile environments.

**N-Tier Server Designs offer the following Benefits:**

- Flexibility
- Security
- Scalability

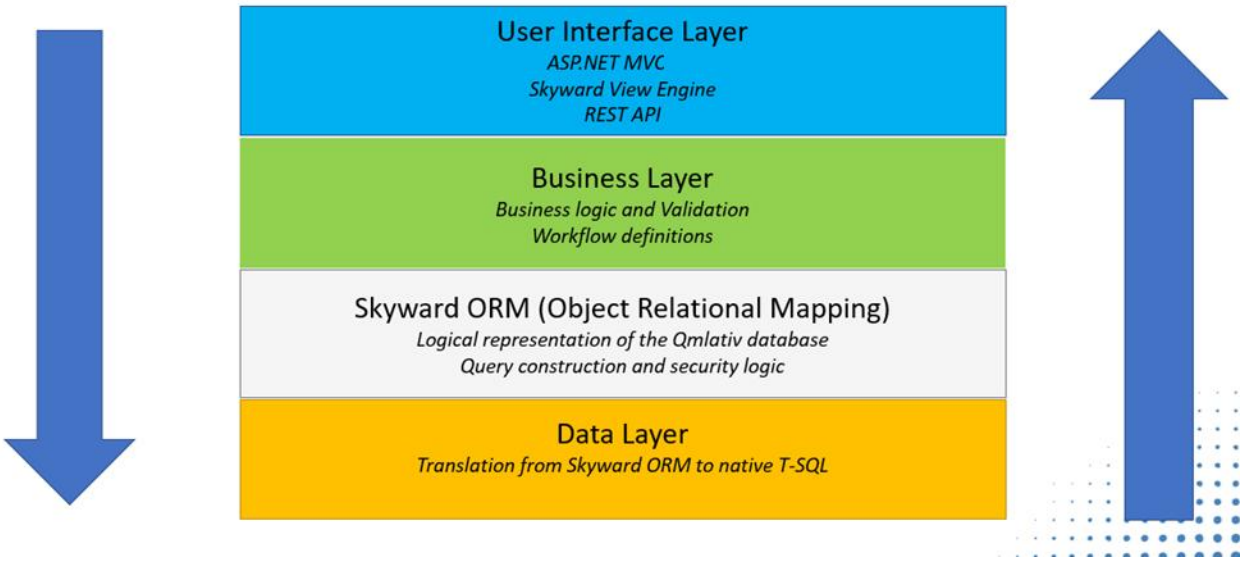



**Qmlativ N-Tier Server Roles include:**

- **Database Server Role**
  - 100% 64 Bit Architecture
  - DB Server RAM / CPU Scaled for District Size
  - DB Server RAM is allocated for Database Buffers.
  - Database Buffers Reduce Disk I/O strain.
  - Supports Replicated Databases using Always On
- **Web Server Role**
  - IIS Web .NET Application with SSL Encryption
  - Supports Multiple Load Balanced Web Servers
- **Workflow Server Role**
  - Workflow Service .NET Framework Application
  - Supports Multiple Load Balanced Workflow Servers

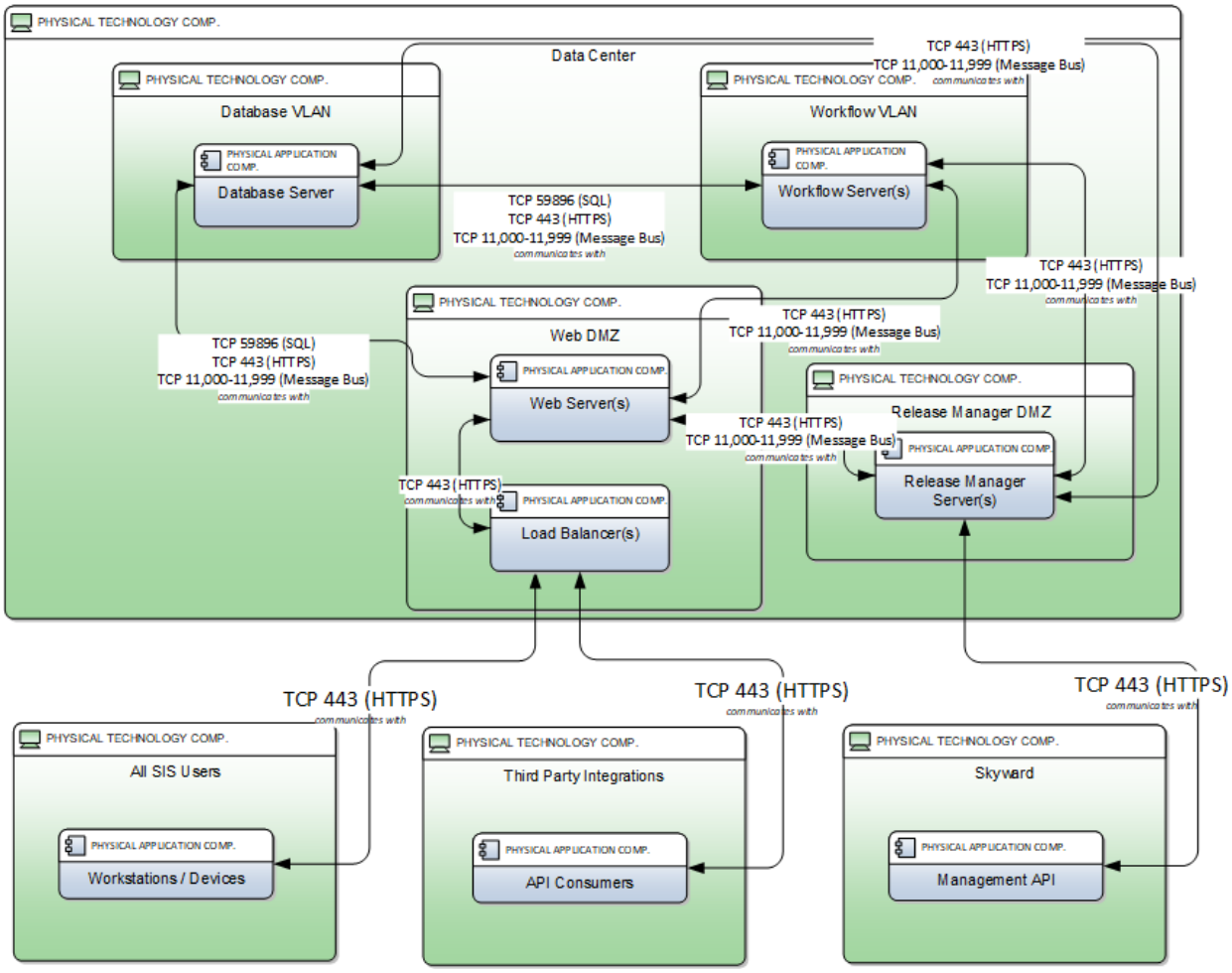
## Layered Application Design

The **Layered Application Design** increases flexibility, maintainability, and scalability. In Layered **Application** architecture, we separate the user interface from the business logic and the business logic from the ORM and data logic, as depicted in the graphic below.



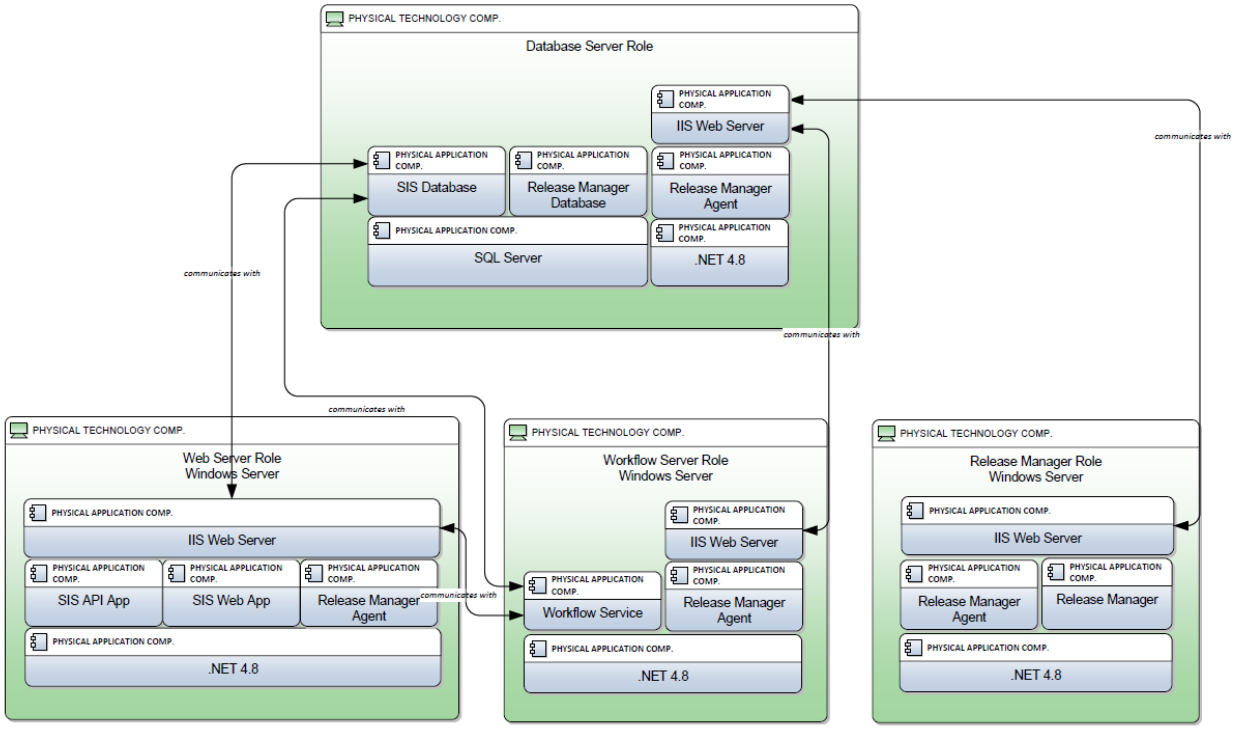
## Network Architecture - Detailed

The **Qmlativ Network Architecture** diagram shows the detailed logical view of application components in a distributed network computing environment. Logical Communication flow, Ports, Protocols, and Services are displayed in the diagram.



## Technology Stack – Detailed

The **Qmlativ Technology Stack**, also called a solution stack, shows a detailed view of the software components that compose the complete Qmlativ application. The Technology stack is the same regardless of the Cloud or On-premises hosting model.



## Security Overview

As a K-12 EdTech partner, Skyward is committed to keeping our customers and products safe from threats. Today's hackers are growing ever more sophisticated, so we understand the need to review and refine our security best practices continually. Here are some security measures Skyward currently has in place.

Third-party experts evaluate Skyward's ability to stand up to threats every year. This annual audit includes vulnerability testing on the following:

- Skyward corporate networks
- Skyward server configurations and Skyward applications

Encryption keeps data from being intercepted and read while transported on a network. Encryption protocols Skyward uses:

- Web: SSL (HTTPS)
- LDAP: Kerberos/TLS/LDAPS
- Email: TLS
- File Transfer: SFTP/SSH

Skyward complies with the data security regulations of the Federal Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), and other applicable requirements.

Each user in the system is assigned permissions by role-based security groups or user-based security permissions assigned to individual users. Security permissions define the user's ability to see application menus, which functions they can use, and what data they may view or modify.

Our information security team is dedicated to the continual learning of best practices. From partaking in ongoing professional development to earning certifications, Skyward staff ensure they are familiar with the latest cybersecurity threats and risks.

- Certified Information Systems Security Professional: The world's premier cybersecurity certification
- Comp TIA PenTest+ Assesses the most up-to-date penetration testing, vulnerability assessment, and management skills necessary to determine the network's resiliency against attacks.
- All Skyward employees must complete monthly security awareness training and phishing tests.

## Security Practices

Skyward uses a layered security approach throughout the software development lifecycle and ongoing operations. Security is considered during planning, design, development, testing, deployment, and monitoring to help identify and reduce risk before changes are released to customers.

**Secure Code Review**
Skyward development teams use secure coding practices and peer review. Security-sensitive changes, such as authentication, authorization, encryption, or data access, receive additional review. Skyward's application framework also supports consistent security patterns across teams.

**Dependency Scanning**
Skyward reviews software components, frameworks, and supporting technologies as part of ongoing security and maintenance. Identified risks are prioritized based on severity, exploitability, and potential customer impact.

**Vulnerability Testing**
Skyward performs routine vulnerability testing across corporate networks, server configurations, and applications. Findings are reviewed by Information Security and technical teams, prioritized by risk, and tracked through remediation.

**Penetration Testing**
Skyward uses third-party penetration testing to identify realistic attack paths, validate controls, and document findings. Testing includes remediation planning, follow-up validation, and executive reporting. Coordinated security testing is also used to support continuous improvement.

## Sub-Processors

Skyward uses approved sub-processors only as needed to provide, support, secure, or host Skyward services. Sub-processors are reviewed through Skyward's vendor risk management process before use and are expected to meet applicable confidentiality, privacy, and security requirements.

**Current Sub-Processors**

| Company Name | Service Provided | Data Shared | Storage Location | Security Certifications |
|---|---|---|---|---|
| ISCorp | Secure Cloud Hosted services for Skyward-hosted customer environments | Hosted customer data required to provide cloud hosting services | Mequon, Wisconsin, and Dallas, Texas | SOC 2 Type II audited controls |

Additional sub-processors, if applicable, may be provided through Skyward's standard sub-processor disclosure or security review process.

**Requirements and Standards**

Skyward requires appropriate safeguards for sub-processors based on the services provided and the type of data involved. These safeguards may include secure data transmission methods such as HTTPS, TLS, SFTP, or SSH; encryption for sensitive data in transit and where applicable at rest; monitoring controls; access restrictions; contractual confidentiality requirements; and vendor risk review procedures.

## Secure Cloud Hosted (SCC) Data Security

School districts collect large amounts of personal/private information and store it in their SIS and ERP systems. Schools and other organizations are obligated by HIPAA, FERPA, and other regulations to implement modern, state-of-the-art security measures to protect that data. With advanced cyber threats, most organizations that do not specialize in hosting services do not have the time, resources, or budget to implement sophisticated security measures. Today, one of the most cost-effective ways to implement advanced security measures is to host critical data with an organization specializing in these areas, which can spread the costs across many customers. One of the primary reasons for the industry-wide trend is to host applications with a service provider rather than retain highly sensitive data on local servers. Below are just some of the security measures Skyward's Secure Cloud hosting service provides.

- SSAE 18 SOC 2 Type II Audits are completed annually.
- Team members are CISSP Certified.
- We have a certified Internal Security Auditor on the team.
- Modern controls are in place to ensure physical access to the data centers is tightly restricted. Physical Restrictions include:
    - Access to the data center is controlled with dual-factor biometric credentials.
    - All entrances to the data centers are either alarmed or monitored.
    - All entrances to data centers are through "Man-traps."
    - Only authorized employees have access to credentials to access the data centers.
    - All door access is logged.
    - Cameras record activity in the data center and the interior and exterior of facility 7x24.

# Hosting Options

## Private Secure Cloud Computing (SCC) Hosted Solution

Customers utilizing the Private Secure Cloud Computing (SCC) Hosting Option can select between the Platinum and Gold Hosting Options.

Platinum Cloud Hosting is the top-tier hosting option. Some key differentiators include:

- Dedicated servers providing greater flexibility for Skyward Updates
- Premium Service Level Agreements (Uptime) and Disaster Recovery (RTO/RPO)

Please contact your account representative to access the Secure Cloud Services Matrix, which outlines the features of Gold and Platinum Cloud Hosting.

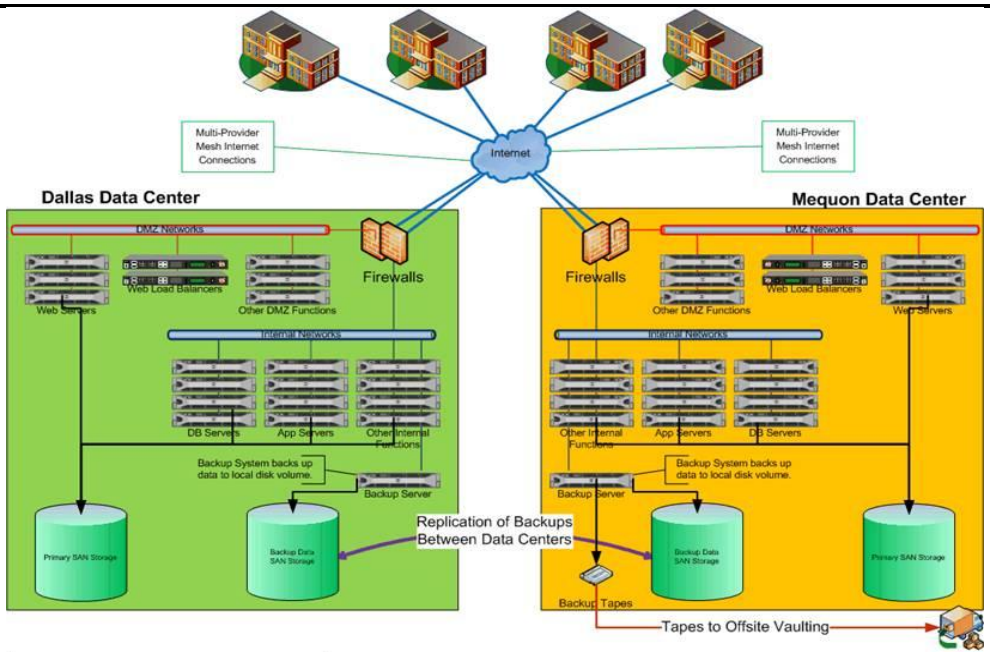
# Secure Cloud Hosted (SCC) Design Overview

Skyward partners with ISCorp to provide Secure Cloud Hosted services. ISCorp hosts Skyward environments in geographically redundant data centers located in Mequon, Wisconsin, and Dallas, Texas. The environment includes multiple Tier 3 data centers, N+1 redundancy, multiple Internet providers, infrastructure monitoring, backups, and disaster recovery protections.

Customers using the Secure Cloud Computing (SCC) Hosting Option can choose between dedicated (Platinum) or shared (Gold) hosting environments. Shared environment customers use the same applications and resources as other Skyward hosted users. Dedicated environment customers can control when updates are applied.

## ISCorp Service Level Agreement

ISCorp's uptime SLA is included in the applicable cloud hosting contract and varies by selected hosting tier. Current ISCorp service tiers include uptime guarantees beginning at 99.8% for Gold Secure Cloud Hosted services and 99.9% for Platinum Secure Cloud Hosted services, excluding scheduled maintenance and other contract-defined exclusions.



## Disaster Recovery

Skyward's Secure Cloud Hosted environment uses geographically redundant ISCorp data centers, redundant infrastructure, backups, monitoring, and disaster recovery protections to reduce the risk of extended service interruption.

If a major hosting event occurs, ISCorp and Skyward coordinate recovery activities based on the affected service, hosting option, and applicable recovery commitments. Recovery may include restoring services from backups, moving workloads to available infrastructure, or using other approved recovery procedures.

Disaster recovery capabilities and recovery procedures are reviewed and tested on a scheduled basis. Specific RTO, RPO, and testing details are defined by the applicable hosting option, Secure Cloud Services Matrix, or service agreement. Specific disaster recovery testing schedules and results are available through the applicable Secure Cloud Services Matrix, service agreement, or security review process.

# Secure Cloud Hosted (SCC) Data Center High Availability

N+1 redundancy is a system design principle aimed at ensuring high availability. In this setup, if there are N primary components required to maintain normal operation, an additional (or "+1") component is provided as a backup. This ensures that if one of the primary components fails, the backup can take over without causing any downtime. This concept is significant because it mitigates single points of failure and enhances system reliability and resilience, which is critical for services requiring continuous operations such as data centers, telecommunications, and cloud services. By incorporating N+1 redundancy, Skyward and ISCorp safeguard against unexpected failures and maintain a high level of service uptime.

| Locations | Dallas, TX Data Center | Mequon, WI Data Center |
|---|---|---|
| | | |
| **Servers** | **Deployment Methodology** | **Deployment Methodology** |
| Database Servers* | Database Servers are maintained with the current configurations using ghost images. On demand, the ghost images are used to deploy new servers. | Database Servers are maintained with the current configurations using ghost images. On demand, the ghost images are used to deploy new servers. |
| VMware Servers* | The hosts are configured and added to clusters to take advantage of both the High Availability (HA) and Heartbeat features of the product. VMWare guests are load balanced between the servers. | The hosts are configured and added to clusters to take advantage of both the High Availability (HA) and Heartbeat features of the product. VMWare guests are load balanced between the servers. |
| **Network** | **Deployment Methodology** | **Deployment Methodology** |
| Internet | Databank provided Mesh. Multiple providers in the Mesh. Databank provides failover between these providers. | BPG failover between multiple internet providers. |
| Cabinet, Fibre, Internet, and Core Switches* | Switches are configured in redundant pairs. | Switches are configured in redundant pairs. |
| Load Balancers* | Load balancers are configured in redundant pairs. Clustered with automatic failover between the load balancers. | Load balancers are configured in redundant pairs. Clustered with automatic failover between the load balancers. |
| Firewalls* | Firewalls are configured in redundant pairs. Clustered with automatic failover between the firewalls. | Firewalls are configured in redundant pairs. Clustered with automatic failover between the firewalls. |

*Redundant power supplies and other redundant components can be found in these systems to prevent system failure due to component failure.

# Database Information

Microsoft SQL Server powers Skyward and includes robust tools for managing, monitoring, and backing up the database. Microsoft SQL provides full SQL access to standard tools such as Microsoft SQL Reporting Services, Microsoft Excel, Crystal Reports, and virtually any 3rd party product that can utilize an SQL database connection. Skyward will assist you in the integration of 3rd party products.

## Database Architecture

Skyward uses Microsoft SQL Server as the database platform for Qmlativ. Cloud-hosted environments support replicated databases using Microsoft SQL Server Always On, with database servers deployed in protected backend networks.

High availability is supported through redundant hosting infrastructure, N+1 design, monitored systems, backup processes, and disaster recovery protections provided through Skyward's Secure Cloud Hosted environment.

## Optional Reporting Database

Customers have an option of adding a Reporting Database to their Cloud hosting. The Qmlativ application seamlessly runs reports against the replicated Reporting Database, ensuring that intense reports do not impact system performance. We recommend this option for SIS customers with an FTE that exceeds 40,000 students and for ERP customers with an FTE that exceeds 80,000 students. There is an additional Cloud Hosting fee for a Reporting Database.

## Windows / SQL Server Licensing Considerations

### Private Secure Cloud Computing (SCC) Hosted Licenses

All Microsoft SQL Server Standard and Microsoft Windows Server licenses are included in the Cloud Hosting fee. Customers that utilize the option Reporting Database server will utilize Microsoft SQL Enterprise; the additional license costs are part of the additional Cloud Hosting fee for a Reporting Database.

## Database Open Database Connection / Software Developer Kit

An open database connection ("ODBC") can be used to access the Qmlativ database, regardless of the customer's hosting option. Customers are permitted to read data from the Qmlativ database using an ODBC connection, but customers are not permitted to insert data into the Skyward database using an ODBC connection. The Qmlativ system contains large amounts of validation and triggered business logic inside the application itself, but none of this logic exists in the database. The quantity of this logic and frequency of changes makes it prohibitively difficult for Skyward to maintain documentation or for outside developers to reproduce reliably. For this reason, we do not support inserting, updating, or deleting data in the database using an ODBC connection.

Instead, we have developed an Application Programming Interface (API) and Software Developer Kit (SDK), which allows full read, insert, update, and delete access to every table in the system via an easy-to-use REST-based API and a .NET SDK library. These options operate through the Qmlativ business logic, like the web-based user interface, so manipulating data using the API or SDK will not cause the same damage as directly manipulating data.

## Database Backups Retention Schedule (Cloud Hosted)

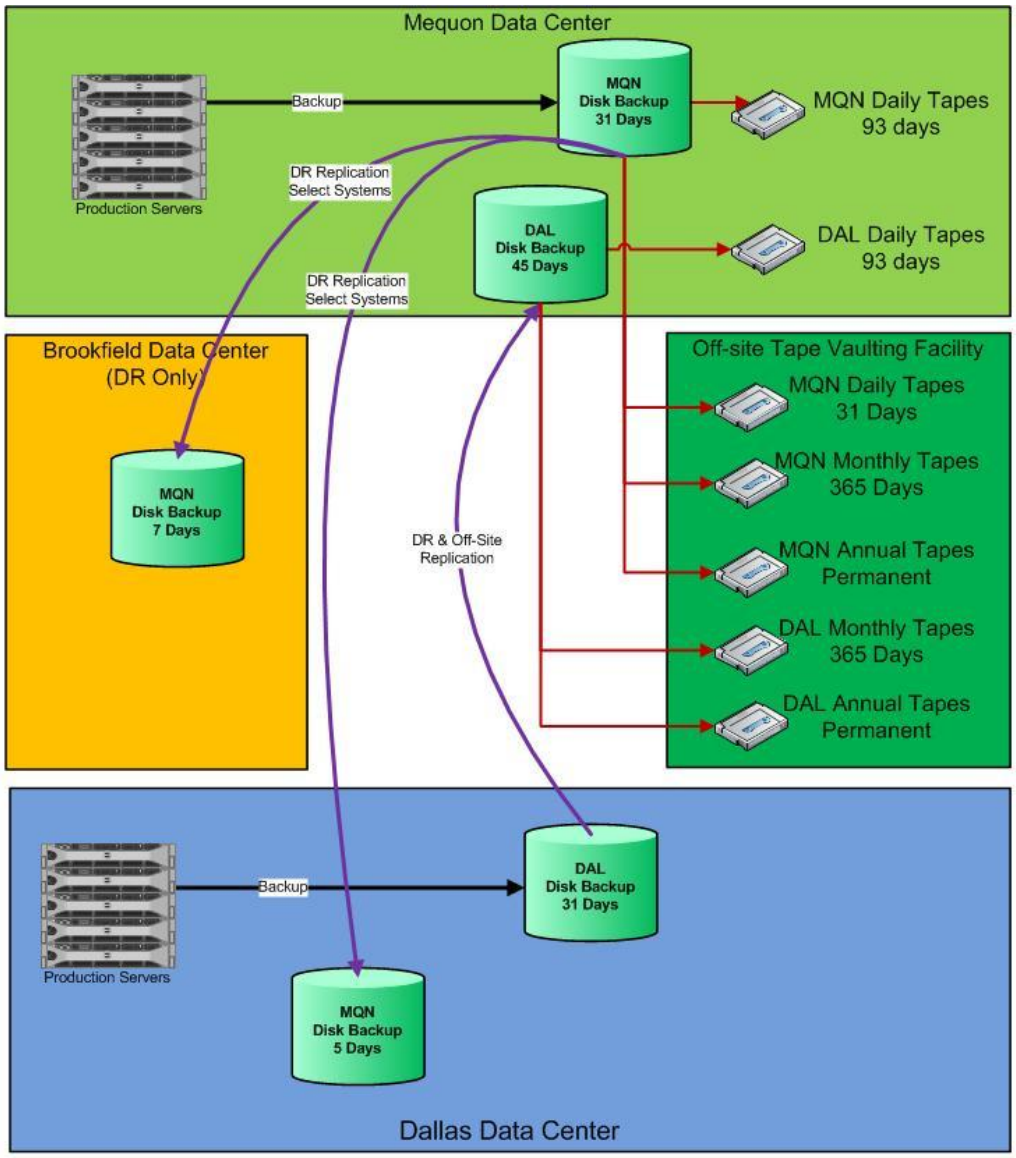
ISCorp maintains backup files for all Skyward customer databases as follows:

- Daily Backups – 1 month
- Weekly Backups – 3 months
- Monthly Backups – 1 year
- Long-Term Data Archiving – ISCorp will retain 7 years of annual backups, taken the first weekend of the New Year. However, if a customer has specific compliance or retention requirements, ISCorp recommends that the client retain a copy of the backup. ISCorp can provide backups for client retention purposes at the client's request.
- ISCorp sends encrypted backups to an offsite facility daily, Monday through Friday.

## Backup and Recovery Objectives

Backup frequency and retention are described in the Database Backups Retention Schedule above. Recovery Point Objective (RPO) and Recovery Time Objective (RTO) commitments vary by hosting option and are defined in the applicable Secure Cloud Services Matrix or service agreement. Gold Secure Cloud Hosted services include a maximum RTO of 48 hours and RPO of 24 hours. Platinum Secure Cloud Hosted services include a maximum RTO of 24 hours and RPO of 12 hours.

## Database Backups Diagram (Cloud Hosted)



# System Information

## Source Code Management

Skyward owns and maintains the source code for Qmlativ. Source code is managed in Skyward-controlled repositories with access limited to authorized personnel. Development teams use controlled branching practices to support new development, testing, release preparation, and production support. Repository platform details can be provided through the appropriate security review process when required.

## Deployment Process

Skyward uses separate development, test, and production environments to support controlled software delivery. Code changes are developed and reviewed before being promoted for testing. Approved releases and patches are then deployed to production environments during scheduled non-production hours.

## Change Management

Qmlativ releases and patches follow the processes described in the Definition and Installation of Qmlativ Updates section. Emergency releases follow an expedited review and deployment process based on severity and customer impact. When needed, rollback or recovery procedures may include reverting the change, applying a corrective patch, restoring affected components, or restoring from backup through approved recovery processes.

## Operating System Patching and Version Control

Skyward tests new operating systems and major service packs as they are released, and we typically provide support within 3 months of the operating system's major release. Skyward does not support beta operating systems or patches. It is recommended that customers apply critical security updates to all Skyward servers following their regular internal update schedules. If Skyward is aware of an issue with a patch or security update, it will communicate that to customers as a critical issue.

| Server Role | Version Controls for all Hosting Options | Cloud Hosted |
|---|---|---|
| Qmlativ Web and Workflow Servers | Based on function, the servers run the same version as Windows. | During the weekend, critical security patches are automatically applied. ISCorp examines and pushes out all other patches after they have been tested. |
| Qmlativ Database Servers | All servers run the same version of Windows and SQL Version / SQL patches to decrease anomalies based on uniqueness. | Because the databases are on a protected backend network, ISCorp rolls out updates based on Database compatibility and Database update rollout. Major updates are usually performed several times a year. |

# Definition and Installation of Qmlativ Updates

## Qmlativ Releases

New releases are available every two weeks (some exceptions will apply). Releases will contain enhancements, new features, and updated tables and reports if required.

## Qmlativ Patches

Skyward creates patches on an as-needed basis. Patches typically contain program fixes but may include enhancements, new features, and updated tables and reports if required.

| Update Type | Cloud Hosted |
|---|---|
| Releases | ISCorp installs the releases during non-production hours. |
| Patches | ISCorp installs the patches during non-production hours. |

## Bandwidth Guidelines

Bandwidth requirements can depend on latency, packet size, and utilization patterns. With that in mind, the only way to guarantee a wide area network (WAN) connection or connection to your Internet service provider (ISP) has enough bandwidth is to analyze the connection. Skyward IT Services can provide complete bandwidth analysis as part of an SCC or Network Assessment.

### Network Latency

The latency on each hop should average no more than 50ms with a complete round trip latency of less than 100ms. Latency can be determined by running a traceroute from the client to the destination server. Too much latency will hurt the performance of the Skyward Web Applications.

### Bandwidth Usage - Skyward Web Applications

Our web-based modules are estimated at 50-70 kbps per active session. SSL encryption does not use additional bandwidth.

## Monitoring

Skyward has created a custom monitoring system for Qmlativ to ensure the most relevant data and metrics are captured and analyzed as efficiently as possible. Performance, Error Log, Backup status, and Usage data are streamed to our internal data warehouse from production Qmlativ environments in near-real time. Alerts are generated when performance metrics are outside of normal limits.

The IT Services department monitors the dashboard and often investigates alerts before our customers know they have a problem! Our support and development teams also use this data for troubleshooting and product improvement.

# Single Sign-On and Authentication Options

Qmlativ offers a robust and flexible set of Authentication Options for your end-users. You can utilize any combination of the authentication options listed below.

### Skyward LDAP Login and Group Integration

LDAP is an industry-standard protocol that allows an application like Skyward to a 3rd party LDAP directory like Microsoft's Active Directory or Micro Focus eDirectory.

In general terms, you can think of an LDAP server as a phone book with the district users' usernames and passwords. Skyward can take advantage of this "phone book" by allowing it to be used to log into Skyward. The advantage is that users have one less password to remember.

In more technical terms, the LDAP implementation allows users to use network credentials to log into the Qmlativ web applications. User accounts can be in Windows Active Directory, Micro Focus eDirectory, or any third-party LDAP compliant directory. The LDAP Group Integration feature allows the system to provide security permissions by allowing Qmlativ to read group memberships from your Network directory and then add them to linked Security Groups.

### Single Sign-On (SSO) Login and Multi-Factor Authentication (MFA)

Single Sign-On allows Qmlativ users to log into Qmlativ using a username and password from a 3rd party system that supports SAML; some examples include Google G Suite, ClassLink, Microsoft Office 365, or Active Directory Federated Services. SSO relies on a 3rd party Identity Provider (IdP) to authenticate Qmlativ users using security tokens provided by a SAML 2.0 IdP.

### Qmlativ as an Identity Provider (IdP)

Qmlativ can be an Identity Provider (IdP) for 3rd party systems, such as your School Payment or Learning Management System. This means that users of the 3rd party system can log in to the 3rd party system using their Qmlativ username/password using SAML 2.

### Native Multi-Factor Authentication (MFA)

Qmlativ includes native Multi-Factor Authentication (MFA) for end users using a Skyward password or the LDAP integration to log into Qmlativ. Native MFA options include sending a code via email or acquiring one using the One-Time Password App, optionally allowing users to suppress MFA requirements on trusted devices for a specified number of hours or days.

# Identity Management Options

## Account Automation / Identity Management (IDM)

**3rd Party solutions**
Skyward has several partners that provide an Identity Management solution that provisions user accounts from Skyward to various systems, including Active Directory, Entra ID, and Google. To locate partners with approved integrations please visit: https://www.skyward.com/products/partner-program

## User Import Tool

User Importing your Security Users from third-party software enables you to import a .csv or .txt file of a list of individuals needing secure access. This allows you to create multiple users simultaneously instead of adding them individually. For example, if you have a file containing your user and security information and wish to import that information into the Skyward software, you could use this import.

You can process two types of imports: importing new users and updating existing users or importing new users and updating and removing existing users. Details of the User Import options can be found by clicking Help Center and searching for User Import, including sample file formats.

## Third-Party Integrations / API Capabilities

Qmlativ makes it easy to connect and share data with other systems. It uses custom API links, secure file transfers (FTPS/SFTP), and optional tools for building custom workflows. All integrations go through a vendor approval process to make sure they follow important privacy laws like FERPA and HIPAA. This keeps your information safe and helps third-party systems work smoothly with Qmlativ.

Qmlativ offers strong API features and flexible ways to connect with third-party software. The platform uses secure REST APIs with OAuth 2.0 authentication and HTTPS, letting you access key functions such as enrollment, attendance, user management, payments, time tracking, and scheduling. It also supports important industry standards like OneRoster for class rosters and grade reporting, and it's Ed-Fi certified for state reporting and student information system (SIS) integration.

Additionally, Qmlativ includes an API and Software Developer Kit (SDK) that allow you to read, add, update, and delete information in every part of the system. You can do this easily with the REST API or the .NET SDK library.

## Data Ownership and API Access

The District retains ownership of District-owned data in Qmlativ and may access or export it using approved reports, secure file transfers, ODBC read access, REST APIs, and the Qmlativ SDK.

The District may grant API or integration access to third-party vendors that meet reasonable security, privacy, and technical requirements. Skyward does not unreasonably restrict approved integrations that meet those requirements. Integrations use secure REST APIs with OAuth 2.0 authentication and HTTPS. API documentation, access scope, rate limits, and usage controls are provided or applied as needed to protect security, performance, and availability.

# Core Web Applications Minimum Web Browser Requirements

For the Qmlativ Web-Based Applications

Skyward recognizes the diverse Operating Systems, Devices, and Internet browsers our customers are using. While we want every customer to have the best possible experience, we realize that developing applications that work identically, efficiently, and effectively with all browsers and versions is impossible. We also acknowledge that testing every browser version and device combination is no longer possible, as many new browser versions are deployed on aggressive weekly or bi-weekly schedules.

Skyward supports the following Web Browsers:

- **Chrome**
- **Edge (Chromium-based)**
- **Firefox**
- **Safari**

If an issue is discovered with one of the recommended browsers listed above, please report it to Skyward Support so our development team can review it. Please refer to the following two pages for the minimum browser versions that are supported.

## General Workstation Requirements

- Skyward does not support beta versions of Operating Systems or Web Browsers.
- 1024x768 resolution or higher is optimal.
- Web-Based Food Service Point of Sale (POS) must meet the following minimum hardware requirements: Dual Core 1.6GHz or faster with RAM: 1 gigabyte (GB) (32-bit) or 2 GB (64-bit)
- All system requirements are subject to change based on the product version.

# Workstation Web Browser Requirements

For the Qmlativ Web-Based Applications

| Operating System | Supported List |
|---|---|
| **Windows Workstation Browsers** | |
| Windows 11 | Chrome (current version[1])<br>Edge (current version[1])<br>Firefox (current version[1]) |
| **Windows Server Browsers** | |
| Windows Server 2025 / 2022 / 2019 / 2016 | Chrome (current version[1])<br>Edge (current version[1])<br>Firefox (current version[1]) |
| **Mac Browsers** | |
| Mac OS 14.x, Mac OS 15.x, Mac OS 26 | Chrome (current version[1])<br>Edge (current version[1])<br>Firefox (current version[1])<br>Safari (current version[1]) |
| **Chrome OS Browsers** | |
| Chrome OS (current version[1]) | Chrome (current version[1]) |
| **Microsoft Office** | |
| Windows & Mac | Office 2021/365 |

[1]*Chrome OS, Chrome browser, Microsoft Edge (Chromium-based), Firefox, and Safari are on aggressive release schedules; therefore, the most current version is not explicitly listed.*

## Mobile Access App Features and Requirements - ERP

The Skyward Mobile Access App is available for installation on any Apple iOS or Google Android-based device. Simply install the App, select your school, and start using the App!

| Feature | Benefits |
|---|---|
| Access through your mobile device | • The free App is available to download through the iTunes App Store, Google Play, or Amazon Appstore.<br>• Works with your iPad, iPod Touch, or iPhone.<br>• Works with your Android mobile devices.<br>• Saves your login and password for fast, easy access protected by a fingerprint or PIN. |
| Employee Access | • View your employee profile and personal information, name, address, contact information, position details, and more.<br>• Access your payroll check history and estimate upcoming checks.<br>• Clock in and out and view a history of time transactions by day.<br>• View unsubmitted timesheets and submit completed timesheets.<br>• Check remaining time-off balances and request time off.<br>• Access essential tax forms.<br>• Check your calendar for upcoming events. |
| Administrator Access | • Administrator Access covers the Student Management and School Business Suites.<br>• On the Student side, administrators have real-time access to crucial data. on behavior, attendance, and achievement, among other important information.<br>• On the Business side, administrators have access to review and approve timesheets, time-off requests, requisitions, and more with just a few simple taps. |

IT SERVICES & TECHNOLOGY SOLUTIONS

# HOSTING OPTIONS




## Secure Cloud Hosting

What does it mean to keep your data in the cloud? With our secure hosting service, it means never having to worry about software updates, hardware refreshes, or database maintenance. Our Skyward IT Services team will back up your data, make sure it's protected, and lock down access so only you can get to it. This means little to no maintenance on your end, so your technology team can focus on staff and infrastructure.

### Base Features

- Dual-redundant firewalls, BGP failover, and antivirus mitigation
- SQL database licensing
- 24/7 infrastructure monitoring and alarming
- 15-month training database and unlimited test database
- Hands-off hardware upgrades and software updates
- Daily offsite backups
- Maximum RTO 48 hours, RPO 24 hours
- SSAE-18 annual audit and report
- HIPAA certification

### Optional Platinum Upgrade

***Includes all base features plus the following:***

- Redundant, highly available SAN environment
- Complete disaster recovery services – Maximum RTO 24 hours, RPO 12 hours
- 24/7 live infrastructure help desk
- Unlimited training database and developer database
- Upgrades and updates on your schedule
- Hourly backups, AI logging, and backup retention
- Redundant datacenter
- PCI certification

**REQUIRED FOR DISTRICTS WITH < 5,000 STUDENTS

# Maintenance

Skyward's Qmlativ product offers releases every 2 weeks, while patches are provided on an as needed basis. Patches contain program fixes. Both releases and patches can contain enhancements and new features, as well as updated tables and reports if required. These product enhancements are included as part of your annual license fee and will ensure that your district reaps the benefits of all the latest advancements in Skyward technology.

Qmlativ customers can view their service calls within the Qmlativ product. This includes the communications that have taken place and the resolution, once resolved. Skyward also has a known issues report. This shows the description of the issue and the anticipated patch/release number, when known. This report highlights items that were identified in the past 7 days. Customers are notified via email when a defect associated with their district is closed.

## Easy Updates

Depending on the hosting option for your district, Skyward aims to make these updates easy for you:

| Update Type | Cloud Hosted | On-Premise Managed Services |
|---|---|---|
| Releases | ISCorp installs the releases during non-production hours. | Skyward installs updates at the time requested by the school district. Updates will be applied during Skyward business hours. |
| Patches | ISCorp installs the patches during non-production hours. | Skyward installs patches at the time requested by the school district. Updates will be applied during Skyward business hours. |

## Sustainability

At Skyward, we pride ourselves on a commitment to continuously evolve our product lines and meet the future needs of our clients. You need the freedom to dictate your own strategies and methodologies without being pigeonholed into whichever initiative your technology will support. Our product management team carefully monitors the K-12 landscape to craft the strategic vision of our solution, obtaining feedback from our client-run Steering Committees along the way. Districts can also make their voice heard with the Product Ideas Portal. Qmlativ is built on feedback from users just like you. With the Product Ideas Portal, districts can submit ideas for Qmlativ. They can also view, vote on, and comment on ideas from other users.

We make it a point to drive market innovation wherever possible by anticipating the future of education technology and developing a solution that will be powerful for our clients today while remaining relevant in the face of new trends and requirements tomorrow.

# Protecting Student Data

As a leading school management system provider serving more than 5 million students, Skyward has always placed a high priority on data security and privacy protection beyond what is required under the Family Educational Rights and Privacy Act (FERPA) and the Children's Online Privacy Protection Act (COPPA).

## Security

Security is an overlooked aspect of privacy, but it is a crucial tool for ensuring that privacy is sustained. Each time a story appears around the loss of personal information in the consumer market, the fault is typically attributed to improper management or malicious attacks on security. Without proper security measures, student data is always at risk.

The security of your data will depend in large part on whether you choose to implement an on-premise or cloud-based storage model. The following page contains more information on the various security considerations to keep in mind based on your delivery model.

**Cloud Computing**

Beyond the value of off-loading the maintenance and cost of on-premise hosting, secure cloud computing offers the major benefit of data security and privacy protection. Cloud services in the education industry have been poorly understood and weakly governed due to non-standardized requirements that vary by district.

In partnership with ISCorp, a leading provider of cloud computing services, Skyward has provided hosting options for more than 20 years. As of today, approximately 70% of Skyward's customers use cloud-based storage services, which provide the following benefits:

- All data servers are located on United States soil.
- Three-way contracts and a secure system built specifically for Skyward products.
- Annual SSAE 18 SOC certification.
- All ISCorp employees are required to undergo full background checks and eight separate certifications to operate the equipment.
- ISCorp has no authority to own your data, cannot use your data, and certainly cannot sell your data.

By constantly improving security measures and guidelines to help school districts, Skyward has established a data privacy standard that exemplifies our commitment to maintaining strict client confidentiality. When you choose the Skyward solution, you can rest easy knowing that your data is safeguarded by stringent management and security measures, and that Skyward continues to strengthen its cloud computing offering to lead by example.

# Privacy

Maintaining the privacy of school data is a complex challenge facing districts across the country. As access to data is provided to more users, the risk of security being compromised increases. Maintaining a high level of privacy requires collaboration between districts and vendors. During your implementation, Skyward will review industry best practices with your staff to help ensure that you are doing all you can to keep your data private. In addition, Skyward's technology includes the following built-in safeguards:

- Extensive security functionality within the application to control what data is accessible, printable, or exportable. This will ensure that your data is managed to support even the strictest data governance strategies.
- Specialized options to provide data access by area that are easy to configure and control.
- Controlled data practices that validate third-party partners to maintain a strong level of protection with interfaces that are approved and initiated by authorized district personnel.
- Defined processes for data clearing upon project completion.
- Routine security audits of the application, coupled with internal procedures to ensure the latest industry standards are being met and exceeded.

# SECURITY & COMPLIANCE
## HOW SKYWARD PROTECTS YOUR DATA

As a K-12 EdTech partner, Skyward is committed to keeping our customers and products safe from threats. Today's hackers are growing ever more sophisticated, and as a result, we understand the need to continually review and refine our security best practices.

**HERE ARE SOME SECURITY MEASURES SKYWARD CURRENTLY HAS IN PLACE.**

### SECURITY REVIEW

Every year, third-party experts evaluate Skyward's ability to stand up to threats. This annual audit includes vulnerability testing on:

Skyward corporate networks + Skyward applications + Skyward server configurations

Data security measures Skyward has in place:

- Encryption keeps data from being intercepted and read while it is transported on a network.
- Encryption protocols Skyward uses:
  - » Web: SSL (HTTPS)
  - » LDAP: Kerberos/TLS/LDAPS
  - » Email: TLS
  - » SFTP/SSH
- Annual audits using the Center for Internet Security CIS Top 20 Critical Security Controls.

### SCC HOSTED DATA SECURITY

Below are just some of the security measures provided by Skyward's secure cloud hosting service:

- SSAE 18 Type II SOC 2 audits completed annually
- Team members CISSP certified
- Certified internal security auditor on the team
- Modern controls in place to ensure physical access to the data centers is tightly restricted. Physical restrictions include:
  - » Access to the data center is controlled with dual-factor biometric credentials.
  - » All entrances to the data centers are either alarmed or monitored.
  - » All entrances to data centers are through "man-traps."
  - » Only authorized employees have access credentials for access to the data centers.
  - » All door access is logged.
  - » Cameras record activity in the data center and the interior and exterior of the facility 24/7.

### MULTI-FACTOR AUTHENTICATION

Skyward enhances the security of all its apps and software through the use of multi-factor identity verification. Not only do employees need a password to access our databases, they also need proof of identity through another authentication source such as Office 365 or Google.



**For more information on Skyward security best practices, please visit:**
https://www.skyward.com/blogs/skyward-insider/2024/september/skyward-security-best-practices

## DATA COMPLIANCE

Skyward complies with the data security regulations of both the Federal Education Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA).

Data classification features in Skyward:

- **Data is always encrypted with SSL strong encryption during twransport.** This prevents eavesdroppers from reading private data using man-in-the-middle attacks.
- **Direct database access is restricted and only allowed through a VPN connection to ISCorp's cloud hosting data center.** VPN connections are restricted to authorized district SysAdmin personnel. Direct database connections require authorization and are restricted to district SysAdmin personnel. A typical user account in Skyward does not have direct access permissions within the database.
- **Application features are restricted by security.** Each user in the system is assigned permissions either by role-based security groups or user-based security permissions assigned to individual users. Security permissions define the user's ability to see application menus, which functions they can use, and what data they may view or modify.

Application auditing features in Skyward:

- At a minimum, access to Skyward requires users to provide an authorized user and password. Authorization can be configured to use local accounts, Secure LDAP, or SSO using SAML identity providers.
- Audit logs of user activity include date/time, IP address, and what has been changed. Audit logs are stored with the customer's database and cannot be modified using the user interface.
- ISCorp's secure cloud systems have strict access control on system and server logs.

## CERTIFIED SKYWARD STAFF

Our information security team is dedicated to continual learning of best practices. From partaking in ongoing professional development to earning certifications, Skyward staff ensure they are familiar with the latest cybersecurity threats and risks.

Certifications include:

- **Certified Information Systems Security Professional**
  The world's premier cybersecurity certification
- **Comp TIA PenTest+**
  Assesses the most up-to-date penetration testing, and vulnerability assessment and management skills necessary to determine the resiliency of network against attacks

## SECURITY AWARENESS TRAINING PROGRAM

Information Security implemented a security awareness training program to increase all employees' understanding of their responsibilities in protecting the confidentiality, integrity, and availability of Skyward's and our customers' valuable data.

- **Employee Security Awareness Training**
  - » All employees must complete new hire security awareness training within four weeks of their date of hire.
  - » A monthly security awareness refresher training must be completed within 21 days of being assigned.
- **Employee Phishing tests**
  - » A monthly phishing test email is sent to all employees.
  - » Employees that fail 25% or more of their phishing email tests over four months will be enrolled in additional 1:1 remedial training with Information Security. Employees enrolled in remedial training will also receive an additional monthly phishing email test until they improve their failure rate to below 25%.
- **Role-Based Security Awareness Training**
  - » Role-based OWASP Top 10 security awareness training is required for developers whose responsibilities require increased security awareness. Role-based training must be completed by new hires or refreshed periodically, as required by the Information Security team.

# 7. Pricing

# Cost Proposal Overview

Skyward is proposing our Qmlativ School Business Management Suite in response to Edina Public School District's RFP for an Enterprise Resource Planning System (ERP). Skyward's cost proposal is based on a traditional pricing model that offers the best value to Edina Public School District 273 over the long term.

## Annual Fee Information

The following services and benefits are included in your subscription fee:

Annual Support License

- Unlimited support requests for designated support contacts
- Live chat support
- Periodic product webinars
- Quarterly customer newsletter

Annual Software License

- Product updates throughout the year
- State and Federal required reports

## A Personalized Solution

At Skyward, we pride ourselves in our ability to develop personalized solutions for each of our clients. In addition to our core technologies, we have also proposed several advanced features based on the requirements laid out in your RFP, including:

- eSign – Electronic Signature
- Applicant Tracking
- Asset
- Benefit Management
- Developer API (unlimited) – ERP
- Time Tracking

Your initial investment will by no means limit your ability to add even more advanced technology as you become comfortable and familiar with the system.

## Database Options

We recommend Edina Public School District 273 utilize the Gold SCC package. The varying service levels offered by Skyward and ISCorp are detailed in the ISCorp Overview document, following the Skyward Cost Proposal.

**Edina Public School District 273**
Skyward Software Proposal
Proposal # 25-0846di
July 6, 2026

## Qmlativ

Edina, MN

*The following pricing for software and services is provided specifically for you. If you would like information on a product or service not included below, please contact your Account Executive.*

**Secure Cloud Computing Installation**

## School Management System Investment Summary

| | Initial Investment | Services | Full 12-Month Recurring Fees | Total |
|---|---|---|---|---|
| School Business Suite | | | | |
| Estimated Installation: Beginning of Fiscal Year | $ 194,412.00 | $ 128,152.00 | $ 67,010.00 | $ 389,574.00 |
| System Wide Services and Software | - | 39,600.00 | - | 39,600.00 |
| ***Total School Management System*** | ***$ 194,412.00*** | ***$ 167,752.00*** | ***$ 67,010.00*** | ***$ 429,174.00*** |

| | |
|---|---|
| ***School Management System Investment - Including the Full 12-Month Recurring Fees **** | ***$ 429,174.00*** |
| *School Management System Investment - No Proration* | *$ 194,412.00 $ 167,752.00 $ 67,010.00 $ 429,174.00* |

***See Terms and Conditions for revised payment terms.*** ***260846dtc***

* ***This Investment Summary reflects the recurring fees for a full 12-Month period.***
***The actual billing will be reflective of the actual installation date.***
***The customer recognizes and acknowledges that in subsequent years the total Full 12-Month Recurring Fee will be billed.***

## Investment Estimate

| | | |
|---|---|---|
| Year 1 | Estimated Installation Date through June 30, 2027 * | $ 181,082.00 |
| Year 2 | July 1, 2027 through June 30, 2028 | 248,092.00 |
| Year 3 | July 1, 2028 through June 30, 2029 | 67,010.00 |
| Year 4 | July 1, 2029 through June 30, 2030 | 67,010.00 |
| Year 5 | July 1, 2030 through June 30, 2031 | 69,556.00 |
| Year 6 | July 1, 2031 through June 30, 2032 | 72,199.00 |
| ***Total Investment Estimate*** | | ***$ 704,949.00*** |

***The annual increase for the Skyward software license fees for Years 1 through 4 will be locked at 0%.*** ***CONC-9***
***In Years 5 and 6, the annual increase will be locked at 3.8% and will be applied to all Skyward software license fees.***
***The standard annual increase will be applied to all Skyward software license fees in year 7 and beyond.***

* ***The estimated installation date is not a guaranteed installation date.***
***It is an estimate used by your Account Executive to more closely project the actual costs of the products shown on this proposal.***
***The actual installation date will be determined by Project Management once the sale is complete.***

## Investment Estimate - Hosting Fees

| | | |
|---|---|---|
| Year 1 | Estimated Installation Date through June 30, 2027 * | $ 17,000.00 |
| Year 2 | July 1, 2027 through June 30, 2028 | 17,000.00 |
| Year 3 | July 1, 2028 through June 30, 2029 | 17,000.00 |
| Year 4 | July 1, 2029 through June 30, 2030 | 17,000.00 |
| Year 5 | July 1, 2030 through June 30, 2031 | 17,646.00 |
| Year 6 | July 1, 2031 through June 30, 2032 | 18,317.00 |
| ***Total Investment Estimate - Hosting Fees**** | | ***$ 103,963.00*** |

** ***The Investment Estimate - Hosting Fees section is displayed for district budgeting purposes only.***
***The SCC hosting fees for Years 1 though 4 will be locked at 0%.***
***In Years 5 and 6, the annual increase will be locked at 3.8% and will be applied to the SCC hosting fees.***

***All SCC hosting fees will be invoiced by and paid directly to ISCorp.***

**Edina Public School District 273**
Skyward Software Proposal
Proposal # 25-0846di
July 6, 2026

## Pricing Detail

### School Business Suite

| | School Business Suite Software | | Initial Investment | Services | Full 12-Month Recurring Fees | Total |
|---|---|---|---|---|---|---|
| | **Core Package** | | $ 141,780.00 | $ - | $ 46,079.00 | $ 187,859.00 |
| | *Finance* | | | | | |
| | *Employee Access* | | | | | |
| | *Import Deduction/Benefit Third Party Data* | | | | | |
| | *Payroll* | | | | | |
| | *Position Management* | | | | | |
| [1] | *Professional Development Center (School Business Suite)* | | | | | |
| | *Staff Planning* | | | | | |
| | *Substitute Tracking* | | | | | |
| | *Time Off* | | | | | |
| | **Additional Functionality** | | | | | |
| | eSign - Electronic Signature | 1 block | - | 250.00 | - | 250.00 |
| | Applicant Tracking | | 16,116.00 | - | 5,238.00 | 21,354.00 |
| | Asset | | 10,200.00 | - | 3,315.00 | 13,515.00 |
| | Benefit Management | | 10,200.00 | - | 3,315.00 | 13,515.00 |
| [2] | Developer API (unlimited) - ERP | | - | - | 3,825.00 | 3,825.00 |
| | Time Tracking | | 16,116.00 | - | 5,238.00 | 21,354.00 |
| | **School Business Suite Setup / Training** | | | | | |
| | On-Site Days (9) | | - | 18,000.00 | - | 18,000.00 |
| | Web Hours (262) | | - | 55,020.00 | - | 55,020.00 |
| [3,4,5] | **School Business Suite Data Migrations** | | | | | |
| | *Converting Vendor: PowerSchool eFinance* | | | | | |
| [6] | **Qmlativ Business Data Migration Bundle** | | $ - | $ 23,382.00 | $ - | $ 23,382.00 |
| | *Finance - Standard* | | | | | |
| | *Payroll - Standard* | | | | | |
| | *1099M* | | | | | |
| | *State Reporting* | | | | | |
| | *Payroll Check - Current Activity* | | | | | |
| | *Account - Current Activity (Level 1)* | | | | | |
| [7] | Account - Current Activity (Level 2) | | - | 5,000.00 | - | 5,000.00 |
| [8] | Asset | | - | 10,000.00 | - | 10,000.00 |
| [8] | Check Reconciliation | | - | 4,500.00 | - | 4,500.00 |
| [8] | Open Purchase Orders | | - | 6,000.00 | - | 6,000.00 |
| [8] | Time Off | | - | 6,000.00 | - | 6,000.00 |
| | ***Subtotal School Business Suite*** | | ***$ 194,412.00*** | ***$ 128,152.00*** | ***$ 67,010.00*** | ***$ 389,574.00*** |
| [9] | ***Total School Business Suite Solution*** | | | | | ***$ 389,574.00*** |

***Pricing detail continued on following page***

## Pricing Detail, continued from previous page

### System Wide Services and Software

| | Services | Initial Investment | Services | Full 12-Month Recurring Fees | Total |
|---|---|---|---|---|---|
| [10] | Secure Cloud Computing Setup Assistance | $ - | $ 840.00 | $ - | $ 840.00 |
| | **SmartStart Implementation Service** | | | | |
| | **Consultative Services - Business** | | | | |
| | Consulting On-Site Days (3) | - | 6,000.00 | - | 6,000.00 |
| | Consulting Web Hours (94) | - | 19,740.00 | - | 19,740.00 |
| | Project Management | - | 14,280.00 | - | 13,020.00 |
| [11] | ***Project Management Discount*** | *-* | *(1,260.00)* | *-* | *-* |
| | ***Subtotal System Wide Services and Software*** | ***$ -*** | ***$ 39,600.00*** | ***$ -*** | ***$ 39,600.00*** |

| | |
|---|---|
| ***Total System Wide Services and Software*** | ***$ 39,600.00*** |

### Secure Cloud Computing Services

**Secure Cloud Computing Services (SCC Services)** provides an option to remotely operate your Skyward application through a secure cloud provider. Our cloud provider operates servers within its own facilities, located in the US, allowing you secure access to all applications through a browser via the Internet. The SCC Services are fully responsible for all aspects involved in database disaster recovery, loading releases and updates, operating and maintaining host servers, software, and databases.

| **School Business Suite** | **8,500 Students** | **Annual Total** |
|---|---|---|
| Gold Package | | $ 17,000.00 * |

** This is a 72 month contract.*

***The SCC hosting fees are not included in the Skyward total above. All SCC hosting fees will be invoiced by and paid directly to ISCorp.***

*Additional discounts may apply if your district is hosting both the School Business Suite and Student Management Suite at ISCorp. If you are interested in learning more about the SCC Services package options, please contact ISCorp, Jeff Zillner - VP Operations, 262.240.7777 or jzillner@iscorp.com.*

## Implementation and Training

**Implementation Schedule**
Skyward will establish a mutually agreed upon implementation schedule. Failure by the customer to adhere to the implementation schedule may result in delays and additional costs. The customer may be required to repurchase items if the delay causes Skyward to replicate completed items. Skyward and the customer will subsequently agree on a revised implementation schedule.

**Project Management**
This is going to be a significant project, and you need a professional to manage it. Skyward's project management team will facilitate the flow of information to make your implementation a success. We are heavily versed in project management best practices and apply these in conjunction with our unique industry expertise for a smooth transition.

**Training**
Unlike many of the one-size-fits-all training programs prevalent in our industry, Skyward delivers web and onsite sessions tailored to your best practices. We layer an initial level of consulting with your leadership team to define short- and long-term goals. We understand the comfort level of your staff is a strong indicator of long-term success, which is why these trainings are supplemented with our self-paced Professional Development Center. Skyward's training model will provide a robust plan designed to fully train your staff without the need for purchasing additional hours. By utilizing Skyward's proven methods, you are setting your team up for a successful implementation.

**Customer Success After-Hours Support**
Customer Success after-hours support is billed at $210 per hour. This fee applies to all calls that are received outside of normal business hours.

## Pricing Footnotes

*See Terms and Conditions for revised payment terms.* *260846dtc*

[1] *Skyward's Professional Development Center (PDC) is included on this proposal. The PDC is a self-paced learning center to assist in training all staff. It includes online tutorials, simulations, and testing options. Your entire staff will have unlimited access to Skyward's on-line library and training materials for select modules.*

[2] *This proposal includes the capability to create API integrations with Qmlativ - consuming some APIs may require additional licensing. Register on the Skyward Partner Portal to gain access to documentation and reference guides. Questions regarding this API license and assistance with your integration will be directed to the Skyward Professional Services team via the Partner Portal.*

*Developer API (unlimited) includes all current and future APIs developed by Skyward.*

[3] *The customer is solely responsible for having access to and obtaining all required data from their existing software system. The customer assumes responsibility for utilizing their internal resources (IT, Legal teams, etc.) to obtain said data in order to complete the purchased Data Migrations. Failure to obtain the required data will result in a change order form and require the customer to manually enter the data into Skyward.*

*A full database backup is recommended. Normally a full backup will provide Skyward with all the information needed to decipher what each field represents in the data. At a minimum the district is required to provide ASCII Delimited files with data mapping that identifies what data is contained in each file and what each column of data represents. Pricing is based on all data coming from the same system. If data is held in multiple systems additional charges may occur.*

*The customer is also responsible for completing required verification documents provided by Skyward for each migration. The verification involves specific scenarios to assist Programming and Quality Assurance to support the accuracy of the migrations.*

*You will need to retrieve this data and provide verification multiple times during the data migration process. It Is important you have this process solidified in order to accomplish these data retrievals and verification postings. A delay in delivery of the data will delay the migration and negatively affect the quality of the migration. This also has negative effects on the training of Skyward with your new users.*

*Skyward does not offer field mapping for migrations.*

[4] *This proposal includes data migrations outside of the Qmlativ Business Data Migration Bundle. Skyward staff will determine the timeline for delivery.*

[5] *Account Balancing Clarification*
*Skyward software requires that an account's ending balance for the quarter or year be equal to the opening balance for the next quarter or year. This is an accepted accounting principal and if your data does not meet that requirement Skyward will attempt to determine the discrepancy and if the discrepancy cannot be determined in a timely manner, Skyward will make an offsetting entry to fulfill the requirement. Skyward will clearly identify which account was adjusted and how the adjustment was accomplished. The customer may conduct further research and make a journal entry to eliminate the offsetting entry if desired.*

[6] *This proposal includes the Skyward Data Migration Bundle. This data migration package is sold as a bundle. These migrations are nontransferable and nonrefundable.*

[7] *District must be able to provide data and verification which supports a Level 2 migration. Those requirements are outlined in the Account Activity Migrations - Criteria & Differences Level 1 vs. Level 2 document. If the proper data and/or verification cannot be provided the district will receive a Level 1 migration.*

[8] *The customer must have 200+ records in order for Skyward to complete this data migration. If fewer than 200 records exist, hand entry will be required.*

[9] *Any applicable third-party product licenses may be subject to an annual increase.*

*Skyward requires an SSL (Secure Socket Layer) certificate to run any web-based applications.*
*Skyward's IT Services can provide you more information including cost and installation of an SSL certificate.*

[10] ***Secure Cloud Computing (SCC) Setup Assistance***
*Installation/Setup Services*
*Assistance with 3rd Party Integration Setup*

[11] *This proposal includes a Project Management discount. This discount applies when purchasing a core product.*
*Future sub module purchases will include standard Project Management fees.*

## Training Footnotes

*Skyward consultation and training is sold as a number of days and web hours identified on the proposal. The number of days and hours sold is an estimate of customer needs based on a combination of preliminary information gathered from the customer prior to the sale and Skyward's past training experience. It will be at the discretion of the Skyward and Customer Project Managers to use the days and web hours in a manner that best suits the customer. Any time spent by Skyward consultants for preparation, follow up, and the creation of training materials or other deliverables is also considered billable and will be deducted from this consulting time at the consulting rate. The customer can purchase additional consulting hours if more consulting time is needed.*

***Skyward On-Site Training Policy.*** *A maximum of 10 people may attend each on-site day unless otherwise noted in this proposal. Should more people attend the training over the numbers stated, the customer will be charged an additional $210 for each person. One day of training consists of 6 hours on-site. On-site days need to be scheduled 3 days in succession.*

***Web training*** *allows Skyward to remotely present, discuss, and review our product directly with you. This application utilizes the Internet and is conducted live between your staff (at their own workstation) and a Skyward service representative without the need for them to travel to your location, providing you with a lower cost of training and/or implementation along with greater flexibility of your installation timeline.*

***Cancellation of Training.*** *Any scheduled training days may be cancelled by the customer up to 72 hours in advance for Web Enabled training and a minimum of 30 days in advance for On-Site training. If the scheduled training is cancelled by the customer after the minimum advanced notice to Skyward, then the customer will be responsible for the full amount of the scheduled training and any airline change fees (if applicable).*

***Finance setup day*** *included for verification of previously installed conversion data in preparation for live processing. This includes but is not limited to security setup, default parameter settings in the software, verification of printing capabilities, verification of conversion totals on financial reports (balance sheet, revenue and expense, payroll history totals, etc.), verification of code table setup, and random verification of data records in each module converted. Skyward will assist the customer in working through these items so that the customer can verify the accuracy of information before processing begins.*

## Custom Forms (Checks, W-2's, etc.) and Peripherals

**Nelco** is the exclusively recommended supplier of preprinted, blank laser, pressure seal (blank and preprinted) checks and MICR toner cartridges. To request free samples or to place your order, visit www.skywardforms.com or contact Nelco's customer service center at 1-800-266-4669.

**School Technology Associates, Inc.** has been a mutually exclusive partner with Skyward since 1992 and offers a complete line of hardware, software, service, and support for peripheral equipment needed to run Skyward's Student, Food Service, and TrueTime/Time Tracking software. Popular products include Tardy Kiosk, Positive Attendance, ID Badging, Time Clocks, and more! All items have been completely tested by Skyward and are in use by Skyward customers nationwide. If the district opts to use an optional third-party solution, please contact School Technology for approved hardware and system quotes. These integrated solutions are sold independently of Skyward.

For more information or to request a quote please visit our website at www.k12sta.com.
You can also contact us via email: sales@k12sta.com or phone: 877-436-4657

## Secure Cloud Computing Readiness Review

As you consider Skyward's SCC Services, we can provide you with an initial readiness review to ensure your internet connection provides adequate bandwidth. Please contact your ISP (Internet Service Provider) on obtaining a usage report of your internet connection and provide the following information to your Skyward Account Executive for further analysis.

- ISP (Internet Service Provider) Name
- Type and Total bandwidth contracted with your ISP
- Available/free bandwidth during school hours (typically available through a bandwidth utilization report; preferably during the past 30 days with students present)

## Recurring Fee Information

Your Recurring Fees Include:

- Unlimited software support requests for designated support contacts
- Periodic product webinars
- State and Federal required reports
- Quarterly customer newsletter
- Product updates throughout the year

## Terms and Conditions

- See attached Terms and Conditions page for further information.
  The Terms and Conditions page must be executed by an authorized representative.
- The License Agreement will be sent to you for execution.
  The License Agreement page must be executed by both Skyward and an authorized representative to be valid.

## TERMS AND CONDITIONS

All proposals are valid for 30 days from date of proposal.

**Payment Terms:** 260846dtc

1. **Skyward Initial Investment Fee (if applicable)**
   If Core Sale: 100% payment billed upon installation of software onto Customer's system or access to Skyward data through hosting services, 50% due upon installation, 50% due 7/1/2027.
   If Non-Core Sale: 100% payment billed upon execution of Terms and Conditions or acceptance of proposal, 50% due upon installation, 50% due 7/1/2027.
2. **Professional Services**
   a. **Installation and Training Services**
   If Core Sale: Billed for all training and installation services upon installation of any Skyward programs onto Customer's system, 50% due upon installation, 50% due 7/1/2027.
   If Non-Core Sale: 100% billed upon execution of Terms and Conditions or acceptance of proposal, 50% due upon installation, 50% due 7/1/2027.
   Installation and Training Services hours must be used within 12 months of installation. Unused hours will be forfeited and are not refundable.
   All training days described in the proposal may be utilized by Customer for a period of up to twelve (12) months following the implementation of each software module to which the training pertains. Any training days that are not utilized by Customer within the time provided will expire and are non-refundable.
   b. **Project Management / Consultative Services**
   Billed upon execution of Software License Agreement, Terms and Conditions or acceptance of proposal, 50% due upon installation, 50% due 7/1/2027.
   All Project Management / Consultative Services days described in the proposal may be utilized by Customer for a period of up to twelve (12) months following the implementation of each software module to which these days pertain. Any Project Management / Consultative Services days that are not utilized by Customer within the time provided will expire and are non-refundable.
   c. **Data Migration Fees**
   If Core Sale: Billed for all data migration services upon installation of any Skyward programs onto Customer's system, 50% due upon installation, 50% due 7/1/2027.
   If Non-Core Sale: 100% billed upon execution of Terms and Conditions or acceptance of proposal, 50% due upon installation, 50% due 7/1/2027.
   Data used for the data migration must come from one system.
   d. **Custom Programming / Programming Condition(s) of Sale**
   Billed upon completion.
3. **Skyward Full 12-Month Recurring Fees**
   If Core Sale: Skyward 12-Month Recurring Fees will begin on 7/1/2027 through June 30th or August 31st as designated within the signature section.
   If Non-Core Sale: Skyward 12-Month Recurring Fees will begin on 7/1/2027 through June 30th or August 31st as designated within the signature section.
   Subsequent years of Skyward 12-Month Recurring Fees will be billed on a fiscal year basis and due on the 1st day of the fiscal year.
4. **Third Party Software, Hardware and Related Services**
   Payment due upon delivery of product and / or services.
5. **Third Party 12-Month Recurring Fees**
   Third Party 12-Month Recurring Fees will be billed upon start of fees as indicated by the third party vendor. For the initial year, the fees will be prorated through the end of the Customer's current fiscal year if permission has been granted by said vendor. Subsequent years will renew under the same terms.
6. **Scheduling of Installation**
   Installation of software must occur within 12 months of purchase. Purchases made subsequent to this sale will be quoted at the then-current price.
7. **Taxes**
   If any authority imposes a duty, tax, levy or fee, excluding those based on Skyward's net income, upon the Skyward products, materials, or Skyward services, then Customer agrees to pay the amount specified and Customer is solely responsible for any personal property taxes for the Skyward products from the date they were acquired.

**Customer agrees to the terms and conditions listed above and set forth in the proposal.**

First Day of Fiscal Year: _____

Customer Signature | Printed Name | Date

ev 06/13/2017

## ISCorp Company Profile

Integrated Systems Corporation (dba ISCorp) is a global provider of custom design, application delivery services. Born out of the rigorous requirements of the financial services industry in 1987, today the ISCorp platform services millions of end users globally across multiple industries. With a focus on the end user experience, ISCorp and Skyward have built a relationship to jointly deliver Skyward via the ISCorp cloud.

## ISCorp Base Application Delivery Services

The ISCorp cloud option is a **turn-key, high-touch** offering where our SLA ultimately extends all the way up the stack to the end user experience, not just the compute. All base services listed below are included regardless of service tier.

| SERVICE | DESCRIPTION |
|---|---|
| **Managed Compute Infrastructure** | Provisioning, implementation, configuration, and on-going management of the required hardware, virtual infrastructure, and storage environment. |
| **Managed OS** | Provision and manage (apply patches and updates to) the Operating Systems and any other required infrastructure related Software. |
| **Managed Network** | Provision and manage the required network infrastructure. Managed firewalls, multiple internet connections, performance support, client VPN implementations. Full end user connectivity is included. |
| **Managed Security** | 24/7 ISCorp Security Operations Team. Provide and maintain ISO-based security layers (Network Intrusion Detection, External vulnerability scans with CISSP review (CISSPs on staff), Managed Host Intrusion Detection, DDOS and Ransomware protection, System hardening). The effectiveness of the controls in operation is audited annually as part of ISCorp's SSAE18 SOC2 audit. |
| **Managed Application Platform Compliance** | Managed SSAE18 SOC 2 Type II standards around the full application stack. Audited annually with the ISCorp client audit services response team. |
| **Managed Systems Monitoring** | On-going Systems Monitoring and Alerting (Security Information and Event Management, System Log Collection/Monitoring, Assigned Support Team). |

### SILVER

Designed to perform at the highest industry standard for school districts with up to **3,000 students**

- 99.7% Uptime Guarantee
- RTO 72 Hrs | RPO 72 Hrs
- 7 AM – 7 PM (central time) Support
- Hourly, monthly, yearly backup retention
- Non-production database for 3 months post go-live

### GOLD

Designed to perform at the highest industry standard for school districts with **3,000 – 8,000 students**

- Silver services +
- 99.8% Uptime Guarantee
- RTO 48 Hrs | RPO 24 Hrs
- 24x7 Live US based support
- Non-production database
- - (4 refreshes/year)

### PLATINUM

Designed to perform at the highest industry standard for school districts with **8,000+ students**

- Silver & Gold services +
- 99.9% Uptime Guarantee
- RTO 24 Hrs | RPO 12 Hrs
- Flexible upgrades and updates windows
- Dedicated Disaster Recovery services
- +Developer database

Tier eligibility based on student, districts requesting a lower tier must receive approval from ISCorp.
The security, integrity, and availability of customer data is ISCorp's highest priority. All application delivery quotes canbe generated by your Skyward Account Manager.

# SKYWARD® SOFTWARE LICENSE AGREEMENT

This Skyward® Software License Agreement (this "Agreement") is made and entered into by and between **Skyward, Inc.**, a Wisconsin corporation with offices at 2601 Skyward Drive, Stevens Point WI 54482 ("Skyward") and , with offices at ("Licensee"). Skyward and Licensee may be collectively referred to herein as the "parties" or individually as a "party."

## RECITALS

A. Skyward has developed certain proprietary computer software, as updated and revised from time to time (the "Skyward Software"). The Skyward Software, together with any additional products provided by Skyward in association therewith, shall be collectively referred to as the "Skyward Products."

B. Skyward (or its authorized service provider) further provides professional services in association with the Skyward Products consisting of: installation and implementation services, training services, support and maintenance services, application hosting services, data conversion services, network and data management services; and other professional services agreed to by the parties (the "Skyward Services").

C. Skyward and Licensee desire to enter into this Agreement to establish the terms and conditions under which Skyward will license certain Skyward Products to Licensee and provide certain Skyward Services to Licensee in association therewith.

## TERMS AND CONDITIONS

### 1.0 Limited License.

**1.1 Grant of Limited License.** Subject to the terms and conditions of this Agreement, Skyward hereby grants to Licensee a nonexclusive, non-transferable, non-sublicensable, non-perpetual limited right and license to the Skyward Products identified in the proposal signed by Skyward and Licensee, including any addenda thereto, attached hereto and incorporated herein by reference (the "Proposal"), together with all related instruction manuals and other materials associated therewith (the "Materials"). Licensee may only use the Skyward Products (i) in object code form on one or more processing units owned or leased by Licensee and located at Licensee's premises, or otherwise embedded in equipment provided by Skyward; or (ii) through Skyward's authorized third party host pursuant to a Hosting Services Agreement executed by Licensee simultaneous with this Agreement, or subsequently entered into by Skyward and Licensee. Licensee may use the Skyward Products and Materials solely for its own internal operational purposes and shall comply with the use restrictions contained herein. Any additional software, modules or other products purchased by Licensee from Skyward during the term of this Agreement shall be deemed Skyward Products and shall be subject to the terms and conditions of this Agreement unless otherwise agreed to by the parties in writing.

**1.2 Use Restrictions.** By accepting the rights granted by Skyward hereunder, Licensee agrees that it will not, without the prior express written consent of Skyward: (a) sell, license, sublicense, distribute, lease or otherwise transfer or allow the transfer of the Skyward Products or Materials, or any permitted backup copy, to third parties; (b) use the Skyward Products or Materials in any manner inconsistent with the rights granted above; (c) modify or create derivative works of the Skyward Products or Materials; (d) permit the Skyward Products to be downloaded, embedded, or otherwise transferred to a third party processor, host, or any other server or equipment not under the exclusive control of Licensee or Skyward; or (e) attempt to decompile, disassemble or reverse engineer the Skyward Products, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the Skyward Products, or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Skyward Products.

**1.3 Third Party Products and Services.** Any information or proposals for third party products or services provided by Skyward to Licensee are for informational purposes only and it is the sole responsibility of Licensee to independently verify any terms, conditions, fees and expenses associated with any such third party products or services. Licensee further acknowledges that any such information or proposals provided by Skyward were based on information provided by Licensee and that Skyward did not perform an independent technology analysis, unless requested by Licensee to do so. In the event Skyward provides any third party products or services to Licensee under the terms of this Agreement, Licensee agrees that it will be bound by and will comply with the terms and conditions of any end user license agreement or other restrictions of use required by such third parties in association with the use of their products or services.

### 2.0 Fees and Payment.

**2.1 Fees.** Licensee shall pay the fees for the Skyward Products and Skyward Services identified in the Proposal (the "Initial Fees"). In addition, Licensee shall pay the annual license fees, yearly subscription fees, hosting fees, and other recurring fees identified in the Proposal (the "Annual Fees"). In addition, Licensee shall pay all other amounts due in association with the Skyward Products and Skyward Services during the term of this Agreement.

**2.2 Payment.** Licensee shall make payment of the Initial Fees when due as provided in the Proposal. Licensee shall make payment of the Annual Fees and any other amounts due within thirty (30) from the date of invoice. Interest on all past due amounts will be charged at the maximum rate permitted by law.


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**2.3 Taxes.** If any authority imposes a duty, tax, levy or fee, excluding those based on Skyward's net income, upon the Skyward Products, Materials, or Skyward Services, then Licensee agrees to pay the amount specified and Licensee is solely responsible for any personal property taxes for the Skyward Products from the date they were acquired.

**3.0 Ownership and Protection of Intellectual Property.**

**3.1 Reservation of Title.** Licensee acknowledges and agrees that the Skyward Products, including but not limited to, the specific design and structure of individual programs, input formats, object code and source code, algorithms, frameworks, and the Materials, all constitute trade secrets, confidential and proprietary information, and copyrighted material of Skyward. Licensee further acknowledges and agrees that this Agreement does not affect any transfer of title in the Skyward Products or Materials and that the Skyward Products and Materials shall remain the sole and exclusive property of Skyward or Skyward's licensor.

**3.2 Licensee's Responsibilities.** Licensee shall implement reasonable security measures to protect such trade secrets, confidential and proprietary information, and copyrighted material. Licensee shall devote its best efforts to ensure that all Licensee's personnel protect the Skyward Products and Materials as confidential and proprietary information and the trade secrets of Skyward to any other person, firm, organization, or employee that does not need (consistent with Licensee's right of use hereunder) to obtain access to the Skyward Products and Materials. The duties and obligations of Licensee hereunder shall remain in full force and effect for so long as Licensee continues to control, possess, or use the Skyward Products and Materials. Licensee shall promptly notify Skyward and return the Skyward Products and Materials, and any permitted back-up copies thereof upon the termination of this Agreement or the limited license granted herein for any reason, or the abandonment or other termination of Licensee's control, possession or use of the Skyward Products and Materials.

**3.3 Reproductions, Filming and Back-Up Copies.**

**3.3.1 Reproduction of Materials.** Licensee may reproduce the Materials for authorized use by personnel of Licensee as required to operate the Skyward Products, provided that Licensee includes in those reproductions all Skyward notices of ownership and proprietary rights thereto. Said reproductions of the Materials shall be subject to the same restrictions on use and disclosure as the original provided by Skyward hereunder.

**3.3.2 Filming.** Licensee may film or record one or more training or support sessions performed by Skyward personnel, with the prior written consent of Skyward. In the event Skyward grants such written consent, Licensee agrees that Licensee, its members, officers, and employees will treat such recordings as confidential and proprietary information of Skyward and that Licensee will comply with the requirements of Section 3.2 above with respect to any such recordings. In the event of any discrepancy between statements made by Skyward personnel and the Materials, the Materials shall control in all respects.

**3.3.3 Back-Up Copies.** Licensee may make copies of the Skyward Products and Materials for back-up use only. Such back-up copies are for use by the Licensee only and the sole purpose and intent of such back-up copies are to allow the Licensee to have a back-up of the Skyward Products and Materials licensed to Licensee by Skyward. All copies made for back-up purposes in accordance with this Section must be labeled as such and must contain all Skyward notices of ownership and proprietary rights thereto.

**3.4 Audit Rights.** During the term of this Agreement and for a period of two (2) years following the termination or expiration of this Agreement, upon written notice to Licensee, Skyward may audit Licensee's database and/or computing devices to determine Licensee's compliance with this Agreement and payment of all applicable license fees due Skyward, if any, for the Skyward Products. If such audit reveals that Licensee knowingly underpaid the license fees due Skyward under the terms of this Agreement, then Licensee shall promptly pay to Skyward any such unpaid amounts.

**4.0 Indemnification and Source Code Escrow.**

**4.1 Ownership.** Skyward warrants and represents that it has full right, power and authority to license the Skyward Products and Materials to Licensee subject to the terms and conditions of this Agreement. Skyward shall indemnify and hold Licensee harmless from any and all claims, liabilities, or actions brought by any third party against Licensee for infringement of Licensee's right to use the Skyward Products and Materials in accordance with the terms of this Agreement.

**4.2 Infringement Claim.** Notwithstanding the express limitation of liability contained in Section 5.2 below, at Skyward sole expense, Skyward shall defend and hold harmless Licensee from and against any and all claims, actions, and liabilities brought by any third party alleging that the Skyward Products and/or Materials infringe upon a trade secret, or a registered patent or copyright in the United States and Skyward shall pay all costs and damages arising out of any such claim. To qualify for such defense and payment, Licensee must give Skyward prompt written notice of such claim and allow Skyward to control or institute all defenses to a such claim, including settlement of all such claims, in litigation or otherwise, provided no such settlement adversely affects Licensee's ability to exercise the rights granted in this Agreement, unless Licensee consents thereto.

**4.3 Remedy.** Licensee agrees that if the Skyward Products and/or Materials become, or in the opinion of Skyward is likely to become, the subject of a trade secret, patent, or copyright infringement claim, Licensee shall permit Skyward at Skyward's option and expense, to: (a) promptly procure for Licensee the right to continue to use the Skyward Products and/or Materials; or (b) replace

the Skyward Products and/or Materials with an alternative that functions substantially the same as the product which becomes or is likely to become the subject of such a claim; or (c) modify the Skyward Products and/or Materials in a manner which causes it to function substantially the same as it had prior to modification.

**4.4 Source Code Escrow.** If requested by Licensee, Skyward will add Licensee as a beneficiary of Skyward's escrow services agreement with Iron Mountain Intellectual Property Management, Inc., at Licensee's sole expense. The beneficiary enrollment form for Licensee will contain the following release conditions: (a) if Skyward discontinues support for the then current version of the Skyward Products; (b) if Skyward executes an assignment for the benefit of creditors or becomes subject to bankruptcy or receivership proceedings; or (c) upon the occurrence of any other release condition specified in the escrow agreement between Skyward and Iron Mountain Intellectual Property Management, Inc. In the event the source code is released to Licensee, such source code shall continue to be subject to the terms, conditions, and restrictions contained in this Agreement and Licensee's rights to use such source code shall be the same as Licensee's rights to use the Skyward Products under the terms of this Agreement.

**5.0 Limited Warranty and Limitation of Liability.**

**5.1 Limited Warranty.** Skyward warrants to Licensee that the Skyward Products, when used in accordance with the user documentation furnished by Skyward, will be free of defects in materials and workmanship and will perform, in all material respects, substantially in accordance with Skyward's current published specifications. Except for the foregoing, no warranties, express or implied, are provided by Skyward. This limited warranty extends only to Licensee as the original licensee. Licensee's sole and exclusive remedy and the entire liability of Skyward under this limited warranty will be, at Skyward's option, repair or replacement of the Skyward Products. In no event does Skyward warrant that the Skyward Products will be error free or that Licensee will be able to operate the Skyward Products without temporary problems or interruptions. This limited warranty does not apply if Licensee has failed to pay the Initial Fees and Annual Fees due under the terms of this Agreement or if the Skyward Product: (i) is in the form of a back-up copy created by Licensee in accordance with the terms of this Agreement, (ii) has been altered in any way, except by Skyward, (iii) has not be installed, operated, repaired, or maintained in accordance with instructions and specifications supplied by Skyward, or (iv) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

**5.2 Limitation of Liability.** The liability of Skyward to Licensee for any claim whatsoever related to this Agreement, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made under this Agreement by Licensee to Skyward with respect to the Skyward Products (excluding the cost of any hardware purchased by Skyward and transferred to Licensee) during the 365 days preceding the cause of action. IN NO EVENT WILL SKYWARD BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF SKYWARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Skyward shall not be held liable for any claims or demands brought against Licensee by any other party unless Licensee has properly notified Skyward as to such damages, claims, or demands, and Licensee has taken action to minimize such damages, claims, or demands. The Licensee further agrees that unless Licensee has purchased disaster recovery services from Skyward, Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Licensee's failure to properly save or back up all data and information inputted by Licensee.

**6.0 Term and Termination.**

**6.1 Term.** The term of this Agreement shall commence on the installation date identified in the Proposal and shall continue until terminated as provided herein.

**6.2 Termination by Licensee.**

**6.2.1 Voluntary Termination.** Licensee may terminate this Agreement by providing Skyward with not less than one hundred twenty (120) days advance written notice. Provided however, Licensee acknowledges that all Annual Fees are non-refundable and will not be prorated or refunded to Licensee in the event Licensee terminates this Agreement under this Section 6.2.1.

**6.2.2 Termination Upon Skyward Default.** Licensee may terminate this Agreement in the event Skyward fails to perform any material obligation under this Agreement and such failure continues for a period of thirty (30) days following receipt of written notice of such breach from Licensee.

**6.2.3 Termination Upon Non-Appropriation.** Skyward acknowledges that this Agreement is a commitment of Licensee's current revenues and that payment obligations of Licensee created by this Agreement are conditioned upon the availability of funds that are duly appropriated and allocated for the payment of goods and services under this Agreement. If such funds are not appropriated and allocated by Licensee's governing board, then this Agreement may be terminated by Licensee at the end of the fiscal period for which funds are appropriated and allocated. Licensee shall provide Skyward with prompt written notice of any such non-appropriation event.


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**6.3 Termination by Skyward.** The occurrence of any one or more of the following shall be deemed an "Licensee Default": (a) any attempted sale, sublicense, transfer or assignment of all or any part of the Skyward Products and/or Materials without the prior written consent of Skyward; (b) any attempt to decompile, disassemble, or otherwise reverse engineer all or any part of the Skyward Products and/or Materials, or assist another in so doing; (c) any breach of Skyward's confidential and proprietary rights, trade secrets, or copyrights in the Skyward Products and/or Materials; or (d) Licensee fails to perform any other material obligation under this Agreement, including but not limited to a failure to pay the Annual Fees or any other amounts when due under the terms of this Agreement and any Proposal and such failure continues for a period of thirty (30) days following receipt of written notice from Skyward. Upon the occurrence of a Licensee Default, Skyward shall have the right to immediately terminate this Agreement.

**6.4 Effect of Termination.** In the event of the termination of this Agreement for any reason, Skyward: (a) shall have no further obligation to provide Licensee with upgrades, patches, new releases, or any other Skyward Services with respect to the Skyward Products for which payment has not been made; and (b) may limit Licensee's access to the Skyward Products for which payment has not been made to a read only version allowing Licensee to view its data and run reports only for a period of not more than twelve (12) months thereafter.

**6.5 Injunctive Relief.** In the event of a Licensee Default described in Section 6.3(a)-(c) above, in addition to the right to terminate in Section 6.3 above, Skyward will be entitled, without proof of damages, to immediate injunctive relief (including but not limited to, a temporary restraining order, temporary injunction and permanent injunction, all without bond), restraining Licensee from any further use of the Skyward Products and Materials and requiring that all copies (including any permitted back-up copies) be immediately returned to Skyward. Notwithstanding anything contained herein to the contrary, this Section will not be construed to limit Skyward's rights to pursue any other remedy or relief available under this Agreement or otherwise available. Licensee further agrees that Skyward's pursuit of any remedy under this Agreement or otherwise available will not constitute an election of remedies by Skyward.

**7.0 Professional Services.**

**7.1 Software Support.** So long as Licensee continues to pay the Annual Fees, Skyward will provide Licensee with technical support and software maintenance with respect to the Skyward Products, subject to the terms and conditions described on Schedule A, attached hereto and incorporated herein by reference.

**7.2 Professional Services.** In the event Licensee requests implementation services, training services, data conversion services, network or data management services, or other project management and professional services from Skyward during the term of this Agreement and Skyward agrees in writing to provide such services, then the terms and conditions of Skyward's provision of such services to Licensee shall be in accordance with the terms and conditions described on Schedule B, attached hereto and incorporated herein by reference.

**7.3 Collection of Technical Data.** Licensee agrees that Skyward may collect and use technical data and related information, including but not limited to technical information about Licensee's use of the Skyward Products, that is gathered periodically to monitor the health of Licensee's database and to facilitate the provision of updates to the Skyward Products, product support, and other services to Licensee related to the Skyward Products. Skyward may use this information to operate, provide, improve and develop Skyward's products, services and technologies, and for such other purposes described in this Agreement. Provided however, Skyward agrees that such data shall not include any personally identifiable information of any of Licensee's students and/or employees and Skyward shall otherwise comply with all of the terms and conditions of this Agreement with respect to Licensee's data.

**7.4 Non-Solicitation.** The parties agree that their respective employees are a valuable asset to their respective organizations and are difficult to replace. Accordingly, beginning on the Effective Date and continuing for a period of one (1) calendar year thereafter, neither party shall solicit, whether directly or indirectly, the employment of any of the other party's employees without the prior written consent of the other party. If a party violates this Section 7.4, the parties agree that the violating party shall pay to the other party the sum of Fifty Thousand Dollars ($50,000.00) for each violation, not to exceed a total sum of One Hundred Thousand Dollars ($100,000.00) as liquidated damages. The parties further agree that precise monetary damages for a party's violation of this Section 7.4 would be difficult to ascertain and that the foregoing sum represents a fair and conservative approximation of cost of recruitment, hiring and training that would be incurred by the other party.

**8.0 Interpretation and Construction.**

**8.1 Entire Agreement.** This Agreement shall be governed by the laws of the State of Wisconsin, without regard to any conflict of laws provisions or rules of construction concerning the draftsmanship hereof. This Agreement contains the entire understanding and full and complete agreement of the parties, and supersedes and replaces any prior understandings and agreements among the parties, with respect to the subject matter hereof. This Agreement may be altered, amended or modified only in writing, signed by both of the parties hereto. Headings included in this Agreement are for convenience only and are not intended to limit or expand the rights of the parties hereto. References to Sections herein shall mean sections of the text of this Agreement, unless otherwise indicated.

**8.2 Assignment.** Neither party may, voluntarily or involuntarily, sublicense, sell, assign or otherwise transfer this Agreement without the other party's prior written consent. Any attempted assignment or delegation without Skyward's prior written consent will be null and void. Notwithstanding the foregoing, the transfer of all or substantially all of the Skyward's capital stock or assets to a third party through a sale, merger or other transaction or proceeding shall not be deemed an assignment under the terms and conditions of this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the parties and their respective successors, affiliates, legal representatives and permitted assigns

**8.3 Severability.** If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect of the intent of the parties expressed herein.

**8.4 Waiver.** No waiver of a breach of any term of this Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this Agreement. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.

**8.5 Force Majeure.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including but not limited to, acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, provided that the delayed part: (a) gives the other party prompt notice of such cause, and (b) uses commercially reasonable efforts to promptly correct such failure or delay in performance.

**8.6 Notices.** Any notice required or permitted to be given pursuant to this Agreement shall be valid only if in writing and shall be deemed to have been duly given (a) when personally delivered, (b) when transmitted by fax if confirmation of receipt is printed out on the sending fax machine, or (c) three business days after being mailed by certified mail, postage prepaid, addressed to the party receiving notice at the address listed in the opening paragraph of this Agreement, unless that party otherwise notifies the other party in accordance with this Section of a change of address.

**8.7 Survival.** The provisions contained in Sections 3, 4, 5, and 6, this Section, and any other provisions of this Agreement which by their very nature are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement and will inure to the benefit of and be binding upon the parties hereto.

**8.8 Counterparts and Signatures.** The undersigned warrant and represent that they have the legal authority to execute and deliver this Agreement on behalf of the parties hereto. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that original signatures of a party transmitted by facsimile or in portable document format (pdf) or electronic signatures affixed to this Agreement shall be as valid as an original signature of such party to this Agreement. If this document is executed by electronic signature, both parties agree that their electronic signature is legally binding and shall have the same validity and meaning as a handwritten signature and neither party will contest the validity of their respective electronic signature, or claim that it is not legally binding.

The undersigned, being duly authorized representatives of Skyward and Licensee, do hereby agree to the terms and conditions of this Agreement.

| SKYWARD, INC. | LICENSEE: |
|---|---|
| By: _____ | _____ |
| Name: Raymo | _____ |
| Title: Preside | _____ |
| Date: _____ | _____ |

**This draft contract is provided for informational purposes only.**

*Only a contract officially signed by Skyward will be valid to complete the sale.*

DRAFT


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**SCHEDULE A**
**SKYWARD® TECHNICAL SUPPORT AND SOFTWARE MAINTENANCE**
**STANDARD TERMS AND CONDITIONS**

These Skyward® Technical Support and Software Maintenance Standard Terms and Conditions shall apply to all Support Services (as defined herein) provided by Skyward to Licensee. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Skyward® Software License Agreement between the parties.

**1. Support and Maintenance.** So long as Licensee continues to pay the Annual Fees, Skyward will: (i) provide Licensee with technical support services with respect to the Skyward Products, subject to the terms and conditions described herein; and (ii) provide Licensee with all updates and new releases generally available to its licensees who have purchased the Skyward Products and have paid the Annual Fees (the "Support Services"). Licensee's use of all updates and new releases shall be subject to the terms and conditions of the Skyward® Software License Agreement between Skyward and Licensee.

**2. Service Hours.** Skyward personnel shall be normally available either via phone or via email Monday through Friday, 8:00 a.m. to 5:00 p.m., central time. Licensee's offices are closed in observance of holidays observed by Skyward.

**3. Support and IT Contacts.** Licensee shall identify certain individuals who shall be authorized to contact Skyward for technical and product questions (the "Support and IT Contacts"). Licensee understands and acknowledges that no more than the number of authorized Support and IT Contacts identified below may be in communication with Skyward at any one time. If the Skyward Products licensed by Licensee includes both the Skyward Student Suite and the Skyward Business Suite, Licensee may provide the permitted number of Support and IT Contacts for each Skyward product suite. Additional permitted contact(s) for the Food Service or Special Education modules shall apply only if those modules are included in the Skyward Products licensed by Licensee. Licensee shall provide Skyward with a written list of its Support and IT Contacts within (30) days following the execution of this Agreement. Licensee further agrees to provide Skyward written notice of any changes to Licensee's authorized contacts.

| Subscriber Student Enrollment | Permitted Number of Support Contacts | Permitted Number of IT Contacts | Additional support contact(s) for Food Service or Special Education |
|---|---|---|---|
| 0-5,000 | 3 | 1 | 1 |
| 5,001 – 10,000 | 5 | 2 | 1 |
| 10,001 – 20,000 | 7 | 2 | 2 |
| 20,001+ | 10 | 2 | 2 |

**4. Exclusions.** The Support Services to be provided by Skyward to Licensee hereunder does not include technical support or services for issues not directly related to the Skyward Products, including but not limited to the following: crystal reports, open database connections, third party software or services, hardware, local area network connectivity, and LAN device configuration outside of the initial installation.

**5. Rights of Skyward.** Skyward shall own all rights, title and interest in and to any software programs or tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or generated by Skyward in connection with performing the Support Services, including all intellectual property rights therein. Nothing contained herein will be construed so as to restrict or limit Skyward's right to perform similar services for any other party or to assign any employees or subcontractors to perform similar services for any other party, provided that Skyward complies with its confidentiality obligations hereunder. Skyward shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, modify, or distribute, including by incorporating into any product or service owned by Skyward, any suggestions, enhancement requests, recommendations or other feedback provided by Licensee and any of its employees, agents or users, relating to any product or service owned or provided by Skyward.

**6. Limited Warranty.** Skyward warrants to Licensee that the Support Services provided hereunder will be performed in a professional manner and in accordance with good usage and accepted practices as established in the community in which such Support Services are performed. If such Support Services prove to be not so performed and if Licensee notifies Skyward within thirty (30) days from the date of completion of the Support Service, Skyward will, at its sole discretion, either correct any defects and deficiencies for which it is responsible or render a full or prorated refund or credit based on the original charge for the Support Service, if any. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

**7. Limitation of Liability.** IN NO EVENT WILL SKYWARD BE LIABLE TO LICENSEE OR ANY PERSON OR ENTITY USING ANY SUPPORT SERVICE SUPPLIED UNDER THIS AGREEMENT FOR ANY LOSS OF TIME, REVENUE, PROFITS, BUSINESS INTERRUPTION, INCONVENIENCE, LOSS OR DAMAGE OF DATA, LOSS OF USE OF ANY PRODUCT OR EQUIPMENT OR PROPERTY DAMAGE CAUSED BY ANY TECHNICIAN, PRODUCT OR EQUIPMENT OR THEIR FAILURE TO WORK, OR FOR ANY OTHER INDIRECT, SPECIAL, RELIANCE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING OUT OF SUPPORT SERVICES. SKYWARD'S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE, OR EXPENSE FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE FEES ACTUALLY PAID BY LICENSEE TO SKYWARD FOR THE SUPPORT SERVICES, IF ANY.

**8. Confidentiality.** All personally identifiable information and data relating to Licensee's students and/or employees used by Licensee in conjunction with the Skyward Products shall at all times be treated as confidential by Skyward and will not be copied, used or disclosed by Skyward for any purpose. Skyward recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations and Skyward agrees to comply with said restrictions.


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**SCHEDULE B**
**SKYWARD® PROFESSIONAL SERVICES**
**STANDARD TERMS AND CONDITIONS**

These Skyward® Professional Services Standard Terms and Conditions (these "Standard Terms and Conditions") shall apply to all Professional Services (as defined herein) provided by Skyward to Licensee. All capitalized terms not otherwise defined in these Standard Terms and Conditions shall have the meaning assigned to them in the Skyward® Software License Agreement between the parties.

**1.0 Professional Services and Training.**

**1.1 Professional Services.** Subject to these Standard Terms and Conditions, Skyward will perform certain professional services in association with the Skyward Products separately purchased by Licensee as described on the Proposal, or any subsequent Proposal or statement of work agreed to by Skyward and Licensee (the "Professional Services"). Skyward shall assign a project manager and Skyward and Licensee shall agree on a training calendar and implementation schedule associated with Licensee's purchase of the Skyward Products. In the event any Professional Services to be provided by Skyward to Licensee contemplates the creation of object code, such object code shall be referred to herein as a "Deliverable."

**1.2 On-Site Training.** The cost of all on-site training described in the Proposal is based on Licensee having training facilities available. Each on-site training day described in the Proposal consists of a six (6) hour training day and a maximum of number of individuals that may attend is stated in the Proposal. In the event the number of attendees exceeds the permitted number, then Licensee will be charged an additional $200.00 for each additional attendee.

**1.3 Web Enabled Training.** The cost of all web enabled training described in the Proposal is based on Licensee having training facilities available to support the broadcast of the web enabled training. Web enabled training described in the Proposal consists of up to six (6) hour in a training day and the maximum number of individuals that may attend, as identified in the Proposal. In the event the number of attendees exceeds the permitted number, then Licensee will be charged an additional $200.00 for each additional attendee.

**1.4 Cancellation or Expiration.** Any scheduled training days may be cancelled by Subscriber up to forty-eight (48) hours in advance for Web Enabled Training and minimum of ten (10) days in advance for On-Site Training. If the scheduled training day is cancelled by Licensee after the minimum advance notice to Skyward, then Licensee will be responsible for the full amount of the scheduled training and any airline change fees (if applicable). All training days described in the Proposal may be utilized by Licensee for a period of up to twelve (12) months following the implementation of each software module to which the training pertains. Any training days that are not utilized by Licensee within the time provided will expire and are non-refundable.

**2.0 Licensee's Responsibilities.**

**2.1 Licensee's Facilities.** Licensee will make available in a timely manner for Skyward's use, at no charge to Skyward, all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel required by Skyward to perform the Professional Services. Licensee will be responsible for, and assumes the risk of any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of all Licensee computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel supplied by Licensee. The Skyward Products will be installed by an authorized Skyward customer service representative. In the event Licensee is currently utilizing a network installed by a third party, Licensee agrees to provide an authorized technical support representative on-site to provide any necessary assistance during the installation process.

**2.2 Licensee's Obligations.** Licensee acknowledges that meeting any dates agreed to by the parties are contingent upon timely completion of activities by Licensee as contemplated by the parties under this Agreement including, without limitation, those activities designated to Licensee in Section 2.1 above (a "Licensee Obligation"). Licensee will immediately advise Skyward in writing as soon as it becomes aware of any developments that may delay completion of a scheduled Deliverable including, without limitation, Licensee's failure or inability to perform a Licensee Obligation. Any dates agreed to by the parties will be equitably adjusted by the parties (but in no event less than a day- for-day adjustment) in writing in the event of: (a) any delay caused by Licensee's failure or inability to perform a Licensee Obligation; (b) any delay due to Licensee's request for changes; (c) any delay due to a third party's act, failure to act or delay in performing any obligation whatsoever; or (d) any other delay incurred as a result of Licensee's action(s) or omission(s). No such delay will relieve or suspend Licensee's obligation to pay Skyward under Section 3 below and, in addition to such payment obligations, Licensee will pay for any and all costs and expenses incurred by Skyward relating to re-staffing as a result of any delay caused by Licensee.

**3.0 Fees and Payment.** Licensee shall pay all fees due Skyward in association with the Professional Services provided by Skyward to Licensee hereunder. Provided however, if the Professional Services are not commenced within one hundred eighty (180) days, then the applicable fees shall be adjusted to Skyward's then current rates and fees for such services. Licensee shall further reimburse Skyward for all reasonable costs and expenses incurred by Skyward in its performance of the Services under this Agreement in accordance with Skyward's then current business expense policy. Unless otherwise stated, Licensee shall make all payments under this Agreement within thirty (30) days after the date of invoice. Interest on all past due amounts will be charged at the maximum rate permitted by law.

**4.0 Licensee Data.**

**4.1 Confidentiality of All Data.** All personally identifiable information and data relating to Licensee's students and/or employees used by Licensee in conjunction with the Skyward Products shall at all times be treated as confidential by Skyward and will not be copied, used or disclosed by Skyward for any purpose. Skyward recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations and Skyward agrees to comply with said restrictions.

**4.2 Family Educational Rights and Privacy Act.** The parties expect and anticipate that Skyward may receive education records from Licensee only as an incident of the Professional Services that Skyward provides to Licensee. In the event Licensee provides Personally Identifiable Information ("PII") (including but not limited to personally identifiable student information as defined by applicable state and federal law) to Skyward, they shall be deemed a "school official determined to have a legitimate educational interest" under 34 CFR 99.31(a)(1), as provided by Licensee's policies and procedures. Skyward acknowledges that PII is the confidential information of Licensee and shall not use it for any purpose, commercial or otherwise, except as expressly provided in this Agreement. Skyward agrees to abide by the requirements of applicable federal and state law pertaining to the disclosure of PII, and agrees to take all reasonable measures to protect against the unauthorized disclosure of any PII. Except for use and disclosure to their employees and personnel to the extent necessary to fulfill its obligations under the terms of any Statement of Work, Skyward shall not use or further disclose PII. Upon the expiration or termination of this Agreement, Skyward agrees to promptly return to Licensee any and all PII in Skyward's possession.

**4.3 Health Insurance Portability and Accountability Act.** In the event that Licensee is converting its data and information management systems, then the parties represent and acknowledge that such conversion process may necessarily involve the incidental receipt of data by Skyward that constitutes personal health information, as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). In addition to the terms and conditions contained herein, Skyward and Licensee may enter into a HIPAA Business Associate Agreement providing for the protection of such personal health information as required by HIPAA.

**4.4 Indemnification.** Skyward shall, at its sole cost and expense, defend and hold harmless Licensee from and against any and all claims, actions, and liabilities brought by any third party against Licensee as a result of the release of PII or other confidential information of Licensee to the extent directly caused by the negligence or willful misconduct of Skyward or its employees. Provided however, to qualify for such defense, Licensee must give Skyward prompt written notice of such claim and allow Skyward to control or institute all defenses to a such claim, including settlement of all such claims, in litigation or otherwise.

**4.5 Open Database Connection**. Licensee may establish an open database connection ("ODBC") to Skyward's database for read access. In the event Licensee wishes to insert, update, or delete data, an Application Programming Interface (API) will be used in lieu of ODBC. Licensee will be permitted to insert, update, or delete its data in the Skyward database subject to the following terms and conditions: (a) Licensee will be the sole and exclusive owner of all data inserted into the Skyward database, (b) Licensee agrees to hold Skyward harmless from any liability relating to Licensee's insertion, modification, or deletion of data in the Skyward database, including but not limited to the corruption of such database, (c) Licensee shall compensate Skyward to repair any problems relating to the corruption of the Skyward database arising from or related to the insertion, modification, or deletion of the Licensee's data, (d) Licensee agrees to create a backup of the database prior to inserting, updating, or deleting any data, and (e) Licensee shall not allow any third party vendors, suppliers, or other individuals or entities associated with Licensee access to the API connection without the prior written consent of Skyward and Skyward may, in its sole discretion, require that any such third party execute a confidentiality and nondisclosure agreement in the form and substance required by Skyward. The Licensee further agrees that Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Licensee's failure to properly save or back up all data and information inserted, modified, or deleted by Licensee through the API connection.

**5.0 Proprietary Rights.**

**5.1 Rights of Skyward.** Subject to Licensee's rights described below, Skyward shall own all rights, title and interest in and to any software programs or tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or generated by Skyward in connection with performing the Professional Services, including all intellectual property rights therein. Nothing contained herein will be construed so as to restrict or limit Skyward's right to perform similar services for any other party or to assign any employees or subcontractors to perform similar services for any other party, provided that Skyward complies with its confidentiality obligations hereunder. Skyward shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, modify, or distribute, including by incorporating into any product or service owned by Skyward, any suggestions, enhancement requests, recommendations or other feedback provided by Licensee and any of its employees, agents or users, relating to any product or service owned or provided by Skyward.

**5.2 Rights of Licensee.** Subject to these Standard Terms and Conditions, Skyward grants Licensee a limited, non-transferrable, non-sublicensable, nonexclusive right (exclusive of any rights to use the Skyward Products) to use and reproduce the Deliverables solely for Licensee's internal use in conjunction with Licensee's use of the Skyward Products as authorized by Skyward in writing and solely for so long as Licensee is authorized to use said Skyward Products.

**5.3 Use Restrictions.** Licensee shall not itself, or through any affiliate, agent, or third party: (a) decompile, disassemble, reverse engineer, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the Deliverables or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Deliverables, including without limitation any such mechanism used to restrict or control the functionality of the Deliverables (except that the foregoing provision shall not apply to the extent that such activities may not be prohibited under applicable law); (b) sell, lease, license, sublicense, distribute or otherwise provide to any third party or any other person the Deliverables, in whole or in part; (c) modify or create derivative works of the Deliverables; (d) use or reproduce the Deliverables, except as specifically permitted under this Agreement; or (e) use the Deliverables to provide processing services to any third party or otherwise use the Deliverables on a service bureau basis. Licensee shall promptly notify Skyward of any unauthorized use, disclosure, reproduction, or distribution of the Deliverables, which comes to Licensee's attention, or which Licensee reasonably suspects. Licensee is solely responsible for obtaining all equipment, and the compatibility thereof with the Deliverables, and for paying all fees including, without limitation, all taxes and any related costs or fees, necessary to use the Deliverables.

**5.4 Licensee Data.** Subject to the terms and conditions of this Agreement, Licensee grants Skyward and its contractors and agents a limited, non-transferable, fully-paid, royalty-free, non-sublicensable, nonexclusive right during the term of this Agreement

to use, reproduce, modify, prepare derivative works of, perform, display, transmit, make, have made and import any data provided by Licensee to Skyward or its contractors or agents in connection with the performance of the Professional Services under this Agreement as necessary or useful to perform the Professional Services. Except as expressly set forth herein, Licensee retains all right, title and interest in and to its data.

**6.0 Limited Warranty and Limitation of Liability.**

**6.1 Limited Warranty.** With respect to each Deliverable, Skyward warrants to Licensee that, for a period of thirty (30) calendar days after the date of delivery of such Deliverable to Licensee, such Deliverable will substantially conform to any applicable functional specifications for such Deliverable that are described in the applicable Statement of Work or any Change Order thereto. If any Deliverable does not perform as expressly warranted in this section, Licensee will notify Skyward in writing and Skyward will, at its sole option and expense: (a) replace or modify such Deliverable with a Deliverable that performs as expressly warranted in this section; or (b) if Skyward determines that the foregoing is not commercially reasonable, accept return of such Deliverable (if applicable) and refund to Licensee the fees paid by Licensee associated with such Deliverable under this Agreement. The foregoing limited warranty does not cover repair or replacement of or refunds for any Deliverable if the nonconformity to such limited warranty is caused, in whole or in part, by: (i) alteration, modification or correction other than by Skyward; (ii) software, hardware or interfacing not provided or specified in the applicable Statement of Work by Skyward; (iii) abuse, misuse or improper installation; or (iv) a change to Licensee's computing environment that would affect the specific Deliverable. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

**6.2 Limitation of Liability.** The liability of Skyward to Licensee for any claim whatsoever related to any Professional Services and/or Deliverable, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made by Licensee to Skyward with respect to such Professional Service and/or Deliverable. IN NO EVENT WILL SKYWARD BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE A DELIVERABLE EVEN IF SKYWARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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**SOFTWARE HOSTING SERVICES AGREEMENT**

This Software Hosting Services Agreement (this "**Agreement**") is made and entered into by and between Integrated Systems Corporation, a Wisconsin corporation, with offices at 10325 N. Port Washington Road, Mequon, WI 53902 ("Host") and _____, with offices at _____ ("**Licensee**"). Host and Licensee may be collectively referred to herein as the "**parties**" or individually as a "**party**" to this Agreement.

**RECITALS**

A. Skyward, Inc., a Wisconsin corporation ("**Skyward**") has developed certain proprietary computer software, as updated and revised from time to time (the "**Skyward Software**"). The Skyward Software, together with any additional products provided by Skyward in association therewith, shall be collectively referred to as the "**Skyward Products**."

B. Skyward and Licensee have entered into that certain Skyward Software License Agreement (the "**License Agreement**") whereby Skyward granted Licensee a limited license to access and use certain Skyward Products more particularly described therein, subject to and conditioned upon Licensee entering into this Agreement to provide for the terms and conditions of Licensee's access and use of the Skyward Products through Skyward's authorized third party host.

C. Host is an application service provider who is in the business of providing services for server and application hosting, management, and operations and Skyward has granted Host a license to host the Skyward Products.

**TERMS AND CONDITIONS**

1. Hosting Services.

(a) Description of Hosting Services. Host shall provide Licensee with remote access to a digital information processing, transmission and storage system on one or more servers located at Host's facilities that will enable Licensee to access the Skyward Products over the Internet. Subject to Licensee's compliance with the License Agreement and this Agreement, Host will support the Skyward Products through implementation of Skyward-provided or authorized modifications, patches, updates, upgrades and new releases or versions of the Skyward Products. Host will use commercially reasonable efforts to back up the information on its servers and to store the information in a reasonably secure environment and shall also use commercially reasonable efforts to provide redundant systems designed to decrease the risk or magnitude of a loss of data. The services to be provided by Host to Licensee, as described in this Section 1(a), shall be collectively referred to as the "**Hosting Services**."

(b) Use of Hosting Services. Licensee may access and use the Hosting Services only to the extent of authorizations acquired by Licensee from Skyward or Host. Licensee is responsible for use of the Hosting Services by any party who accesses the Hosting Services with Licensee's account credentials. Licensee acknowledges and agrees that its use of the Hosted Services is subject to Licensee's compliance with the terms and conditions of the License Agreement, this Agreement, and any prohibited use policies of Host. Licensee may not use the Hosting Services to providing hosting or timesharing services to any third party or to provide any third party with access to the Skyward Products.

(c) Obligations of Licensee. Licensee is solely responsible for information, data, and content of Licensee placed on Host's servers by Licensee. Unless caused by their negligence or willful misconduct, Host shall not be liable to Licensee for loss of its information, data, and content placed on Host's servers as a result of the Hosting Services, but Host shall, in the event of a loss, use its commercially reasonable efforts to attempt to recover or reconstruct any such information that has been lost. Licensee warrants and represents that information, data, and content placed on Host's servers as a result of the Hosting Services: (i) is not offensive, defamatory, or obscene; (ii) is not racially, ethically or otherwise objectionable; (iii) does not promote discrimination based on sex, race, religion, nationality, disability, sexual orientation or age; and (iv) does not violate any other applicable law. Host reserves the right to delete any material installed or inputted on Host's server or to disconnect a server which contains material which Host believes in good faith breaches any of these warranties. A breach of any of the foregoing warranties by Licensee shall constitute an event of default under the terms of this Agreement and may result in the termination of this Agreement pursuant to Section 6 below.

2. Fees and Payment. Licensee shall pay the Annual Fees (as defined in the License Agreement) described in the Proposal (as defined in the License Agreement), and other reoccurring fees and amounts due in association with the Hosting Services (collectively the "Fees"), during the term of this Agreement. Licensee shall make payment of the Fees when due as provided in the Proposal or within thirty (30) from the date of invoice. Interest on all past due amounts will be charged at the maximum rate permitted by law. If any authority imposes a duty, tax, levy or fee (excluding those based on Host's net income) upon the Hosting Services, then Licensee agrees to pay the amount specified.

3. Reservation of Title.

(a) Host Property. All computer systems, operating software, network equipment, and any hardware, software, documentation, information, business practices, or operating methods provided by Host as part of the Hosting Services shall remain the property of Host. Host will retain title to all rights in all intellectual property provided by Host under the terms of this

Agreement, including but not limited to, any know-how, customizations, practices, and other technologies related to the Hosting Services.

(b) Skyward Property. Licensee and Host each acknowledge and agree that the Skyward Products, including but not limited to, the specific design and structure of individual programs, input formats, object code and source code, algorithms, frameworks, all constitute trade secrets, confidential and proprietary information, and copyrighted material of Skyward. Licensee and Host further acknowledge and agree that this Agreement does not affect any transfer of title in the Skyward Products and that the Skyward Products shall remain the sole and exclusive property of Skyward or Skyward's licensor.

4. Licensee Data. All personally identifiable information and data relating to Licensee's students and/or employees provided to Host by Licensee in conjunction with the Hosting Services, shall be subject to the terms and conditions of the Data Privacy Addendum attached hereto and incorporated herein by reference.

5. Security and Limited Warranty.

(a) Server Security. Licensee acknowledges that no security systems or procedures currently available are capable of providing complete protection from unauthorized individuals who may seek to gain access to Host's servers. Host shall use commercially reasonable efforts and processes to secure its servers from access by unauthorized individuals, test its servers for viruses at reasonable intervals and maintain back-up copies of all content. Accordingly, so long as Host uses the commercially reasonable efforts set forth above, Host shall not be liable for any damage to the Licensee arising from unauthorized access or the introduction of a bug or virus, unless caused by the negligence or willful misconduct of Host. Notwithstanding anything in this Agreement to the contrary, Host shall not be liable for any damage caused by Licensee or any employee or agent of Licensee. Licensee agrees that its use of the Hosting Services will be in compliance with applicable law and will not otherwise violate the terms of any applicable license. Licensee acknowledges that Skyward is not responsible for the security of Host's servers and will not be responsible to maintain any back-up copies of the content on Host's servers. Notwithstanding anything in this Agreement to the contrary, Host shall not be liable for any damages to Licensee caused by unauthorized individuals who gain access to the Host's servers, unless caused by the negligence or willful misconduct of Host. Licensee assumes all risk related to the processing of transactions related to electronic commerce.

(b) Limited Warranty. Host warrants that the Hosting Services will be available 99.5% of the time during Operational Hours (as defined herein), except for service interruptions for routine maintenance and backups. For the purposes of this Agreement, "Operational Hours" are 7 days per week, 24 hours per day and 365 days per year. Regular maintenance and service activities are scheduled outside of Normal User Hours (as defined herein). For the purposes of this Agreement, the "Normal User Hours" are Monday through Friday from 7 A.M. to 5 P.M. central standard time excluding the following ISCorp observed holidays: New Years' Day, Martin Luther King, Jr. Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event there is an interruption in the Hosting Services during Normal User Hours, Host will respond in 30 minutes or less of being notified of such an interruption in the Hosting Services. Host will use its best efforts to respond to any interruptions in the Hosting Services outside of Normal User Hours. Except as specifically set forth in this Agreement, Host makes no warranties of any kind with respect to the Hosting Services or products provided under this Agreement. Except as specifically set forth in this Agreement, Host DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(c) Licensee's Remedies. In any instance involving performance or nonperformance of the Hosting Services or products provided hereunder, Licensee's sole and exclusive remedy shall be: (i) in the case of Hosting Services, refund or credit, at Licensee's election, of a pro rata portion of the price paid for such Hosting Services which were not provided, or (ii) in the case of products, repair, replacement or return of the defective product to Host for refund, at the option of Host. A credit for an interruption in the Hosting Services during the Normal User Hours will be issued only for periods, calculated in 15 minute increments, in excess of the 99.5% scheduled available up-time within a calendar month. A credit for an interruption in the Hosting Services during the Operational Hours, but outside of the Normal User Hours, will be issued only for periods, calculated in one hour increments, in excess of the 99.5% scheduled available up-time within a calendar month. An interruption in the Hosting Services is deemed to have occurred only if the Hosting Services have stopped or been severely impacted that they are unusable by Customer as a result of failure of Host facilities, equipment, or personnel used to provide the Hosting Services, and only where the interruption in the Hosting Services is not the result of: (A) negligence or other conduct of Licensee, its employees or agents, including a failure or malfunction resulting from applications or services provided by Licensee; (B) failure or malfunction of any equipment or services not provided by Host; (C) circumstances beyond the control of Host; or (D) interruption due to scheduled maintenance, alteration, or implementation, provided that such scheduled event is provided in writing and in advance to Licensee. All claims for a credit must be submitted to Host in writing within 60 days of the date of such interruption in the Hosting Services.

(d) Limitation of Liability. The liability of Host to Licensee for any claim whatsoever related to this Agreement, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made under this Agreement by Licensee to Host with respect to the Hosting Services during the 365 days preceding the cause of action. IN NO EVENT WILL HOST BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE HOSTING SERVICES EVEN IF HOST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Host shall not be held liable for any claims or

demands brought against Licensee by any other party unless Licensee has properly notified Host as to such damages, claims, or demands, and Licensee has taken action to minimize such damages, claims, or demands.

6. Term and Termination. The term of this Agreement shall run concurrent with the term of the License Agreement. In the event the License Agreement is terminated for any reason, this Agreement shall automatically terminate as of the date of such termination without further notice. In addition to the foregoing, any party may terminate this Agreement in the event another party fails to perform any material obligation under this Agreement and such failure continues for a period of thirty (30) days following receipt of written notice of such failure. In the event of the termination of this Agreement for any reason, all of Licensee's rights and privileges under this Agreement, including but not limited to Licensee's rights to access and use the Hosting Services shall be immediately terminated.

7. Interpretation and Construction.

(a) Entire Agreement. This Agreement shall be governed by the laws of the State of Wisconsin, without regard to any conflict of laws provisions or rules of construction concerning the draftsmanship hereof. This Agreement contains the entire understanding and full and complete agreement of the parties, and supersedes and replaces any prior understandings and agreements among the parties, with respect to the subject matter hereof. This Agreement may be altered, amended or modified only in writing, signed by both of the parties hereto. Headings included in this Agreement are for convenience only and are not intended to limit or expand the rights of the parties hereto. References to Sections herein shall mean sections of the text of this Agreement, unless otherwise indicated.

(b) Assignment. No party may, voluntarily or involuntarily, assign or otherwise transfer this Agreement without the prior written consent of the other parties. Any attempted assignment or delegation without prior written consent will be null and void. Notwithstanding the foregoing, the transfer of all or substantially all of Host's capital stock or assets to a third party through a sale, merger or other transaction or proceeding shall not be deemed an assignment under the terms and conditions of this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the parties and their respective successors, affiliates, legal representatives and permitted assigns

(c) Severability. If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect of the intent of the parties expressed herein.

(d) Waiver. No waiver of a breach of any term of this Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this Agreement. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.

(e) Force Majeure. Except for the obligation to make payments, the parties will not be liable for any failure or delay in their performance under this Agreement due to any cause beyond its reasonable control, including but not limited to, acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, provided that the delayed part: (i) gives the other party prompt notice of such cause, and (ii) uses commercially reasonable efforts to promptly correct such failure or delay in performance.

(f) Notices. Any notice required or permitted to be given pursuant to this Agreement shall be valid only if in writing and shall be deemed to have been duly given (i) when personally delivered, (ii) when transmitted by fax if confirmation of receipt is printed out on the sending fax machine, or (iii) three business days after being mailed by certified mail, postage prepaid, addressed to the party receiving notice at the address listed in the opening paragraph of this Agreement, unless that party otherwise notifies the parties in accordance with this Section of a change of address.

(g) Survival. Any provisions of this Agreement, including but not limited to Section 3, 5, this Section, and any other provisions which by their very nature are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement and will inure to the benefit of and be binding upon the parties hereto.

(h) Third Party Beneficiary. The parties acknowledge and agree that Skyward shall be an express third-party beneficiary of this Agreement entitled to enforce the provisions hereof as if a party hereto, provided that Skyward shall not have any duties under this Agreement or any liabilities arising therefrom.

(i) Counterparts and Signatures. The undersigned warrant and represent that they have the legal authority to execute and deliver this Agreement on behalf of the parties hereto. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that original signatures of a party transmitted by facsimile or in portable document format (pdf) or electronic signatures affixed to this Agreement shall be as valid as an original signature of such party to this Agreement. If this document is executed

by electronic signature, both parties agree that their electronic signature is legally binding and shall have the same validity and meaning as a hand written signature and neither party will contest the validity of their respective electronic signature, or claim that it is not legally binding.

The undersigned, being duly authorized representatives of the parties to this Agreement, do hereby agree to the terms and conditions of this Agreement.

| HOST: | LICENSEE: |
|---|---|
| By: _____ | _____ |
| Name: Jeff Zilln | _____ |
| Title: VP of Op | _____ |
| Date: _____ | _____ |

**This draft contract is provided for informational purposes only.**

*Only a contract officially signed by Skyward will be valid to complete the sale.*

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**DATA PRIVACY ADDENDUM**

This Data Privacy Addendum (this "**Addendum**") is hereby made a part of that certain Software Hosting Services Agreement between the parties (the "**Agreement**") and shall govern the transmission, use, storage, and disposal of all Personal Data (as defined herein) between the parties. All capitalized terms not otherwise defined in this Addendum shall have the meaning assigned to them in the Agreement.

1. Definitions.

(a) "**Data Subjects**" means Licensee's students and/or employees who have their Personal Data inputted into the Skyward Products or otherwise provided to Host pursuant to the terms and conditions of the Agreement.

(b) "**De-Identified Data**" means data or information that has been anonymized, de-identified, and any Personal Data has been removed or obscured, or represents anonymous usage data regarding use of the Skyward Products.

(c) "**End Users**" means the Data Subjects, the parents or legal guardians of Data Subjects, or Licensee's employees who have access to Personal Data through the use of the Skyward Products.

(d) "**Personal Data**" means all: personal identifiers such as name, address, phone number, date of birth, social security number, and student, personnel, or other identification number; "personally identifiable information" and student "education records" as those terms are defined in the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended ("**FERPA**") or applicable state law; "personal information" as that term is defined in the Children's Online Privacy Protection Act of 1998 ("**COPPA**"); "personal information" as that term is defined in the Protection of Pupil Rights Amendment ("**PPRA**"); "personally identifiable information" as that term is defined in the Individuals with Disabilities Education Act, as amended ("**IDEA**"); and "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act ("**HIPAA**").

(e) "**Process**," **Processing**" or "**Processed**" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaption, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

(f) "**Security Incident**" means actual (i) loss or theft of Personal Data; or (ii) unauthorized use, disclosure, acquisition, alteration, transmission or acquisition of Personal Data.

(g) "**Sub-Processor**" means a party other than Host or Licensee, who Host has contracted with to Process Personal Data, with Licensee's prior written consent.

2. Processing of Personal Data.

(a) Purpose Limitation. Host will only Process Personal Data on behalf of and in accordance with this Agreement or Licensee's written instructions. Host will not use Personal Data for any other purpose other than as explicitly specified in this Agreement, as otherwise requested by Licensee or as required by law or a court of competent jurisdiction. Host will treat Personal Data as confidential information and impose confidentiality obligations on all Host personnel who Process Personal Data. If any applicable law requires Host to conduct Processing that is or could be construed as inconsistent with Licensee's instructions, Host will notify Licensee hereof promptly, unless this notification is prohibited by law.

(b) Data Ownership and License. Licensee is the owner of all Personal Data and Host will have no ownership rights or interest in such Personal Data. Notwithstanding the foregoing, Licensee grants Host and its Sub-Processors (if any) a limited, nontransferable, fully-paid, royalty-free, non-sublicenseable, nonexclusive right during the term of the Agreement to Process, use, reproduce, modify, prepare derivative works of, perform, display, transmit, make, have made and import any Personal Data provided by Licensee to Host or its Sub-Processors (if any) in connection with the performance of its obligations under the Agreement, or as otherwise directed by Licensee.

(c) Collection of Technical Data. Licensee agrees that Host may collect and use De-Identified Data and other technical data and related information, including but not limited to technical information about Licensee or its End Users' use of the Hosting Services, that is gathered periodically to monitor the health of Licensee's database and to facilitate the provision of updates to the Hosting Services, product support, and other services to Licensee related to the Hosting Services or Host's business. Host may use this information to operate, provide, improve and develop the Hosting Services its technologies and business operations, and for such other purposes described in the Agreement. Provided however, Host agrees that such data shall not include any Personal Data.

(d) Advertising Prohibition. Host will not use or sell any Personal Data to (i) market or advertise to Licensee's End Users; (ii) inform, influence, or enable marketing, advertising, or other commercial efforts by Host or any third party; or (iii) develop a profile of a Data Subject, for any commercial purpose other than performing its obligations under this Agreement.

3. Access to Data.

(a) End User Access. Licensee shall establish reasonable procedures by which its End Users of the Skyward Products may view Personal Data, make requests related to corrections of Personal Data, and transfer Personal Data. In the event Host receives any requests from Licensee's End Users to view any Personal Data, make any corrections to Personal Data, or transfer Personal Data, Host will refer such End User requests to Licensee.

(b) Third Party Requests. Unless prohibited by applicable law, Host will promptly notify Licensee of any (i) request for access to any Personal Data from any regulatory body, governmental official or other third party; (ii) warrant or subpoena; or (iii) other request received by Host regarding any Personal Data. Host will reasonably cooperate with Licensee regarding any such third party requests.

(c) Rights of Data Subjects. Host will assist Licensee as requested with responding to Data Subjects' requests to exercise their rights under applicable data protection laws and regulations, which may include, without limitation, rights of access, correction, amendment, blocking and deletion. Host will notify Licensee promptly if it receives any such request or claim from a Data Subject relating to Personal Data or Host's Processing thereof.

4. Compliance with Applicable Laws. Host will comply with all applicable federal, state and local laws with respect to the use and disclosure of Personal Data, including but not limited to the laws of any jurisdiction from which the Personal Data originates.

(a) Family Educational Rights and Privacy Act. The parties expect and anticipate that Host may receive Personal Data that includes "personally identifiable information" or "education records" as defined by FERPA from Licensee only as an incident of Host's performance of its obligations under the Agreement. In the event Licensee provides Host with Personal Data that includes "personally identifiable information" or "education records" as defined by FERPA, Host shall be deemed a "school official determined to have a legitimate educational interest" under 34 CFR 99.31(a)(1), as provided by Licensee's policies and procedures.

(b) Health Insurance Portability and Accountability Act. In the event that Host receives any Personal Data that constitutes "protected health information" as that term is defined by HIPAA, in addition to the terms and conditions of this Addendum, Host and Licensee may enter into a HIPAA Business Associate Agreement acceptable to both parties, providing for the protection of such personal health information as required by HIPAA.

5. Transfer of Data.

(a) United States. Host will not store or transfer Personal Data outside of the United States without the prior express written consent of Licensee, establishing a legal basis for such transfer and taking such steps as Licensee may require to ensure that the transfer meets the requirements of applicable law. If Host discovers or reasonably believes that any Personal Data has been or is being Processed in jurisdictions other than the United States, Host will provide prompt notice to Licensee.

(b) Sub-Processors. Host will not subcontract any of its rights or obligations under the Agreement without the prior express written consent of Licensee. In the event Host, with the consent of Licensee, subcontracts its obligations under the Agreement, it will do so only by way of a written agreement with its Sub-Processor that imposes the same privacy and security obligations, as well as confidentiality obligations on the Sub-Processor as are contained in this Addendum. Notwithstanding the foregoing, Host shall have no obligation to enter into any such agreements and shall not be responsible for any third parties to which Licensee or its End Users transmit Personal Data without Host's express prior written consent.

(c) Secured Transmissions. Host and Licensee each agree to maintain security protocols that meet industry standards in the transfer or transmission of any Personal Data.

6. Security.

(a) Security Program. 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, Host will maintain or cause to be maintained a reasonable and commercially feasible information security program that complies with all applicable laws and is designed to reasonably maintain the security and confidentiality of all Personal Data. Host shall, upon reasonable request from Licensee, provide Licensee with a written summary of the procedures its uses to maintain the privacy, security, and confidentiality of Personal Data.

(b) Security Measures. Host will take appropriate and commercially reasonable measures, including without limitation, administrative, physical, technical (including electronic), and procedural safeguards. Host will ensure that Personal Data is only available to Host personnel who have a legitimate business need to access the Personal Data, who are bound by legally enforceable confidentiality obligations, who have received training on applicable data protection policies and procedures, and who will only process the Personal Data to perform the Hosting Services.

(c) Security Incident Response. Host and Licensee will each promptly and without undue delay, notify the other party of any Security Incident of which they become aware. The notice will summarize in reasonable detail (i) the nature of the Security



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Incident; (ii) whether Personal Data has been lost, stolen or compromised, if known; (iii) the party's appraisal of the consequences of the Security Incident; (iv) the cause of the Security Incident, if known; (v) any corrective action taken or to be taken by Licensee or Host; and (vi) any internal point(s) of contact responsible for managing or responding to the Security Incident. Host and Licensee will promptly take all necessary and advisable corrective actions and will cooperate fully with the other party in all reasonable and lawful efforts to prevent, mitigate, or rectify such Security Incident.

(d) Security Incident Notification. The parties will consult with one another on the content of any mandated communications in association with a Security Incident. Except for mandated communications, the content of any external filings, communications, notices, press releases or reports to be issued related to any Security Incident must be promptly reviewed and approved by both Licensee and Host prior to any publication or communication, and such approval shall not be unreasonably withheld, conditioned or delayed. In the event of a Security Incident, if Licensee or Host determines that such Security Incident must be disclosed or reported to a third party, including individuals or governmental authorities, Host will reasonably cooperate with Licensee in fulfilling Licensee's reporting and disclosure obligations.

7. Reimbursement of Information Disclosure Costs.

(a) Reimbursement. Subject to the limitations of liability described in this Addendum and the Agreement, Host will reimburse Licensee for all uninsured direct out of pocket and commercially reasonable costs it incurs in providing notifications and credit monitoring services to individuals, each as and to the extent required by applicable law (collectively the "**Information Disclosure Costs**"), arising from a Security Incident, to the extent such Security Incident was directly caused by the negligence or willful misconduct of Host; provided however, Host shall not be responsible for any such Information Disclosure Costs unless Licensee has promptly notified Host of any Security Incident resulting in possible Information Disclosure Costs and Licensee has used its best efforts to minimize such breach or disclosure and the Information Disclosure Costs associated therewith, as required by Section 6 above.

(b) Limitations. Notwithstanding anything contained herein to the contrary, Host will not be liable for, and shall have no obligation to reimburse Licensee for its Information Disclosure Costs to the extent the Security Incident was caused (i) in whole or in part by the negligence or willful misconduct of Licensee or its employees, agents or End Users; (ii) by Licensee's failure to operate the Hosting Services in compliance Host's recommended policies and procedures; or (iii) by Licensee's failure to comply with applicable law and follow industry standard security protocols with respect to Licensee's use of the Hosting Services and/or protection of Personal Data.

8. Personal Data Retention, Return and Deletion. Host will not retain Personal Data any longer than is reasonable necessary to accomplish the intended purposes for which the Personal Data was provided to Host pursuant to the Agreement and to comply with law and enforce its contractual rights. When Personal Data is no longer necessary for the purposes set forth in the Agreement or promptly upon the expiration or termination of the Agreement, whichever is earlier, or at an earlier time as Licensee requests in writing, Host will (a) provide Licensee, in an industry standard format selected by Host, a copy of all or, if specified by Licensee, any part of the Personal Data; and (b) destroy all, or if specified by Licensee, any part of the Personal Data in Host's possession in a manner in accordance with applicable law, for example in the case of protected health information, using a secure overwrite utility that will overwrite the Personal Data with random information rendering the Personal Data unrecoverable, or in the case of protected health information stored on paper, CD, DVD, Blu-ray and magneto-optical devices, destroying it by pulverizing, cross-cut shredding, pulping or burning. Host will provide a certification of destruction if requested. In the event applicable law does not permit Host to comply with the delivery or destruction of the Personal Data as provided in this section, Host warrants that it will ensure the confidentiality of the Personal Data and that it will not use or disclose any Personal Data at or after the termination or expiration of the Agreement, except as required by law or to protect its valid interests. Notwithstanding the foregoing, the duty of Host to delete Personal Data pursuant to this section shall not extend to any De-Identified Data or Personal Data that was placed in emails or other medium by Licensee or its employees, agents or End Users and was not properly de-identified prior to transmission to Host.

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# Deviations and Exceptions

The following Statement of Deviations has been completed by Skyward, Inc. ("Skyward") regarding Edina Public School District 273's RFP for an Enterprise Resource Planning System ("the RFP"). The purpose of this statement is to provide details of deviations, comments, or suggestions relating to Skyward's response to the RFP. Should Skyward be selected as a finalist, the items listed below and any other material differences between the Skyward Standard Software Agreement and the RFP will be negotiated by the parties.

| Section/Paragraph Referenced in the RFP | Deviation/Comment/Suggestion |
|---|---|
| **Standard Agreement** | Skyward will require its Standard Licensing Agreement be executed. If variations exist between your terms and our Agreement, a review by our legal staff may be required. A Sample Agreement can be found following your Cost Proposal. Please note that Skyward is willing to negotiate regarding the final Licensing Agreement should we become a finalist in your evaluation process. |
| **Terms and Conditions** | Skyward will require our Terms & Conditions form to be executed. A copy of this document can be found within your Cost Proposal. Discrepancies may exist between the RFP and our standard T&C. Please note that Skyward is willing to negotiate regarding the final agreed-upon Terms & Conditions. |
| **Hardware Specifications** | Skyward has included hardware recommendations. These recommendations are only preliminary, as we may need to make adjustments to them after our technicians have spent more time analyzing the District's needs. |
| **Sample Implementation Plan** | Skyward has provided a sample implementation plan for your review. This plan is an estimate based on the limited data disclosed in the RFP. Upon being selected as a finalist, Skyward will work with the district to develop a detailed project plan that meets the expectations from the RFP as well as key district stakeholders. |
| **Technical Specifications** | Skyward has reviewed the Technical Specifications provided by Edina Public School District 273. Responses are provided as accurately as possible based on the limited information provided. Some requirements and questions may require further discussion to fully understand the needs of Edina Public School District 273. Our team would welcome the opportunity to demonstrate our solution and how we can best meet the needs of Edina Public School District 273. |

| | |
|---|---|
| **RFP bid document, page 2, Terms & Conditions, L. Award Options, #5** | Any termination for cause shall be subject to a thirty (30) day notice and right to cure, except as otherwise described in Skyward's standard Software License Agreement. The School District may voluntarily terminate the Software License Agreement with one hundred twenty (120) days prior written notice. Except in the event of a termination as a result of Skyward's default that remains uncured, all annual maintenance fees are nonrefundable and will not be prorated. Any damages or penalties resulting from the termination of the agreement as a result of a default by Skyward shall be subject to the limitations of liability described in Skyward's standard Software License Agreement. |
| **RFP bid document, page 3, Terms & Conditions, P. Requirements for onsite service provider** | Skyward conducts pre-employment background checks on all employees and thereafter background checks are performed every 3 years on our traveling employees. When onsite training is part of the implementation plan, it is required not to use any training facilities where student interactions might occur. |

# 8. Additional Information

# Differentiators

## What sets Skyward apart?

Skyward is so much more than "just another tech company." We are dedicated to upholding the same culture of teamwork, enthusiasm, and continuous improvement that drives the success of your district. Student and financial/HR management is a competitive market that's traditionally full of copycats. Here are some key attributes that set us apart from others in the industry.

### Data Standards

Technology is not going to slow down and as it evolves, a set of standards can help guide the transitions between systems and processes. These standards will free up schools, allowing them to utilize the best tools for different jobs while still gathering necessary data within an SIS. Skyward's solution provides a common language so data can be easily transferred between system using APIs. We help you eliminate data silos and reduce the time needed to manually re-enter data. Our software allows educators to turn raw numbers into insight into how students are learning. Plus, built-in security ensures your data is protected against hackers.

### Integration

Our commitment to interoperability stems from our aim to help our district partners get the most from their technology investment. We don't force customers to end third-party relationships; instead, Skyward integrates with third-party systems using an API. Districts can use multiple systems while saving time on data entry, experiencing fewer logins along with automated data transfers. Our solution provides better user experience across platforms.

### Skyward Events (User Groups and iCon)

Skyward recognizes the value of an active user community to facilitate the flow of information and create an outlet for discussions. This communication leads to more efficient school operations and integration of Skyward technology into daily business practices. State user group conferences along with our international conference (iCon), hosted yearly are excellent opportunities for district personnel to network with others. In fact, these events make it easy for users to compare notes and offer tips to others who share the same role. In addition, attending Skyward conferences is a great way to chat with vendors and Skyward business partners. You'll also get to know Skyward staff and executives on a more personnel level. These events deliver breakout sessions so users can maximize their use of the software and become beacons of Skyward knowledge for colleagues.

### Mobile App

Skyward's Mobile App is the link that enables employees, students, and parents to stay connected 24/7 providing access to critical data anytime and anywhere. With Mobile Access, you can navigate to many of Skyward's key features while away from your desk or office making it easier to complete tasks. Plus, there is also an option to receive push notifications. The Mobile App is just another way Skyward's solution saves time and streamlines the user experience.

### Project Management

The mission of Skyward's Project Management Team is to facilitate and design the most successful consultation, data migration, and training plan unique to your environment and needs. This is accomplished by providing a Skyward project manager who will be your single point of contact throughout implementation. This resource will provide clear and detailed instructions for keeping you on schedule. In addition, the project manager helps guide you through the process for migrating data from your previous system and serves as a resource for training and development. We are committed to you, and this is proven by our excellent implementation record.

### Self-Help Resources

Skyward offers a wide variety of self-help resources and remote training opportunities to answer your questions and keep your Skyward knowledge growing. The Skyward Academy offers dozens of sessions every month dedicated to improving your knowledge of common processes and appropriately timed themes. The Skyward Help Center is a one-stop shop for users. It has machine-learning search capabilities, interactive flowcharts, and multimedia resources to help you find the answers you're looking for. Another resourceful self-help tool is the Skyward Community which offers content and documentation that relates to your question and are tailored to your role.

### Skyward Community

The Skyward Community exclusive to our Qmlativ platform enables you to connect with others who perform the same tasks. Making these connections is an easy way for everyone to share ideas and best practices. Access to resources, discussions, and events for specific groups allows users to easily post questions and bounce ideas off colleagues. The system offers a fun way to earn points and badges for completing tasks and participating in events.

### Cloud Hosting (ISCorp)

Skyward partners with ISCorp to provide a secure cloud hosting option that includes automatic software updates, so you are confident the Skyward version you're using is the latest one available. With the cloud hosting option hardware will regularly refresh, the cost falls on the provider therefore essentially saving you money. ISCorp's redundant datacenters are staffed with rigorously trained and certified technicians to ensure maximum security is met 24/7. Third party security audits are also completed on an annual basis for both your peace of mind and ours. Daily offsite backups also ensure safety and protect against data loss. Our secure cloud hosting service features fewer disruptions with up to 99.9% uptime guarantee.

### Built, Not Bought

All of Skyward's products are designed in-house with a common look and feel, which makes them easy to use and navigate. We do not provide a collection of acquisitions and loosely integrated modules; instead, our products work seamlessly together because they are created by Skyward, for Skyward, with input from actual users. We build our solutions to last, and based on customer feedback, we develop our software continuously to ensure it meets your needs. What this means for our customer is that you can always rely on Skyward to have the most up-to-date software on the market.

### Family-Owned Since 1980

Privately owned and operated, Skyward has been dedicated to the K-12 industry since 1980. We are not in the business of acquiring or being acquired. Instead, we value stable leadership, user experience, and high-quality support. We want to get to know our customers on a personal level and nurture a long-lasting, reliable partnership. We remain dedicated to listening to you and supporting you as we update our software to meet your evolving needs.

### User Research Panel

Our unique User Research Panel gives users a voice during the development of our software. We value building products on real customer feedback because this makes for an improved user experience. When actual users are involved in developing our products, design and functionality are optimized, and our solutions are better able to fit your needs. We are committed to user-center development, and we want you to help shape the future of Skyward technology.

### Intuitive Design

At Skyward, we develop easy-to-use products that have a modern look and feel. Our software provides a customizable and interactive experience through features such as the live tiles in our Qmlativ solution. Skyward's goal is to save you time and money, and with our intuitive design, we do just that. Our products require fewer clicks and screens to complete key tasks (saving you time), and they are easy to use and navigate, which means less training (saving you money).

### Employee Access

Skyward's Employee Access empowers your employees to manage their own information. In Employee Access, employees can track their hours, check time off balances, and see paycheck history. Employees can also access tax forms, including W2s and 1095s. This solution saves you time and money, as it reduces payroll errors and calls to HR, plus it's paperless!

### First-Class Support

Our commitment to a better experience extends well beyond our software. We take great pride in offering high-quality support and in helping you become confident and efficient in our software. We value transparency, awareness, and rapid response as we provide support whenever you need us. Help is never more than a call or click away. Whether it's through our live chat within the software or a call to our knowledgeable and experienced team, we ensure that you receive the first-class support you deserve.




Since 1980, Skyward's SIS and ERP solutions have helped more than 2,500 school districts save time, connect with families, and empower success. By blending advanced technology guided by actual users with world-class support delivered with a personal touch, Skyward is the clear choice for K-12 leaders who want to spend less time on tasks and more time with students. To learn more about the next generation of K-12 administration software, visit www.skyward.com.



Connect with us on social media

**skyward.com | 800.236.7274**

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PowerSchool

A PowerSchool Solution for

# Edina Public Schools

## Cloud-Based Enterprise Resource Planning (ERP) Software-as-a-Service (SaaS) Platform


**Presented by:**

**Riley Reynolds**

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**(816) 517-7597**




More Power.
Stronger School.

A PowerSchool Solution for

# Edina Public Schools

## PowerSchool Group LLC Response
## Cloud-Based Enterprise Resource Planning (ERP) Software-as-a-Service (SaaS) Platform




### Riley Reynolds, Account Owner

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 riley.reynolds@powerschool.com or (816) 517-7597.



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PowerSchool

July 10, 2026

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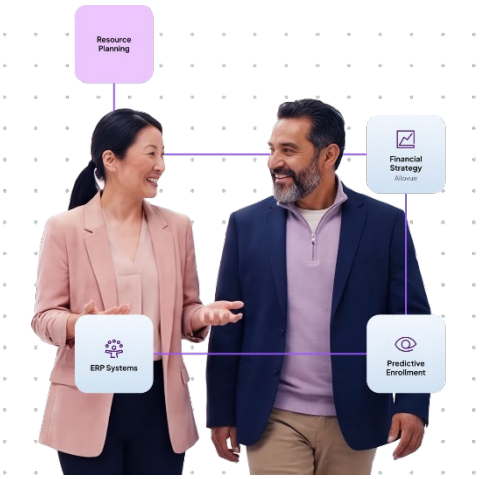
**RE: RFP Cloud-Based Enterprise Resource Planning (ERP) Software-as-a-Service (SaaS) Platform**

Dear Catalyst Sourcing Solutions,

Having partnered with Edina Public Schools since 2020, PowerSchool understands the role connected, reliable technology plays in helping the District serve students, families, their own staff, and the broader community. We are proud to support Edina Public Schools today through PowerSchool products like eFinancePlus, Allovue, and Perform. As the District looks ahead to a new cloud-based ERP SaaS platform, we see an opportunity to build on our partnership with a modern, integrated solution designed around the operational excellence the District values.

Edina Public Schools' vision, "For Each and Every Student to Discover Their Possibilities and Thrive," is supported not only by what happens in the classroom, but also by the systems that help District leaders manage resources wisely, support staff effectively, and make timely, confident decisions.

In keeping with this, our proposed solution connects finance, human resources (HR), payroll, position control, time and attendance, budgeting, reporting, and workflow management; this helps Edina Public Schools streamline administrative work, strengthen visibility across finance and HR, simplify hiring and onboarding, support employee growth, and make budgeting more collaborative and connected to District priorities.




At the center of our solution is eFinancePlus, a comprehensive resource planning platform already in use at Edina Public Schools. With eFinancePlus, the District enjoys centralized finance, HR, payroll, purchasing, position control, workflow, and reporting functionality designed specifically for K-12. It offers streamlined operations, simplified compliance reporting, and secure, timely access to the information needed to make informed decisions.

PowerSchool's budgeting tool, known as Allovue, extends that foundation by helping District leaders transform complex financial data into clear, actionable information, develop strategic budgets collaboratively, align finance and HR decisions, and make the most of every dollar for every student. Together, eFinance Plus and Allovue help reduce manual work, increase operational speed, and give District leaders a clearer view of the resources that support student success.

PowerSchool

PowerSchool's talent and workforce modules further support Edina Public Schools' commitment to professional excellence. The solution's Perform module, already familiar to Edina Public Schools' staff, helps facilitate a transparent, consistent evaluation process that supports staff growth and continuous improvement.

To further support Edina Public Schools' operational goals and deliver additional long-term value, our proposal includes several complementary modules that extend the capabilities of the District's existing PowerSchool solution. Our Applicant Tracking module and SchoolSpring Plus Job Board help expand candidate reach, streamline hiring, and create a more efficient digital experience for applicants and the District's HR team. Our Employee Records module supports paperless onboarding, digital forms, contract renewals, workflow management, secure document storage, and audit readiness.

Edina Public Schools' current TimeClock Plus adds automated time, attendance, and absence management to help staff manage time accurately while supporting timely payroll processes. It also integrates seamlessly with eFinancePlus. PowerSchool has a long-term partnership with TimeClock Plus and is pleased to offer this solution as part of our proposal.

At PowerSchool, we share Edina Public Schools' commitment to excellence, responsibility, and effective stewardship of human and financial resources. We are excited for the opportunity to deepen our partnership with Edina Public Schools. Our goal is to deliver a solution that helps their teams work more efficiently and keep more time and focus where the District wants it: supporting each and every student.

Thank you for your consideration. We welcome the opportunity to discuss how PowerSchool can continue supporting Edina Public Schools as they prepare for this important next chapter. Please do not hesitate to reach out with any questions or to discuss next steps.

Sincerely,

*Riley Reynolds*

**Riley Reynolds**
Account Owner
riley.reynolds@powerschool.com
(816) 517-7597

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# Executive Summary

**Edina Public Schools is committed to ensuring that *each and every student discovers their possibilities and thrives* through a culture of academic excellence, equity, inclusion, operational excellence, and strong community partnerships.**

The District's strategic plan emphasizes effective stewardship of financial, human, and physical resources, continuous improvement, staff development, and meaningful engagement with community stakeholders. **PowerSchool's solution is specifically tailored to addressing these priorities.**

As a long-standing customer since 2020, Edina Public Schools already leverages multiple PowerSchool solutions across both academic and operational functions, creating a strong foundation for expanding and modernizing its ERP ecosystem. Our proposed solution—combining eFinancePlus, Allovue, Applicant Tracking, Employee Records, Perform, SchoolSpring Job Board, and TimeClock Plus—delivers a fully integrated cloud-based platform designed specifically for K-12 districts.

The solution delivers:



**Integrated Finance, Payroll, and Human Resources**

**The solution centralizes budgeting, fund accounting, purchasing, payroll, position control, employee management, workflow, and reporting** in a single K-12-focused platform. Real-time dashboards, automated workflows, and extensive compliance reporting help Edina Public Schools improve efficiency, accuracy, and decision-making.



**Strategic Budgeting and Resource Allocation**

**Through Allovue, our solution enables collaborative budgeting, staffing and resource planning, funding formula management, and budget transparency.** By connecting financial investments to District priorities, Edina Public Schools can maximize resources while maintaining visibility into spending and outcomes.



**Modern Talent Management and Workforce Development**

**Our solution creates a seamless employee experience** from recruitment through onboarding, evaluation, growth, and retention. The integrated platform supports Edina Public Schools' commitment to attracting, developing, and retaining exceptional educators and staff.

**Automated Time, Attendance, and Workflow Management**

**TimeClock Plus simplifies employee timekeeping, attendance tracking, absence management, scheduling, and payroll integration.** Combined with automated workflows across PowerSchool's solution suite, Edina Public Schools can reduce manual processes, improve accuracy, and provide staff with convenient self-service tools.

**Secure, Scalable K-12 Technology**

**PowerSchool's cloud-based solution is supported by a comprehensive security program** that includes secure-by-design practices, third-party penetration testing, robust cloud security, independent validation, and 24x7x365 security operations monitoring. This helps Edina Public Schools meet its cybersecurity, privacy, and operational requirements while positioning the District for long-term success.

# Solution Overview

## PowerSchool Allovue

**Allovue** is an innovative education finance platform that maximizes student outcomes while working seamlessly with our core ERP module. This advanced budget suite helps your educators and other stakeholders actively participate in the budgeting process through the Allovue Allocate, Budget, and Manage features:

**Allocate**

Our solution demystifies resource allocation to encourage equity and build trust across the K-12 ecosystem. You can use Allovue to create school resource allocations based on the needs of your educators, students, and community.

**Budget**

Budgeting is often disconnected from strategic planning. Allovue brings these processes together for a spending plan that is collaboratively built and strategically sound.

**Manage**

Often, the hardest part of managing a budget is putting it into action. Allovue makes budgeting a continuous process where everyone can monitor actual year-round spending in alignment with your budget.

This suite of innovative finance software tools is designed to help K-12 organizations manage resources efficiently and equitably. You can:

- Create school resource allocations based on the needs of your educators, students, and community
- Build budgets that are aligned with goals
- Track actual year-round spending in alignment with your budget

At its core, Allovue helps you fund your schools in a way that is consistent with your values. By showing real-time highlights and spending trends, **it simplifies monitoring schools' resource use throughout the year**. In addition, Allovue assists leaders with strategic budgeting and expense assessment.

# eFinancePlus

Empowering K-12 districts with integrated finance, HR, and time management—real-time insights, streamlined operations, and smarter decisions.

eFinancePlus streamlines complex K-12 administration processes to make your operations easier and more efficient. Our integrated finance and HR system was designed specifically for K-12 with built-in finance and talent workflows. Centralize multiple budgets, manage unique HR decisions, and process complex payments in one place while ensuring compliance with changing regulatory requirements. Easy-to-read visualizations and dashboards give your teams visibility into current financial and HR analytics, helping you move faster and make data-informed decisions.

# TimeClock Plus

Simplify time tracking, streamline payroll, and empower staff with flexible, accurate workforce management.

TimeClock Plus automates and simplifies time tracking for your entire staff. With TimeClock Plus, you can:

- Manage complicated payroll situations. You can manage hours, exceptions, and attendance from a single, user-friendly application that ensures your teams get paid accurately and on time.
- Choose between multiple timekeeping options. With our solution, you can mix and match biometrics, badge readers, thermal sensors, and more to create the ideal experience for your workforce. Moreover, you can deploy a mobile solution on employee phones or use a workplace tablet as a functional time clock.
- Improve access to critical data. Our solution allows you to customize dashboard widgets based on the most critical data for each department. With a few simple clicks, managers can approve hours, check leave requests, monitor overtime, and stay abreast of key employee data without running reports.



# Applicant Tracking

Simplify hiring with an all-online workflow and seamless candidate experience.

Applicant Tracking delivers a modern candidate experience that simplifies job discovery and application through interactive maps, advanced filters, and quick-apply options. Districts benefit from increased visibility with automated job postings to SchoolSpring and Indeed, and integrated tools like Candidate Assessment and Spark Hire Video Interviewing support efficient screening. Onboarding is seamlessly assigned at the point of hire through integration with Employee Records, while self-service customization empowers districts to tailor applications, workflows, and communications to meet their unique needs.

# Employee Records

Digitize HR processes to streamline onboarding and employee management.

Employee Records digitizes HR processes, allowing districts to create and assign electronic forms for onboarding, contracts, and other lifecycle events. Real-time tracking and automated reminders ensure timely completion, while customizable workflows and forms support district-specific needs. The platform helps reduce administrative burden and ensures a smooth, accurate onboarding experience for new hires.

# Perform

Simplify evaluations and amplify impact with tailored feedback and development.

PowerSchool Perform provides a comprehensive platform for evaluating and supporting all staff members through growth-focused activities. Districts can incorporate observations, walkthroughs, goal setting, self-assessments, and reflections into a collaborative environment that promotes continuous improvement. The system is highly flexible, allowing districts to personalize evaluation frameworks and configure forms, rubrics, and workflows to meet local or state-defined standards. Real-time analytics turn feedback into actionable insights, and integration with Professional Learning enables targeted development based on performance data.

# PowerSchool In Action

Our proposal clearly demonstrates the benefits of using our proposed solution. To further highlight its strength and value, we are providing the following videos:



**Perform**

https://bit.ly/4guOTx4



**Applicant Tracking**

https://bit.ly/3R0aMtO



**Allovue**

https://bit.ly/3SPoq3r

# Our Commitment to Your Success

PowerSchool's Finance and Human Capital Management solutions help Edina Public Schools advance its mission of delivering educational excellence while ensuring the effective and efficient use of financial and human resources in support of student success. eFinancePlus and Allovue provide a connected financial ecosystem that enables Edina Public Schools to align resources with strategic priorities, strengthen financial stewardship, increase transparency, and make data-informed decisions that support operational excellence and equitable outcomes for each and every student. These capabilities directly support Edina Public Schools's commitment to effective resource management, continuous improvement, and accessible financial reporting for its school community.

Building on Edina Public Schools's existing investment in PowerSchool solutions, TimeClock Plus, Applicant Tracking, Employee Records, and Perform provide an integrated approach to attracting, supporting, developing, and retaining the high-quality staff essential to achieving the District's strategic vision. These solutions streamline workforce administration, modernize recruiting and onboarding, and empower leaders with tools to foster continuous professional growth, performance development, and accountability. By reducing administrative burden and providing data-driven insights across the employee lifecycle, PowerSchool helps Edina Public Schools strengthen professional excellence, support staff wellness and belonging, recruit and retain diverse talent, and cultivate leadership throughout the District. Edina Public Schools already leverages several of these PowerSchool solutions, creating a seamless foundation for continued innovation, operational efficiency, and long-term success.

# Submission Worksheet

PowerSchool has provided the Submission Worksheet as a separate attachment.

# Functional System Requirements

## Finance

### General Ledger

eFinancePlus provides a comprehensive fund accounting-based General Ledger with support for multi-fund accounting, chart of accounts management, journal entries, audit trails, fiscal year processing, encumbrance accounting, and GASB-compliant financial reporting.

### Budgeting

The solution includes integrated budgeting capabilities supporting budget development, forecasting, position control integration, budget transfers, approvals, what-if analysis, and multi-year budget planning. Budget data flows seamlessly into financial reporting and expenditure control processes. Complementing the ERP, the Allovue Budget Suite enables collaborative budget development, strategic resource allocation, staffing and scenario planning, and year-round budget monitoring using real-time financial data synchronized from eFinancePlus, helping districts align spending decisions with organizational priorities.

### Accounts Payable

eFinancePlus supports the complete accounts payable lifecycle, including invoice entry, approval workflows, voucher processing, vendor management, ACH/electronic payments, check processing, 1099 reporting, and payment audit tracking.

### Purchasing

The system provides end-to-end purchasing functionality, including requisitions, purchase orders, approval routing, encumbrance management, vendor catalogs, receiving, contract tracking, and procurement controls designed specifically for K-12 school district operations.

### Asset Management

eFinancePlus includes fixed asset management capabilities for tracking asset acquisition, depreciation, transfers, disposals, inventory control, asset lifecycle management, and reporting to support accounting and audit requirements.

### Grants Management

The solution supports grant budgeting, expenditure tracking, grant compliance monitoring, reporting by grant/program, and management of federal, state, and local funding sources.

### Bank Reconciliation

eFinancePlus provides bank reconciliation functionality, including automated matching, reconciliation processing, cash management, outstanding transaction tracking, and reconciliation reporting to improve accuracy and efficiency.

### Financial Reporting

The solution includes comprehensive financial reporting with standard reports, ad hoc reporting, dashboard analytics, budget-to-actual analysis, state reporting support, audit reports, and export capabilities to Excel and other formats.

# Human Resources

PowerSchool's proposed Human Capital Management and Talent solutions address the required functions of **Employee Records, Position Control, Benefits, Recruiting, Onboarding, Performance Management**, and **Payroll** through an integrated platform designed specifically for K-12 organizations.

### Employee Records & Onboarding

Employee Records supports onboarding, employee record management, contracts, annual forms, staff changes, and offboarding through secure, paperless workflows.

### Position Control

eFinancePlus includes a fully integrated Position Control solution that enables districts to:

- Create, manage, and track authorized positions and FTE allocations.
- Align staffing decisions with approved budgets and organizational plans.
- Monitor filled, vacant, and proposed positions in real time.
- Prevent or warn against overfilling positions based on District configuration.
- Support position requests, transfers, and approvals through workflow processes.
- Maintain employee position history and staffing records.
- Integrate position data with budgeting, payroll, human resources, and reporting functions.
- Support personnel budgeting and workforce planning activities.

## Benefits Administration

eFinancePlus includes comprehensive benefits administration capabilities that allow districts to:

- Manage employee benefit plans and eligibility rules.
- Administer medical, dental, vision, life, disability, and other benefit programs.
- Maintain employee enrollment and dependent information.
- Support employer and employee contribution calculations.
- Integrate benefit deductions directly with payroll processing.
- Track Affordable Care Act (ACA) compliance requirements and reporting.
- Manage benefit history and audit trails.
- Provide employee self-service access through the Employee Access Center for viewing and maintaining benefit-related information.
- Produce standard, regulatory, and ad hoc reports related to benefits administration and compliance.

## Recruiting

Recruiting and hiring activities are managed through PowerSchool Applicant Tracking, which streamlines the entire hiring process from job posting through selection and hire.

## Performance Management

PowerSchool's Perform provides a comprehensive set of evaluation tools, goal setting, growth plans, self-assessments, peer reviews, and transparent scoring to support employee development and accountability. PowerSchool's solution provides District leaders with meaningful workforce data, reporting, and analytics to improve efficiency, staff engagement, compliance, and retention. Robust reporting and analytics provide District leaders with actionable workforce insights to improve compliance, operational efficiency, employee engagement, and retention.

## Payroll

eFinancePlus Payroll is a fully integrated payroll and human resources solution designed specifically for K-12 school districts. The payroll module works in conjunction with Human Resources, Position Control, Benefits Administration, Time & Attendance, Employee Self-Service, and General Ledger to provide a complete employee compensation and workforce management platform.

# Payroll

## Payroll Processing

eFinancePlus supports comprehensive payroll processing for all employee types, including salaried, hourly, contract, substitute, supplemental, and extra-duty staff. The system manages multiple payroll calendars, bargaining units, pay frequencies, contract pay calculations, overtime, stipends, and retroactive pay adjustments. Payroll transactions are fully integrated with Human Resources, Position Control, Budgeting, and General Ledger functions to ensure accurate labor costing and financial reporting.

## Tax Management

eFinancePlus automates payroll tax calculations and compliance reporting at the federal, state, and local levels. The system supports tax withholding administration, W-2 processing, W-2 corrections (W-2C), ACA compliance reporting, retirement reporting, and maintenance of payroll tax history. Automated calculations and reporting tools help districts maintain compliance with changing regulatory requirements while reducing manual effort.

## Direct Deposit

eFinancePlus supports direct deposit processing, allowing employees to receive payroll payments electronically. Employee banking information can be securely maintained within the system, and payroll processing workflows generate electronic payment files for participating financial institutions. Through the Employee Access Center (EAC), employees can access payroll information, including pay statements and compensation history, reducing administrative workload and paper-based processes.

## Garnishments

eFinancePlus manages a wide range of payroll deductions, including court-ordered garnishments, child support payments, tax levies, retirement contributions, benefit deductions, and voluntary deductions. The system automates deduction calculations, maintains deduction histories, and ensures garnishments are processed consistently within payroll cycles while preserving compliance with applicable regulations.

## Leave Tracking

eFinancePlus provides integrated leave management capabilities through its Human Resources, Employee Access Center, and Employee Timesheets functionality. Districts can track employee leave balances, accruals, usage, and requests for various leave types, including sick, vacation, personal, and other District-defined leave categories. Employees can view balances and submit leave requests

electronically, while administrators maintain visibility into leave activity and payroll impacts. Leave data is integrated with payroll processing to ensure accurate compensation and absence reporting.

Additionally, our Absence Management system, **SmartFind Express** (offered at an additional cost), can handle leave for employees needing a substitute, and **TimeClock Plus** can be used to track leave for hourly staff.

# Minnesota ERP Clients

Vendor shall provide a complete list of current or former Minnesota ERP clients between July 1, 2019, and May 30, 2026.

- District Name
- Go-Live
- Modules Implemented
- Termination Date (if applicable)

PowerSchool's customer list, including any termination information, is considered confidential. This policy is based on our desire to respect the privacy and confidentiality of our customers, the restrictions outlined in our PowerSchool Licensed Product and Services Agreement, and applicable state and local laws preventing said disclosures.

PowerSchool recognizes the need for potential customers to have references to reach out to obtain factual information concerning ERP and PowerSchool-related services. Therefore, the required references are included in the submission."

The following is a list of some Minnesota schools and districts that utilize Allovue, eFinancePlus, or both.

| School/District | Student Enrollment |
|---|---|
| Rochester School District 535 | 17,149 |
| Edina Public School District 273 | 8,883 |
| Stillwater School District 834 | 8,569 |
| Saint Louis Park Independent School District 283 | 4,320 |
| Lakeville Independent School District 194 | 12,001 |
| Forest Lake School District 831 | 5,794 |
| Cambridge-Isanti School District 911 | 4,821 |
| Richfield School District 280 | 3,989 |
| Columbia Heights Public Schools Independent School District 13 | 3,340 |
| Orono Independent School District 278 | 3,000 |
| Randolph School District 195, unchecked | 915 |
| Intermediate School District 917 | 792 |

# Security

# Cybersecurity Incident Disclosure

For each cybersecurity incident **between 7/1/2021 – 5/30/2026**

- Date
- Nature of event
- Impact
- Number of clients affected
- Remediation actions

PowerSchool experienced a security breach to one of its applications. On December 28, 2024, PowerSchool became aware of a cybersecurity incident involving unauthorized exfiltration of personal information from certain PowerSchool Student Information System (SIS) environments through a customer support portal. The incident was contained, and PowerSchool did not experience any operational disruption and continued to provide services as normal to our customers. Moreover, no other PowerSchool application was impacted. Since that incident, PowerSchool has strengthened its security policies and practices.

- **Date:** December 28, 2024 (date of awareness)
- **Nature of Event:** Unauthorized exfiltration of personal information via a customer support portal affecting certain PowerSchool SIS environments
- **Impact:** Contained incident; no operational disruption; services continued as normal; no other PowerSchool applications impacted
- **Number of Clients Affected:** Limited to certain PowerSchool SIS customers; specific details available to authorized parties under NDA
- **Remediation Actions:** Incident contained; security policies and practices strengthened following the event

Additional details regarding disclosed cybersecurity incidents can be made available to authorized parties under appropriate confidentiality protections.

# SOC 2 Type II

Current SOC 2 Type II report
- Date of audit
- Auditing organization
- Scope of certification
- Summary of findings

PowerSchool maintains a current SOC 2 Type II report covering the proposed applications and supporting hosting environments:

- **Date of Audit:** July 1, 2024 – June 30, 2025
- **Auditing Organization:** A-LIGN, an independent third-party audit firm accredited to perform SOC 2 examinations
- **Scope of Certification:** Covers the Trust Services Criteria (Security, Availability, and Confidentiality) applicable to the proposed applications and their hosting environments
- **Summary of Findings:** Detailed in the report; PowerSchool addresses any identified observations through its established remediation and continuous improvement processes

PowerSchool has completed fieldwork for the 2026 audit cycle, with the updated SOC 2 Type II report expected to be available in August 2026.

PowerSchool utilizes an online Vendor Security Management Platform (Whistic) to provide customers with access to PowerSchool's security profile, which includes our SOC 2 reports. Access to this online security profile is available to customers upon request. It requires the customer to accept a non-disclosure and confidentiality agreement, as the security collateral contains proprietary and confidential information.

# Security Practices

PowerSchool's security program is built on an Information Security Management System (ISMS) certified to ISO/IEC 27001:2022, which governs how security risks are identified, managed, and mitigated across the software development lifecycle.

## Secure code review

Code is reviewed through a combination of peer review and automated static application security testing (SAST) integrated into the development pipeline. Secure coding practices are guided by industry standards such as the OWASP Top 10.

## Dependency scanning

Software composition analysis (SCA) tools are used to continuously scan third-party libraries and open-source dependencies for known vulnerabilities, with remediation prioritized based on severity.

## Vulnerability testing

PowerSchool conducts ongoing static, dynamic, and infrastructure vulnerability scanning across applications and cloud environments, with findings prioritized and remediated under the PowerSchool Common Vulnerability Exposure (PSCVE) Framework and defined SLAs.

## Penetration testing

Independent third-party penetration testing is conducted at least annually against PowerSchool's hosted environments and applications. Findings are tracked to remediation through PowerSchool's vulnerability management program.

# Infrastructure & Hosting Architecture

## Hosting Environment

PowerSchool's proposed solutions are hosted within secure, enterprise-grade cloud environments designed to support scalability, availability, security, and operational resilience. The hosting environment incorporates leading cloud providers, geographically distributed infrastructure, and redundancy measures to support reliable service delivery.

### Cloud provider(s)

PowerSchool's proposed solutions are hosted within industry-leading cloud environments, including Microsoft Azure, Amazon Web Services (AWS), and Render (Platform-as-a-Service). These platforms provide secure, scalable, and resilient infrastructure to support application availability, performance, and operational reliability.

### Data center locations

PowerSchool utilizes multiple state-of-the-art data center facilities geographically dispersed across the continental United States, ensuring data localization remains within the continental U.S.

### Geographic redundancy

The proposed solutions leverage geographically separated infrastructure and secondary locations to support redundancy, resiliency, backup, and disaster recovery objectives. Redundancy capabilities vary by product architecture and hosting platform, but are designed to support service continuity and reduce the impact of localized infrastructure disruptions.

# Database Architecture

PowerSchool maintains a resilient database architecture supporting the proposed applications.

## Database platform

The proposed applications utilize industry-standard relational and cloud-native database platforms appropriate to each application's design and hosting environment (Azure, AWS, and Render). Databases are hosted within secure, access-controlled cloud environments and managed under PowerSchool's operational and security standards.

## Replication strategy

Databases are configured with replication across availability zones within the hosting region to support data durability, redundancy, and failover. Backups are performed on a regular schedule and retained in accordance with PowerSchool's data retention and recovery standards.

## High availability design

PowerSchool leverages state-of-the-art data center facilities with multiple layers of redundancy across compute, storage, and network. Virtual systems automatically migrate from failing hardware to healthy hosts, SSD-backed storage is configured to eliminate single points of failure, and internet connectivity is delivered through multiple redundant Tier-1 providers to ensure high availability and low-latency performance.

# Backup & Recovery

PowerSchool's vendor-hosted solutions utilize tested backup and recovery processes to support business continuity and operational resilience.

The following processes are regularly tested and validated as part of PowerSchool's business continuity and disaster recovery program, and customers are notified of significant events and recovery status updates.

## Backup frequency

Multiple backup and recovery mechanisms are used based on product requirements, including transaction log backups to support point-in-time recovery (PITR) and replicated database backups stored in secondary locations for redundancy.

### Retention schedule

- **eFinancePlus:** Daily (30 days), Weekly (4 weeks), Monthly (12 months), Annual (10 years)
- **Talent Management** (Perform, Applicant Tracking, Employee Records, SchoolSpring Job Board)**:** Every 3 days (90 days) with hourly log backups
- **Allovue:** Daily (7 days)

### Recovery Point Objective (RPO)

In disaster recovery scenarios, the targeted RPO is up to 24 hours.

### Recovery Time Objective (RTO)

In disaster recovery scenarios, the targeted RTO is up to 48 hours to have all customers back online following a declared disaster.

# Disaster Recovery

As part of our commitment to ISO 27001 compliance, PowerSchool maintains a comprehensive Business Continuity and Disaster Recovery (BCDR) policy that outlines procedures and processes for recovering services in the event of disruptions to regular business operations. The BCDR policy covers the restoration of personnel, infrastructure, and internal/external dependencies for any event that impacts regular business operations.

PowerSchool's corporate operations are distributed across multiple locations to provide additional redundancy, and Hosting infrastructure operates independently of corporate networks to ensure reliable customer support during disruptions.

### DR architecture

PowerSchool leverages a cloud computing environment that stores and replicates system data across multiple geographically distinct data centers within an Availability Zone. Each data center is separated within a metropolitan area and features layered redundancy at the systems, networking, power, and cooling levels to support high-availability infrastructure services.

## Failover process

PowerSchool uses extensive automation to enable prompt restoration in the event of a disruption. Hosting systems can be restored in any data center within the Availability Zone using replicated data, and DNS is managed at the perimeter edge to redirect application traffic to an operational data center. In the event of a significant incident, PowerSchool restores services in a secondary location, updates public DNS records, and notifies customers via email with details of the event and targeted recovery time.

## Testing schedule

PowerSchool's BCDR procedures and processes are tested annually to validate recovery procedures, confirm operational readiness, and identify opportunities for continuous improvement.

# Application Development & Deployment

## Source Code Management

PowerSchool maintains a formal source code management program supporting secure development and release of the proposed applications.

### Repository platform

PowerSchool uses industry-standard source code management platforms (e.g., Git-based repositories) hosted in secure, access-controlled environments. Repository access is restricted to authorized personnel and governed by role-based permissions and multi-factor authentication.

### Ownership

All source code for the proposed applications is owned and maintained by PowerSchool. Source code is treated as proprietary and confidential intellectual property, protected under PowerSchool's information security and access control policies.

### Branching strategy

PowerSchool follows a structured branching strategy that separates development, testing, and production code lines. Changes progress through defined environments (e.g., development, QA, staging, production) with required code review, automated testing, and approval gates prior to release

### Source Code Escrow

PowerSchool does not offer source code escrows for PowerSchool applications. For its software-as-a-service hosted solutions, PowerSchool offers the customer the right to request and receive data transfer of their customer data in a commonly used format.

# Deployment Process

PowerSchool will assign a Project Manager to lead the implementation, maintain regular communication with Edina Public Schools's project sponsor and project manager, coordinate scope, schedule, risks, and status reporting, and guide project team working sessions for configuration, training, testing, and go-live readiness.

The implementation follows a structured methodology that includes kickoff and planning, configuration and data migration, testing and user acceptance, training, cutover, go-live support, and project closeout. PowerSchool provides project collateral, status updates, session notes, training materials, and a closeout summary to support governance and timely decision-making.

During implementation, PowerSchool and Edina Public Schools will jointly validate requirements, confirm configuration decisions, complete data imports, perform testing and UAT, and obtain customer signoff before launch. Edina Public Schools will identify a project lead, IT/data support, adoption lead, and additional subject matter experts to support decisions and deliverables.

## Development/Production environment

PowerSchool establishes and maintains the hosted production environment within secure, access-controlled cloud infrastructure. Production access, configuration changes, integrations, and data loads are governed by role-based permissions, approved deployment procedures, and release readiness controls to protect system integrity and support a stable go-live.

- **Environment setup:** PowerSchool establishes the hosted production environment and completes initial configuration activities required to make the solution available.
- **Configuration:** approved configuration decisions are applied to the environment, including module settings, security roles, workflows, authentication requirements, and applicable integrations or data exchange set-up.
- **Data migration/imports:** PowerSchool and Edina Public Schools coordinate data templates, extracts, imports, validation, and correction cycles to ensure migrated data is accurate and complete before launch.
- **Validation and testing:** PowerSchool conducts the internal review, and Edina Public Schools completes UAT to confirm configured processes, permissions, data, integrations, and reporting operate as expected.
- **Release readiness:** open items, risks, training completion, support procedures, and launch criteria are reviewed before Edina Public Schools provides formal go-live approval.
- **Cutover:** final pre-launch activities are completed, production access is confirmed, final data loads or configuration updates are applied, and users are prepared for launch.
- **Go-live and stabilization:** PowerSchool supports the launch, monitors initial usage and reported issues, and helps resolve questions or defects identified during the stabilization period.

- **Support transition:** after project closeout, Edina Public Schools is transitioned to PowerSchool Support, PowerSchool Community, Customer Success, and standard support channels for ongoing assistance.

### Test environment

At this time, PowerSchool does not offer a separate sandbox or non-production environment for testing or training purposes. All configuration review, validation, and training activities are conducted within the production environment using structured, vendor-led guidance and best-practice methodologies to ensure accuracy, security, and readiness for go-live.

### Release process

PowerSchool follows a controlled software release process that includes planning, development, code review, quality assurance testing, security validation where applicable, release approval, deployment during approved maintenance windows, and post-release monitoring. Customer-facing updates are communicated through standard release notes or customer notifications as appropriate.

# Change Management

PowerSchool maintains a formal change management program governing releases, emergency changes, and rollback procedures across the proposed applications, aligned with PowerSchool's security framework based on ISO 27001:2022.

### Release Schedule

Application updates and releases follow a documented release cadence, with planned maintenance windows communicated to customers in advance. Release notes are published for each update to inform customers of new features, enhancements, and fixes.

### Emergency Release Process

For urgent issues (e.g., critical security patches or production-impacting defects), PowerSchool follows an expedited change management process that includes impact assessment, approval by authorized change reviewers, testing where feasible, and customer notification as appropriate.

### Rollback Procedures

All production changes include documented rollback procedures. In the event a release introduces an unexpected issue, PowerSchool can revert to the prior stable version to restore service, followed by root cause analysis and remediation before redeployment.

# Sub-Processors

## Current Sub-Processors

- Company Name
- Service Provided
- Data Shared
- Storage Location
- Security Certifications

PowerSchool maintains a current list of sub-processors used to deliver the proposed applications. The following sub-processors support the solution:

**Microsoft Azure**

- **Service Provided**: Cloud hosting and infrastructure services
- **Data Shared:** Customer application and operational data processed within hosted environments
- **Storage Location:** U.S.-based Azure regions
- **Security Certifications:** ISO 27001, ISO 27017, ISO 27018, SOC 1/2/3, and others

**Amazon Web Services (AWS)**

- **Service Provided:** Cloud hosting and infrastructure services
- **Data Shared:** Customer application and operational data processed within hosted environments
- **Storage Location:** U.S.-based AWS regions
- **Security Certifications**: ISO 27001, ISO 27017, ISO 27018, SOC 1/2/3, and others

**Snowflake**

- **Service Provided**: Cloud data storage and analytics platform
- **Data Shared:** Customer data processed for reporting, analytics, and data warehousing
- **Storage Location:** U.S.-based regions
- **Security Certifications:** ISO 27001, SOC 1/2, PCI DSS, HIPAA

**Render**

- **Service Provided:** Platform-as-a-Service (PaaS) hosting for Allovue
- **Data Shared:** Customer application and operational data processed within the hosted environment
- **Storage Location:** U.S.-based regions
- **Security Certifications**: SOC 2 Type II

An up-to-date list of sub-processors, including any additions or changes, is maintained by PowerSchool and made available to customers under the applicable data processing agreement. Customers are notified of material sub-processor changes in accordance with contractual terms.

# Requirements/Standards

PowerSchool applies consistent standards to sub-processors supporting the proposed applications, based on PowerSchool's security framework aligned with ISO 27001:2022.

## Data transmission methods

Data is transmitted using industry-standard secure protocols (TLS) over authenticated, encrypted channels, including secure APIs for sub-processor data exchange.

## Encryption standards

Customer data is encrypted in transit (TLS) and at rest (AES-256 or equivalent) across all proposed applications and supporting sub-processor environments.

## Monitoring controls

PowerSchool maintains continuous monitoring, logging, and alerting across its hosted environments. Sub-processors provide independently audited monitoring controls validated through their SOC 2 and ISO 27001 certifications.

## Vendor risk management procedures

PowerSchool maintains a formal vendor risk management program that includes security assessments, review of independent audit reports, contractual data protection obligations, and periodic reassessment of sub-processors.

# Data Ownership & API Access

## Required Features

### District shall retain full ownership of all data

All data within the platform remains the property of and is solely owned and controlled by the customer. PowerSchool receives data from its customers and their authorized users. and processes that data on behalf of the customer as a data processor. PowerSchool's processing is strictly controlled by the customer through contractual obligations, including data privacy agreements or privacy impact assessments.

PowerSchool acknowledges that Customer retains full right and ownership to and control of all of their data, which includes User-provided or User-generated content (such content not encompassing any modifications to PowerSchool's Pre-existing Intellectual Property), unless such rights are specifically granted to PowerSchool in a writing signed by Customer and the User(s) or, if the User(s) is a minor child, by the child's parent/guardian.

### Unrestricted access to all District-owned data

Authorized District users have access to District-owned data through the application interfaces and standard reporting tools. Access is governed by role-based permissions configured and managed by the District.

### Ability to export data at any time

PowerSchool eFinancePlus provides flexible data export capabilities, allowing authorized users to export financial, payroll, HR, and operational data on demand.

### No restrictions on third-party integrations

PowerSchool eFinancePlus is vendor-agnostic and supports integration with third-party applications through flexible data exchange capabilities, allowing districts to work with the solutions that best meet their needs without vendor-imposed restrictions.

### Ability for District to grant API access to any third-party vendor*

Supported within the PowerSchool ecosystem. The Talent solutions (Perform, Applicant Tracking, Employee Records, and SchoolSpring Job Board) do not currently provide external API access for integrations with third-party applications.

# APIs

## API documentation

eFinancePlus includes documentation regarding the internal API's use for the integration between our Talent (Perform, Applicant Tracking, Employee Records, and SchoolSpring Job Board) and eFinancePlus systems.

## Rate limits

This is not applicable as the API is used for internal data exchange.

## Authentication methods

eFinancePlus internal APIs use OAuth 2.0 authentication with bearer tokens transmitted through HTTPS. Client credentials, scopes, access tokens, and authorization controls are supported to ensure secure access to approved API resources.

## Export capabilities

eFinancePlus supports data exports through standard reporting tools, scheduled extracts, flat-file exports, SFTP-based transfers, and integration services. Data can be extracted from finance, payroll, human resources, budgeting, purchasing, and other ERP modules as permitted by security and licensing configurations.

# Integrated Time Clock

## Integrated Time Clock

PowerSchool eFinancePlus integrates with TimeClock Plus (TCP) to provide a comprehensive time and attendance solution that supports mobile time entry, geofencing, supervisor approvals, payroll integration, and robust reporting capabilities. Approved employee time flows directly into eFinancePlus Payroll, eliminating duplicate entry, improving accuracy, and streamlining payroll processing.

### Mobile capabilities

Employees can clock in/out, submit time, and manage attendance through mobile-enabled access.

### Geofencing

TCP supports location-based controls to help ensure employees are clocking in from authorized locations.

### Supervisor approvals

Configurable workflows route timecards to supervisors for review and approval prior to payroll processing.

### Payroll integration

Approved time records integrate directly with eFinancePlus Payroll for accurate wage and leave calculations.

### Reporting capabilities

Real-time dashboards and reports provide visibility into attendance, labor costs, leave balances, and workforce trends.

### Hardware requirements

TCP supports web browsers, mobile devices, and optional physical time clocks, allowing districts flexibility in deployment.

# Implementation Plan

# Implementation Management Team

## Project Manager (District's primary point of contact)

Every PowerSchool project adheres to the methods of the Project Management Institute. Our implementation approach focuses on achieving the District-defined objectives by delivering quality services that maximize resources effectively and efficiently during planning, development, and implementation. Our comprehensive plan organizes product and project teams to meet various key requirements, including dedicated on- and off-site resources, subject matter expertise, demonstrated technical capability, direct relevant experience and local knowledge, and assistance with managing cultural changes related to the rollout of the new system.

Using lessons learned from previous engagements, our proposed implementation strategy emphasizes bringing the right people together to focus on the real implementation issues, leading them to reach agreements on these issues and taking corrective action to support successful implementation. It also involves preparing and equipping District end users to be effective in the new environment.

Using PowerSchool's best business practices, our structured implementation plan methodology is designed to implement new solutions effectively. PowerSchool Professional Services creates customized plans that identify needs and establish the appropriate training, implementation, support requirements, and timelines. PowerSchool works with Edina Public Schools to select staff to establish an effective training and learning environment. This methodology results in optimal knowledge transfer and assists in developing self-sufficiency, critical elements in successful implementation.

### Project Artifacts and the RACI Model

Project artifacts are important drivers for PowerSchool implementations that help drive expected work, communication, and serve as record for completed items. The PowerSchool project manager utilizes the RACI model when determining core responsibility for major deliverables, as well as documenting assigned resources to main components of each work breakdown structure. It is important that, together, we drive out who will contribute and sign off on the component solution design, build, testing results, and other main items within each phase within gates.

PowerSchool will assume responsibility/accountability for most deliverables and activities proposed by Edina Public Schools. We have extensive experience driving SIS implementations to success, and the project will be most successful with Edina Public Schools directly involved to understand, consult, influence, and agree on each as the project moves forward. Our method will work to move the ownership of the deployed solution to Edina Public Schools and much of the success is dependent upon continual direct involvement as well as ownership throughout the project of key identified business owners, stakeholders, and leadership.

PowerSchool would like to negotiate a consulted/assistive role for the following items. Based on our experience implementing PowerSchool, we believe that Edina Public Schools is best served to take responsibility for the work and accountability, or we are noting partial responsible/accountable role.

- **Staffing Plan.** PowerSchool will create a staffing plan for supplied project resources as well as advise Edina Public Schools of suggested roles, responsibilities, and needs. Edina Public Schools will need to complete staffing plans for their own resources.
- **Communication Plan.** PowerSchool will provide communication planning, activities, and artifacts for the PowerSchool deployment project and connected stakeholders. For communication planning to end users and community, Edina Public Schools will assume responsibility and accountability with PowerSchool, providing consulting for information to communicate regarding product features and project status.
- **QA and Testing Plan.** PowerSchool will assume responsibility/accountable for test planning, execution, documentation, and completion approval for PowerSchool built integrations and product tailoring only.
- **Detailed Change Management Plan and Organizational Management Plan.** As part of the PowerSchool implementation, we will work with Edina Public Schools staff to analyze and align processes, identify system issues, and assist with a process plan for moving forward, however, the District should maintain lead involvement throughout this process and lead the organizational change that results from the process.
- **Development Environment.** PowerSchool will be responsible for Product Tailoring/Customization environment only.
- **Functional Unit Testing.** PowerSchool will test all customizations that we develop. Any functional abilities developed by Edina Public Schools staff will be tested by Edina Public Schools staff without PowerSchool accountability.

### Project Management Status Reports and Meetings

As part of the PowerSchool management of a project, status reports, both written and via team meetings, will occur. The following describes the PowerSchool status report process:

PowerSchool weekly status reports address important issues affecting Edina Public Schools and provide the information needed to maintain close oversight. Each report will include information on such items as the following:

- Status of tasks in progress as compared to the baseline schedule.
- Unanticipated difficulties and proposed solutions.
- Discussion of unresolved topics.
- Decisions needed from Edina Public Schools.
- Feedback from stakeholders.
- Preparations for upcoming tasks/events.
- Potential impact of specific actions.
- Anticipation of key decisions and issues affecting those decisions.
- Invoicing information, including those scheduled for submission, those previously submitted, and their current status.



## Julie Stremski, PMP

# Project Manager

## Profile

Julie has six plus years' experience in PowerSchool Talent project management and customer success. She is a creative problem solver and team-driven leader with a strong ability to effectively communicate. Julie has experience working in the K-12 education sector, which allows her to understand the complex processes of education and work to create solutions for your needs.

## Experience

**PowerSchool, Senior Deployment Project Manager**
2020 to Present

- Defines the project's scope in collaboration with senior management and sales.
- Creates a detailed work plan identifying deliverables and activities needed to complete the project.
- Develops a timeline for the project that outlines deadlines and resources needed.
- Reviews projects weekly to identify any roadblocks and needed resources.
- Conducts training sessions with clients throughout the project.

**PowerSchool, Delivery Consultant**
2012 to 2020

**Hamilton County Department of Education, Human Resources Generalist**
2006 to 2011

**Key Skills:** Project Planning, Project Management, Customer Satisfaction, Staff Development, Microsoft Office, Strategic Planning, Training, Organizational Development, Leadership, Performance Management, and Recruiting.

## Education and Certifications

- **B.A., Liberal Studies**, University of Indianapolis

## Support team

PowerSchool is providing resumes for key project personnel as a sample of the breadth of knowledge and experience of our team. Please note that depending on the timing of the implementation or other circumstances, PowerSchool may need to replace these members with other suitable candidates. Although these individuals will have primary responsibility for the Edina Public Schools implementation project, additional PowerSchool Team Members may contribute to the implementation process as needed. Replacement of resources will not hinder the progress of the project and will occur in a seamless manner. If required by Edina Public Schools, PowerSchool will provide reasonable rights to approve any replacements or resource changes during contract term.



## Michael Schecher, PMP, RMP

# Director, Professional Services

## Profile

Michael is a detail-oriented professional with extensive experience implementing Talent Management, SIS, and LMS software systems for K-12 school districts. He manages a professional services team that implements PowerSchool software applications with high customer satisfaction.

## Experience

**PowerSchool, Director of Professional Services**
2024 to Present

**PowerSchool, Manager of Professional Services, Talent**
2020 to 2024

- Manages and leads a Professional Services Team for implementing HR software systems for K-12 clients.
- Interfaces with team members regularly to achieve corporate goals and enhance utilization. Provides coaching and performs quarterly evaluations.
- Provides monthly business summaries to multiple leadership levels and weekly revenue forecasts.

**Savvas Learning Company, Customer Success Manager**
2017 to 2020

- Worked to ensure customer success for SaaS clients utilizing learning management systems.

**Pearson, Portfolio Manager & Senior Project Manager**
1999 to 2017

**Key Skills:** Project Planning, Project Management, Customer Satisfaction, Business Analysis, Process Improvement, Team Management, MS Office Suite, Requirements Analysis, Integration, Visio, Agile Methodologies, Vendor Management, PMO, Software Documentation, Organizational Change Management, Financial Risk Management.

## Education and Certifications

- **M.S., Telecommunications**, IONA College
- **B.T., Electrical Engineering Technology**, Farmingdale State College
- **Project Management Professional (PMP)**
- **Risk Management Professional (RMP)**
- **Customer Success Management Certification**
- **PowerSchool Certification**



## Anna Kasieta

# Manager, Professional Services

## Profile

Anna has technical and customer-oriented skills that enable her to deliver training to customers at any level. Her goal is to provide knowledge to provide her customers the ability to be successful when implementing new products. Anna is responsible for managing projects, delivering content, and assisting customers in the setup of their products. She is a professional capable of working independently with little instruction, providing feedback to other full-time and contract trainers, understanding the global impact of customer education, and striving to make product training and professional development a success for the customer.

## Experience

### PowerSchool, Manager of Professional Services, Talent

April 2026 to Present

- Provide strategic leadership for the Implementation department, including vision, processes, standards, and scalable growth.
- Lead, mentor, and develop Implementation team members while overseeing performance, training, and resource management.
- Ensure operational excellence through budget oversight, policy compliance, product expertise, and effective project execution.
- Serve as a key liaison by communicating department needs, client concerns, and organizational priorities while fostering a positive, solutions-oriented team culture.

### PowerSchool, Supervisor, Professional Services

2023 to Present

- Drives team performance, prioritizes product issues, and ensures achievement of performance goals.
- Leads, coaches, develops, and manages employees, including performance management and annual reviews.
- Oversees staffing activities, including hiring and HR-related administrative responsibilities.
- Maintains customer satisfaction by addressing issues and leading regular team meetings and one-on-one sessions.

**PowerSchool, Application Specialist**
2020 to 2023

- Conducts onsite, remote, and group training events.
- Applies product knowledge and learning delivery methodology to provide high-quality product training services and professional education events.
- Partners with customers to analyze and resolve gaps in the customer practice and product functionality, including recommendations on business policies and strategies where applicable.
- Maintains a high level of knowledge and proficiency on company products, including new product releases and enhancements to existing offerings by working individually, reading available documentation, and interacting with cross-functional peers.
- Contributes to the continuous improvement of procedures and processes with a focus on increasing efficiency, improving quality and client satisfaction, and reducing risk.

**Kforce, Application Specialist**
2021 to 2023

**Infinite Campus, Training Specialist**
2014 to 2021

- Implementation Trainer, responsible for implementing multiple districts with over 200,000 students
- Determine District/State Processes and customize training to meet needs of the customer
- Identify State Reporting requirements and adjust training to incorporate those needs
- Training delivery to all staff (Teachers, Administrators, District/State Office Personnel, Counselors, Registrars/clerks)
- Customization of training materials to meet customer needs
- Customer Service and Support of software
- Onsite training, consultation, and support for large districts
- Management of expenses and timely submission
- Training and delivery of product in person and via webinar
- Managed a small group of trainers on large projects (8+ people) to coordinate and execute training in a consistent manner
- Work independently with little or no supervision

**Allen County Board of Education, Technology Coordinator**
2004 to 2014

**Applied Systems, Training Specialist**
1998 to 2003

**Key Skills:** Analytical Skills | Adobe Creative Suite | Business Analysis | Sales Presentations | Professional Services | Project Management Software | Attention to Detail | Data Analysis | Leadership | Team Building | Project Management | Presentation Skills | Training | Microsoft Office | SmartSheet | Salesforce | Jira | Customer Service | Software Documentation | Training Delivery

## Education and Certifications

- **University of Phoenix,** Information Technology
- **Lindsey Wilson College,** Business Management



## Erik Karlsson

# Principal Solution Consultant

## Profile

Erik has a strong background in both the educational and technical realms. He has instructed in secondary, university, and corporate classrooms. Erik has been a web programmer and manager of a global corporate intranet for an international mutual fund management organization. His tenure with PowerSchool includes over 10 years of implementation experience. This gives him unique insight into how to help PowerSchool customers succeed with their solution.

## Experience

### PowerSchool, Implementation consultant

2012 to Present

- Acts as project manager or assists PowerSchool Project Managers in tracking tasks related to PowerSchool projects.
- Works together with teams to identify gaps or opportunities to best solve with their new PowerSchool Unified Talent Solution.
- Trains teams on how to use their software.
- Supports client teams to build their PowerSchool solution to meet their needs.
- Provides support and consulting knowledge as the team brings their system online.

### TouchNet Professional Services, Implementation Lead

2007 to 2012

- Project manager, trainer, and implementation lead for higher-ed-focused payment software deployments.
- Worked closely with finance teams to integrate the TouchNet payment solution with the client's Accounts Receivables systems.

### AMVESCAP, Intranet Manager

1999 to 2005

**Key Skills:** Project Planning, Project Management, Customer Satisfaction, Software Implementation, Cross-Functional Collaboration, Talent Management Systems Expertise, Client Consulting, Solution Design, End-User Training, Enablement, System Configuration, Deployment Support, Process Improvement, Gap Analysis, Operational Readiness Support, and Financial Systems Integration.

## Education and Certifications

- **B.A., M.A. Communications**, Stephen F. Austin State University



## Justin Bunch

# Senior Strategic Solution Consultant

## Profile

Justin is an experienced professional in problem-solving, decision-making, and working under deadlines. He functions well as a team player and demonstrates a proven ability to work well independently, as warranted by project goals.

## Experience

### PowerSchool, Deployment Project Manager

*August 2018 to Present*

- Plan, manage, and executed the delivery of 20 to 30 projects per quarter
- Provide comprehensive and effective system owner and end-user training
- Customize the implementation process for each client by identifying customer needs and pain points, consulting with them on best practices, providing guidance, and offering solutions relating to their needs.
- Partner and advise customers on the right process and system workflows to optimize the value of the software
- Developed a standard, measurable, and effective implementation process
- Designed, developed, implemented, supported, and tested HR systems
- Troubleshoot, identify, and correct technical issues during implementation process
- Manages internal collaboration to support a seamless delivery of dependable, accurate, timely, and easy-to-use services

### PeopleAdmin, Customer Success Consultant

February 2017 to Present

### EAI Development Support, Systems Integrator

February 2012 to October 2016

- Webmethods Application – Adapters, Integration Server, MQ, Broker, MWS, Java, SQL Server, Linux, HTTP, Batching, XML, WSDL, Upgrades, SoapUI, SOA, Designer, API's, CVS
- Established integration between Mainframe, Oracle, SQL Server, CRM, EDI, TN, SPA Architecture, External Vendors

- Worked alongside architects for data and architecture designs – Visio Diagrams, SharePoint, Documentation
- Developed web services and API's for internal and external clients

**Key Skills:** CSS, SQL, Management, LINQ, Java, Web Development, Database Design, Programming, Web Applications, Customer Service, Software Development, Active Directory, Project Management, Education, Team Management, Technical Documentation, Training, Time Management

## Education and Certifications

- Centriq, Application Developer in C#.NET Program
- Maranatha Academy
- MidAmerica Nazarene University, Bachelor of Arts in Elementary Education, Athletic Training
- University of Kansas, Masters of Science in Education, Curriculum and Instruction



## Ron Veech

# Application Specialist

## Profile

Ron has more than 20 years of business experience working for Fidelity Investments, Citi Bank, and Sprint. He offers an effective combination of technical and tactical skills, which allows him to take complex technical concepts and make them understandable to everyday people. He excels at being a problem solver. Ron is responsible for delivering creative educational solutions for complex district and school needs. He is a professional capable of working independently with little instruction, providing feedback to other full-time and contract trainers, understanding the global impact of customer education, and striving to make product training and professional development a success.

## Experience

**PowerSchool, Senior Deployment Project Manager / Application Specialist / Trainer**
2012 to Present

- Conducts onsite, remote, and group training events.
- Applies product knowledge and learning delivery methodology to provide high-quality product training services and professional education events.
- Partners with customers to analyze and resolve gaps in the customer practice and product functionality, including recommendations on business policies and strategies where applicable.
- Maintains a high level of knowledge and proficiency on company products, including new product releases and enhancements to existing offerings by working individually, reading available documentation, and interacting with cross-functional peers.
- Contributes to the continuous improvement of procedures and processes with a focus on increasing efficiency, improving quality and client satisfaction, and reducing risk.

## Education and Certifications

- **B.A. Communications**, Western Kentucky University
- SmartFind Express Certified Solutions Associate
- Total Quality Improvement Certification

### Number of Minnesota-based support staff

While PowerSchool's proposed implementation team is not physically located in Minnesota, Edina Public Schools will benefit from a dedicated team of experienced ERP implementation, training, and support professionals located across the United States. Our distributed service model enables us to assign the most qualified resources to each project regardless of geography, providing access to specialized expertise that would not be limited by regional staffing availability.

PowerSchool successfully supports school districts and educational organizations throughout the United States through a combination of dedicated project management, remote collaboration tools, and structured implementation methodologies. Team members regularly work with districts across multiple states and are experienced in adapting to state-specific requirements, regulatory considerations, and local business practices. In addition, Edina Public Schools will have access to PowerSchool's broader organization of more than 1,000 Support, Services, and Customer Success professionals, ensuring continuity of service, escalation support, and subject matter expertise throughout the implementation and ongoing support lifecycle. When onsite engagement is required for project milestones, training, executive meetings, or critical issues, PowerSchool can provide in-person support and resources as needed.

This approach allows Edina Public Schools to receive consistent, responsive support from a highly experienced team while leveraging the depth and scalability of PowerSchool's national service organization.

### Number of ERP-dedicated support staff

There would be approximately six individuals working on the Edina Public Schools ERP implementation. These highly experienced resources are backed by PowerSchool's organization of more than 1,000 Support, Services, and Customer Success professionals, with onsite support available when needed.

# Implementation Plan

### Data Migration Strategy

PowerSchool and Edina Public Schools coordinate data templates, extracts, imports, validation, and correction cycles to ensure migrated data is accurate and complete before launch.

### Testing Strategy/Plan

PowerSchool conducts an internal review, and Edina Public Schools completes UAT to confirm configured processes, permissions, data, integrations, and reporting operate as expected.

### Cutover Plan

Final pre-launch activities are completed, production access is confirmed, final data loads or configuration updates are applied, and users are prepared for launch.

# Post-Implementation Plan

### Changes to contacts for support

PowerSchool utilizes a team-based support model to provide scalable, consistent, and responsive service across our customer base. As a result, customers are not assigned a dedicated Technical Support representative. However, if Edina Public Schools would like to work with a different support contact or has concerns regarding their support experience, they may submit the request through their Customer Success Manager (CSM). The CSM will partner with the Technical Support organization to review the request and coordinate an appropriate path forward to ensure continued support success and customer satisfaction.

### Process to report bugs

Authorized technical contacts can report bugs or other issues directly to our PowerSchool support team. The support representatives will investigate, troubleshoot, and document the problem for our engineers to resolve. Engineering will resolve the issue and merge the fix into a future production release. All releases undergo extensive testing to ensure compliance with functional, performance, and security testing. Upon successful completion of these tests, fixes are deployed to production environments.

Technical contacts needing additional assistance can request Support Services from the PowerSchool Support team by submitting an incident using one of the methods listed below:

- Submit a Case through the Customer Central Portal.
- Request support for a critical issue through telephone (866-434-6276).

### Process to request training

PowerSchool Talent Managed Services deliver continuous, proactive support centered on optimization, expert guidance, and long-term improvement. In contrast, Support Services are reactive in nature, engaging when issues arise or systems are not operating as expected. Post-deployment services, including Talent Managed Services and Support, can be delivered remotely to provide timely access to PowerSchool resources without requiring onsite presence.

# Ongoing Support

## Support Staffing

### Number of support personnel

With a growing team of over 1,000 Support, Services and Customer Success team members, PowerSchool is fully committed to meeting the full Services needs of Edina Public Schools. Our long and successful history in education has come by establishing and maintaining positive relationships with state departments of education, school districts, and their schools. To build trusting relationships, we establish clear expectations, maintain open communication, and deliver on time and within budget.

Benefits Include:

- **Knowledgeable Representatives.** Representatives who are familiar with Minnesota requirements and educational processes.
- **Extensive Online Community.** Our interactive online community offering resources, forums, and knowledge articles for all stakeholders, including parents.
- **Dedicated Customer Success Manager (CSM).** Dynamic account management for our award-winning K-12 software. Your CSM works in partnership with you to support your PowerSchool journey, serves as an advocate, provides knowledgeable, streamlined access to all aspects of PowerSchool, ensures feedback is timely and responsive, and helps develop strategies and best practices around the use of PowerSchool to help you achieve your strategic goals.
- **Exclusive Product Adoption Team.** An adoption team dedicated to your ongoing success through enhancing product adoption amongst end users.
- **Customer Advisory Groups.** Local, interactive groups where Edina Public Schools would have a voice in the greater community as well as future product enhancements.
- **Parent and Student Support.** With PowerSchool, even parents and students have access to support when they need it.

Support representatives approach each caller as an individual with specific needs and concerns while addressing each call thoughtfully and efficiently. Users can access support through a variety of convenient avenues, including:

- **PowerSchool Assistant.** PowerSchool's AI-powered support assistant specializes in providing fast and accurate answers to common questions, utilizing the combined knowledge available in PowerSchool's product documentation and our Support Knowledge Base.
- **PowerSchool Live Chat.** Prompt assistance is available from trained, knowledgeable Support representatives.
- **PowerSchool Case Portal.** Customers can send cases to the PowerSchool Support team for assistance. This online portal allows your designated Technical Contacts to not only view and track current cases, but also view historic cases for future reference.
- **PowerSchool Phone Support.** PowerSchool Phone Support is available to our customers for getting immediate assistance on P0/P1 issues (System outage or critical product issues).

### Number of Minnesota-based support staff

PowerSchool has three Minnesota-based support personnel and leverages a broader distributed support organization to provide scalable coverage, specialized expertise, and service continuity. Customers benefit from both local knowledge and the depth of a larger support organization.

### Number of ERP-dedicated support staff

PowerSchool provides support for Allovue and eFinance Plus through a team of professionals with expertise in these solutions. Support resources are aligned based on customer demand, case complexity, and service commitments, enabling access to the appropriate expertise while maintaining scalable coverage and service continuity.

# Support Performance Metrics

### Average response time

PowerSchool will make commercially reasonable efforts to ensure submitted cases are assigned the proper priority level. “Response Time” is the time it takes before a support agent makes initial contact with the individual who submitted the case. Except for Priority 0 cases, response times are calculated within Standard Support Hours.

| Severity | Targeted Response Time |
|---|---|
| **Priority 0 (Urgent)** | 1 business hour |
| **Priority 1 (Critical, must have)** | 4 business hours |
| **Priority 2 (Must have, not critical)** | 8 business hours |
| **Priority 3 (Nice to have)** | 2 business days |

### Average resolution time

PowerSchool agrees to provide prompt service for all requests. We will work with Edina Public Schools to promptly meet your support needs. Our world-class, professional Technical Support team provides expert advice on best practices, assistance with technical issues, and help with your solution.

With respect to software maintenance and technical support service level performance, PowerSchool has historical trends used to inform our performance and establish hiring needs. These trends include:

- Customer Satisfaction levels have exceeded 95% based on customer surveys. Average speed to answer has historically been three minutes or less.
- 70% of phone calls answered within 40 seconds of customer making the correct IVR selections.
- 80% of chats answered within 40 seconds once received in the chat queue.

- Response times will vary based on call load and time of the school year. PowerSchool's targeted case response times during Support Business Hours are listed below.
- Customers preferring to interact via email will typically receive a response within four business hours during non-peak season and within 12 business hours during the peak back-to-school season.

| Support Type | Average Response Time |
|---|---|
| **PowerSchool Assistant (Automated Self-Service)** | Immediate |
| **Chat Support During Business Hours** | Less than 2 minutes |
| **Telephone Support for Reporting Urgent or Critical Issues During Business Hours** | Less than 10 minutes |
| **Support Portal Submitted Case** | Less than 1 business day |

## Escalation process

### 1. Escalation Path

If Edina Public Schools's Administrators are unable to resolve an issue, please utilize the PowerSchool Chat feature or access PowerSchool's Case Portal to create a ticket. Upon case creation, a Tier 1 Technical Support Specialist will evaluate the incident, set its level of priority, and work to resolve the issue utilizing available tools, the knowledge base, and system access as applicable. During this phase, the Tier 1 Technical Support Specialist may ask for additional information.

If the Tier 1 Technical Support Specialist determines that the issue requires deeper technical triage such as the ability to check logs, a Support Engineer will gather all the required information, document it in the case file, and escalate to the Tier 2 Senior Technical Support Team for resolution. If the Tier 2 Senior Technical Support Specialist cannot resolve the issue, the issue may be escalated to the Tier 3 Support Engineering Team or directly to Product Development, depending on the product line and type of issue identified.

If Tier 3 personnel are not available and the Tier 2 personnel are unable to resolve the issue, they will work with Product Development directly.

### 2. Escalation Tiers and Support Process

PowerSchool has the following Escalation Procedures for issue resolution:

- Tier 0 Technical Support serves as the first level of support and consists of dedicated contact(s) at each school, district, or agency. They have access to the PowerSchool knowledge base, community forums, and Case Portal.
- The Tier 1 Application Support Team performs the initial investigation for all inbound technical support requests. PowerSchool fully trains the Tier 1 team to diagnose and resolve most issues; however, if they are unable to provide a resolution, they will escalate to a Tier 2 Senior Technical Support Specialist.
- Tier 2 Senior Application Support are subject matter experts who specialize in specific areas of the applications, allowing each Technical Support Specialist to obtain a deeper level of knowledge within their area of expertise. If the Tier 2 Senior Technical Support Specialist cannot resolve the issue, the issue may be escalated to the Tier 3 Support Engineering Team or directly to Product Development, depending on the product line and type of issue identified.

- Tier 3 Engineering Support members are subject matter experts and work closely with our Product Development organization to understand and diagnose the most complex issues.

If Tier 3 personnel are not available and the Tier 2 personnel are unable to resolve the issue, they will work with Product Development directly.

### SLA commitments

As part of our Service Level Agreement, PowerSchool Cloud operations address the structure and practices of providing and maintaining the underlying infrastructure components of systems hosted by PowerSchool. Regarding PowerSchool Cloud service levels, PowerSchool has historical trends that are used to inform our customers regarding PowerSchool Cloud service level performance. These trends include the following:

- All systems reside in secure facilities committed to meeting or exceeding Uptime Institute Tier III standards.
- All systems within our PowerSchool Cloud environment(s) are fully redundant.
- All systems are protected against malicious activities and unauthorized intrusion attempts.
- Infrastructure, security, and PowerSchool platforms are monitored 24x7x365.
- All systems incorporate multiple backup policies with a targeted Recovery Point Objective (RPO) of up to 24 hours.
- PowerSchool Cloud targeted server uptime is 99.9%. This does not include downtime for hardware or software maintenance.
- In catastrophic Disaster Recovery scenarios, systems can be restored in secondary data center facilities with a targeted Recovery Time Objective (RTO) of up to 48 hours.
- All processes and procedures are in compliance with ISO/IEC 27001:2013 standards.
- Additional information related to our PowerSchool Service Level Agreement is made available to our customers upon contract award.

For more information, please refer to the attachment entitled ***Service Level Agreement*** located in the Appendix section of the response.

# Onsite Support

### Provide onsite support

Onsite support is available as an optional engagement approach for customers that request in-person services. Onsite activities may include kickoff, discovery, configuration workshops, training, go-live support, or stabilization, subject to project scope, scheduling, resource availability, travel requirements, and mutually agreed-upon implementation needs.

### Conduct training

PowerSchool successfully delivers implementation, configuration, training, testing support, go-live readiness, and stabilization services remotely through a structured, collaborative delivery model. This approach provides timely access to PowerSchool project resources, subject matter experts, training materials, and working sessions without requiring onsite presence, while supporting efficient scheduling, consistent participation, and successful implementation outcomes.

### Assist with major incidents

Authorized technical contacts can report bugs or other issues directly to our PowerSchool support team. The support representatives will investigate, troubleshoot, and document the problem for our engineers to resolve. Engineering will resolve the issue and merge the fix into a future production release. All releases undergo extensive testing to ensure compliance with functional, performance, and security testing. Upon successful completion of these tests, fixes are deployed to production environments.

Technical contacts needing additional assistance can request Support Services from the PowerSchool Support team by submitting an incident using one of the methods listed below:

- Submit a Case through the Customer Central Portal.
- Request support for a critical issue through telephone (866-434-6276).

PowerSchool supports major incidents during implementation through defined project governance, escalation, and support processes. The assigned Project Manager coordinates issue triage, severity assessment, escalation to appropriate PowerSchool technical, product, support, or leadership resources, and ongoing communication with the customer until resolution. Major incidents are tracked through project status reporting and risk/issue management processes, with mitigation actions, ownership, and timelines documented to support timely resolution and implementation continuity.

# Support Platform

### Customer portal

Technical contacts needing additional assistance can request Support Services from the PowerSchool Support team by submitting an incident using one of the methods listed below:

- Submit a Case through Customer Central Portal.
- Request support for a critical issue through telephone (866-434-6276).

PowerSchool will provide confirmation to the Customer Technical Contact that the Support Service request was received and registered by PowerSchool and will provide updates throughout the process.

Within the Customer Case Support Portal, designated Customer Technical Contact(s) can check for updates, log comments in the case, communicate changes, solicit updates, etc. Customer Technical Contact(s) can review information for both Open and Resolved Cases within PowerSchool's Customer Case Support Portal.

Additionally, the PowerSchool Hosting environment has an online portal to view the real-time operational status of the environment. The online portal provides details of any outages, including their resolution, as well as information on scheduled maintenance windows. District administrative personnel can also subscribe to email notifications when PowerSchool schedules a maintenance window or creates, updates, or resolves an incident.

## Ticketing system

PowerSchool Technical Support provides a user-friendly ticketing experience through its Customer Central Portal, enabling designated customer technical users and school staff to submit, track, and manage cases via self-service resources, live chat, and phone support during published hours, with 24/7 coverage for Priority 0/1 incidents. Support operations are designed to be secure, scalable, and consistent, with structured case management through Named Technical Contacts. Incidents are prioritized and managed in alignment with defined SLAs, with response targets based on priority level. We manage our workforce dynamically, ensuring we are always staffed to comfortably handle incoming volumes and consistently hit our SLA commitments.

## Knowledge base

### Online Help

PowerSchool Help is available for all users online at any time. Online help is configurable to include District-specific processes, policies, and procedures. Task guides and breakdowns, videos, and short Mastery-in-Minutes are a few methods available through the Help link in all portals and pages.

### PowerSchool Customer Central

PowerSchool Central is PowerSchool's online community forums for user guides, discussion forums, and community exchange of questions, best practices, and tips to build your network and collaborate with the largest educational technology community in K-12. Unlike traditional websites allowing users to receive information, PowerSchool Community allows all users to access, participate, and contribute to the worldwide PowerSchool Community.

- **An Expansive Knowledgebase.** Quickly search for more than 22,000 articles and documents.
- **Forums.** Connect and collaborate with over 300,000 members in more than 30,000 discussions to learn best practices from peers.
- **Ideas Portal.** Submit and vote on product enhancement requests.
- **Road Map.** See updates on the latest and upcoming releases.
- **Events.** Easily access our event calendar and sign up for office hours and webinars.
- **Support.** Access our live chat and case portal to easily engage with technical support.
- **PowerSchool Community Exchange.** An area for sharing reports, transcripts, custom pages, and more with other PowerSchool users at no cost.

- **Training Documentation.** PowerSchool will provide you with all available systems and training documentation as part of the overall implementation. In addition, further system and training information, quick references, tutorials, videos, customer webinars, and office hours, are available through PowerSchool Community.

## Service status monitoring

PowerSchool Customer Connect Portal is a personalized, contextual, frictionless, and connected experience for our customers. Account information is contained within the PowerSchool Customer Central Portal. To access this new feature, users log into PowerSchool Customer Central Portal and navigate to Customer Connect. The Support tab features information specific to your account, including:

- Support Contact information
- Your Customer Success Manager and Account Sales Manager Contact Information
- Support Customer Satisfaction Survey results
- Support details by product
- Technical Contact Management

In our current version, we have implemented the Support and Services tabs, which include account and support information, a way to manage technical contacts, and a way to review ongoing projects in Services. An account filter allows you to see and manage account-specific information. The Account field will prepopulate. If you are a Technical Contact for only one account, no additional selections are needed. If you are a Technical Contact on multiple accounts, you can select another account. When an account is selected, the information on the page will update.

The Support Tab provides the following information:

- **Your School's Purchased PowerSchool Products**: We have included an area where you can find the status and case information for each product purchased by your organization.
- **Where are we in the journey**: You will see a status of Support if your organization has at least one (1) support case for the product. If they do not have support cases for that product, you will see a status of Services.
- **Total Cases in the Last 24 Months**: The total number of support cases submitted for that product within the last 24 months.
- **Current Open Cases**: The total number of cases within the last 24 months that have an open status.
- **Most recent open case creation date:** The date the most recent case with an open status was created.

# Appendix

In this section, we have provided the following documents:

- Keeping Your Data Secure
- Service Level Agreement
- Statement of Understanding
- Sample Contract/Main Services Agreement

# Keeping Your Data Secure

Security is foundational to serving K-12 education, and PowerSchool takes the responsibility of protecting student, family, and educator data seriously. We uphold the highest standards of cybersecurity so our customers can stay focused on student outcomes.

We comply with all relevant state, provincial, and federal regulations. Beyond compliance, we independently verify our security practices through rigorous third-party audits aligned with internationally recognized standards. PowerSchool has earned top-tier security certifications, including:

### ISO 27001:2022 Certification

Demonstrates a globally recognized commitment to protecting sensitive student and district data through rigorous information security controls.

### SOC 2 Compliance

Validates that systems and processes meet strict standards for security, availability, and confidentiality—giving districts confidence their data is handled responsibly.

### 1EdTech TrustEd App

Signals trusted interoperability, data privacy, and security practices that help schools adopt technology with confidence and reduced risk.

- We also collaborate with leading organizations to strengthen industry-wide security practices. We:
- Partnered with CoSN on the K-12 Community Vendor Assessment Tool (K-12CVAT)
- Are an active member of the 1EdTech Consortium, promoting interoperability and data privacy

Our products are also certified as **TrustEd Apps** by 1EdTech, meeting their rigorous data and privacy standards. Customers can trust that their data is protected by robust, transparent, and continuously evolving security measures.



## Culture

We foster a culture of shared accountability across every team, firmly rooted in our moral and **ethical obligation** to protect the communities we serve.



## Validation

We undertake annual **third-party audits** to confirm our security measures meet or exceed industry-defined standards.



## Posture

We invest heavily in security technologies like infrastructure security, threat detection, and access controls, to **remain ahead of evolving threats.**



## Collaboration

We **work alongside industry partners**, organizations, and policymakers to advance cybersecurity for all.

When schools and districts choose PowerSchool, they're choosing a partner that prioritizes safety through five essential layers of protection:



**Robust Encryption.** All data, whether stored or in transit, is protected using advanced encryption protocols. This ensures that student and staff information remains secure from unauthorized access at every step.



**Multi-Factor Authentication (MFA).** Just like in the financial sector, PowerSchool solutions support MFA to add an extra layer of security. Users must verify their identity with a password and a unique code, helping prevent breaches even if credentials are compromised.



**Regular Security Updates.** Cyber threats evolve quickly, and so do we. PowerSchool delivers frequent updates to address emerging vulnerabilities, demonstrating our ongoing commitment to a secure digital learning environment.



**User Access Controls.** Our platforms offer customizable access settings, so administrators can ensure that only authorized personnel, like IT staff or finance officers, can view or manage sensitive data. This role-based access helps minimize risk and maintain compliance.



**Data Backup and Disaster Recovery.** PowerSchool provides automated, cloud-based backups and a comprehensive disaster recovery plan. In the event of a system failure or cyberattack, districts can quickly restore critical data and keep operations running smoothly.

# Service Level Agreement

`PowerSchool has provided the Service Level Agreement following this page.

# 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.

1.18 "**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:

3.1 **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).

3.2 **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**

4.1 **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<br>*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).

4.2 **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:<br>• backup issues, submission deadlines that cannot be met, etc.)<br>• a portion of the system is down or inaccessible for all Users<br>• the system is up but performance is hindering functionality<br>• 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:<br>• a display issue (e.g., a page not rendering correctly causing functionality issues)<br>• 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)<br>• unexpected behavior that cannot be solved using resources available in the knowledgebase within the PowerSchool Support Portal<br>• account management needs<br>• suspected development escalation ticket<br>• 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:<br>• display issues, such as a page not rendering correctly - however functionality still exists.<br>• a non-production server/system<br>• a misspelled word on a PowerSchool page<br>• other issues not impeding successful use of Customer's production instance<br>• 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.

**5.3 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.

**5.4 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<br>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 Service Minutes – Total Downtime Minutes) x 100 / (Total Service Minutes per calendar month)

"**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.

**5.5 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.

# Statement of Understanding

PowerSchool has provided the Statement of Understanding following this page.

# STATEMENT OF UNDERSTANDING

PowerSchool Group, LLC ("**PowerSchool**") hereby responds to the Request for Proposal/Information dated 6/25/2026 entitled Enterprise Resource Planning (ERP) Software-as-a-Service (SaaS) platform ("**Customer RFP**"). PowerSchool's responses to the Customer RFP have been prepared in accordance with PowerSchool's understanding of the requirements of the Independent School District No. 273 Edina Public Schools ("**Customer**") based on the information provided in the Customer RFP.

As Customer and PowerSchool have an existing contractual relationship, PowerSchool is confident that a similar agreement can be reached between the parties with limited additional negotiations and proposes any agreement resulting from Customer RFP be based on the existing terms between the parties. PowerSchool has every confidence that in the instant case, in the event negotiation is necessary, all terms and conditions can be quickly negotiated to the satisfaction of both parties.

PowerSchool agrees to attach its Response to Customer RFP for reference; however, PowerSchool requests the opportunity to negotiate any final terms, to the extent they differ from the terms governing the existing relationship between the Parties. This RFP response is included in order to comply with the RFP submission requirements and is subject at all times to this Statement of Understanding and successful negotiation of terms upon award.

This proposal contains confidential information of PowerSchool, which is not generally available to the public and disclosure would cause substantial harm to PowerSchool. **In consideration of receipt of this response document, Customer agrees not to reproduce or make this confidential information available in any manner to persons outside the group directly responsible for the evaluation of its contents or as otherwise required or allowed by law.**

All information contained in this proposal represents PowerSchool's best estimates. PowerSchool submits this proposal based on the understanding and condition that the Customer and PowerSchool will have the opportunity to mutually discuss, clarify, and agree upon the specific scope of services, deliverables, pricing, schedules, responsibilities allocation, assumptions, and definitive contract terms (including legal terms and conditions) applicable to the services described in this RFP prior to finalizing the agreement between the parties.

PowerSchool is providing unique software products and services to the Customer, and as such, PowerSchool proposes that any resulting agreement entered into for said products and services should be governed by the terms and conditions of PowerSchool's Main Services Agreement (the "**PowerSchool Agreement**") which is included in this response to the Customer RFP and can also be found at: https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/2024_PowerSchool_MSA.pdf, as well as with any accompanying schedules and policies applicable to the offering under which PowerSchool proposes to do business with Customer. PowerSchool's Data Privacy Agreement for Customer's state can be found at https://www.powerschool.com/Customer-State-DPA_2024/. In the event there is not a state-specific DPA, PowerSchool's standard DPA is included with this Response. Except as otherwise expressly provided in a final, definitive written agreement by and between the parties, any other terms or conditions, whether express or implied, including, without limitation to, the terms and conditions provided in the Customer RFP, PowerSchool's response thereto, or any other written or oral communications, are specifically rejected by PowerSchool.

Please note that the PowerSchool Agreement has been drafted specifically for use with PowerSchool products and services, and it is therefore better suited to operate as the Customer's agreement with PowerSchool, rather than the Customer's standard agreement. PowerSchool is willing to entertain reasonable modifications to the PowerSchool Agreement after discussions and negotiation with Customer.

In addition to the PowerSchool Agreement, and without limiting its right to negotiate other provisions to which PowerSchool takes exception, PowerSchool specifically addresses the following terms:

i) Indemnification and Limitation of Liability. PowerSchool requires limiting the indemnification to the extent that losses and/or damages incurred by the Customer are caused by a third-party claim that PowerSchool has infringed upon the intellectual property of another in providing PowerSchool's products or services to the Customer, as this is typically the primary concern for most of PowerSchool's customers utilizing PowerSchool's products and services. PowerSchool requires limiting liability for both parties to i) exclude consequential damages and ii) a dollar amount equal to 12-months of assessed fees for most circumstances involving direct damages. Additionally, the PowerSchool Agreement more fully sets forth PowerSchool's proposed Limitation of Liability and Indemnification terms. Remedies for breach shall be subject to the limitation of liability clause and other applicable provisions of the PowerSchool Agreement. PowerSchool reserves the right to recover losses resulting from any delay, amendment, modification, breach, or termination of the Agreement by the Customer, and as such, Customer may not limit its ultimate liability under the Agreement.

ii) Cybersecurity. PowerSchool has an extensive set of security controls aligned to our ISO 27001:2013 compliance to prevent unauthorized intrusion attempts and unauthorized access to the infrastructure under the direct control of PowerSchool, which includes the PowerSchool Hosting environment. PowerSchool also has a dedicated Security Operations Center (SOC) that provides 24x7 monitoring of security operations and incidents. PowerSchool's security compliance is assessed by independent third-party auditors. Upon Customer agreeing to an NDA, PowerSchool shall provide access to information regarding PowerSchool's ISO 27001:2103 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. Please note that PowerSchool does not permit Customer security audits. Please note that PowerSchool does not permit inspection of its facilities and/or data centers in connection with Customer RFP or applicable agreement(s) resulting from Customer RFP.

iii) Software Design. 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.

iv) Completion Date(s). The dates on which the proposed services will be completed depend, in part, upon completion of certain tasks by Customer's employees and the cooperation of Customer and its employees with PowerSchool in the tasks to be performed by PowerSchool in order to successfully complete the services. Given that such variables are beyond PowerSchool's control, PowerSchool cannot guarantee a date for completion of the services.

v) Pricing. PowerSchool does not guarantee that pricing offered to Customer will match pricing for any other PowerSchool customers or potential customers. Additionally, please note that PowerSchool does not typically agree to "most favored nation" pricing policies or cooperative purchasing options. 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 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.

vi) Early Termination. PowerSchool's products and services are based on a model that works best when utilized throughout the entire year, and as a result, **PowerSchool does not agree to allow the Customer to terminate this agreement for any reason at any time (including, but not limited to, termination for convenience) except as required by law**. Notwithstanding the foregoing, PowerSchool may agree to allow Customer to terminate the agreement for non-appropriation of funds at the annual anniversary of its contract effective date, even if during a multi-year contract. PowerSchool agrees that Customer may terminate any contract for cause, provided a 30-day cure period is given.

vii) Debarment. To the best of PowerSchool's knowledge or belief as of the date of this submission, PowerSchool is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any governmental agency or any other applicable agency.

viii) Litigation. From time to time, PowerSchool is involved in disputes, litigation, and other legal actions. PowerSchool does not publicly discuss confidential legal matters.

ix) Assignment. 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 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.

x) Quote. PowerSchool requires applicable quote(s) and the PowerSchool Agreement be incorporated into any final agreement between PowerSchool and Customer.

xi) Background Checks. PowerSchool conducts criminal background checks of all new employees as part of the hiring process. However, PowerSchool products and services are primarily provided remotely, and employees do not typically work directly on school sites while performing services or have contact with students. Should the performance of services under the Customer RFP require PowerSchool personnel to work directly on school sites or have direct contact with students, PowerSchool requests to discuss Customer's contractor background verification requirement(s) at that time.

xii) Personnel. PowerSchool reserves the right to engage personnel on a contractor basis and may sometimes engage third parties to provide services to PowerSchool's customers as subcontractors to PowerSchool. In all circumstances where PowerSchool subcontracts services, PowerSchool will be responsible for such subcontractors. PowerSchool leverages resources from amongst PowerSchool global teams for product development, implementation, customer support and product maintenance. We deploy various technologies to ensure data in our US data centers is not accessed outside the United States.

xiii) Insurance. Please note that PowerSchool maintains a comprehensive insurance program and can generally meet the listed requirements. However, certain aspects of the insurance clause may need to be negotiated as part of the final contract. For example, PowerSchool's insurance providers will not agree to provide notice of policy cancellations.

xiv) Applicable Laws. PowerSchool agrees to comply with applicable laws and regulations. To the extent there is a conflict between two or more laws, PowerSchool will determine the most appropriate course of action. PowerSchool is committed to the principle of equal employment opportunity for all persons and has incorporated such commitment into its corporate policies and daily operations.

xv) Record Retention. PowerSchool shall retain all contracts, invoices and statements relating to this agreement for the term specified. However, except as otherwise required by law, only the customer may review contracts, invoices, and statements.

xvi) Proprietary Information. Please note that PowerSchool does not provide proprietary, trade secret or confidential security information regarding its processes or security measures as part of Customer's review of contracts, invoices and statements. PowerSchool's customer list, including any termination information, is considered confidential information. This policy is based on our desire to respect the privacy and confidentiality of our customers, restrictions outlined in our PowerSchool Agreement, as well as applicable state and local laws preventing said disclosures.

xvii) Future Functionality. Please note that references by PowerSchool to enhancements, improvements, new releases, and other functional or technical items that are not available for general release as of the date of this proposal ("**Future Functionality**") are not a commitment by PowerSchool to deliver any specific material, code, or functionality. Customer should not rely upon these types of statements in making purchasing decisions. The development, release, and timing of any PowerSchool feature or functionality described for PowerSchool's products remains at the sole discretion of PowerSchool and is subject to change. Accordingly, PowerSchool does not include in its agreements with customers any commitments or obligations relating to the development or delivery of specific Future Functionality. Any Future Functionality disclosed here is for informational purposes only and may not be incorporated into any contract. PowerSchool does not offer source code escrows for PowerSchool applications. For its software-as-a-service hosted solutions, PowerSchool offers customer the right to request and receive data transfer of their customer data in a commonly used format.

xviii) Intellectual Property. Please note that PowerSchool and its licensors solely and exclusively own all right, title, and interest, including all related Intellectual Property Rights (as defined in the PowerSchool Agreement), in and to the PowerSchool Product(s), Services, and Documentation, including any derivative works thereof. If PowerSchool modifies any intellectual property for a customer-specific need, or develops any additional materials, methods, processes, concepts or ideas ("Modifications") with respect to its products in the course of performance of the contract for the Customer, then all intellectual property rights in such Modifications will be owned by PowerSchool. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the PowerSchool Product(s), Services or Documentation, or the Intellectual Property Rights owned or licensed by PowerSchool. Customer will not accrue any residual rights to the PowerSchool Product(s), including any rights to the Intellectual Property Rights in connection therewith. Additional product-specific terms may apply to PowerSchool products containing artificial intelligence capabilities.

xix) Warranty. Subject to the terms of the PowerSchool Agreement, PowerSchool will warrant that applicable PowerSchool products will operate in substantial conformity with applicable documentation under normal use and circumstances. The PowerSchool Agreement includes complete standard warranty terms. PowerSchool disclaims any warranties or guarantees not expressly granted in the PowerSchool Agreement or the resulting agreement by and between PowerSchool and Customer (if applicable) as mutually agreed upon at that time.

xx) Transition Services. Please note that if the agreement with PowerSchool is terminated prematurely due to a force majeure event or other termination right, PowerSchool will be willing, for a fee, to formulate a plan for PowerSchool's provision of transitional services in connection with a disengagement for Customer's benefit. Each party's contractual obligations to the other regarding disengagement services will be expressly set out in the agreement and negotiated in good faith by the parties. However, except as expressly agreed in writing by PowerSchool, PowerSchool will not provide disengagement services in the event of termination for Customer's breach or to permit any competitor of PowerSchool, in connection with such transition, to have access to PowerSchool's software or other confidential or proprietary information.

xxi) Language. While PowerSchool may agree to provide language translations for Customer's convenience, the English version shall prevail in the event of any discrepancy, ambiguity, or conflict between the translated text and the original English version.

# Sample Contract/Main Services Agreement

PowerSchool has provided the Sample Contract/Main Services Agreement following this page.

# 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<br>150 Parkshore Drive<br>Folsom, CA 95630 |

| | | |
|---|---|---|
| United States | PowerSchool Group LLC | PowerSchool Group LLC<br>150 Parkshore Drive<br>Folsom, CA 95630 |
| Any other country that is not Canada, the United States, India, or UAE[1] | PowerSchool Group LLC | PowerSchool Group LLC<br>150 Parkshore Drive<br>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 UNITERRUPTED 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.

1.18 "**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:

3.1 **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).

3.2 **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**

4.1 **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<br>*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).

4.2 **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:<br>• backup issues, submission deadlines that cannot be met, etc.)<br>• a portion of the system is down or inaccessible for all Users<br>• the system is up but performance is hindering functionality<br>• 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:<br>• a display issue (e.g., a page not rendering correctly causing functionality issues)<br>• 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)<br>• unexpected behavior that cannot be solved using resources available in the knowledgebase within the PowerSchool Support Portal<br>• account management needs<br>• suspected development escalation ticket<br>• 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:<br>• display issues, such as a page not rendering correctly - however functionality still exists.<br>• a non-production server/system<br>• a misspelled word on a PowerSchool page<br>• other issues not impeding successful use of Customer's production instance<br>• 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.

**5.1 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 5.2 (Disaster Recovery).

**5.2 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.

**5.3 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.

**5.4 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<br>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 Service Minutes – Total Downtime Minutes) x 100 / (Total Service Minutes per calendar month)

"**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.

**5.5 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<br>Terms are the same as the DPA as executed with Alabama State Department of Education on November 17, 2022. |
| **ALASKA** | Alaska 2024 Statewide DPA<br>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<br>Terms are the same as the DPA as executed with Chandler Unified District on April 19, 2023. |
| **ARKANSAS**** | Arkansas 2024 Statewide DPA<br>Terms are the same as the DPA as executed with Arkansas Department of Education on May 9, 2022. |
| **CALIFORNIA**** | California 2024 Statewide DPA<br>Terms are the same as the executed DPA negotiated with large California school district on March 29, 2023. |
| **COLORADO** | Colorado 2024 Statewide DPA<br>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<br>Terms are the same as the DPA as executed with Bristol Public Schools on September 22, 2022. |
| **DELAWARE** | Delaware 2024 Statewide DPA<br>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<br>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<br>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<br>Terms are the same as the DPA as executed with the Georgia Department of Education on September 8, 2022. |
| **HAWAII** | Hawaii 2024 Statewide DPA<br>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<br>Terms are the same as the DPA as executed with the Idaho Department of Education on October 23, 2023. |
| **ILLINOIS**** | Illinois2024 Statewide DPA<br>* 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<br>Terms are the same as the negotiated DPA executed with Indiana Department of Education on December 29, 2023. |
| **IOWA** | Iowa 2024 Statewide DPA<br>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<br>Terms are the same as the DPA as executed with the Kansas City School District on April 22, 2022. |
| **KENTUCKY** | Kentucky 2024 Statewide DPA<br>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<br>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.<br>* Terms are the same as the DPA as executed with the Hopkinton Public Schools on October 19, 2024.<br>• For Main Service Agreements executed prior to May 1, 2025: Maine 2024 Statewide DPA.<br>* 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<br>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) (a4l.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.

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| **MASSACHUSETTS**** | • For Main Service Agreements executed May 1, 2025 or after: Massachusetts 2025 Statewide DPA.<br>*Terms are the same as the negotiated DPA executed with the Hopkinton Public Schools on October 19, 2024.<br>• For Main Service Agreements executed prior to May 1, 2025: Massachusetts 2024 Statewide DPA.<br>*Terms are the same as the negotiated DPA executed with the Public Schools or Northborough and Southborough on July 26, 2021. |
| **MICHIGAN** | Michigan 2024 Statewide DPA<br>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<br>Terms are the same as the DPA as executed with the Edina Public School District on April 27, 2022. |
| **MISSISSIPPI** | Mississippi 2024 Statewide DPA<br>Terms are the PowerSchool 2024 Standard DPA. |
| **MISSOURI**** | • For Main Service Agreements executed May 1, 2025 or after: Missouri 2025 Statewide DPA.<br>*Terms are the same as the negotiated DPA executed with the Monett R-1 School District on April 24, 2025.<br>• For Main Service Agreements executed prior to May 1, 2025: Missouri2024 Statewide DPA.<br>* Terms are the same as the DPA as executed with the Francis Howell School District on June 22, 2023. |
| **MONTANA** | Montana 2024 Statewide DPA<br>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<br>Terms are the same as the DPA as executed with the Omaha Public Schools on September 14, 2022. |
| **NEVADA** | Nevada2024 Statewide DPA<br>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<br>*Terms are the same as the negotiated DPA with Manchester School District–SAU 37on July5, 2024. |
| **NEWJERSEY** | New Jersey 2024 Statewide DPA<br>Terms are the same as the DPA as executed with the Bridgewater Raritan School District on June 21, 2022. |
| **NEWMEXICO** | New Mexico 2024 Statewide DPA<br>Terms are the same as the DPA as executed with the Farmington Municipal School District 5 on January 9, 2023. |
| **NEWYORK** | New York 2024 Statewide DPA<br>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<br>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<br>Terms are the PowerSchool 2024 Standard DPA. |
| **OHIO**** | • For Main Service Agreements executed May 1, 2025 or after: Ohio 2025 Statewide DPA.<br>* Terms are the same as the negotiated DPA executed with the Hopkinton Public Schools on October 19, 2024.<br>• For Main Service Agreements executed prior to May 1, 2025: Ohio 2024 Statewide DPA.<br>* Terms are the same as the negotiated DPA executed with the Mentor Exempted Village Schools on November 3, 2023. |
| **OKLAHOMA** | Oklahoma 2024 Statewide DPA<br>Terms are the same as the DPA as executed with the Mustang Public Schools on March 10, 2023. |
| **OREGON** | Oregon 2024 Statewide DPA<br>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<br>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.<br>*Terms are the same as the negotiated DPA executed with the Hopkinton Public Schools on October 19, 2024.<br>• For Main Service Agreements executed prior to May 1, 2025: Rhode Island 2024 Statewide DPA.<br>*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<br>Terms are the PowerSchool 2024 Standard DPA. |
| **SOUTH DAKOTA** | South Dakota 2024 Statewide DPA<br>Terms are the PowerSchool 2024 Standard DPA. |

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| **TENNESSEE** | • For Main Service Agreements executed May 1, 2025 or after: Tennessee 2025 Statewide DPA.<br>* Terms are the same as the negotiated DPA executed with the Hopkinton Public Schools on October 19, 2024.<br>• For Main Service Agreements executed prior to May 1, 2025: Tennessee 2024 Statewide DPA.<br>* 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<br>* Terms are the same as the negotiated DPA executed with the Amarillo Independent School District on September 17, 2024. |
| **UTAH** | Utah 2024 Statewide DPA<br>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.<br>*Terms are the same as the negotiated DPA executed with the Hopkinton Public Schools on October 19, 2024.<br>• For Main Service Agreements executed prior to May 1, 2025: Vermont 2024 Statewide DPA.<br>* 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.<br>*Terms are the same as the negotiated DPA executed with the Hopkinton Public Schools on October 19, 2024.<br>• For Main Service Agreements executed prior to May 1, 2025: Virginia 2024 Statewide DPA.<br>* Terms are the same as the negotiated DPA executed with the Newport News Public Schools on June 27, 2023. |
| **WASHINGTON** | Washington 2024 Statewide DPA<br>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<br>Terms are the PowerSchool 2024 Standard DPA. |
| **WISCONSIN** | Wisconsin 2024 Statewide DPA<br>Terms are the PowerSchool 2024 Standard DPA. |
| **WYOMING** | Wyoming 2024 Statewide DPA<br>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

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legalnotices@powerschool.com.

# 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 Emai 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: _____

**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 (agc.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'éregard 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 Nº 414/009) | Ley de Protección de Datos Personals y Actión 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 1-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

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**<br>Willis Towers Watson Northeast, Inc.<br>c/o 26 Century Blvd<br>P.O. Box 305191<br>Nashville, TN 372305191 USA | **CONTACT NAME:** WTW Certificate Center<br>**PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378<br>**E-MAIL ADDRESS:** certificates@wtwco.com |
| **INSURED**<br>PowerSchool Group LLC<br>150 Parkshore Dr<br>Folsom, CA 95630 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>INSURER A : Hartford Fire Insurance Company — 19682<br>INSURER B : Trumbull Insurance Company — 27120<br>INSURER C : Hartford Casualty Insurance Company — 29424<br>INSURER D : National Fire & Marine Insurance Company — 20079<br>INSURER E :<br>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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [X] LOC<br>[ ] OTHER: | | | 10UUNBK0CV4 | 10/31/2025 | 10/31/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 2,000,000<br>$ 1,000,000<br>$ 15,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY<br>Comp: $1,000 Coll: $1,000<br>[X] | | | 10UENDS0862 | 10/31/2025 | 10/31/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br>$ | $<br>$<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: No<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 10WB BK0CVA | 10/31/2025 | 10/31/2026 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Cyber Technology E&O | | | 42-EPP-340551-01 | 04/10/2025 | 10/10/2026 | Per Claim<br>Aggregate | $5,000,000<br>$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**

Evidence Only

**CANCELLATION**

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

Patricia A Forry



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# Proposal Submission Worksheet

## Your Company

| | | | |
|---|---|---|---|
| **Company Name** | **PowerSchool Group LLC** | **Contact Name** | **Riley Reynolds** |
| **Address** | **150 Parkshore Drive** | **City** | **Folsom** |
| **State** | **CA** | **Zip** | **95630** |
| **Application Name:** | Cloud-based Enterprise Resource Planning (ERP) Software-as-a-Service (SaaS) platform | | |

## Your Team

| Role | Name | Title | Email |
|---|---|---|---|
| **Account Manager/Executive** | Riley Reynolds | Account Executive | riley.reynolds@powerschool.com |
| **Sales Manager/Supervision** | Kelly Wilcoxson-Monette | Regional Vice President | kelly.monette@powerschool.com |
| **Implementation Manager** | Michael Schecher | Director, Professional Services | michael.schecher@powerschool.com |

## Your References

| District Name | Contact Name | Contact Title |
|---|---|---|
| Osseo Independent School District 279 | Gerald Edwards | Director, Information Systems and Security<br>Phone: (763) 391-7058<br>Email: edwardsg@district279.org |
| Saint Louis Park ISD 283 | Jason Loewe | Executive Director of Human Resources<br>Phone: (952) 928-6066<br>Email: loewe.jason@slpschools.org |
| Sioux Falls SD 49-5 | James Holmes | Programmer Analyst & Kenneth Mosser – Comptroller<br>Phone: (605) 367-7900<br>Email: james.holmes@k12.sd.usat |

## Qualifiers and Certifications

| Question/Data Point | Yes / No |
|---|---|
| Have you reviewed & agree with all terms, conditions, specifications, and requirements as described? | **Yes**<br><br>"PowerSchool agrees to attach its Response to Customer RFP for reference; however, PowerSchool requests the opportunity to negotiate any final terms, to the extent they differ from the terms governing the existing relationship between the Parties. This RFP response is included in order to comply with the RFP submission requirements and is subject at all times to this Statement of Understanding and successful negotiation of terms upon award." |
| Is your application recognized as an approved solution by MDE for integration with MDE's Ed-Fi data reporting? | **No** |

| | |
|---|---|
| Do you certify you comply with FERPA? | **Yes** |
| Do you certify you comply with COPPA? | **Yes** |
| Do you certify you comply with all applicable Minnesota laws? | **Yes.**<br><br>PowerSchool complies with all Minnesota laws and regulations applicable to its business operations and the products and services proposed in response to this RFP and will continue to do so throughout the term of any resulting agreement. |

## General System Requirements

| Question | Yes / No | Notes/Exceptions |
|---|---|---|
| Is your proposed application fully SaaS hosted (no District-hosted software/infrastructure required)? | **Yes** | The proposed solution is delivered as a fully vendor-hosted Software-as-a-Service (SaaS) offering within PowerSchool-managed cloud environments. No district-hosted servers, application infrastructure, operating systems, networking components, or data center resources are required. PowerSchool manages the underlying hosting infrastructure, maintenance, security, backup, and disaster recovery processes, allowing Edina Public Schools to access the solution through supported web browsers without the need to procure or maintain on-premises infrastructure. |
| Does your proposed application support ROLE-based security? | **Yes** | PowerSchool eFinancePlus includes role-based security that allows districts to control access to menus, modules, screens, functions, and data based on a user's assigned security profile or role.<br><br>Talent (Perform, Applicant Tracking, Employee Records, and SchoolSpring Job Board) uses role-based security groups to manage access to system features and sensitive data. Standard security groups are available and customizable in most solutions.<br><br>Allovue uses role-based security that allows districts to control access to modules, data, and input of budget information. |
| Does your proposed application support multi-factor authentication? | **Yes** | PowerSchool supports Single Sign-On (SSO) through external Identity Provider (IdP) configurations, including Google and Microsoft Entra ID (Azure AD). For SSO implementations, Multi-Factor Authentication (MFA) can be enabled and enforced through the IdP, ensuring secure access when users initiate an SSO session. |
| Does your proposed application support SSO (SAML/OIDC)? | **Yes** | PowerSchool supports Single Sign-On (SSO) through external Identity Provider (IdP) configurations, including Google and Microsoft Entra ID (Azure AD). |
| Does your proposed application provide comprehensive audit logging? | **Yes** | PowerSchool eFinancePlus provides comprehensive audit logging and audit trail capabilities, particularly for financial transactions and ledger activity. It maintains detailed records of additions, changes, postings, and transaction history to support accountability, internal controls, and audits.<br><br>Additionally, Allovue provides audit logging of budget inputs and proposal approvals as part of the budget workflow.<br><br>Our Talent solutions (Perform, Applicant Tracking, Employee Records, and SchoolSpring Job Board) also provide audit capabilities with some user-facing and others available from an administrator/support access. |

| | | |
|---|---|---|
| Does your proposed application provide configurable workflow automation? | **Yes** | The solution provides configurable workflows that automate key HR processes, including requisition approvals, recruiting, hiring, onboarding, employee record updates, evaluations, and other personnel actions. Workflows can be tailored to District policies and approval structures, automatically routing tasks and notifications to the appropriate stakeholders to improve efficiency, consistency, and process completion.<br><br>Allovue Budget uses role-based, sequential approval workflows that you configure per proposal and budget type. |
| Does your proposed application provide API-first architecture? | **Yes** | The proposed solution supports API-first architecture principles by leveraging standardized RESTful APIs that serve as the primary method for internal integration and data exchange across all components. These APIs enable secure interoperability and support extensibility without reliance on the user interface. |
| Does your proposed application support mobile devices? | **Yes** | Perform, Applicant Tracking, Employee Records, and SchoolSpring Job Board provide 24/7 access across various devices, including computers, tablets, and mobile phones, using a web browser. The mobile responsive solution will be formatted to fit the screen of the device being utilized. eFinancePlus includes a mobile app for Android and iOS operating systems. eFinancePlus and Allovue are built with a responsive design that scales to your device, such as a large TV screen or tablet. |
| Does your proposed application support unlimited historical data retention? | **Yes** | The Talent solution (Perform, Applicant Tracking, Employee Records, and SchoolSpring Job Board) offers unlimited data retention, enabling districts to securely maintain historical workforce records for compliance, reporting, auditing, and long-term reference purposes. PowerSchool eFinancePlus supports unlimited multiple years of historical financial, payroll, HR, and operational records, allowing organizations to maintain and access prior-year information for reporting, audit, compliance, and operational purposes. Allovue captures 5 years of historical eFinancePlus data for reporting and data visualizations. There is no limit on budgets that are built using Allovue. |

## Functional System Requirements

| Area/ Section | Question | Yes / No | Notes/Exceptions |
|---|---|---|---|
| **Finance** | Does your proposed solution address all of these required functions?<br><br>***GENERAL LEDGER***<br>***BUDGETING***<br>***ACCOUNTS PAYABLE***<br>***PURCHASING***<br>***ASSET MANAGEMENT***<br>***GRANTS MANAGEMENT***<br>***BANK RECONCILIATION***<br>***FINANCIAL REPORTING*** | **Yes** | Please refer to the ***Functional System Requirements*** section of PowerSchool's Proposal document for more information. |

| | | | |
|---|---|---|---|
| **Human Resources** | Does your proposed solution address all of these required functions?<br><br>***EMPLOYEE RECORDS***<br>***POSITION CONTROL***<br>***BENEFITS ADMINISTRATION***<br>***RECRUITING***<br>***ONBOARDING***<br>***PERFORMANCE MANAGEMENT***<br>***PAYROLL*** | **Yes** | Please refer to the ***Functional System Requirements*** section of PowerSchool's Proposal document for more information. |
| **Payroll** | Does your proposed solution address all of these required functions?<br><br>***PAYROLL PROCESSING***<br>***TAX MANAGEMENT***<br>***DIRECT DEPOSIT***<br>***GARNISHMENTS***<br>***LEAVE TRACKING*** | **Yes** | Please refer to the ***Functional System Requirements*** section of PowerSchool's Proposal document for more information. |

## Submission Checklist

| Area/ Section | Question | Yes / No | Notes/Exceptions |
|---|---|---|---|
| **Minnesota School District Experience** | Have you included a **report of all of your Minnesota School Districts ERP client list (7/1/2019–5/30/2026)** including?<br><br>***GO LIVE DATE***<br>***MODULES IMPLEMENTED***<br>***TERMINATION DATE (IF APPLICABLE)*** | **Yes** | Please refer to the ***Minnesota ERP Clients*** section of PowerSchool's Proposal document. |
| **Security** | Have you included a **report disclosing all cybersecurity incidents** disclosed (2021-2026) including?<br><br>***DATE***<br>***NATURE OF EVENT***<br>***IMPACT***<br>***NUMBER OF CLIENTS AFFECTED***<br>***REMEDIATION ACTIONS*** | **Yes** | Please refer to the ***Security*** section of PowerSchool's Proposal document. |

| | | | |
|---|---|---|---|
| | Have you included your **current SOC 2 Type II report** including?<br><br>**DATE OF AUDIT**<br>**AUDITING ORGANIZATION**<br>**SCOPE OF CERTIFICATION**<br>**SUMMARY OF FINDINGS** | **Yes** | Please refer to the ***Security*** section of PowerSchool's Proposal document. |
| | Have you included the following information about your **Security Practices?**<br><br>**SECURE CODE REVIEW**<br>**DEPENDENCY SCANNING**<br>**VULNERABILITY TESTING**<br>**PENETRATION TESTING** | **Yes** | Please refer to the ***Security*** section of PowerSchool's Proposal document. |
| **Infrastructure & Hosting Architecture** | Have you included the following information about your **Hosting Environment**?<br><br>**CLOUD PROVIDER(S)**<br>**DATA CENTER LOCATION(S)**<br>**GEOGRAPHIC REDUNDANCY** | **Yes** | Please refer to the ***Infrastructure & Hosting Architecture*** section of PowerSchool's Proposal document. |
| | Have you included the following information about your **Database Architecture?**<br><br>**DATABASE PLATFORM**<br>**REPLICATION STRATEGY**<br>**HIGH AVAILABILITY DESIGN** | **Yes** | Please refer to the ***Infrastructure & Hosting Architecture*** section of PowerSchool's Proposal document. |
| | Have you included the following information about your **Backup and Recovery?**<br><br>**BACKUP FREQUENCY**<br>**RETENTION SCHEDULE**<br>**RECOVERY POINT OBJECTIVE (RPO)**<br>**RECOVER TIME OBJECTIVE (RTO)** | **Yes** | Please refer to the ***Infrastructure & Hosting Architecture*** section of PowerSchool's Proposal document. |
| | Have you included the following information about your **Disaster Recovery?**<br><br>**DR ARCHITECTURE**<br>**FAILOVER PROCESS**<br>**TESTING SCHEDULE** | **Yes** | Please refer to the ***Infrastructure & Hosting Architecture*** section of PowerSchool's Proposal document. |

Edina Public Schools

## Submission Checklist

| Area/ Section | Question | Yes / No | Notes/Exceptions |
|---|---|---|---|
| **Application Development & Deployment** | Have you included the following information about your **Source Code Management**?<br><br>**REPOSITORY PLATFORM**<br>**OWNERSHIP**<br>**BRANCHING STRATEGY** | **Yes** | Please refer to the ***Application Development & Deployment*** section of PowerSchool's Proposal document. |
| | Have you included the following information about your **Deployment Process?**<br><br>**DEVELOPMENT ENVIRONMENT**<br>**TEST ENVIRONMENT**<br>**PRODUCTION ENVIRONMENT**<br>**RELEASE PROCESS** | **Yes** | Please refer to the ***Application Development & Deployment*** section of PowerSchool's Proposal document. |
| | Have you included the following information about your **Change Management?**<br><br>**RELEASE SCHEDULE**<br>**EMERGENCY RELEASE PROCESS**<br>**ROLLBACK PROCEDURES** | **Yes** | Please refer to the ***Application Development & Deployment*** section of PowerSchool's Proposal document. |
| **Sub-Processors** | Have you included the following information about your **Current Sub-Processors?**<br><br>**COMPANY NAME**<br>**SERVICE PROVIDED**<br>**DATA SHARED**<br>**STORAGE LOCATION**<br>**SECURITY CERTIFICATIONS** | **Yes** | Please refer to the ***Sub-Processors*** section of PowerSchool's Proposal document. |
| | Have you included the following information about your **Sub-Processors Standards and Requirements?**<br><br>**DATA TRANSMISSION METHODS**<br>**ENCRYPTION STANDARDS**<br>**MONITORING CONTROLS**<br>**VENDOR RISK MANAGEMENT PROCEDURES** | **Yes** | Please refer to the ***Sub-Processors*** section of PowerSchool's Proposal document. |

## Submission Checklist

| Area/ Section | Question | Yes / No | O |
|---|---|---|---|
| **Data Ownership & API Access** | Have you provided information about how you meet the district's **REQUIRED features?**<br><br>**DISTRICT SHALL RETAIN FULL OWNERSHIP OF ALL DATA**<br>**UNRESTRICTED ACCESS TO ALL DISTRICT-OWNED DATA**<br>**ABILITY TO EXPORT DATA AT ANY TIME**<br>**NO RESTRICTIONS ON THIRD-PARTY INTEGRATIONS**<br><br>**ABILITY FOR DISTRICT TO GRANT API ACCESS TO ANY THIRD-PARTY VENDOR** | **Yes** | Please refer to the ***Data Ownership & API Access*** section of PowerSchool's Proposal document. |
| | Have you included the following information about your **APIs?**<br><br>**API DOCUMENTATION**<br>**RATE LIMITS**<br>**AUTHENTICATION METHODS**<br>**EXPORT CAPABILITIES** | **Yes** | Please refer to the ***Data Ownership & API Access*** section of PowerSchool's Proposal document. |
| **Integrated Time Clock** | Have you included the details about the capabilities of your **Integrated Time Clock?**<br><br>**MOBILE CAPABILITIES**<br>**GEOFENCING**<br>**SUPERVISOR APPROVALS**<br>**PAYROLL INTEGRATION**<br>**REPORTING CAPABILITIES**<br>**HARDWARE REQUIREMENTS** | **Yes** | Please refer to the ***Integrated Time Clock*** section of PowerSchool's Proposal document |
| **Implementation Plan** | Have you included the following information about your **Implementation Management Team?**<br><br>**PROJECT MANAGER**<br>**SUPPORT TEAM**<br>**NUMBER OF MINNESOTA-BASED SUPPORT STAFF**<br>**NUMBER OF ERP-DEDICATED SUPPORT STAFF** | **Yes** | Please refer to the ***Implementation Plan*** section of PowerSchool's Proposal document. |
| | Have you included the details about your **Implementation Plan?**<br><br>**DATA MIGRATION STRATEGY**<br>**TESTING STRATEGY/PLAN**<br>**CUTOVER PLAN** | **Yes** | Please refer to the ***Implementation Plan*** section of PowerSchool's Proposal document. |
| | Have you included the details about your **Post-Implementation Plan?**<br><br>**CHANGES TO CONTACTS FOR SUPPORT**<br>**PROCESS TO REPORT BUGS**<br>**PROCESS TO REQUEST TRAINING** | **Yes** | Please refer to the ***Implementation Plan*** section of PowerSchool's Proposal document. |

## Submission Checklist

| Area/ Section | Question | Yes / No | Notes/Exceptions |
|---|---|---|---|
| **Ongoing Support** | Have you included the details of your support **Support Staffing?**<br><br>**NUMBER OF SUPPORT PERSONNEL**<br>**NUMBER OF MINNESOTA-BASED SUPPORT STAFF**<br>**NUMBER OF ERP-DEDICATED SUPPORT STAFF** | **Yes** | Please refer to the ***Ongoing Support*** section of PowerSchool's Proposal document. |
| | Have you included the following information about your **Support Performance Metrics?**<br><br>**AVERAGE RESPONSE TIME**<br>**AVERAGE RESOLUTION TIME**<br>**ESCALATION PROCESS**<br>**SLA COMMITMENTS** | **Yes** | Please refer to the ***Ongoing Support*** section of PowerSchool's Proposal document. |
| | Have you included the details about your capabilities for **Onsite Support?**<br><br>**PROVIDE ONSITE SUPPORT**<br>**CONDUCT TRAINING**<br>**ASSIST WITH MAJOR INCIDENTS** | **Yes** | Please refer to the ***Ongoing Support*** section of PowerSchool's Proposal document. |
| | Have you included the following information about your **Support Platform?**<br><br>**CUSTOMER PORTAL**<br>**TICKETING SYSTEM**<br>**KNOWLEDGE BASE**<br>**SERVICE STATUS MONITORING** | **Yes** | Please refer to the ***Ongoing Support*** section of PowerSchool's Proposal document. |

## Proposed Pricing/Cost Estimates

### One-time and Implementation Costs

These spaces are provided for additional cost descriptions that aren't associated with the ones provided.

| Description | Proposed Amount | U/M | Est Qty | Fixed? | Notes |
|---|---|---|---|---|---|
| Project Management | | | | | |
| Solution Configuration | | | | | |
| Data Migration | | | | | |
| Integrations | | | | | |
| Testing | | | | | |
| Training | | | | | |
| Go-Live Support | | | | | |
| Travel & Expenses | | | | | |
| Guided Implementation (Virtual) | 9,710 | | | | Applicant Tracking & Employee Records |
| Guided Implementation (Onsite) | 15,710 | | | | Applicant Tracking & Employee Records |
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### Professional Services Rate Card

These spaces are provided for additional position descriptions that aren't associated with the ones provided.

| Description | Amount/Rate | U/M | Minimum |
|---|---|---|---|
| Project Manager | | | |
| Functional Consultant | | | |
| Technical Consultant | | | |
| Integration Developer | | | |
| Trainer | | | |
| | Included in implementation costs above | | |
| | | | |
| | | | |
| | | | |

## Proposed Pricing/Cost Estimates

### Annual Subscription Costs

These spaces are provided for additional feature/module descriptions that aren't associated with the ones provided.

| Feature/Module Description | Proposed Amount | U/M | Est Qty | Fixed? | Notes |
|---|---|---|---|---|---|
| Financial Management | 142,689.36 | | | | EFP, Allovue, CI, AMS |
| Human Resources | 40,812.65 | | | | ATS, Records, Perform, Prof Learning |
| Payroll | | | | | Included in Financial Mgmt |
| Employee Self Service | | | | | Included in Financial Mgmt |
| Workflow | | | | | Included in Financial Mgmt |
| Reporting/Analytics | | | | | Included in Financial Mgmt |
| TimeClock Plus | 11,729 | | | | This would stay billed directly with TCP |
| | | | | | |
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### Proposed Year Changes

| Year | Maximum % Increase to Subscriptions or Fees |
|---|---|
| 1 | 3% |
| 2 | 3% |
| 3 | 3% |
| 4 | 3% |
| 5 | 3% |

Region 1 appreciates the opportunity to submit this proposal in response to the Edina Public Schools Request for Proposal for an ERP SaaS solution.

For over 50 years, Region 1 has provided software solutions that help Minnesota schools manage critical human resources, payroll, finance, and administrative functions with accuracy, efficiency, and reliability. Our solution is designed to simplify daily operations while providing the security, performance, and support required by Minnesota school districts.

Our HR/Payroll & Finance platform delivers a fully integrated solution that enables districts to manage employee information, payroll, budgeting, purchasing, accounts payable, accounts receivable, general ledger, reporting, and other essential business functions within a single system.

Key benefits of our solution include:

- Integrated HR, Payroll, and Financial Management
- Secure, reliable, and scalable architecture
- Intuitive user experience that minimizes training requirements
- Responsive customer support provided by experienced professionals
- Regular software enhancements and ongoing product development
- Proven implementation methodology focused on minimizing operational disruption

Region 1 is committed to building long-term partnerships with our customers. Our implementation team works closely with district stakeholders to ensure a smooth transition, comprehensive training, and successful adoption of the system. Following implementation, our customer support team remains available to provide ongoing technical assistance, product guidance, and software updates.

We appreciate the opportunity to present our solution and look forward to the possibility of partnering with Edina Public Schools to support its human resources and financial management needs.

## Company Profile

**Company Name:** Region 1
**Headquarters:** Moorhead, MN
**Year Founded:** 1976
**Number of Employees:** 21

Region 1 is a software company specializing in the development, implementation, and support of Human Resources, Financial Management, Student Information & Library solutions for Minnesota schools. Our organization is dedicated to delivering reliable, secure, and user-friendly software that helps customers improve operational efficiency while maintaining compliance with applicable business and regulatory requirements.

## Core Products and Services

Our organization provides software & support in many areas including:

- Human Resources Management
- Payroll Processing
- Financial Management
- Budgeting
- Purchasing
- Accounts Payable
- Accounts Receivable
- General Ledger
- Reporting and Analytics
- Software Implementation
- Training
- Technical Support
- Ongoing Product Maintenance and Enhancements

## Experience

Our team includes experienced software developers, implementation specialists, trainers, and customer support professionals who work collaboratively to deliver high-quality software and responsive customer service. We are committed to continuous product improvement through ongoing software development, regular maintenance releases, and customer-driven enhancements.

## Customer Support

Customer support is provided by knowledgeable staff who are familiar with both the application and the operational needs of our customers. Support includes technical assistance, issue resolution, software updates, and guidance on product functionality. We pride ourselves on being an extension of the district's business-office.

## Commitment to Quality

Software quality is maintained through structured software development, version control, quality assurance testing, controlled release management, and ongoing product maintenance. We continuously evaluate customer feedback and evolving technology to enhance system functionality, security, and performance.

Our goal is to build long-term partnerships by providing dependable software, responsive service, and a commitment to continuous improvement.

Edina Public Schools

# Proposal Submission Worksheet

## Your Company

| | | | |
|---|---|---|---|
| **Company Name** | **Region 1** | **Contact Name** | **Erik Hiedeman** |
| **Address** | **3031 17th Street S** | **City** | **Moorhead** |
| **State** | **MN** | **Zip** | **56560** |
| **Application Name:** | **Region 1 – SMART Proposal for Edina Public Schools** | | |

## Your Team

| Role | Name | Title | Email |
|---|---|---|---|
| **Account Manager/Executive** | **Erik Hiedeman** | **Executive Director** | erik@region1.k12.mn.us |
| **Sales Manager/Supervision** | **Mara Schwartz** | HR Coordinator | mara@region1.k12.mn.us |
| **Implementation Manager** | **Angie Potas** | Payroll Coordinator | angie@region1.k12.mn.us |

## Your References

| District Name | Contact Name | Contact Title |
|---|---|---|
| **Moorhead** | **Kam Wingenbach** | Director of Business Services |
| **Walker-Hackensack-Akeley** | Kyle Bergem | Business Manager |
| **Detroit Lakes** | Kylie Johnson | Human Resources Director |

## Qualifiers and Certifications

| Question/Data Point | Yes / No |
|---|---|
| Have you reviewed & agree with all terms, conditions, specifications, and requirements as described? | **yes** |
| Is your application recognized as an approved solution by MDE for integration with MDE's Ed-Fi data reporting? | **yes** |
| Do you certify you comply with FERPA? | **yes** |
| Do you certify you comply with COPPA? | **yes** |
| Do you certify you comply with all applicable Minnesota laws? | **yes** |

Edina Public Schools

## General System Requirements

| Question | Yes / No | Notes/Exceptions |
|---|---|---|
| Is your proposed application fully SaaS hosted (no District-hosted software/infrastructure required)? | yes | |
| Does your proposed application support ROLE-based security? | yes | |
| Does your proposed application support multi-factor authentication? | yes | |
| Does your proposed application support SSO (SAML/OIDC)? | yes | |
| Does your proposed application provide comprehensive audit logging? | yes | |
| Does your proposed application provide configurable workflow automation? | yes | |
| Does your proposed application provide API-first architecture? | yes | In our web product (some examples Online shopping vendors, Twilio for our text messages and IRS direct connections) |
| Does your proposed application support mobile devices? | yes | Web based product does for TimeTracker |
| Does your proposed application support unlimited historical data retention? | yes | |

Edina Public Schools

## Functional System Requirements

| Area/ Section | Question | Yes / No | Notes/Exceptions |
|---|---|---|---|
| **Finance** | Does your proposed solution address all of these required functions?<br><br>***GENERAL LEDGER***<br>***BUDGETING***<br>***ACCOUNTS PAYABLE***<br>***PURCHASING***<br>***ASSET MANAGEMENT***<br>***GRANTS MANAGEMENT***<br>***BANK RECONCILIATION***<br>***FINANCIAL REPORTING*** | Yes | Grants Management is not its own section, but there are multiple options for tracking or doing grant items depending on what is trying to be accomplished. |
| **Human Resources** | Does your proposed solution address all of these required functions?<br><br>***EMPLOYEE RECORDS***<br>***POSITION CONTROL***<br>***BENEFITS ADMINISTRATION***<br>***RECRUITING***<br>***ONBOARDING***<br>***PERFORMANCE MANAGEMENT***<br>***PAYROLL*** | yes | ***RECRUITING/ ONBOARDING – we have some options to assist with pieces of these projects but may need more clarification of exact needs. Not a full applicant hiring site. But do have vacancy tracking and some basic applicant information tracking prior to automatically moving into employee information at hire.*** |
| **Payroll** | Does your proposed solution address all of these required functions?<br><br>***PAYROLL PROCESSING***<br>***TAX MANAGEMENT***<br>***DIRECT DEPOSIT***<br>***GARNISHMENTS***<br>***LEAVE TRACKING*** | yes | Compliant for IRS and MN revenue requirements, various other states for remote workers, PERA/TRA, Wage theft, MN UI/ESST/MN Paid Leave, OSHA compliant. TimeOff plan years, rolling personal TimeOff plan years for MN Paid Leave/FMLA intermittent tracking. |

Edina Public Schools

## Submission Checklist

| Area/ Section | Question | Yes / No | Notes/Exceptions |
|---|---|---|---|
| **Minnesota School District Experience** | Have you included a **report of all of your Minnesota School Districts ERP client list (7/1/2019–5/30/2026)** including?<br><br>***GO LIVE DATE***<br>***MODULES IMPLEMENTED***<br>***TERMINATION DATE (IF APPLICABLE)*** | Yes | Please see attached report |
| **Security** | Have you included a **report disclosing all cybersecurity incidents** disclosed (2021-2026) including?<br><br>***DATE***<br>***NATURE OF EVENT***<br>***IMPACT***<br>***NUMBER OF CLIENTS AFFECTED***<br>***REMEDIATION ACTIONS*** | N/A | No cybersecurity incidents to report |
| | Have you included your **current SOC 2 Type II report** including?<br><br>**DATE OF AUDIT**<br>**AUDITING ORGANIZATION**<br>**SCOPE OF CERTIFICATION**<br>**SUMMARY OF FINDINGS** | No | Region 1 has not completed SOC 2 Type II reporting |
| | Have you included the following information about your **Security Practices?**<br><br>**SECURE CODE REVIEW**<br>**DEPENDENCY SCANNING**<br>**VULNERABILITY TESTING**<br>**PENETRATION TESTING** | Yes | |
| **Infrastructure & Hosting Architecture** | Have you included the following information about your **Hosting Environment**?<br><br>**CLOUD PROVIDER(S)**<br>**DATA CENTER LOCATION(S)**<br>**GEOGRAPHIC REDUNDANCY** | Yes | Region 1 does not support any cloud-hosting. Our data-center is located at our offices in Moorhead, MN and backed up offsite at 702 communication |
| | Have you included the following information about your **Database Architecture?**<br><br>**DATABASE PLATFORM**<br>**REPLICATION STRATEGY**<br>**HIGH AVAILABILITY DESIGN** | Yes | SQL Server 2022 – Migrating to SQL Server 2025 in Spring 2027<br><br>Our databases are backed up hourly and can be restored to a specific timestamp |
| | Have you included the following information about your **Backup and Recovery?**<br><br>**BACKUP FREQUENCY**<br>**RETENTION SCHEDULE**<br>**RECOVERY POINT OBJECTIVE (RPO)**<br>**RECOVER TIME OBJECTIVE (RTO)** | Yes | Logs are backed up hourly and our databases are backed up every night.<br><br>Backup retention is currently 20 days<br><br>Database can be restored back to specific point in time |
| | Have you included the following information about your **Disaster Recovery?**<br><br>**DR ARCHITECTURE**<br>**FAILOVER PROCESS**<br>**TESTING SCHEDULE** | **Yes** | Offsite backups housed at 702 communications.<br><br>Systems can be restored timely |

Edina Public Schools

## Submission Checklist

| Area/ Section | Question | Yes / No | Notes/Exceptions |
|---|---|---|---|
| Application Development & Deployment | Have you included the following information about your **Source Code Management**?<br><br>**REPOSITORY PLATFORM**<br>**OWNERSHIP**<br>**BRANCHING STRATEGY** | **Yes** | **SMART Systems Development - Owned by Regions 1-5**<br><br>Visual SVN – source control<br>Apache subversion<br>Isolated copies |
| | Have you included the following information about your **Deployment Process?**<br><br>**DEVELOPMENT ENVIRONMENT**<br>**TEST ENVIRONMENT**<br>**PRODUCTION ENVIRONMENT**<br>**RELEASE PROCESS** | **Yes** | **SMART Systems Development - Owned by Regions 1-5**<br>**Development/Test/Production (simulated) servers and software at SSD**<br>**Test/Production at each region**<br><br>Testing software is released to region to test for period of time. End to End testing prior to release week. Software is released to regions. Regions choose when to install within 3-week timeframe of release. |
| | Have you included the following information about your **Change Management?**<br><br>**RELEASE SCHEDULE**<br>**EMERGENCY RELEASE PROCESS**<br>**ROLLBACK PROCEDURES** | **yes** | **SMART Systems Development - Owned by Regions 1-5**<br>**Feb/March – mandatory release 941s/W4**<br>**May – end of fiscal year items/Payoffs**<br>**Sept – back to school items/MDE STAR**<br>**Dec – Mandatory release W2/1099s/ACA**<br><br>Other things are included in releases as ready, but that general timeline stays the same due to mandatory items.<br><br>Hotfixes are released as needed; previous version is always available to roll back to. Backups are done prior to any major release in case. |
| Sub-Processors | Have you included the following information about your **Current Sub-Processors?**<br><br>**COMPANY NAME**<br>**SERVICE PROVIDED**<br>**DATA SHARED**<br>**STORAGE LOCATION**<br>**SECURITY CERTIFICATIONS** | **N/A** | **No Sub-Processors** |
| | Have you included the following information about your **Sub-Processors Standards and Requirements?**<br><br>**DATA TRANSMISSION METHODS**<br>**ENCRYPTION STANDARDS**<br>**MONITORING CONTROLS**<br>**VENDOR RISK MANAGEMENT PROCEDURES** | **N/A** | **No Sub-Processors** |

Edina Public Schools

## Submission Checklist

| Area/ Section | Question | Yes / No | Notes/Exceptions |
|---|---|---|---|
| **Data Ownership & API Access** | Have you provided information about how you meet the district's **REQUIRED features?**<br><br>**DISTRICT SHALL RETAIN FULL OWNERSHIP OF ALL DATA**<br>**UNRESTRICTED ACCESS TO ALL DISTRICT-OWNED DATA**<br>**ABILITY TO EXPORT DATA AT ANY TIME**<br>**NO RESTRICTIONS ON THIRD-PARTY INTEGRATIONS**<br><br>**ABILITY FOR DISTRICT TO GRANT API ACCESS TO ANY THIRD-PARTY VENDOR** | **Yes** | **District shall retain full ownership of all data and our support staff can work with district personnel on any customized reports**<br><br>**Our support staff can assist data export accommodations via FTP sites per request**<br><br>**While we are able to assist with customized third-party integrations, we are unable for the district to grant API Access to any third-party vendor** |
| | Have you included the following information about your **APIs?**<br><br>**API DOCUMENTATION**<br>**RATE LIMITS**<br>**AUTHENTICATION METHODS**<br>**EXPORT CAPABILITIES** | **N/A** | |
| **Integrated Time Clock** | Have you included the details about the capabilities of your **Integrated Time Clock?**<br><br>**MOBILE CAPABILITIES**<br>**GEOFENCING**<br>**SUPERVISOR APPROVALS**<br>**PAYROLL INTEGRATION**<br>**REPORTING CAPABILITIES**<br>**HARDWARE REQUIREMENTS** – *not sure if this is related to the clock – but that is how answered* | **yes** | Clocking in is available on any mobile device. We have the ability to restrict to the district's IP addresses or require people to be on their WIFI to clock in. Customizable down levels to a person.<br>Customizable by district: Supervisor approvals, TimeTracker data integrates into Payroll, TimeOff and ACA. Many reports and automatic notifications available in SMART & SMART eR. No physical timeclock required. Runs on a computer, Chromebook, iPad – whatever is chosen by district to clock in. |
| **Implementation Plan** | Have you included the following information about your **Implementation Management Team?**<br><br>**PROJECT MANAGER**<br>**SUPPORT TEAM**<br>**NUMBER OF MINNESOTA-BASED SUPPORT STAFF**<br>**NUMBER OF ERP-DEDICATED SUPPORT STAFF** | **Yes** | **Our implementation team will also continue forward as your support representatives. We believe there is a large benefit to having those who help build and create your database to also support it.**<br><br>**We have two IT specialists, four finance support specialists and five payroll/HR support specialists – all based in Moorhead, MN.** |
| | Have you included the details about your **Implementation Plan?**<br><br>**DATA MIGRATION STRATEGY**<br>**TESTING STRATEGY/PLAN**<br>**CUTOVER PLAN** | **Yes** | **We are unable to migrate any past records into SMART Systems.**<br><br>**Please see proposed implementation timelines attached.** |

| | | | |
|---|---|---|---|
| | Have you included the details about your **Post-Implementation Plan?**<br><br>**CHANGES TO CONTACTS FOR SUPPORT**<br>**PROCESS TO REPORT BUGS**<br>**PROCESS TO REQUEST TRAINING** | **Yes** | **There are no changes to your support contacts.**<br><br>**Bugs are reported to your support representatives. Items added to our SSD development timeline to determine steps for resolution.**<br><br>**To request training, our support representatives can work with district personnel to schedule virtual/live training sessions** |

## Submission Checklist

| Area/ Section | Question | Yes / No | Notes/Exceptions |
|---|---|---|---|
| **Ongoing Support** | Have you included the details of your support **Support Staffing?**<br><br>**NUMBER OF SUPPORT PERSONNEL**<br>**NUMBER OF MINNESOTA-BASED SUPPORT STAFF**<br>**NUMBER OF ERP-DEDICATED SUPPORT STAFF** | **Yes** | **We have two IT specialists, four finance support specialists and five payroll/HR support specialists – all based in Moorhead, MN.** |
| | Have you included the following information about your **Support Performance Metrics?**<br><br>**AVERAGE RESPONSE TIME**<br>**AVERAGE RESOLUTION TIME**<br>**ESCALATION PROCESS**<br>**SLA COMMITMENTS** | **N/A** | **We do not utilize a formal ticket system for our software support. Our dedicated team is available from 8:00am – 4:30pm and prides ourselves on our renowned service. We are generally able to solve issues the same-day, or work with our Software Development team to find customized solutions.** |
| | Have you included the details about your capabilities for **Onsite Support?**<br><br>**PROVIDE ONSITE SUPPORT**<br>**CONDUCT TRAINING**<br>**ASSIST WITH MAJOR INCIDENTS** | **Yes** | **We are available for onsite support at the request of our district users. Most of our support correspondence is handled via phone/email communication.**<br><br>**Many of our support requests are diagnosed and resolved remotely.**<br><br>**We are available at the district request for both onsite training & major incident resolution** |
| | Have you included the following information about your **Support Platform?**<br><br>**CUSTOMER PORTAL**<br>**TICKETING SYSTEM**<br>**KNOWLEDGE BASE**<br>**SERVICE STATUS MONITORING** | **Yes** | **We do not have a formal ticketing system. We have dedicated representatives specific to Finance & Payroll/HR who would be assigned to your district. Our team currently supports over 90 MN districts & charter schools.**<br><br>Software issues/ideas reported by district to region are taken to statewide committee. If approval tasks are created and scheduled. Regions notify users about new features with user notes each release. |

Edina Public Schools

## Proposed Pricing/Cost Estimates

### One-time and Implementation Costs

These spaces are provided for additional cost descriptions that aren't associated with the ones provided.

| Description | Proposed Amount | U/M | Est Qty | Fixed? | Notes |
|---|---|---|---|---|---|
| Project Management | $0 | | | | |
| Solution Configuration | $0 | | | | |
| Data Migration | $0 | | | | |
| Integrations | $0 | | | | |
| Testing | $0 | | | | |
| Training | $0 | | | | |
| Go-Live Support | $0 | | | | |
| Travel & Expenses | $0 | | | | |
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### Professional Services Rate Card

These spaces are provided for additional position descriptions that aren't associated with the ones provided.

| Description | Amount/Rate | U/M | Minimum |
|---|---|---|---|
| Project Manager | N/A | | |
| Functional Consultant | N/A | | |
| Technical Consultant | N/A | | |
| Integration Developer | N/A | | |
| Trainer | N/A | | |
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Eding Public Schools

## Proposed Pricing/Cost Estimates

### Annual Subscription Costs

These spaces are provided for additional feature/module descriptions that aren't associated with the ones provided.

| Feature/Module Description | Proposed Amount | U/M | Est Qty | Fixed? | Notes |
|---|---|---|---|---|---|
| Financial Management | $47,244.45 | | | $4125 | $4.95 per ADM |
| Payroll/Human Resources | $53,116.60 | | | $4335 | $5.60 per ADM |
| Employee Self Service | $0 | | | | SMART ER included with SMART HR/Payroll |
| Workflow | $0 | | | | |
| Reporting/Analytics | $0 | | | | |
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### Proposed Year Changes

| Year | Maximum % Increase to Subscriptions or Fees |
|---|---|
| 1 | 2% |
| 2 | 2% |
| 3 | 2% |
| 4 | 2% |
| 5 | 2% |

*SMART is owned and supported by Regions I-V, serving over 500 Minnesota school districts and charter schools.*

*SMART* is structured as a series of modules that allow the district to decide which modules to implement to meet their needs. Security levels by user are established to protect confidential information. A key feature of SMART is the "date effective" entry of data. This allows the user to record entries and changes when received, knowing they will not take effect until the date is reached. District data is kept indefinitely, so it is available if ever needed.

*SMART eR* is a web-based application that allows employee access to relevant personal data. District staff, such as Principals, are able to access more information about employees in their building without accessing all districtwide staff. SMART eR can be opened directly and securely from the SMART application in certain windows. Approval processes are available for employee ordering and business reimbursements. There is also a transportation tracking module that feeds information to Finance. Employee data is always accessible in SMART eR (even terminated): Pay Stubs, W2, ACA forms, Contracts/Notice of Assignments, Wage Statements, YTD payroll info, etc.

SMART supports a paperless environment, has real-time data lookups, and customizable menus and reporting per report/user. All reports created in SMART and SMART eR can be saved to Excel or pdf if needed. Notifications and updates are sent instantly, hourly and overnight depending on setup.

## SMART Module Descriptions:

### *Finance*

***Finance*** is a financial accounting system designed to meet the needs of Minnesota school districts. It includes modules for General Ledger, Budgeting, Requisitions and Purchasing, Accounts Payable, Accounts Receivable, Fixed Assets, and Administration. General Ledger balances flow between payroll and finance with a Bank reconciliation option available. There is an AP direct file payment process available with Old National bank for bill pay.

### *Payroll*

- ***Payroll*** performs all the functions related to paying people and then reporting this information to the various agencies: IRS, State Revenues, MN UI/MN Paid Leave, STAR, Social Security Administration, MN New Hire, and retirement pension reporting. All standard pay, deduction, board benefit and tax calculation are calculated for the IRS and multiple supported states. Payroll calculations are performed on a real-time basis with the capability to recalculate and review the payroll results as many times as necessary before any checks or reports are ever printed. Retroactive pay options and summer payoff choices are also available. The system allows for payroll direct deposit with an option to print the complete payroll check on plain check stock. Viewing of pay stub information, ESST and Paid Leave requirements, and wage statements is done in SMART eR. Many employee payroll changes can be made directly in SMART eR including: Direct Deposit, W-4, employee information, and W-2/ACA form preferences.

• ***TimeOff*** is integrated, yet independent from payroll processing. Leave usage data is entered as time permits and is not required to be done as a part of each payroll cycle. It allows the district to define the various types of leaves and accrual methods. If desired, the leave data can be printed on the pay stub or direct deposit notice and also be available to employees in SMART eR. TimeOff is designed to track Earned Sick and Safe Time (ESST), accrue ESST by payroll, and has rolling personal TimeOff plan options to track MN Paid Leave and FMLA. TimeOff is integrated into the TimeTracker module.

## *HR*

• ***HR*** provides the functions that are needed to track employee events throughout their tenure - starting with hiring and ending with retirement or separation. The majority of these windows allow for employees to enter and view information in SMART eR. Employee data examples include: name/address changes, property tracking, education, seniority based on employee, training, safety training and immunizations. Events examples include: immunization tracking, performance reviews, wellness programs, and grievances.

• ***SMART Communications*** provides information from employees to the business office and vice versa. Announcements and notices from business office can be sent to employee dashboard in SMART eR. District form posting (i.e.: district policies, MN Paid Leave notice, teacher agreement, etc.) and employee view/signature tracking is available. Secure customized questionnaires can be created and sent to all or specific groups. Notifications about employee activity in SMART can be setup and automatically sent to
the SMART User dashboard. Workflow routing can also be done within SMART and sent to the SMART dashboard. Also, tracking to-do list and create quarterly/yearly reminders for mandatory items.

• ***Employee Management*** is broken into two main components: Assignments and Permissions. Assignments provide a way to manage FTEs by daily assignment(s) for employees outside of the payroll process. It is easy, allowing for a process to create assignments in groups instead of by individual employee. It includes the ability to have FTE, multiple bargaining units, seniority tracking, and vacancies by assignment. There is a quick and efficient way to create Employee Contracts based on MSBA templates and other formats of reports. It has the ability to roll assignments from current year to next, automatically generate vacancies, and transfer previous employee's assignment to a new replacement employee.

• ***Permissions*** (for SMART eR) uses assignment detail to assign employees to correct supervisor(s). Managers will only be able to see other employees they manage in SMART eR – not all unless needed. Employees will only be able to see the specific account codes they are able to see in SMART eR unless they are the administrator in that area.

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• ***Benefits*** will track the various activities related to Benefit Tracking and Retiree and COBRA Insurance. The required COBRA paperwork can be generated, decisions tracked, and invoices created in SMART Finance.

## *Agency*

*Compliance* includes agency related items that need to be done for each payroll. *Quarterly* houses items that are done on a quarter basis like 941 reporting. *Periodic* includes Payroll related items that happen once a year such as GASB 101, STAR or PERA/TRA audit reports or when contacted by an Agency.

*ACA* includes tracking hours for proof, ALE determination, lookback measurement tracking, employee ACA info tracking, covered individual file import and maintenance, affordability, creating form data, and options for sending corrected forms to the IRS. The ability to file with the IRS directly and get file statuses back from them is included in SMART eR; as well as printing 1095B or 1095C forms, IRS error letters and viewability to employees.

*Injuries and Workers Comp* will track all of the information starting with Supervisor report of Accident (also in SMART eR), FROI form generation, OSHA Form 300 for posting, and creation of a file to upload for OSHA Filing 300A.

### Agencies/Requirements

- TRA / PERA and auditor reports
- MDE – Licensure/STAR
- Flex/Cafeteria/Section 125 Plans
- GASB101
- MN UI/Paid Leave/ESST
- UFARS Reporting
- SEDRA Reporting
- FROI/OSHA file upload
- CRDC
- EEO5 tracking and reporting
- IRS – 941, W4, ACA, 1099
- SSA-SSN Verification, W2
- Wage Theft

## *Budgeting*

*Budgeting* provides districts with the ability to create and run one or multiple scenarios for personnel budgeting. The approach uses a concept called "Annual Payroll" and takes the relevant data out of the SMART HR production database and puts it into a "play" Budget. The budgeting database allows the district to roll up steps and lanes, and to adjust pay, benefits and distribution codes. The district can verify results with payroll reports and automatically import into SMART Finance.

## *TimeTracker*

*TimeTracker* provides the functions needed for employees to record hours worked and make TimeOff requests. The TimeTracker Module gives the employer the tools needed manage employee time and attendance. TimeTracker captures employee time in SMART eR, allows employee/supervisors to enter TimeOff requests, supervisor(s) approval in eR, processing the data for errors and importing final approved data into SMART HR for processing timecards, TimeOff and ACA Hours.

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## *Generic Regional Services*

- Software Support & Training
- Payroll, Taxes, ESST/Paid Leave support
- UFARS and Mandatory reporting support
- Secure software access; district defined
- 1099/W-2 Electronic Filing to Agencies
- In-house Server, Database Backup and Security
- Software Releases during year
- Auditor Access if Authorized

The Finance Module is a financial accounting system designed to meet the needs of Minnesota school districts. It includes modules for General Ledger, Budgeting, Requisitions and Purchasing, Accounts Payable, Accounts Receivable, Fixed Assets, and Administration. This module provides the windows and reports needed to calculate, create and submit data to ensure all filings and payments comply with state UFARS and federal reporting.

## Accounts Payable

Accounts Payable provides flexible payment processing and detailed disbursement information allowing the company to successfully control vendor relationships while managing cash flow and controlling expenses. It streamlines the flow and processing of data by providing online approvals, predefined expense distributions, and invoice allocations. It supports complete vendor payment history and invoice analysis.

The full cycle of the accounts payable process includes receiving the purchase order (PO), receipt of the vendor's invoice, cross-referencing the PO with the invoice, and ultimately authorizing the final payment to vendor. Accounts Payable also supports multiple payment options including checks, wire transfers and electronic funds transfers. Default accounts payable and expense accounts can be setup for entering invoices.

Other features include: Unlimited vendor addresses, user-defined categories, defaulting of data, payment controls, vendor and invoice hold processing, bank reconciliation, automatic duplicate invoice checking (prevent unauthorized payments), and many standard reports.

## Accounts Receivable

Accounts Receivable deals with the school district receiving money from customers or entities. Example of a transaction would be for a school district to send an invoice to a former employee requesting money for continuance of their health insurance (COBRA situation). Once that money is received, the amount is entered into the receipt system. Other examples of money being received by a school district would be from the government (federal and state), community education, school lunch program, and grants. At the end of the process, AR journal entries are generated in order to record the money received (revenue).

## Administration

Administration deals with setup and maintenance of the finance system. The administration windows and reports are used to process specific administrative tasks. The Application Setup menu is usually only used during the setup of new district which allows application setup menus to create default setting used throughout the system. The Administration menu is used more often to create and update default settings including auto comments, data extraction, process control, report maintenance, routing approval and note locations.

## Budgets

Finance is a flexible system providing the user with many options for setting up a budget or budgets. A budget can be entered three different ways: Chart of Accounts, Budget Import from Payroll or Budget Workpapers. If you are unsure of the best way to setup the districts' budget, would like to consider encumbrances, or locks to prevent changes, please contact your Regional Center. Finance is designed to handle multiple budget files that may be used for a variety of district purposes. The user assigns each file a Budget Code that can be used in certain reports or the Account Analysis screen. Some **EXAMPLES** of Budget Codes and their purposes are:

- Budget code **27ADP**. This file contains the original adopted expenditure and revenue budget approved by the school board without modifications. *The budget (adopted) is normally entered in around March/April timeframe for the July 1 start of the fiscal year.*
- Budget code **27REV**. This file is a working copy of your revised budget. Changes can be made to this file as needed. This file can become budget code 26BUD after board approval. *Throughout the fiscal year, the school district will make revisions to this budget under this category.*
- Budget code **27BUD**. This file contains the latest revised budget (Revenues and Expenditures) approved by the school board the 2026-27 fiscal year. *Changes would be made to this file after board approval. Certain windows and reports will display the budget amount for each account code along with giving actual amounts encumbered and recorded to the general ledger.*

Budget files are not part of the chart of accounts and must be maintained independently. The system will create a zero-dollar budget amount to the default budget code found in the Fiscal Year Maintenance screen for the start period of the account code. The budget amount can be edited as needed.

## Fixed Assets

The Fixed Assets menu allows tracking of assets within the school district. This includes such things as computers, athletic equipment, audio/visual equipment, the school building(s), etc. Districts have the ability to set thresholds to track assets value. A district may only want to keep track of items in the district that have a value greater than $3000 dollars. Thus, the district would not enter a science teachers' desk into the system but might record the microscope utilized in the classroom. This module also generates FA journal entries to denotes these items into account code information to keep track of the monetary value of the item.

## General Ledger-Fin

The General Ledger-Fin menu is used to track a record of financial transaction including assets, liabilities, revenues, expenses, income and equity. It also is a tracking system for budgeting and of encumbrances. An encumbrance is a way for the district to track an expense prior to the transaction being posted to the account code. Then the system will keep track of (or encumber) account code transactions in the online requisitions (optional), purchase order, voucher and journal entry areas. This is also to manage any transactions with the SMART eR Transportation module and to reconcile bank statements.

## Purchase Orders

The Purchase Orders menu is used to process requisitions and purchase orders that are imported from SMART eR or entered manually. SMART eR allows for a requisition to be entered or online shopping directly on a company's site. The cart is then transferred back into SMART eR for approval. The requisitions and purchase orders outline exactly what the order should contain and when it should arrive and includes quantity of items, detailed descriptions of the items, the price, date of purchase, and payment terms. Some of the school districts utilize the receiving menu item so when a district receives the supplies from the vendor, it is noted on the system.

Functions that are needed to track employee events throughout their tenure - starting with hiring and ending with retirement or separation. The majority of these windows allow for employees to enter and view information in SMART eR. Events examples include: performance reviews, wellness programs, and grievances.

1) **Tracking of new employee data:**
   a. Employees can transfer data securely from SMART eR to the Business office
   b. Forms for updating information directly in SMART eR:
      *Education, continuing education, licensure, Safety/other training, competency and skills*
      *W4, Direct deposit, contact, address, and other employee info*
      *Employee medical information, Immunizations, Medical Exam Authorization*
   c. *District can easily update teacher licensure from data automatically loaded monthly from MDE.*
   d. *Verification window for data entered in SMART eR by business office*
   e. *Can build electronic personnel files in SMART with district specific folders and subfolders*

2) **District property tracking including:**
   a. District credit cards, equipment, or whatever needs tracking
   b. Employee Vehicle Requests for district vehicles: Waiting list, Vehicle calendar, maintenance list, mileage log, feeds finance expenses
   c. Online shopping and order request for school needs in SMART eR

3) **Event data tracking:**
   a. Business expense tracking in eR with routing process for approval and payment in payroll
   *b.* Employee leave of absence:
      1. Leave request form in SMART eR transfers from employee to SMART
      2. Place employee on leave/return from leave
      3. *Feeds information to the PERA Annual Leave Reporting report per fiscal year*
   c. Employee non-renewal:
      1. Termination statistic reports
      2. Turnover reports
      3. Feeds PlanSource for benefit termination
   d. Seniority process by employee:
      1. *Maintaining the tenure date, seniority date, number and code.*
      2. *District can also easily archive the seniority report yearly for reference.*
   e. Medical and Wellness information (*Emp medical info, Immunizations, Medical Exam Authorization)*
      1. *Exam Notice report to track testing needed by employees*
      2. *Information in this area is restricted by user class due to HIPPA rules*
   f. Career Planning reviews

### *SMART Communications*

- Announcements and notices from business office to employee dashboard in SMART eR
- Employee data always accessible in SMART eR (even terminated): Pay Stubs, W2, ACA forms, Contracts/Notice of Assignments, Wage Statements, YTD payroll info, etc.
- Form posting (i.e.: handbook, teacher agreement) and employee view/signature tracking
- Secure customized questionnaires can be created and sent to all or specific groups
- SMART User dashboard:
    1. District staff can securely email (and attach window) within SMART about personnel issues.
    2. System notifications can be triggered by activity throughout SMART.
    3. Track to-do list and create quarterly/yearly reminders for mandatory items.

### *COBRA*

Allows the employer to setup and track COBRA for workers and their families who lose their health benefits and choose to continue group health insurance, and other benefits as allowed by the policy and employer policies, for limited periods of time. COBRA windows and reports allow the user to:

1. Generate tracking records
2. Print notices
3. Maintain tracking records

4. Setup invoices for billing
5. Generate the invoices to be sent to the COBRA participant
6. Invoice payments are tracked in finance.

### *Employee Management*

*Employee Management* is broken into two main components: Assignments and Permissions. *Assignments* provide a way to manage FTEs by daily assignment(s) for employees outside of the payroll process. It is easy, allowing for a process to create assignments in groups instead of by individual employee. *Permissions* (for SMART eR) uses assignment detail to be able to assign employees to a correct manager.

**1) Assignments Features:**

- Process to create assignments in groups instead of by individual employee
- Ability to have multiple bargaining units per employee
- Seniority tracking per assignment (reporting)
- Ability to synchronize assignment codes with distribution codes
- Quick and efficient way to create Employee Contracts and/or Notice of Assignment and extra assignments or other forms employer may need using this data

- Ability for employees to view their Contract/Notice of Assignment/other Assignments in SMART eR
- Ability for employee to electronically sign Contracts/Assignments in SMART eR
- Ability to retain employee assignment history
- Ability to track vacancies and transfer previous old employee's assignment to a new replacement employee/applicant
- Way to run reports to compare two years staffing changes or assignment comparison.
- Ability to roll assignments from current year to next if minimal changes

2) **Permissions Features:**
   - Creates a hierarchy of all employees in the district
   - Managers will only be able to see other employees they manage in SMART eR – not all anymore
   - Employees will only be able to see the specific account codes they are able to see in SMART eR
   - It will also drive what account codes a specific SMART Finance user can see and use
   - Ability to stop access to the software and assignments based on an expected termination date
   - Ability to setup Routing for Approvals: Reimbursements and Online Ordering

3) **Applicant Features:**
   - Ability to track applicants to a vacancy or setup an assignment
   - Ability to have multiple bargaining units
   - Ability to create initial Notice of Assignment or Contract (based on existing employee template if desired)
   - Ability to see linked applicant contracts in SMART eR after becoming an employee
   - Auto-transfer applicant information from Employee Management into Payroll through the New Hire window
   - Makes a link from the Applicant ID to the Employee ID

## *Benefit Tracking*

Allows for simple tracking of benefits to a more integrated import option.

- Create/Maintain employees eligible for benefits
- Flex plan eligibility
- Nondiscrimination testing for pre and post plan year
- Enrollment data can be mapped from an outside system and imported
- Imported data can be transferred to setup Payroll deductions

# Payroll Overview

***The Payroll** module* provides the functionality needed to implement established policies and payroll procedures for calculating employee pay and benefits for the organization. This module provides the windows and functions needed to ensure all employees are paid accurately and timely using date-effective pay, deductions, benefits, taxes, retirement and direct deposit entries. The Payroll Module provides the functions and reporting requirements needed to comply with state and federal reporting. The module uses reports and electronic files to ensure withholding and deductions are remitted in a timely manner.

The payroll module offers a companion web-based application-SMART eR, allowing distinct user access for system administrators, managers and employees. All users log onto the same online portal, with access restricted by job responsibility. Employees can see personnel items including current and past pay stubs, calendar year-to-date totals, fiscal year-to-date totals, contract information, time off, flex information, ACA Form 1094 or 1095, and Forms W-2/W-4.

SMART eR provides the employee access to view or update personal information, including tax withholding and direct deposit, if the employer allows access. Managers can use SMART eR to access their own personal information, manage assigned employees and run reports or process approvals. Human Resources, or other system administrators, have full access to items the employers allow in SMART eR.

## Employee Setup

Employee Setup menu provides general information about an employee that an employer would record in an employee's personnel file including new hire/rehire information and ongoing date-effective status changes. Windows allow user to record salary, pay authorization, distribution of payroll for general ledger, deductions, benefits, tax information, retirement, termination, check delivery (direct deposit), pay detail, MN STAR reporting, and ACA information. Multiple proofing and date-effective reports are helpful to view employee information for accuracy.

## Payroll Processing

Payroll Processing menu allows the user to process a payroll from beginning to end. This menu provides windows for timecard entry, timecard import, calculation of payroll, a current check option to view employee gross to net pay calculation one at a time, proofing reports, a window to create a payroll, print checks, create the direct deposit of payroll file, print direct deposit notices and reconcile checks. Retro pay options and multiple summer payoff options are also available. Wage Theft notices can be created for employees that can be printed and mailed to the employee or signed in SMART eR. It will do reminder emails to track notifications automatically.

The payroll-processing menu provides access to a number of windows and reporting processes used to record and calculate exceptions to payroll including hourly or unit pay, dock-in-pay, lane change, and overrides to pay, deduction or benefits. Multiple proofing reports are available to be used during the payroll process as well as for reporting purposes after payroll is processed.

## General Ledger-Pay

General Ledger-Pay menu provides automation to create the general ledger file for direct import into the Finance Module. This menu provides a process to correct distribution errors found in creating the general ledger file. Includes a window to stop invalid account codes and an important process to keep data as clean as possible to avoid unnecessary errors. Several general ledger reports assist in reviewing general ledger details for accuracy.

## Payroll Setup

Payroll Setup menu provides the windows and reports used to initially setup and maintain setting in the Payroll Module. General employer information is entered and updated including bank, fed entity and location information. Payroll system setting details are entered for use in the payroll process. The setup windows create the dropdown list boxes available on many data input windows. Changes are allowed to be made to existing pay codes, deduction codes and other setup information. Multiple reports are available for review during the setup process.

## Payroll Utilities

Payroll Utilities menu provides the windows needed to resync data, print a blank check, extract data, manage SMART eR settings, complete lane/step rollup, issue SMART eR announcements, change a hire date recorded in error or to assign a pay calendar for an employee pay adjustment. The management window is used to grant or update system access to an employee.

## YTD Reports

YTD Reports menu provides reports for fiscal and calendar year-to-date totals of pay, deductions, benefits and retirement. The menu includes reports of archived data, check and direct deposit history, earnings registers, a retirement wage tally, timecard archive detail and TSA/Deferred compensation amounts.

## TimeOff

TimeOff provides the functions needed to do the recordkeeping for employees who earn and use time off such as Sick, Personal, Professional, Vacation, Bereavement, Emergency, etc. The TimeOff Processing menu provides the functions needed to track employees' time off setup by applying the rules for maximum earning, how time off is lost, number of hours, units or days to be accrued each year and how the accrued time off can be used. It includes a window Includes a window for processing forfeited TimeOff. A personal rolling year may be created per employee for MN Paid Leave/FLMA as it is unique to each individual and may help with intermittent leave tracking. TimeOff can also may be accrued per calendar based on time worked or accrued according to Earned Sick and Safe Time (ESST) rules.

TimeOff reports allow the end-user to review employee activity rows saved in the database which were created when an accrual is processed, time off usage is entered, an import file is processed or a manual entry is saved. There are multiple activity, extract and summary reports to assist in the administration of recording and maintaining employee time off.

# TimeTracker Overview

Functions that are needed to track employee timesheet or clock hours and enter TimeOff requests. Employee entry and approval functions are done in SMART eR. Many district setup choices and not all items are required to make it work.

1. ***TimeTracker will use starting information based on what is in SMART HR currently.***
   - Active employees from Payroll/HR
   - Active Pay Codes and locations from Payroll
   - Active TimeOff Plan/TimeOff Reason combinations from TimeOff
2. ***As employees are hired and terminated in SMART HR, it will automatically adjust TimeTracker.***
   - New hire will build employees assigned to a group and basic defaults OR can be copied from another employee. It will also assign them to a location.
   - Rehire will automatically build the new location in TimeTracker.
   - Terminate will automatically stop all of the employee's TimeTracker settings. It will also delete any future dated items and notify if the employee is currently an active supervisor for employees.
3. ***TimeTracker Settings will be setup in SMART HR.***
   - ***Clock Setup***
     - Expensive, physical clocks are not needed…just a web browser.
     - IP Addresses can apply to clocking restrictions.
     - Tracking of actual time or rounded time can be chosen.
     - Pay codes can be assigned descriptions employees will understand; one pay code can have many descriptions.
     - Automatic breaks can be setup to be taken automatically after a certain amount of time.
     - Early restriction rules apply only to the first clock in of the day. If an employee works more than one job, it does not apply to the second clock in or if an employee leaves the building for an appointment and clocks back in. **Example:** Employee clocks in at 8:00 am, leaves for an appt at 9:00 am, then tries to clock back in at 10:00 am, they will be able to.
     - Split Schedule will automatically split out an employee's time at the end of the day into the schedule segments setup (as long as consecutive) with only one clock in and clock out.
     - Schedule exceptions can be setup to pay to a different code if a person works more than what they are normally scheduled to work.
     - A customizable, date effective message can display to employees who clock in.
     - Many other pay setup options are possible.
   - ***TimeOff Request Setup***
     - Not all TimeOff Plans/Reasons need to be allowed in TimeTracker. Customizable by district.
     - Districts can assign employee friendly descriptions to help employees know what they are choosing.

- TimeOff Codes can be setup to not allow negative usage, require a specific increment length, minimum increment, or both.
- Employees and Supervisors will see real-time balances from SMART HR, already approved, and submitted in TimeTracker.
- Overtime can be automatically converted to comp time in TimeOff.
- Many other pay setup options are possible.

- ***Timesheets***
  - Can be entered manually day by day or populated based on a schedule.
  - Affidavit required upon employee submission of time.
  - Unsubmitted timesheets are viewable by Payroll role to help avoid missed pay.

  ***All***
  - Employee groups can be created if helpful.
  - Employee groups can be setup to specific locations.
    ***Example****: Teacher could be the group. Elementary, Middle and High School could be defined as locations if needed for approval.*
  - Future TimeOff Requests and Timesheets can be restricted to a certain number of days.
  - Employee approval can be required prior to supervisor approval.

4. ***Employees can enter information directly from the Home page in SMART eR***
   - Employees do not need to fully login to SMART eR to clock in/out, unless they would like to, then they could continue to SMART eR after clocking. Employees will only see the clock if it applies to them.
   - If an employee is allowed to do timesheets, they can enter information.
   - Employees can enter TimeOff requests, but only if they are allowed to.
   - Negative TimeOff Usage can be stopped for an employee; but a supervisor can override.
   - Real-time TimeOff balances will display to employee prior to entering a request.
   - They will receive notifications automatically if something needs to be done and information saved will also generate notifications automatically to their supervisors.
   - They can view statuses of their requests at any time including history.

5. ***TimeTracker Management in SMART eR***
   - Many user role choices for access to TimeTracker: Payroll, Admin, Approver, Editor, View only, etc.
   - Supervisors can view TimeOff requests of employees in a calendar or list option and also enter on an employee's behalf.
     - They will be able to see current TimeOff balance information prior to approving a request.
     - They can adjust an approved TimeOff request until it is processed.
   - Supervisors can approve time/TimeOff Requests as they are entered, or be required to approve in a specific order.
   - Reminder notifications to Supervisors and Employees can be setup to send automatically.
   - Quick links available from a supervisor's dashboard.

- Proxy options if someone on a long vacation or extended leave.
- Absence reports can be automatically emailed overnight to a person setup to receive them.
- Third party leave can be imported into TimeTracker to be added into the OT calculation or pay.

6. ***Close Period***
   - Can close TimeOff prior to a pay period ending or TimeOff and Hours together.
   - Closed data is automatically moved in the TimeOff Import for both usage and comp time.
   - Closed data is automatically moved in the Timecard Import to pay.
   - Closed data is automatically moved in the ACA Hours Import if tracking contract time.

7. ***Audit Trail***
   - All entries by users and supervisors for hours and TimeOff are tracked by date, time and ID.
   - All changes and deletions for hours and TimeOff requests are tracked by date, time and ID.
   - Data is processed and assigned batches as it moves to different modules.
   - Auditors can see what was entered in SMART eR vs what was paid per calendar for discrepancies.

**Cybersecurity**
Region 1 and SMART Systems are proud to share that we have had no cybersecurity incidents to date.

**SOC 2 Type II Reporting**
At this time, Region 1 and SMART Systems do not maintain a SOC 2 Type II report. This is a business decision based on our organizational structure, hosting model, and risk management approach.

We regularly assess our security controls and practices to protect the confidentiality, integrity, and availability of customer information. We are committed to meeting the security requirements of our customers and are available to discuss our security program and provide supporting documentation regarding our security controls upon request.

**Application Security Practices**
Security is integrated throughout the software development lifecycle (SDLC) to identify and remediate vulnerabilities before software is released to production. The organization follows a defense-in-depth approach that follows secure development practices.

**Secure Code Review**
Source code is reviewed throughout the development process using established secure coding standards and peer review procedures. Code reviews are designed to identify security defects, logic errors, and adherence to coding best practices before changes are merged into production. Developers receive guidance on secure coding principles, including input validation, authentication, authorization, session management, and protection against common application security risks.

**Dependency Scanning**
Third-party libraries and open-source components are annually scanned for known vulnerabilities using automated software composition analysis (SCA) tools. Vulnerabilities are evaluated based on severity and risk, and security updates are prioritized according to established vulnerability management procedures. Dependencies are routinely updated to maintain a secure and supported software environment.

**Vulnerability & Penetration Testing**
Our HR & Finance solution is a desktop/client-server application that is deployed within the customer's controlled network environment rather than as a public-facing web application. Because the application is not exposed directly to the public Internet, our security program emphasizes preventative development practices and customer-managed network security over formal penetration testing.

The company does not currently perform routine automated vulnerability scanning or independent penetration testing of the application. Instead, security efforts are focused on secure software development practices, peer code reviews, dependency management,

prompt application of vendor security updates, and thorough quality assurance testing prior to each software release.

The application relies on the customer's existing network security controls—including firewalls, endpoint protection, access controls, and network segmentation—to provide additional layers of defense. Administrative access to the application and database is controlled through authenticated user accounts and role-based permissions.

As customer security expectations and industry best practices continue to evolve, the company periodically reviews its security program and evaluates additional security testing practices that are appropriate for the application's architecture and deployment model.

**Database Platform**
The HR & Finance solution utilizes SQL Server 2022 as its enterprise relational database management system. The platform is designed to support high transaction volumes, concurrent users, and large datasets while maintaining data integrity, security, and performance. The database architecture is fully ACID-compliant and supports advanced indexing, query optimization, automated maintenance, and secure backup capabilities. SMART Systems will migrate to SQL Server 2025 in Spring 2027.

**Replication Strategy**
The production database employs an asynchronous replication strategy to ensure data durability and support business continuity. Replication continuously maintains one or more secondary database instances that can be used for disaster recovery and failover purposes. Replication is monitored continuously, with automated alerts for replication health and synchronization status. Database backups are performed on a scheduled basis and retained according to established data retention policies. Backup and replication processes are regularly tested to verify recoverability and minimize potential data loss.

**High Availability Design**
The production environment is protected through comprehensive backup and disaster recovery processes. Database backups are performed on a scheduled basis and securely stored in a geographically separate data center to protect against hardware failure, site outages, or other catastrophic events.

Backups are monitored, verified, and retained in accordance with established retention policies. Recovery procedures are documented and periodically tested to ensure that systems and customer data can be restored within defined recovery objectives.

The use of an off-site data center provides geographic redundancy for backup data and supports business continuity by enabling restoration of services in the event of primary site disruption.

**Backup and Recovery**
SMART Systems employs a comprehensive backup and recovery strategy designed to protect customer data and support business continuity.

**Backup Frequency**
- Full database backups are performed daily.
- Incremental or transaction log backups are performed every hour to minimize potential data loss.
- Backup operations are automated and monitored to ensure successful completion.

**Retention Schedule**
Backups are retained in accordance with established retention policies. Standard retention includes 20 days.

Backup data is securely stored in a geographically separate data center to provide protection against hardware failures, natural disasters, or site-level outages.

**Recovery Point Objective (RPO)**
The target Recovery Point Objective (RPO) is 1 hour representing the maximum amount of data that could be lost in the event of a catastrophic failure.

**Recovery Time Objective (RTO)**
The target Recovery Time Objective (RTO) is 8 hours representing the estimated time required to restore database services and return the application to normal operation following a major service disruption.
Recovery procedures are documented and periodically tested to validate backup integrity and ensure timely restoration of services when required.

## Source Code Management

### Repository Platform
Source code is maintained in a centralized **VisualSVN** repository utilizing Apache Subversion (SVN) version control. The repository provides version history, change tracking, secure access controls, and a complete audit trail of all source code changes.

### Ownership
All application source code is owned and maintained by Regions I-V. Access to the VisualSVN repository is restricted to authorized personnel and is managed using role-based permissions. Repository access is limited to members of the software development team and designated administrators, ensuring that only authorized individuals can modify production source code.

### Branching Strategy
Our software development team consists of **five developers (eight employees)** who follow a structured source control process within VisualSVN. Development work is performed in designated development branches or controlled development areas, with changes reviewed before being merged into the main release branch.

Production releases are created from approved code following successful quality assurance testing and validation. This controlled release process provides traceability and maintains version integrity.

All source code revisions are versioned and retained within the repository, providing a complete history of changes and supporting rollback, auditing, and issue resolution when necessary.

### Deployment Process
Our software follows a structured deployment process that separates development, testing, and production environments to ensure software quality, stability, and reliability.

### Development Environment
Software enhancements, defect corrections, and new features are developed within a dedicated development environment by our software engineering team. All source code is maintained in the VisualSVN repository.

### Test Environment
Completed development work is deployed to a dedicated test environment for functional testing, regression testing, and quality assurance. The test environment is used to validate new functionality, verify bug fixes, and confirm compatibility with existing application features.

**Production Environment**
Only software that has successfully completed testing and quality assurance is promoted to the production environment. Production deployments are performed using approved release packages and established deployment procedures to minimize operational risk and maintain system stability.

**Release Process**
Software releases follow a controlled release management process. Enhancements, bug fixes, and maintenance updates are developed and tested prior to deployment. Releases are scheduled to minimize customer impact and are communicated to customers in advance whenever practical.

Each release is versioned, documented, and archived within our source control and release management process, providing full traceability from development through production deployment. Rollback procedures are maintained to support recovery should an unexpected issue occur following deployment.

**Change Management**
Our software development process follows a structured change management methodology to ensure that software enhancements, maintenance updates, and defect corrections are thoroughly reviewed, tested, and deployed in a controlled manner.

**Release Schedule**
Software releases are planned and scheduled based on product enhancements, customer requirements, and maintenance priorities. All changes are developed, tested, and validated in non-production environments prior to deployment. Customers are notified of scheduled releases and maintenance activities in advance whenever practical. There are typically four scheduled releases annually:

1) Feb/Mar – mandatory release for 941's & W4's
2) May – end of fiscal year items & payoffs
3) Sept – back to school items/MDE Star
4) Dec – mandatory release of W2's, 1099's & ACA

**Emergency Release Process**
Critical issues that require immediate attention are addressed through an expedited emergency release process. Emergency changes are prioritized, developed, and tested to the extent practical based on the severity of the issue. Prior to deployment, emergency releases undergo technical review and validation to ensure the fix addresses the issue without introducing unintended impacts. Following deployment, the change is monitored to verify successful implementation and system stability.

**Rollback Procedures**

Each production release includes documented rollback procedures. Prior to deployment, appropriate database and application backups are verified to ensure recoverability. If a release results in an unexpected issue that cannot be resolved promptly, the deployment can be rolled back to the previous stable application version, and database backups can be restored when necessary. Rollback procedures are periodically reviewed and tested to support timely recovery and minimize service disruption.

All software changes are tracked through source control and internal change management processes, providing complete traceability from development through production deployment.

**Data Ownership**
District shall retain full ownership of all data and our support staff can work with district personnel on any customized reports. Our support staff can also assist data export accommodations.

**API Integrations**
The application does not currently provide public or customer-accessible API integrations for external systems.

This design approach reduces the application's external attack surface by preventing direct API access to application data and business functions. Data exchange with third-party systems, when required, is accomplished through approved import/export processes or other vendor-supported integration methods rather than open API connections. We are able to accommodate customized third-party integrations.

As a result, no public API endpoints are exposed for customer configuration or third-party application access, reducing the risk of unauthorized access and simplifying the security model.

3031 17th Street South • Moorhead MN 56560 • (218) 236-2990 • Fax: (218) 236-2368

July 13, 2026

Vicky Kornegor, Sourcing Engagement Manager
Catalyst Sourcing Solutions
2117 Cliff Drive
St. Paul, MN 55122

Vicky,

Per your request, please find below the cost information for the software licensing, training, support and hosting/database administration services for the SMART Systems (finance and HR/payroll) software application for Edina school district.

If your district chooses to use the TimeTracker timekeeping module, there would be a separate annual charge, which I would roughly estimate at around $5000. We will provide a firmer cost estimate once we understand the make-up of your district's timekeeping needs.

Our fee structure for Finance and Payroll/HR support services, shown below, is adjusted annually based upon our budgeting process; however, annual increases have not exceeded 3% as far back as I can remember. Rest assured that we are committed to keeping fee increases to a minimum and we have been quite successful at doing so. In past history, we have seen a number of years with no fee increases through cost containment measures and increased service offerings. There was a 2% fee increase for the FY26-27 school year.

***Annual Software Support/License Fees/Data Admin. Fees (8711*** ADM – per MDE FY24-25***)***

| | | Semi-monthly Payroll |
|---|---|---|
| Finance Support Services - | Flat Fee | $ 4,125.00 |
| | Per Student ($4.95) | $ 43,119.45 |
| Payroll Support Services – | Flat Fee (semi-monthly payroll) | $ 4,335.00 |
| | Per Student ($5.60) | $ 48,781.60 |
| Total Estimated Current Annual Services Fee | | $ 100,361.05 |

If you should have any questions regarding the cost information, please do not hesitate to contact me at any time. Thank you, Vicky!

Sincerely,

Erik Hiedeman
Executive Director

# Approximate Smart Finance Implementation Timeline for a Fiscal Year 27-28 Implementation

January - February 2027

- Region 1 will gather initial district information to begin building SmartFin database.
  - District number
  - Address, locations with addresses
  - Federal Tax ID number
  - Banking Information – Including Signatures (We will provide Signature Card)
  - PO and Invoice Signatures and Logo (If using e-signatures – We will provide Signature Card)

- District will compile data from current vendor that will be imported and/or entered in SmartFin with Region 1 assistance.
  - Chart of Accounts & Balance Sheet Accounts
    - If you use crosswalks for any segments, please include what those segments are cross walked to.
  - Vendor List
    - At a minimum, we need the Vendor Name and Address.
  - Customer List
    - This can be entered by the District as they are creating new invoices or we can build the customers for the district.

March – April 2027

- Data will be sent to district for proofing. Region 1 and district will make any necessary adjustments to the data.
- Once finalized the data will be imported into SmartFin by Region1.

May - June 2027

- Region1 will train district finance staff on SmartFin and release AP for district to create FY28 Purchase Orders.

# Approximate Smart Payroll Implementation Timeline for Fiscal Year 27-28

**Training of Payroll staff is not specifically listed in this document as training will be ongoing throughout the entire implementation process and beyond.*

February 2027

- Region 1 will contact the district staff member responsible for the payroll implementation (listed above) for a preliminary conversation about the process and timeline.

March 2027

- Region 1 will gather initial district information to begin building SmartHR database.

April-June 2027

- District will compile data from their current software that will be imported and/or entered and proofed in SmartHR with Region 1 assistance.
    - Our first focus will be for employees being paid in July for FY27.

July 2027

- District will complete first payroll in SmartHR.
- Region 1 and district will make any necessary adjustments to data found during first payroll process.

July-August 2027

- Region 1 and district will import, enter and proof any additional data and employee information for any employees being paid in September that have not been built.

October-November 2027

- District will work on Affordable Care Act setup and import of hours for 2027 reporting.

**TimeTracker** Implementation

## IMPORANT REMINDERS:

- The attached timeline is an approximation and is dependent upon the ongoing communication and completion of tasks by the district and Region 1.
- Employee payroll totals for January-June 2027 will NOT be imported into SmartHR. Employees will receive one W-2 form from your current software for January-June wages and another W-2 form from SmartHR for July-December wages.
- ACA Forms for calendar year 2027 will be handled on a situational basis dependent upon the district.
- The TimeTracker implementation timeline will be determined based on completion of SmartHR setup as it cannot be setup without first completing and understanding the setup in SmartHR.

| DIST # | Name | Modules | Notes |
|---|---|---|---|
| 22 | DETROIT LAKES | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 23 | FRAZEE | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 25 | PINE POINT | SMART HR/Payroll & SMART Finance | |
| 32 | BLACKDUCK | SMART HR/Payroll & SMART Finance | |
| 36 | KELLIHER | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 38 | RED LAKE | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 113 | Walker-Hackensack-Akeley | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 146 | BARNESVILLE | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 150 | HAWLEY | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 152 | MOORHEAD SCHOOLS | SMART HR/Payroll & SMART Finance | |
| 162 | BAGLEY | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 206 | ALEXANDRIA | *SMART Finance & SMART HR - View Only | Terminated SMART Services in FY22 |
| 213 | OSAKIS | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 261 | ASHBY | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 264 | HERMAN-NORCROSS | SMART HR/Payroll & SMART Finance | |
| 306 | LAPORTE | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 308 | NEVIS | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 309 | PARK RAPIDS | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 332 | MORA | SMART Finance | |
| 356 | LANCASTER | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 363 | S KOOCHICHING | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 390 | LAKE OF THE WOODS | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 432 | MAHNOMEN | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 435 | WAUBUN | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 441 | MARSHALL COUNTY CENTRAL | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 447 | GRYGLA | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 482 | LITTLE FALLS | SMART HR/Payroll & SMART Finance | |
| 485 | Royalton | SMART HR/Payroll & SMART Finance | |
| 542 | BATTLE LAKE | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 544 | FERGUS FALLS | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 545 | HENNING | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 547 | PARKERS PRAIRIE | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 548 | PELICAN RAPIDS | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 549 | PERHAM | SMART HR/Payroll & SMART Finance | |
| 550 | UNDERWOOD | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 553 | NEW YORK MILLS | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 561 | GOODRIDGE | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 564 | THIEF RIVER FALLS | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 592 | CLIMAX | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 593 | CROOKSTON | SMART HR/Payroll & SMART Finance | |
| 595 | EAST GRAND FORKS | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 599 | FERTILE | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 600 | FISHER | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 601 | FOSSTON | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 630 | RED LAKE FALLS | SMART HR/Payroll & SMART Finance | |
| 676 | BADGER | SMART HR/Payroll & SMART Finance | |
| 682 | Roseau | SMART HR/Payroll & SMART Finance | |
| 690 | WARROAD | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 768 | HANCOCK | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 771 | CHOKIO-ALBERTA | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 801 | BROWNS VALLEY | SMART HR/Payroll & SMART Finance | |
| 803 | WHEATON | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 821 | MENAHGA | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 846 | BRECKENRIDGE | SMART HR/Payroll & SMART Finance | |
| 850 | ROTHSAY | SMART HR/Payroll & SMART Finance | |
| 852 | CAMPBELL-TINTAH | SMART HR/Payroll & SMART Finance | |
| 914 | ULEN-HITTERDAL | SMART HR/Payroll, SMART Finance, TimeTracker | |

| | | | |
|---|---|---|---|
| 2149 | MINNEWASKA -GLENWOOD | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 2164 | DILWORTH-GLYNDON-FELTON | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 2170 | Staples-Motley | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 2171 | KITTSON CENTRAL | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 2176 | WARREN-ALVARADO-OSLO | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 2215 | NORMAN COUNTY EAST | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 2311 | CLEARBROOK/GONVICK | SMART HR/Payroll & SMART Finance | |
| 2342 | W CENTRAL AREA SCHOOLS | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 2358 | TRI-COUNTY - KARLSTAD | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 2609 | WIN-E-MAC | SMART HR/Payroll & SMART Finance | |
| 2683 | Greenbush-Middle River | SMART HR/Payroll & SMART Finance | |
| 2753 | LONG PRAIRIE-GREY EAGLE | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 2769 | MORRIS | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 2856 | ARGYLE/STEPHEN | SMART HR/Payroll & SMART Finance | |
| 2888 | C-G-B | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 2889 | LAKE PARK-AUDUBON | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 2906 | RED LAKE COUNTY CENTRAL | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 2908 | BRANDON-EVANSVILLE | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 2910 | ADA/BORUP-WEST | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 4058 | SCHOOLCRAFT | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 4084 | N Shore Community School | SMART HR/Payroll & SMART Finance | |
| 4085 | Harbor City International School | SMART HR/Payroll & SMART Finance | |
| 4106 | Trek N HS/Bemidji | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 4107 | Voyageurs HS/Bemidji | SMART HR/Payroll & SMART Finance | |
| 4116 | LAKES INTERNATIONAL | SMART HR/Payroll & SMART Finance | |
| 4145 | Birch Grove | SMART HR/Payroll & SMART Finance | |
| 4146 | Northern Lights Community School | SMART Finance | |
| 4155 | Naytauwaush Community School | SMART Finance | |
| 4168 | Glacial Hills | SMART HR/Payroll, SMART Finance, TimeTracker | |
| 4195 | Oshki Ogimaag | SMART HR/Payroll & SMART Finance | |
| 4207 | Vermilion Country School | SMART Finance | |
| 4229 | Terra Nova | SMART Finance | |
| 4276 | Notre Ecole | SMART HR/Payroll & SMART Finance | |
| 4302 | Heartland Lakes Community School | SMART HR/Payroll & SMART Finance | |

IV.G. 2026-2027 Board Meeting Dates_amended

**Board Meeting Date:** 8/10/2026

**Title:** 2026-2027 Board Meeting Dates_amended

**Type:** Consent

**Description:** The School Board meeting dates for 2026-2027 have been amended to reflect the Organizational Meeting date change to January 11, 2027, at 4:30 p.m.

**Recommendation:** Approve the amended meeting dates for the 2026-2027 school year.

**Desired Outcome(s) from the Board:** Approve the amended 2026-2027 School Board Meeting Dates.

**Attachment(s):** 2026-2027 School Board Meeting Dates_amended

Edina Public Schools
DEFINING EXCELLENCE

2026-2027 Board Meeting Dates

| | 1st work session and regular meeting (Monday) | 2nd work session (Tuesday) |
|---|---|---|
| July | 13 | 21 |
| August | 10 | 18 |
| September | 14 | 22 |
| October | 12 | 20 |
| November | 9 | 17 |
| December | 7 | 15 |
| January | 11* | 19 |
| February | 8 | 16 |
| March | 8 | 16 |
| April | 12 | 27 |
| May | 10 | 18 |
| June | 14 | 22 |

***The required organizational meeting will start at 4:30 p.m.**

Amended August 10, 2026

V. **Discussion/Report**

| | |
|---|---|
| V.A. Summer Construction Update | **Speaker(s):** Mert Woodard, Executive Director of Finance and Operations |

**Board Meeting Date:** 8/10/2026

**Title:** Summer Construction Update - 2026

**Type:** Report

**Presenter(s):** Mert Woodard – Executive Director, Finance & Operations

**Description:** Due to the size and age of the District's facilities, significant deferred maintenance occurs each summer. Over the last 8-10 years, the District has invested an average of approximately $16,700,000 per year in deferred maintenance improvements, funded by long-term facilities maintenance revenue.

The District administration would like to update the School Board and community regarding the scope and progress of projects that were underway during the summer of 2026.

**Recommendation:** There is no recommended action.

**Desired Outcomes from the Board:** This information is provided for the benefit of the School Board and its stakeholders.

**Attachments:**

1. **Summer 2026 Construction**

V.B. Strategic Plan - Strategy C Recap

**Speaker(s):** Erica Allenburg, Edina School Board Clerk

**Board Meeting Date:** 8/10/26

**Title:** Strategic Plan - Strategy C: Foster Positive Learning Environments and Whole Student and Staff Wellness Support Recap

**Type:** Discussion

**Presenter(s):** Erica Allenburg, Edina School Board Clerk

**Description:** Stakeholders within Edina Public Schools recently reviewed progress made toward Strategy C of the Strategic Plan, which focuses on student and staff wellness, belonging, and supportive learning environments as part of its yearlong commitment to assessing progress. The discussion examined accomplishments, challenges, and alignment with the intent of the strategy area, including social-emotional learning, wellness, mental health, extracurricular opportunities, learning environments, and technology use. The review will guide any needed refinements to action plans as the district continues implementation through 2030.

**Recommendation:** No recommendation is being made at this time. This item has been prepared for board discussion and public information.

**Desired Outcome(s) from the Board:** Discuss and share perspectives on the review.

**Attachments:** n/a

| | |
|---|---|
| V.C. Board Compensation Analysis | **Speaker(s):** Michael Birdman, Edina School Board Member |

**Board Meeting Date:** 8/10/26

**Title:** Board Compensation Analysis

**Type:** Discussion

**Presenter(s):** Michael Birdman, Edina School Board Member

**Description:** Provide a detailed analysis of School Board compensation throughout MN for the purposes of discussing current compensation in Edina Public Schools. The goal of discussion is to provide comparison and contrast to Top 50 districts in MN and the structure for compensating both regular board members and officers.

**Recommendation:** This item has been prepared for board discussion.

**Desired Outcome(s) from the Board:** Please bring forth questions and reflections on appropriateness of current board compensation and if there is a need to examine revisions for future board members.

**Attachment:** Board Compensation Analysis

VI. **Action**

| | | |
|---|---|---|
| VI.A. | 2026-2027 School Board Goals | **Speaker(s):** Governance Committee |

**Board Meeting Date:** 8/10/2026

**Title:** 2026-2027 School Board Goals

**Type:** Action

**Presenter(s):** Governance Committee

**Description:** The 2026-2027 school board goals were developed based on Board discussion and work to encapsulate areas of focus identified at the June Board retreat.

This work supports best practice in school board operations as well as the Edina Public Schools Strategic Plan.

**Recommendation:** Approve the 2026-2027 School Board Goals.

**Desired Outcomes from the Board:** Approve the 2026-2027 School Board Goals.

**Attachment(s):** 2026-2027 School Board Goals

# 2026-2027 School Board Goals

## Goal 1: Engage with internal stakeholders to review, evaluate and discuss the district's 2020-2030 strategic plan to assess progress, ensure alignment and chart future areas of focus.

**Key Actions:**

- Partner with the Superintendent to design an inclusive and thorough process for reviewing the 2020-2030 Strategic Plan.
- Engage in Strategic Plan Assessment sessions to increase understanding of the district's strategic plan progress.
- Use synthesized stakeholder feedback to make any refinements to the 2020-2030 strategic plan and guide future discussions around time, human, financial and physical resource allocations to best achieve the Edina Public Schools mission and vision.
- Engage with district leadership in discussions around ways to measure strategic plan progress moving forward.

**Key Indicators of Success:**

- Broad board participation and engagement in the Strategic Plan Assessment sessions.
- A synthesized report is presented to the board at the completion of the assessment sessions, showcasing progress, suggested updates, and further implementation steps of the strategic plan.
- Clear, intentional linkage between strategic priorities and district resource decisions referenced in board deliberations and decisions.

## Goal 2: Sustain a balanced budget and strong fund balance while strategically planning for a potential future bond.

**Key Actions:**

- Monitor district finances to maintain a balanced/sustainable budget and an unassigned fund balance within board policy.
- Continue to ensure accessible, transparent, user friendly financial reporting is available to the public.
- Work with the Superintendent and finance leadership to assess the scope, timing and rationale for a potential future bond referendum.
- Ensure a clear, well thought-out referendum plan is developed and communicated to the community.

**Key Indicators of Success:**

- Balanced annual budget and maintenance of unassigned fund balance aligned with board policy.
- Maintenance of the district's strong AAA bond rating.
- A documented, board reviewed framework and timeline for a potential bond, including key decision points and a community communication plan.
- Demonstrated full board engagement in long-term fiscal and bond planning.

## Goal 3: Engage and strategize with district leadership on the role of technology and Artificial Intelligence (AI) as well as continuing the advancement of areas of emphasis in Edina Public Schools.

**Key Actions:**

- Receive updates and provide feedback on the 2025-2026 areas of emphasis to ensure continued progress. These key areas included safety and security, talent development, the Early Learning and Family Center, Edina High School, and the Spanish Dual Language program.
- Partner with the Superintendent and district leadership to understand best practice and research, capture stakeholder voice, and center students and staff in an effort to help set guidelines that shape the role of technology in teaching, learning, operations and wellness for both students and staff.

- Explore the opportunities and risks of artificial intelligence through governance level discussions and ensure technology and AI considerations reflect the strategic plan's emphasis on helping students live effectively with technology and on healthy, researched-based standards for students and staff.

**Key Indicators of Success:**

- Advancement of key initiatives as measured by data metrics, panorama data, and completion of steps taken towards execution of district vision.
- Quarterly structured board work sessions held with district leadership on technology and artificial intelligence.
- A shared and documented board understanding of the district's direction, guardrails and priorities for technology and AI.

## Goal 4: Enhance board governance through continuous professional development, reflection and effective onboarding of new board members.

**Key Actions:**

- Engage in ongoing individual and collective professional development through MSBA offerings, board retreats and independent study to ensure continued board growth and to uphold the commitment to develop exemplary leadership through the district.
- Dedicate time at retreats to governance related topics that have been identified by the board as well as are in line with best practice.
- Utilize an annual board self-evaluation to assess strengths, challenges, goal achievement and areas for improvement.
- Assess and deliver a thorough onboarding for any new board members seated in January, including, but not limited to, orientation to the Strategic Plan, board norms and goals, committee and liaison roles, board governance and any preparation to understand and support a potential bond.
- Consider how to best build board capacity, institutional knowledge and shared responsibilities.

**Key Indicators of Success:**

- Hold a minimum of three board retreats with topics relating to district initiatives as well as board related development.
- A documented onboarding plan delivered to new members seated in January, with positive new-member feedback.
- Completion of the annual board self-evaluation in June 2027 with identified follow-up actions.

VI.B. 2026-2027 Superintendent Goals

**Speaker(s):** Dr. Daniel Bittman, Superintendent

**Board Meeting Date:** 8/10/2026

**Title:** 2026-2027 Superintendent Goals

**Type:** Action

**Presenter(s):** Dr. Daniel Bittman, Superintendent

**Description:** The 2026-2027 Superintendent goals presented are the result of a collaborative process between the School Board and the Superintendent. Designed to operationalize the district's long-term vision, these goals are aligned to the priority areas and strategies established in the Edina Public Schools Strategic Plan. This collaborative framework ensures that leadership competencies, community engagement efforts, and fiscal planning are seamlessly aligned. By establishing clear and measurable action steps, this structure supports board governance, accountability, and a shared dedication to continuous district improvement.

**Recommendation:** Approve the 2026-2027 Superintendent Goals.

**Desired Outcomes from the Board:** Approve the 2026-2027 Superintendent Goals.

**Attachment(s):** 2026-2027 Superintendent Goals

# 2026-2027 Superintendent Goals

## Goal 1: Strategic Plan Review and Refinement

**Description:** Partner with stakeholders to review the status of the 2020-2030 Strategic Plan, assess progress toward stated outcomes, and refine action steps to ensure a clear path forward for district work.

- **Strategic Plan Alignment:** Strategy D.4: Develop and maintain a culture of continuous improvement based on evidence;
  **Superintendent Competencies (MSBA/MASA):** Standard 1: Governance Team; Standard 3: Communication & Community Relations.

**Measurable Action Steps**:

- Collaborate with the School Board to design and launch an inclusive process for reviewing the 2020-2030 Strategic Plan by October 2026.
- Facilitate Strategic Plan Assessment sessions in partnership with the School Board to capture feedback on the initial intent when creating the strategic plan, as well as current strengths and opportunities for growth.
- Present a report to the Board by June 2027 that outlines progress, a summary of feedback and suggested refinements to action steps.
- Identify and create a shared understanding of how any refinements will be measured and communicated moving forward.
- In partnership with the Board, align new and/or refined action steps with existing systems and structures including but not limited to the district's data metrics plan, CSIP structures, areas of emphasis, and the district's strategic plan.

## Goal 2: Comprehensive Special Education Program Audit

**Description:** Conduct a thorough review and audit of special education programming, staffing, and supports to ensure the district is identifying and eliminating structural barriers to success for all students.

- **Strategic Plan Alignment:** Strategy A.3: Audit, advance, and monitor intervention programming; Strategy B.3: Critically review practices using an equity lens; D.4 Develop and maintain a culture of continuous improvement based on evidence.
- **Superintendent Competencies (MSBA/MASA):** Standard 6: Teaching and Learning; Standard 7: Student Support.

**Measurable Action Steps**:

- Initiate an audit of Special Education programming (i.e. continuum of services) by January 1, 2027, focusing on the efficacy of current supports and student outcomes.
- Review staffing levels and caseload ratios against student enrollment data and state/federal guidelines, and present recommendations for adjustment when ratios exceed or fall below established thresholds.
- Identify specific disparities in service delivery and develop a potential multi-year plan in order to address identified gaps.
- Present findings and a prioritized list of actionable improvement steps to the School Board during a mid-year work session to provide feedback and for review and consideration.

## Goal 3: Strategic Advancement of the Five Areas of Emphasis

**Description:** Lead the implementation and continuous improvement of the district's 2025-2026 five areas of emphasis: Early Learning, Elementary Talent Development, High School Experience, Safety and Security, and Spanish Dual Language as appropriate.

- **Strategic Plan Alignment:** This goal advances multiple priority strategies within the Edina Public Schools Strategic Plan, including Strategy A (Academic Excellence), Strategy C (Positive Learning Environments), and Strategy D (Leadership Development), while also supporting equity (Strategy B) and stakeholder engagement (Strategy E) through the implementation of the district's five areas of emphasis.
- **Superintendent Competencies (MSBA/MASA):** Standard 6: Teaching and Learning; Standard 4: Operations.

**Measurable Action Steps**:

- In partnership with the School Board, review and prioritize next-phase action steps emerging from the 2025–2026 program analyses for each

of the five focus areas, and lead the implementation of those collaboratively determined priorities.
- Monitor the effectiveness of safety enhancements, such as the anonymous reporting system and taskforce recommendations, to ensure a secure learning environment.
- Achieve measurable progress in addressing needs within the Spanish Dual Language and Talent Development programs, as recommended by research, evidenced based practices, and findings highlighted in the taskforce report.
- Provide a minimum of two updates throughout the school year to the School Board on the instructional progress and student achievement data related to these specific pathways.

## Goal 4: Fiscal Planning and Community-Supported Funding (Bond Referendum)

**Description:** In partnership with the School Board, develop and communicate a long-term, comprehensive funding plan—potentially including a bond referendum—through a collaborative process that identifies priorities, aligns resources, and outlines recommended next steps for Board consideration.

**Strategic Plan Alignment:** This goal most directly advances Strategy D (Leadership) and Strategy E (Engagement) within the Edina Public Schools Strategic Plan by strengthening collaborative governance, long-term planning, and community communication. It also supports Strategies A (Academic Excellence), B (Equity), and C (Learning Environment) by aligning financial resources to district priorities and ensuring sustainable support for programs and facilities.

**Superintendent Competencies (MSBA/MASA):** Standard 4: Operations; Standard 3: Communication & Community Relations.

**Measurable Action Steps**:

- Facilitate at least two School Board work sessions focused on long-term funding needs, priorities, and potential funding strategies.
- Provide materials for each session that include data, options, and alignment to district priorities.
- Develop a draft comprehensive funding plan framework that:
    - Identifies priority investments aligned to district strategic plan
    - Includes multiple funding scenarios (minimum of 2–3), which may include a bond referendum
- Present the draft framework to the School Board for feedback and refinement.

- Conduct and present an analysis of current and projected financial resources aligned to district priorities and needs.
- Identify and communicate key gaps or pressures for Board consideration.
- Partner with the School Board to identify and document prioritized next steps, which may include:
    - Advancing a referendum exploration
    - Phasing or sequencing investments
    - Adjusting scope or timing of initiatives
- Develop and implement a communication plan that includes:
    - At least 10 stakeholder engagement opportunities (e.g., community meetings, surveys, etc.)
    - Clear communication of needs, priorities, and potential options
- Provide updates to the Board and community at key milestones.
- Provide at least five updates to the School Board on:
    - Progress toward development of the funding plan
    - Feedback gathered and any proposed adjustments
- Present a finalized long-term funding plan to the School Board by January 1, 2027 including:
    - Priority investments
    - Funding scenarios/options
    - Recommended next steps for Board consideration

## Goal 5: Technology and AI Practice Review and Modification

**Description:** In partnership with district leaders and the School Board, conduct a review of technology use across the district, and a review of Artificial Intelligence (AI). Reviews should include how they both are aligned with research, best practices, and student needs, while collaboratively identifying potential next steps, scope, and priorities for future implementation.

- **Strategic Plan Alignment:** Strategy C.4: Determine healthy habits around technology use; Strategy C.7: Review and develop a technology plan for students and staff.
- **Superintendent Competencies (MSBA/MASA):** Standard 4: Operations; Standard 6: Teaching and Learning.

**Measurable Action Steps**:

- Facilitate a minimum of two (2) School Board sessions to review current technology use and Artificial Intelligence, examine research and emerging trends, and collaboratively define vision, guiding principles, and desired/undesired outcomes.

- Partner with District Media and Technology Services (DMTS) to conduct a comprehensive review of current technology and AI use (PreK–12), and present a summary of current practices, opportunities, and areas for further exploration.
- Design and implement a stakeholder engagement plan for both technology use and artificial intelligence. Plan should include students, families, staff, and community members.
- Conduct at least two (2) engagement opportunities related to technology use, and Artificial Intelligence (e.g., surveys, focus groups, listening sessions).
- Engage external experts and research resources (e.g., AI in education, screen time, student mental health) and incorporate findings into Board discussions and community engagement to inform shared understanding.
- Review relevant Board policies (including MSBA model policies) related to technology and AI, and facilitate discussion with the School Board regarding potential policy implications, revisions, or next steps.
- Collaborate with the School Board and district leadership to establish clear guiding principles (“guardrails”) and priority areas for technology and AI use, aligned with student learning, wellness, and Strategic Plan priorities.
- Present a multi-year action plan to the School Board that outlines recommended next steps, scope, phased implementation considerations, and future decision points for Board consideration.

| | | |
|---|---|---|
| VI.C. | Policy Review (*208, 503, 520, 601, 616, 626*) | **Speaker(s):** Policy Committee |

**Board Meeting Date:** 8/10/2026

**Title:** Policy Review

**Type:** Action

**Presenter(s):** Board Policy Committee

**Description:** The following policies have been reviewed with an eye toward clarity, District practice, and alignment with State and Federal statutes.

- Policy 208 Development, Adoption, and Implementation of Policies
- Policy 503 Student Attendance
- Policy 520 Student Surveys
- Policy 601 Educational Competencies, Academic Standards, and Instructional Curriculum
- Policy 616 School District System Accountability
- Policy 626 Independent Provider Activity Programs

**Recommendation:** Approve the suggested modifications for Policies 208, 503, 520, 601, 616, 626.

**Desired Outcome(s) from the Board:** Approve suggested modifications.

**Attachment(s):**

1. Policy 208 Development, Adoption, and Implementation of Policies
2. Policy 503 Student Attendance
3. Policy 520 Student Surveys
4. Policy 601 Educational Competencies, Academic Standards, and Instructional Curriculum
5. Policy 616 School District System Accountability
6. Policy 626 Independent Provider Activity Programs

POLICY 208 — SCHOOL BOARD

# Development, Adoption, and Implementation of Policies

## I. Purpose

This policy emphasizes the importance of the policymaking role of the school board and provides the framework for regular review.

## II. General Statement of Policy

Formal guidelines are necessary to ensure that the school district responds to its mission and operates in an effective, efficient, and consistent manner. A set of written policy statements is maintained and modified as needed and in accordance with this policy and applicable laws. Policies should define the desire and intent of the school board and should be in a form that is sufficiently explicit to guide administrative action.

## III. Development of Policy

A. The school board has jurisdiction to legislate policy for the school district with the force and effect of law. Policy provides the ~~school~~ board's general direction for the ~~school~~ district while delegating policy implementation to the administration.

B. The ~~school~~ district's policies provide the basis for guidelines and regulations created by the administration.

C. Policies may be proposed by a ~~school~~ board member, employee, student, or ~~school~~ district stakeholder. Proposed policies or ideas are submitted to the ~~B~~board's Policy Committee for review prior to possible placement on the ~~school~~ board agenda.

## IV. Adoption and Review of Policy

A. The school board gives notice of proposed policy changes or adoption of new policies by placing the item on the agenda of at least two ~~school~~ board meetings: (1) first meeting for discussion, and (2) second meeting for final action. The proposals will be available for the public to review and comment at both meetings prior to final ~~school~~ board action.

B. The final action taken to adopt the proposed policy will be approved by a simple majority vote of the ~~school~~ board at a subsequent meeting after the meeting where

the proposed policy was discussed. The policy will be effective immediately, or on ~~the~~ such later date as may be stated in the motion.

C. In an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the ~~school~~ board in a single meeting. A statement regarding the emergency and the need for immediate adoption of the policy will be included in the minutes. The policy adopted in an emergency will expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The ~~school~~ board has discretion to determine what constitutes an emergency situation.

D. If an appendix or policy is ~~modified~~ revised with minor, technical changes that do not affect the substance of the policy, the board directs school district staff to incorporate the technical revisions in the relevant policy. Technical changes would include changing formatting, correcting any typographical or grammatical errors, and updating statutory references.

E. If a substantive revision is made to a policy ~~or~~ because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the ~~school~~ board.

## V. Implementation of and Access to Policy

A. The superintendent has the responsibility to implement school district policies, excluding those governing the school board. The superintendent will develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, are subject to annual review by the ~~school~~ board.

B. District policies will be made available in a manner that is publicly accessible.

C. It is the responsibility of the superintendent, employees designated by the superintendent, and individual board members to keep policies current according to the policy review process.

D. When no board policy exists that provides guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the mission, vision, values, and financial condition of the district. Under these circumstances, the superintendent will advise the board of the need for a policy and present a recommended policy to the board for approval.

## VI. Policy Review Process

A. The school board will review policies at least once every four years. The superintendent is responsible for developing a system of periodic review, addressing approximately

one fourth of the policies annually, other than those requiring annual or biennial review ~~(see Appendix I)~~.

B. The review process will be the responsibility of the board's Policy Committee pursuant to Policy 213 (School Board Committees).

C. The review process will include the following steps:

1. Complete an internal assessment – An assessment gaining input from district stakeholders, as appropriate. The internal assessment also includes consideration of the school district's equity framework guidelines set forth in Appendix II.

2. Complete an external assessment – Gaining input from outside the district (e.g., MSBA, legal counsel, other school districts.)

3. Develop recommended revisions, additions, deletions, and/or further study proposals and present to the board based on the completed assessments

D. All district policies are subject to an individual review in accordance with the following four-year review cycle for District Policy Manual sections, with Year 1 starting in the 2026-2027 school year: ~~and p~~

| | |
|---|---|
| Year 1 | School District (100), School Board (200), Administration (300), Non-Instructional Operations (700) |
| Year 2 | Personnel (400), Non-Instructional Operations (700), Buildings and Sites (800), including Policy 806 (biennial review) |
| Year 3 | Students (500), Educational Programs (600) |
| Year 4 | Educational Programs (600), Community Relations (900), plus Policy 806 (biennial review) |
| Annual Reviews | 113 Data Requests<br>506 Student Conduct and Discipline<br>806 Emergency Management |

Policies may be brought forward for additional out-of-cycle reviews as deemed advisable or necessary by the superintendent or Policy Committee.

E. Policies may be added to the District Policy Manual or amended based on need or change in law.

## Legal References

| | |
|---|---|
| Minn. Stat. § 123B.02, ~~S~~subd. 1 | Board Authority |
| Minn. Stat. § 123B.09, ~~S~~subd. 1 | School Board Membership |

## Cross References

| | |
|---|---|
| Policy 213 | School Board Committees |
| Policy 304 | Policy Implementation |

## Policy

| | |
|---|---|
| Adopted | 04/16/2007 |
| ~~Amended~~ Revised | 01/10/2011 |
| ~~Amended~~ Revised | 09/26/2011 |
| ~~Amended~~ Revised | 11/13/2012 |
| Revised | 08/13/2018 |
| Revised | 06/12/2023 |
| Revised | __/__/2026 |

{Appendix I Deleted]

~~APPENDIX I TO POLICY 208~~

# ~~Policy Review Cycle~~

~~The four-year review cycle for 2025 2026 to 2029 2030 is as follows:~~

| ~~Year~~ | ~~Area (Series Number)~~ |
|---|---|
| ~~2025 - 2026~~ | ~~Educational Programs (600), Community Relations (900)~~ |
| ~~2026 - 2027~~ | ~~School District (100), School Board (200), Administration (300), Non-Instructional Operations (700)~~ |
| ~~2027 - 2028~~ | ~~Personnel (400), Non-Instructional Operations (700), Buildings and Sites (800)~~ |
| ~~2028 - 2029~~ | ~~Students (500), Educational Programs (600)~~ |
| ~~2029 - 2030~~ | ~~Educational Programs (600), Community Relations (900)~~ |

~~The school board will review Policy 524 biennially.~~

~~In addition, the board will review the following policies annually:~~

- ~~113 Data Requests~~
- ~~506 Student Conduct and Discipline~~
- ~~806 Emergency Management~~

## ~~Appendix~~

~~Reviewed 11/13/2012~~
~~Revised 02/24/2014~~
~~Revised 08/17/2015~~
~~Revised 08/13/2018~~
~~Revised 06/12/2023~~
~~Revised 07/14/2025~~
~~Revised __/__/2026~~

# Policy Development, Adoption, and Implementation Review Rubric

| Edina Public Schools –<br>Continuum of Cultural Proficiency for EPS Policy Development and Refinement | | |
|---|---|---|
| **Unhealthy Behaviors & Actions of the Policy** | | |
| Cultural Destructiveness | Cultural Incapacity | Cultural Ignorance (formerly blindness) |
| Policy or parts of the policy eliminates all vestiges of other people's cultures. | Policy or parts of the policy disempowers people who differ from the dominant group. | Policy or parts of the policy reflects the values and behaviors of the dominant culture which are presumed to be universally applicable and beneficial. |
| **Healthy Behaviors & Actions of the Policy** | | |
| Cultural Pre-Competence | Cultural Competence | Cultural Proficiency |
| Policy or parts of the policy recognizes diversity of cultural groups and the barriers present but does not have provisions to support or make adaptations to the cultural differences. | Policy or parts of the policy relies upon the use of the essential elements as the standards for policy development, adoption, and implementation.<br><br>The policy has in place language that promotes acceptance and respect for difference. | Policy in its entirety holds culture in high esteem and acknowledges and honors all stakeholders and their representative groups.<br><br>~~Policy is guided by the values of the cultural proficiency framework as noted in Table 1.~~ |

[Delete Table 1]

~~Table 1: Tools of Cultural Proficiency~~

**THE CULTURAL PROFICIENCY FRAMEWORK**

*Cultural Proficiency is the policies and practices in an organization or the values and behavior of an individual, that enable the person or institution to engage effectively with people and groups who are different from them. Cultural Proficiency is an inside-out approach that influences how people relate to their colleagues, clients and community. Cultural Proficiency is a lens for examining one's work and one's relationships. The four tools of cultural proficiency are the Elements, the Continuum, the Barriers and the Principles.*

| **THE ESSENTIAL ELEMENTS --** *Standards for Planning and Evaluating* |
|---|
| • **Assess Culture:** Identify the cultural groups present in the system<br>• **Value Diversity:** Develop an appreciation for the differences among and between groups<br>• **Manage the Dynamics of Difference:** Learn to respond appropriately and effectively to the issues that arise in a diverse environment<br>• **Adapt to Diversity:** Change and adopt new policies and practices that support diversity and inclusion<br>• **Institutionalize Cultural Knowledge:** Drive the changes into the systems of the organization |

| **CULTURAL PROFICIENCY CONTINUUM** | | | | | |
|---|---|---|---|---|---|
| *Change Mandated for Tolerance* | | | *Change Chosen for Transformation* | | |
| **DESTRUCTION** | **INCAPACITY** | **BLINDNESS** | **PRECOMPETENCE** | **COMPETENCE** | **PROFICIENCY** |
| *Eliminate differences*<br>The elimination of other people's cultures | *Demean differences*<br>Belief in the superiority of one's culture and behavior that disempowers another's culture | *Dismiss differences*<br>Acting as if the cultural differences you see do not matter or not recognizing that there are differences among and between cultures | *Respond inadequately to the dynamics of difference*<br>Awareness of the limitations of one's skills or an organization's practices when interacting with other cultural groups | *Engage with differences using the essential elements as standards*<br>Using the five essential elements of cultural proficiency as the standard for individual behavior and organizational practices | *Esteem and learn from differences as a lifelong practice*<br>Knowing how to learn about and from individual and organizational culture; interacting effectively in a variety of cultural environments. Advocating for others. |

| *Reactive Behaviors, Shaped by the* **BARRIERS** | *Proactive Behaviors, Shaped by the* **PRINCIPLES** |
|---|---|
| • Unawareness of the need to adapt<br>• Resistance to change<br>• Systems of oppression and privilege<br>• A sense of entitlement | • Culture is a predominant force<br>• People are served in varying degrees by the dominant culture<br>• There is diversity within and between cultures<br>• Every group has unique culturally-defined needs<br>• People have personal identities and group identities.<br>• Marginalized populations have to be at least bicultural<br>• Families, as defined by culture, are the primary systems of support<br>• The diverse thought patterns of cultural groups influence how problems are defined and solved.<br>• The absence of cultural competence anywhere is a threat to competent services everywhere |

From: Nuri-Robins, Lindsey, Lindsey, and Terrell. **Culturally Proficient Instruction** Corwin 2012
www.TheRobinsGroup.org

# Appendix

Adopted 06/12/2023
Rev_____ __/__/2026

Edina Public Schools
DEFINING EXCELLENCE

Policy 503

**Students**

**Student Attendance**

I. Purpose

This policy defines school attendance expectations. This policy recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators.

II. General Statement of Policy

It is the policy of the school district to fully comply with state law, which requires the students of the district to attend all assigned classes every day school is in session, unless: the student has been excused by the school board from attendance because the student has already completed state and district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

A. Responsibilities

1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend on time, all assigned classes every day that school is in session, and to be aware of and follow the correct procedures when absent from an assigned class. Students are responsible for securing missed work, scheduling make-up examinations, and are accountable to make up missed course content.

2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems. The parent or guardian is also responsible for supporting the student with their assigned responsibilities.

3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon

request.

4. Administrator's Responsibility

   a. It is the administrator's responsibility to require students to attend all assigned classes. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students.~~,~~

   b. The administrator will ~~to~~ maintain accurate records on student attendance, and ~~to~~ prepare a list of the previous day's absences stating the status of each. The administrator will count a student as in attendance on each day the student receives supervision, instruction, or services from school staff in accordance with applicable program parameters. Records will be kept in a sufficient manner to allow the district to comply with reporting requirements set forth in state law for the purposes of funding.

   c. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.

III. Attendance Procedures

A. Attendance procedures will be presented by the principals to the superintendent for review and approval. When approved by the superintendent, the attendance procedures will be attached as Appendix I of this policy and included in each school's *Student and Family Handbook*. ~~*Student Rights and Responsibilities Handbook*.~~

IV. Required Reporting

A. Continuing Truant

1. State law provides that a continuing truant is a student who is subject to the Compulsory Instruction law and is absent from instruction in a school without a valid excuse within a single school year for:

   a. Three (3) cumulative days if the child is in elementary school; or

   b. Three (3) or more class periods on three (3) cumulative days if the child is in middle school or high school.

2. When a student is initially classified as a continuing truant, state law provides that the building administrator or designee will notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

   a. That the child is truant;

   b. That the parent or guardian should notify the school if there is a valid

excuse for the child's absences;

c. That, under state law, the parent or guardian is obligated to compel the attendance of the child at school and parents or guardians who fail to meet this obligation may be subject to prosecution;

d. That this notification serves as the notification required by state law;

e. That alternative educational programs and services may be available in the school district;

f. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;

g. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under state law; and

h. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to state law.

B. Habitual Truant

1. A habitual truant is a child who is at least twelve (12) years old and less than eighteen (18) years old ~~under the age of 17 years~~ who is absent from attendance at school without lawful excuse for either (~~1~~a) seven (7) cumulative school days if the child is in elementary school or (~~2~~b) one (1) or more class periods on seven (7) cumulative school days if the child is in middle school or high school. Also, a habitual truant is a child who is seventeen (17) years of age who is absent from attendance at school without lawful excuse for one (1) or more class periods on seven (7) school days and who has not lawfully withdrawn from school in accordance with state law.

   Under state law, habitual truant also means a child under age twelve (12) who has been absent from school for seven (7) school days without lawful excuse, based on a showing by clear and convincing evidence that the child's absence is not due to the failure of the child's parent, guardian, or custodian to comply with compulsory instruction laws.

2. The building administrator or designee will refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures under state law.

3. The school district reserves the right to report students truant if they accumulate more than twelve (12) excused absences during the year.

V. Student Status

A pupil, regardless of age, who has been absent, whether exempt, excused or

unexcused, from school for fifteen (15) consecutive school days during the regular school year or for five (5) consecutive school days during summer school or intersession classes of flexible school year programs, without receiving instruction in the home or hospital, will be dropped from the roll and classified as withdrawn.

VI. Pre-Arranged Absences

For an absence to be excused, a student, parent or guardian must complete the pre-arranged absence form, attached as Appendix II, for any absences related to personal reasons, family vacations or significant educational opportunities. The form must be submitted five (5) days prior to the absence for it to be considered excused.

VII. Request for Modified Learning Experience

School district families may request a modification on their child's learning experience beyond the child's scheduled school day. The request could be a defined number of full days or a defined amount of time during the school day for a defined number of days.

The request will be made to the building principal and consideration for approval will be limited to the following reasons:

- Students desire for a performance acceleration
- Extended family travel schedule
- Attendance challenges associated with unique learning needs

Families seeking approval of a modified learning experience must do so six (6) weeks prior to the experience's beginning date. The district review and decision of the proposal will be completed within four (4) weeks of the received proposal. The modified proposal can be found in Appendix III.

VIII. Support for Student Attendance

Each school site will develop procedures that promote regular student attendance and prevent absenteeism and truancy. When possible, the school district will work with other organizations and agencies to support regular student attendance.

IX. Dissemination of Policy

This policy will be made available to all students and parents at the commencement of each school year in the applicable *Student and Family Handbook*.~~*Student Rights and Responsibilities Handbook*.~~ This policy will also be available upon request in each principal's office.

Legal References:
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 120A.26 (Enforcement and Prosecution)

Minn. Stat. § 120A.34 (Violations; Penalties)
Minn. Stat. § 120A.35 (Absence from School for Religious and Cultural Observances)
Minn. Stat. § 126C.05 (Definition of Pupil Units)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 260A.02 (Definitions)
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)
Minn. Stat. § 260C.007, Subd. 19 (Habitual Truant)
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
*Goss v. Lopez*, 419 U.S. 565 (1975)
*Slocum v. Holton Board of Education*, 429 N.W.2d 607 (Mich. App. Ct. 1988)
*Campbell v. Board of Education of New Milford*, 475 A.2d 289 (Conn. 1984)
*Hamer v. Board of Education of Township High School District No. 113*, 66 Ill. App.3d 7 (1978)
*Gutierrez v. School District R-1*, 585 P.2d 935 (Co. Ct. App. 1978)
*Knight v. Board of Education*, 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
*Dorsey v. Bale*, 521 S.W.2d 76 (Ky. 1975)

Cross Reference:
Policy 506 (Student Conduct and Discipline)
*Student and Family Handbook,* for the relevant Edina Public Schools location.

Policy
adopted: 06/16/08
amended: 05/21/12
revised: 03/14/16
revised: 04/17/17
revised: 06/12/17
revised: 12/17/18
revised: 04/08/24
revised: __/__/26

INDEPENDENT SCHOOL DISTRICT NO. 273
Edina, Minnesota

Appendix I to Policy 503

# ATTENDANCE PROCEDURES

The school district believes regular attendance to be an essential element in the student's educational process. Regular, punctual attendance fosters a climate conducive to learning, perpetuates effective teaching, protects the integrity of the school day, and ensures quality education. Regular, punctual attendance, a responsibility that should be shared by students, parents/guardians, and school, is one means by which a student learns responsibility and self-discipline. To encourage attendance, the district herein adopts the following attendance requirements:

I. Attendance Procedures

A. If a student is absent or will be absent from class or arrive late to school, the student's parent/guardian must call the school office before noon the day of the absence. Digital reporting of absences is preferred. Phone calls through the attendance line ~~is~~ are a second reporting option. If a phone call cannot be made, a note with a phone number where a parent/~~ or~~ guardian can be reached will be acceptable on the day the student returns; otherwise, the absence will be considered unexcused. The parent/guardian must contact the school within forty-eight (48) hours to change an absence from unexcused to excused. If for some reason a parent/guardian is unable to follow the above procedure, the building administrator or designee must be contacted.

B. Students must be in school for a minimum of three (3) hours (unless absent due to a school-sponsored activity or documented medical/dental appointment) in order to be eligible to practice or participate in any school-sponsored activity after school.

C. When a temporary condition or disability resulting from illness or injury makes it necessary for a student not to participate in physical education or swimming, the parent/guardian is asked to notify the teacher through email or a written note making this request. If the student is to be excused for longer than a week, a statement from the attending physician requesting this is required. These requests should be brought to the school health office before classes start in the morning.

II. Classification of Absences

A. Exempt Absence

An exempt absence indicates an acceptable absence from school or class with parental/guardian and school permission. Full credit is given for all make-up work, and it is the teachers' and parents'/guardians' obligation to assist the student with all make-up work. Each teacher will notify the students of the classroom's make-up work policy. A student should complete all missing work within a period equating to two (2) days per day of exempt absence from school. Students should proactively request work or assignments in cases of prearranged absences. Exempt absences will be treated the same as excused absences except they will not be counted toward cumulative absences (see Section III.D.). The following absences are considered exempt:

1. Chronic illness
2. Death or terminal illness in the student's immediate family or of a close friend or relative

3. Court appearance occasioned by family or personal action
4. Regularly scheduled religious instruction, not to exceed three (3) hours in any week
5. Religious holiday or observance or American Indian cultural practice, observance, or ceremony.
6. Emergency conditions such as fire or flood
7. Official school field trip or other school-sponsored outing
8. Active duty in any military branch of the United States (High School only)
9. Participation in school-sponsored activities
10. Removal of a student pursuant to a suspension. Suspensions will be handled as excused absences, and a student will be permitted to complete make-up work.
11. Spectator at a school-sponsored activity. This activity needs approval from school district or school leadership and is up to the discretion of building administration.
12. Surgery or inpatient hospitalization with medical documentation.
13. Medical recovery lasting four (4) or more consecutive days (Health Services Discretion).

B. Excused Absence

An excused absence indicates an acceptable absence from school or class with parental/guardian and school permission. Full credit is given for all make-up work, and it is the teachers' and parents'/guardians' obligation to assist the student with all make-up work. Each teacher will notify the students of the classroom's make-up work policy. A student should complete all missing work within a period equating to two (2) days per day of excused absence from school. Students should proactively request work or assignments in cases of prearranged absences. Excused absences will be counted toward cumulative absences (see Section III.D.) The following are excused absences:

1. Illness (non-chronic) (a doctor's note may be required after a student has three (3) cumulative absences during a school year)
2. Medical, dental, or orthodontic treatment or counseling appointment that cannot be completed outside of the school day. The appointment should last no more than one half (½) day, and the school may require documentation in order for it to be considered an excused absence.
3. Driver's examination. The school requires documentation in order for this to be considered an excused absence.
4. Pre-arranged personal or family vacations. A student must have completed and turned in the form for Pre-Arranged Personal Absences, Family Vacations, and Significant Educational Opportunities not less than five (5) school days in advance of the first day of absence for a vacation to be considered an excused absence.
5. College visit. The school requires documentation in order for this to be considered an excused absence.
6. Transportation miscue, including missed bus, traffic congestion, and vehicle malfunction

C. Unexcused Absence

An unexcused absence indicates that the student is absent from school or class with or without the consent of the parent/guardian, for a reason which is not acceptable to the school as listed in Section II.A or II.B. Make-up work may be required and credit will be given at the discretion of the teacher, based upon the individual classroom's make-up work policy. Unexcused absences are counted toward cumulative absences (see

Section III.D.). The following are examples of absences that will not be excused:

1. An absence by a student that was not approved by the parent/guardian and/or the district
2. Any absence in which the student failed to comply with any reporting requirements of the district's attendance procedures within forty-eight (48) hours of the absence
3. Working on school assignments or preparing for exams at home
4. Work at a business, except under a school-sponsored work release program
5. Personal or family vacation that is not pre-arranged as described in Section II.B.4.
6. Oversleeping, missing alarms, studying, or volunteer work

## III. Monitoring Absenteeism

A. A staff attendance review team may meet on a regular basis to monitor exempt, excused, and unexcused student absenteeism. The school will utilize the table below to provide communication to parents/guardians.

B. The school notification system will provide communication electronically to parents/guardians with each absence from the school day or a class.

C. School administration will monitor exempt and excused absences and work with families to improve attendance.

D. School administration will follow the steps below based on the number of unexcused absences and cumulative absences (including excused and unexcused, but not exempt absences as described in Section II) a student has incurred.

| **Elementary and Middle School** | |
|---|---|
| 3 Unexcused Absences | School administration may communicate with parents/guardians about attendance concerns via letter, email, or phone call. Parents/guardians may be required to meet with the school social worker, counselor, or administrator. Schools mail a Three-Day Continuing Truant notification ~~3-day attendance~~ letter to parent(s)/guardian(s). |
| 6 Cumulative Absences | School administration will communicate with parents/guardians and may begin an intervention process to improve attendance. Resources are provided to the family and ongoing communication with the family occurs. Parents/guardians may be required to attend a Parent Group Meeting through the "Be@School" program in Hennepin County if all six (6) absences are unexcused. |
| 9 Unexcused Absences | The student will be required to participate in a conference with the building administrator or designee. Truancy Report 1 will be filed through the Hennepin County "Be@School" program.~~The school sends initial report to Be@School program~~ at the seventh (7th) unexcused absence. The administration will communicate to the parents/guardians that the continued absences will result in eventual referral to the state attorney. |

| | |
|---|---|
| 9-18 Cumulative Absences | At twelve (12) unexcused absences, Truancy Report 2 will be filed through the Hennepin County "Be@School" program, ~~school sends report 2 to Be@School,~~ which includes additional information about the student, known or suspected barriers, and attendance interventions. School administration will continue to work with the family to communicate absences. At seventeen (17) days, school sends Truancy R~~r~~eport 3 to Be@School to update attendance, contact information, or any additional concerns. A student that reaches eighteen (18) cumulative (excused and unexcused absences) may be recommended for retention. |

*These are total absences throughout the school year.

| High School |
|---|

**UNEXCUSED ABSENCES**

| | |
|---|---|
| Any Unexcused Absence | Family will be notified via automated phone call. Family has forty-eight (48) hours to excuse the absence via the ~~EHS~~ online system. Students have the opportunity to make up missed work for up to seventy-five percent (75%) or equivalent. |
| 3 Unexcused Absences | At three (3) unexcused absences, schools send a Three-Day Continuing Truant notification letter home to parents/guardians. |
| 7 Unexcused Absences | Truancy Report 1 will be filed through the Hennepin County "Be@School" program. Parents may be required to attend a Parent Group Meeting through the "Be@School" program. At seven (7) unexcused absences, a student is considered a habitual truant. The school will communicate with parents about attendance concerns via phone call or parent meeting including school ~~EHS~~ staff to create an intervention plan. |
| 12 Unexcused Absences | Truancy Report 2 will be filed through the Hennepin County "Be@School" program. Pending student performance or extenuating circumstances, student may be dropped from class with a grade of NC. |

*~~All absences are reset at the start of a new semester~~ These are total absences throughout the school year.

**EXCUSED ABSENCES**

| | |
|---|---|
| Any Excused Absence | Full credit is given for make-up work. A student should complete ALL missing work within a period equating to two (2) school days per day of excused absence to receive full credit. |
| 12 Excused Absences | The school will communicate with parents about attendance concerns via phone call or parent meeting. The student may be placed on an intervention plan which may require pre-approval from administration/health services or provide a note from a medical provider upon subsequent excused absences. At seventeen(17) days, school sends Truancy R~~r~~eport 3 to Be@School to update attendance, contact information, or any additional concerns. |

*~~All absences are reset at the start of a new semester.~~ These are total absences throughout the school year.

The district reserves the right to report students truant if they accumulate more than twelve (12) excused absences during the year.

E. Attendance Appeal Process for Edina High School

A student scheduled to be removed from a class due to excessive (excused or unexcused) absences may appeal this decision. The student and/or parent/guardian is provided an opportunity to share the circumstances related to the violation of the attendance contract that warrant not being dropped from the course. The final decision is made by the administrator.

IV. Suspension from School

Make-up work is required and will receive one hundred percent (100%) credit. Days during which a student is suspended from school will not be counted in the student's total cumulative absences.

V. Tardiness

A. At the Elementary level, tardiness is late arrival to school, not to exceed thirty (30) minutes. Any student arriving later than thirty (30) minutes will be marked as a half (½) day absence.

B. At the Middle School and High School levels, tardiness is late arrival to school or to a class, not to exceed ten (10) minutes.

Tardiness, other than the first (1st) period of the day, will be handled by the teacher. Each teacher will advise students of penalties and/or makeup for their class. Late arrivals to school in the morning will be dealt with through the office. The fourth (4th) unexcused tardy in any given quarter will result in an intervention (e.g., attendance plan, parent/guardian meeting, team meeting).

C. Tardiness or half (½) day absence is classified as exempt, excused, or unexcused, depending on whether the reason is defined as exempt, excused, or unexcused in Section II.

| | |
|---|---|
| Reviewed: | 04/17/17 |
| revised: | 06/12/17 |
| revised: | 12/17/18 |
| updated: | 11/18/19 |
| revised: | 06/12/23 |
| revised: | 04/08/24 |
| revised: | __/__/26 |

Appendix II to Policy 503

## Form for Pre-Arranged Personal Absences, Family Vacations, and Significant Educational Opportunities

*Entire form must be filled out **five (5) days prior to the absence for it to be considered excused!***

Student Name: _____ Grade: _____ ID#: _____

Parent/Guardian Name(s): _____

Parent/Guardian Phone Number(s): Cell (_____)_____-_____;

Home (_____)_____-_____

Date(s) of Absence: *_____ through * _____

*Leaving midday at: _____AM/PM *Returning midday at: _____AM/PM

**Check one Box Below:**

- □ **Religious / Cultural Observance**
- □ **Personal Matter / Family Vacation -** ***Please supplement this form with a short written explanation.***
- □ **Significant Educational Opportunity -** ***Please supplement this form with a short written explanation of the opportunity.***
- □ **Athletic Event -** ***Please supplement this form with a short written explanation.***

***Written Explanation for Absences:***

_____

_____

_____

_____

_____

_____

_____

_____

Parents//guardians/students are responsible for contacting the teacher(s) and arranging for makeup work before turning this form into the office. Please complete and turn this form in to the office **at least five (5) school days** prior to departure. Forms not turned in five (5) school days prior to being gone will result in the absence marked as unexcused. Parent(s)/guardian(s) should sign this form before giving it to the classroom teacher.

I have read and understand the conditions listed above:

**Student Signature: _____**

**Parent/Guardian Signature(s):_____**

**Date:_____**

*Office Use Only:*
*Date received by Office Staff:* _____

(~~04/24~~ __/26)

Appendix III to Policy 503 and 509

**Family Proposal for a Modified Learning Experience**

Student's Name: _____ Grade: _____ School: _____

Date of Submission: _____

Experience Begin Date: _____ Experience End Date: _____

Experience School Day Adjustment: _____

Family Need/Rationale for Modified Learning Experience (describe reasons for proposal):

_____

_____

_____

_____

_____

**Customized Learning Experience:**

| Subject(s) | Modified Instructional Approach | Assessment Process |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

**Requirements of Modified Learning Experience**:

- Meets state and district attendance requirements
- Meets state and district academic advancement requirements, including grade level standards and high school course credits
- Does not require specialized services or instructional support of district staff

Student Signature: _____ Date: _____

Parent/Guardian Signature(s): _____ Date: _____

**District Administrative Approval**:

___ Approved ___ Denied

___ Approved with the following modifications:

_____

_____

_____

**District Administrative Decision-Makers**:

_____ _____
Director of Teaching & Learning Building Principal

_____ _____
Date Date

**Appeal Request Date**: _____

**Decision of District Task Force**:

___ Approved ___ Denied

(~~04/24~~ __/26)

Edina Public Schools
DEFINING EXCELLENCE

Policy 520

**Students**

**Student Surveys**

I. Purpose

This policy establishes the parameters of information that may be sought in student surveys.

II. General Statement of Policy

Student surveys may be conducted, as determined necessary, by the school district or other governmental entities to obtain student opinions and information about students. The superintendent or designee may refuse to permit a survey to be conducted based on the alignment of the survey to the mission of the district and the impact the administration of the survey would have on the students' instructional day. Surveys, analyses, and evaluations conducted as part of any program funded through the U.S. Department of Education will comply with federal law.

III. Definitions

For purposes of this policy, the definitions included in this section apply.

A. "Instructional material" means instructional content that is provided to a student, regardless of format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet). The term does not include academic tests or academic assessments.

B. "Invasive physical examination" means any medical examination that involves the exposure of private body parts, or any act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.

C. "Parent" means a legal guardian or other person acting *in loco parentis* (in place of a parent), such as a grandparent or stepparent with whom the student lives, or a person who is legally responsible for the welfare of the student.

D. "Personal information" means individually identifiable information including a student or parent's first and last name; a home or other physical address

(including street name and the name of the city or town); a telephone number; or a Social Security identification number.

IV~~III~~. Student Surveys in General

A. Student surveys will be conducted anonymously, unless the parents~~/guardians~~ of the students are notified in writing that the student survey responses are to be identified with the students' names, and the parents~~/guardians~~ are provided the opportunity to opt out of the survey. There will be no requirement that the student return the survey, and no record of the student returning a survey will be maintained.

B. Surveys containing questions pertaining to the student's or the student's parent(s)' ~~or guardian(s)~~' personal beliefs or practices in sex, family life, morality, and religion will not be administered to any student unless the parent ~~or guardian~~ of the student is notified in writing that such survey is to be administered and the parent ~~or guardian~~ of the student gives written permission for the student to participate or the opportunity to opt out of the survey depending upon how the survey is funded. Any and all documents containing the written permission of a parent~~/guardian~~ for a student to participate in a survey will be maintained by the school district in a file separate from the survey responses.

C. Although the survey is conducted anonymously, potential exists for personally identifiable information to be provided in response thereto. To the extent that personally identifiable information of a student is contained in their responses to a survey, the district will take appropriate steps to ensure the data is protected in accordance with federal and state law.

D. The district will inform parents~~/guardians~~ at the beginning of the school year if the district or school has identified specific or approximate dates for administering surveys and give parents/guardians reasonable notice of planned surveys scheduled after the start of the school year. The district will give parents~~/guardians~~ direct, timely notice when their students are scheduled to participate in a student survey by United States mail, email, or another direct form of communication.

E. The district will give parents~~/guardians~~ the opportunity to review the survey and to opt their students out of participating in the survey.

F. The district ~~must~~ will not impose an academic or other penalty on a student who opts out of participating in a student survey.

~~I~~V. Student Surveys Conducted as Part of U.S. Department of Education Program

A. All instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey,

analysis, or evaluation as part of any program funded in whole or in part by the U.S. Department of Education, will be available for inspection by the parents ~~or guardians~~ of the students.

B. No student will be required, as part of any program funded in whole or in part by the U.S. Department of Education, without the prior consent of the student (if the student is an adult or emancipated minor), or in the case of an unemancipated minor, without the prior written consent of the parent ~~or guardian~~, to submit to a survey, analysis, or evaluation that reveals information concerning:

1. Political affiliations or beliefs of the student or the student's parent~~/guardian~~;

2. Mental and psychological problems of the student or the student's family;

3. Sex behavior or attitudes;

4. Illegal, antisocial, self-incriminating, or demeaning behavior;

5. Critical appraisals of other individuals with whom respondents have close family relationships;

6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;

7. Religious practices, affiliations, or beliefs of the student or the student's parent~~/guardian~~; or

8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

C. If a survey or evaluation is funded in whole or in part by the U.S. Department of Education, the district will develop local policies consistent with Sections V.A. and V.B. concerning student privacy, parental access to information, and administration of certain physical examinations to minors.

1. The following policies are to be adopted in consultation with parents:

a. The right of a parent of a student to inspect, upon request of the parent, a survey, including an evaluation, created by a third party before the survey is administered or distributed by the district to a student, including any applicable procedures for granting a parent's request for reasonable access to such survey within a reasonable period of time after the request is received.

b. Arrangements to protect student privacy in the event of the administration or distribution of a survey to a student, including an

evaluation, to a student which contains one (1) or more of the items listed in Section V.B., including the right of a parent of a student to inspect, upon request of the parent, any such survey.

c. The right of a parent of a student to inspect, upon request of the parent, any instructional material used as part of the educational curriculum for the student and any applicable procedures for granting a request by a parent for such reasonable access to instructional material within a reasonable period of time after the request is received.

d. The administration of physical examinations or screenings that the district may administer to a student. This provision does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act.

e. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing the information to others for that purpose), including arrangements to protect student privacy that are provided by the district in the event of such collection, disclosure, or use.

    (1) This provision does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as:

        (a) college or other postsecondary education recruitment or military recruitment;

        (b) book clubs, magazines, and programs providing access to low-cost literary products;

        (c) curriculum and instructional materials used by elementary or secondary schools;

        (d) tests and assessments used by elementary or secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students, (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments;

        (e) the sale by students of products or services to raise funds for school-related or education-related activities; and

        (f) student recognition programs.

(2) The right of a parent to inspect, on request, any instrument used in the collection of information, as described in Subsection V.C.1.e., before the instrument is administered or distributed to a student and procedures for granting a request by a parent for reasonable access to such an instrument within a reasonable period of time after the request is received.

2. The policies adopted under Subsection V.C.1. will provide for reasonable notice of the adoption or continued use of such policies directly to parents of students enrolled in or served by the district.

   a. The notice will be provided at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in a policy.

   b. The notice will provide parents with an opportunity to opt out of participation in the following activities:

      (1) Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, or otherwise providing that information to others for that purpose.

      (2) The administration of any third-party survey (not funded by the Department of Education) containing one or more of the items contained in Section V.B.

      (3) Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered by the district and scheduled by the district in advance, and not necessary to protect the immediate health and safety of the student or other students.

   c. The notice will advise students of the specific or approximate dates during the school year when the activities in Subsection V.C.2.b. are scheduled, or expected to be scheduled.

   d. The notice provisions will not be construed to preempt applicable provisions of state law that require parental notification and do not apply to any physical examination or screening that is permitted or required by applicable state law, including physical examinations or screenings that are permitted without parental notification.

VI. Notice

A. The school district will give parents and students direct notice of this policy at the beginning of each school year and after making substantive changes to this

policy.

B. The district will inform parents at the beginning of the school year if the district or school has identified specific or approximate dates for administering surveys and give parents reasonable notice of planned surveys scheduled after the start of the school year. The district will give parents direct, timely notice when their students are scheduled to participate in a student survey by United States mail, e-mail, or another direct form of communication.

C. The district will give parents the opportunity to review the survey and to opt their students out of participating in the survey.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.065 (District Surveys to Collect Student Information; Parent Notice and Opportunity for Opting Out)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. § 1232h (Protection of Pupil Rights)
20 U.S.C. § 1400, *et seq*. (Individuals with Disabilities Education Act)
34 C.F.R. Part 99 (Family Educational Rights and Privacy Act Regulations)
*Gonzaga University v. Doe*, 536 U.S. 273, 122 S. Ct. 2268, 153 L. Ed. 2d 309 (2002)
*C.N. v. Ridgewood Bd. of Educ.*, 430 F.3d. 159 (3rd Cir. 2005)
*Fields v. Palmdale School Dist.*, 427 F.3d. 1197 (9th Cir. 2005)

Cross References:
Policy 515 (Protection and Privacy of Student Records)
Policy 521 (Student Disability Nondiscrimination Under Section 504 of the Rehabilitation Act)
Policy 522 (Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process)
~~Policy 606 (Selection and Review and Selection of, and Reconsideration Request Process for, Instructional Text, Materials, Content, or Issues)~~
~~Policy 633 (Research Requests)~~

Policy
adopted: 04/14/08
amended: 03/12/12
revised: 11/17/14
reviewed: 08/10/20
revised: 02/03/25
revised: __/__/26

INDEPENDENT SCHOOL DISTRICT NO. 273
Edina, Minnesota

Edina Public Schools
DEFINING EXCELLENCE

Policy 601

**Education Programs**

**Educational Competencies, Academic Standards, and Instructional Curriculum**

I. Purpose

This policy defines the school district's educational competencies, instructional curriculum, academic standards, and K-12 talent development framework, including state and federal educational requirements.

II. General Statement of Policy

The school district is committed to providing a comprehensive educational experience for students that is defined by educational competencies and academic standards and implemented through an aligned instructional curriculum for early childhood through grade 12. The district will deliver the standards and curriculum at identified grade levels through classes and/or courses.

III. Definitions

For purposes of this policy, the definitions included in this section apply.

A. "Academic standards" mean a state-prescribed or locally-adapted set of content standards that the school district must offer and certify for a student to be eligible to receive a high school diploma.

B. "Curriculum" means district or school adopted programs and written plans for providing students with learning experiences that lead to expected knowledge, skills, and career and college readiness that are used~~. an instructional area of study for early childhood through grade 12 that is required~~ to meet the academic standards of the State of Minnesota or the district.

C. "Educational competencies" mean the articulated skills and literacies that learners need to have social, emotional, academic, and professional success in a rapidly changing, global world.

D. "K-12 Talent Development Framework" means (1) servicing students demonstrating high performance and cultivating potential in each and every student; (2) providing early intervention and development opportunities ensuring all students have opportunities to grow; and (3) providing learning experiences that are independent of students' background or economic status.

IV. Educational Competencies/Portrait of a Well-Rounded Edina Graduate

A. The school district places a high value on the holistic view of the learner. The view is responsive to the district's mission, which seeks to "deliver educational excellence and prepare all students to realize their full potential."

These competencies/Portrait of a Well-Rounded Edina Graduate are intended to help guide a learner along their educational journey, striving to become:

- Academically Prepared
- A Globally Competent Individual
- A Responsible and Engaged Citizen
- An Effective Communicator and Collaborator
- An Innovative Thinker and Problem Solver
- A Motivated Lifelong Learner

B. The educational competency descriptors/Portrait of a Well-Rounded Edina Graduate are located in Appendix I.

C. The district administration is responsible for embedding the educational competencies/Portrait of a Well-Rounded Edina Graduate into the learning experience and curriculum. This responsibility includes using the competencies as a framework for:

- Professional learning
- Curriculum development with courses and at grade levels
- Student assessment
- Staff evaluation

V. Academic Standards, Instructional Curriculum, Resources, and Experience

A. The director of teaching and learning will be responsible for the implementation of the school district's academic standards and instructional curriculum.

B. The district has defined academic standards, a comprehensive instructional curriculum, and common summative assessments for the following content areas:

- English language arts
- social studies
- ethnic studies
- math
- physical education
- music
- health
- business education
- financial literacy (applicable starting with 2028 graduates)
- science
- media literacy
- technology/engineering
- world languages

- family and consumer sciences
- visual, media, and performing arts

C. Each curricular content area will have a guide that includes:

- mission
- grade-appropriate standards
- curriculum materials
- supplemental resource materials
- common assessments
- differentiation ~~and personalization~~ suggestions
- media and technology ~~materials~~ resources as appropriate

D. Each curricular content area will be reviewed and revised on a cyclical basis as per Policy 603 (Curriculum and Program Review and Development).

E. The academic standards and instructional curriculum will align with those established by the Minnesota Department of Education or by local adoption as provided in statute.

F. The elementary schools will offer the following:

- visual, media, and performing arts
- ~~integrated~~ English language arts
- math
- music
- physical education
- science
- health
- social studies

G. The middle schools will offer the following:

- visual, media, and performing arts
- ~~integrated~~ English language arts
- math
- music
- physical education
- science
- health
- social studies
- career and technology education
- world languages
- family and consumer sciences

H. The high school will require forty-three (43) credits for graduation pursuant to district policy. Starting with the class of 2028, the high school will require forty-four (44) credits for graduation.

I. The K-12 Talent Development Framework (see Appendix II) consists of enrichment, extended learning, acceleration, and authentic learning opportunities.

J. The school board will approve all academic standards and instructional curriculum revisions at least as frequently as prescribed by Minnesota Department of Education's K-12 Academic Standards Review Schedule as approved by state law.

K. The district will provide professional learning opportunities to advance employees' knowledge, skills, and abilities in effectively delivering the standards, competencies, and curriculum through instruction.

Legal References:
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.023 (Benchmarks)
Minn. Stat. § 120B.024 (Credits)
Minn. Stat. § 120B.101 (Curriculum)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.12 (READ Act Goal and Interventions)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.20 (Parental Curriculum Review)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)
Minn. Stat. § 120B.30 (~~Statewide Testing and Reporting System~~ General Requirements; Statewide Assessments)
20 U.S.C. § 5801, *et seq*. (Goals 2000: Educate America Act)
20 U.S.C. § 6301, *et seq*. (Every Student Succeeds Act)
Minnesota K-12 Academic Standards in Arts Education

Cross References:
Policy 105 (School District Mission, Vision, Strategic Direction and Plan)
Policy 603 (Curriculum and Program Review and Development)
Policy 613 (Graduation Requirements)
Policy 614 (Assessment Plan)
Policy 616 (School District System Accountability)
EPS 2020-2030 Strategic Plan

Policy
adopted: 07/20/09
revised: 08/17/15
modified: 11/11/19
revised: 02/10/20
revised: 09/14/20
revised: 03/04/24
revised: 01/06/25
revised: 11/10/25 (correction under quick review)
revised: __/__/26

INDEPENDENT SCHOOL DISTRICT NO. 273
Edina, Minnesota

Appendix I to Policy 601

Edina Public Schools
DEFINING EXCELLENCE

# Portrait of a Well-Rounded Edina Graduate




## ACADEMICALLY PREPARED

- Demonstrates foundational academic knowledge in Reading, English Language Arts, Mathematics, Social Studies, Science, Technology, Engineering, and the Arts.
- Masters and applies standards aligned to challenging and rich curricula.
- Identifies, understands, and solves complex issues.

## GLOBALLY COMPETENT INDIVIDUAL

- Possesses a diverse and informed world perspective, including understandings of world geography, history, economics, social issues, cultures, political structures and environmental conditions.
- Engages in multiple opportunities to broaden language knowledge and application.
- Embraces the individual and cultural dignity of all people and actively seeks multicultural interactions.

## RESPONSIBLE AND ENGAGED CITIZEN

- Demonstrates a high level of integrity and ethical action.
- Applies knowledge and education for the good of the community.
- Demonstrates empathy, compassion and open-mindedness.
- Accepts responsibility for personal choices and actions, including impact on others and learns from mistakes.
- Applies the social-emotional skills of self-awareness and self-management to lead a healthy and well-balanced life.

## EFFECTIVE COMMUNICATOR AND COLLABORATOR

- Communicates effectively as a listener, speaker, writer, and responder through appropriate and timely communication platforms (digital, print, video, and social media).
- Possesses strong social and interpersonal skills, including verbal, nonverbal, and conflict resolution.
- Works effectively with others in academic and social settings, both as a leader and a contributor.

## INNOVATIVE THINKER AND PROBLEM SOLVER

- Thinks and produces creatively, both collaboratively and independently.
- Demonstrates intellectual curiosity.
- Critically analyzes and evaluates information sources.
- Adapts to changing demands.

## MOTIVATED LIFE-LONG LEARNER

- Understands personal interests and passions, while valuing continuous learning and seeking opportunities for growth.
- Understands own needs as a learner and advocates appropriately.
- Persists when faced with challenge or adversity.
- Actively researches opportunities, sets personal learning goals, makes choices that support long-term aspirations and successful transitions.

Appendix
adopted: 03/04/24
reviewed: 01/06/25
reviewed: __/__/26

Appendix II to Policy 601

## K-12 Talent Development Framework

~~In addition to serving students already demonstrating high performance, talent development services cultivate potential in students whose strengths are not yet tapped or readily observable in typical classroom environments. By fostering talent development, Edina ensures that each and every student has the opportunity to grow at accelerated rates in enriching learning environments.~~

In addition to serving students already demonstrating high performance, Talent Development in Edina is Gifted Education and more. It takes a broader, more inclusive, and proactive approach. It focuses on nurturing potential in all students by providing opportunities, support, and meaningful challenges that match each learner's readiness. The Edina Talent Development Framework provides four learning opportunities to nurture the potential in all students. The framework aligns with the vision of the Portrait of a Well-Rounded Edina Graduate, ensuring that ~~every learner is seen, supported, and stretched to develop their potential and thrive. By fostering talent Development, Edina ensures that~~ each and every student has the opportunity to grow at accelerated rates in enriching learning environments.

| **Opportunity** | **~~Vision~~ What** | **~~Description~~ Why** | **Examples** |
|---|---|---|---|
| Enrichment | Enrichment happens in the regular classroom setting for all students led by the licensed classroom teacher. Enrichment is integrated into the curriculum and the instructional culture of the school. ~~Rigorous and enriching opportunities for learners to discover their unique interests and strengths integrated into the core curriculum and culture of the school~~ | Sets a foundation for talent development<br>Provides new experiences and information that expands background knowledge<br>Offers rigorous, inquiry-based experiences<br>Fosters critical, reflective, and creative thinking<br>Allows student strengths and talents to emerge | Lessons focused on critical, reflective, and creative thinking within the standards<br>Inquiry-based learning<br>Problem-solving activities |
| Extended Learning | Extended Learning happens in the regular classroom setting led by the | Builds learner confidence in a talent area<br>Recognizes students' | Extending the standards beyond what is required for all |

| | | | |
|---|---|---|---|
| | licensed classroom teacher for some students who are consistently performing above grade level. Extended learning happens when students show teachers they have mastered content in a specific area and teachers find flexible time to provide students with additional challenging opportunities. ~~Opportunities provided to **some** students to engage with grade-level content at a deeper level during flexible times throughout school day or year~~ | knowledge and skills<br>Promotes development of higher order thinking skills<br>Offers content depth and complexity<br>Increases rigor and knowledge | |
| Acceleration | Acceleration happens in a different classroom with a licensed Talent Development teacher for **some** students who are significantly above grade level. Acceleration is providing learning at a faster pace so that there is substantial additional time to introduce students to new content and deepen learning. ~~Opportunities for **some** students to compact grade-level standards and be exposed to higher grade-level standards~~ | Reinforces learner commitment in a talent area<br>Recognizes students' knowledge and skills<br>Offers content at a faster pace<br>Provides above-level content<br>Increases rigor and knowledge<br>Ensures strong student engagement and optimal academic and social and emotional growth | Accelerated pacing beyond the typical learning sequence<br>Compacted courses<br>College-level courses |

| | | | |
|---|---|---|---|
| | ~~at a faster pace~~ | | |
| Authentic Learning | Authentic learning happens in the regular classroom setting for all students led by the licensed classroom teacher. These opportunities engage ~~Opportunities provided to **all**~~ students ~~to engage~~ in real-world application of strengths and talents | Recognizes and responds to students' talent area expertise<br>Provides opportunities for learners to apply their strengths and interests in real-world inquiry or production<br>Promotes high intellectual performance and production | Provide real-world opportunities for students to apply their strengths and interests in specific talent areas<br>3-5 STEAM Cornerstone projects integrated |

Appendix
adopted: 09/14/20
revised: 03/04/24
reviewed: 01/06/25
revised: __/__/26

Edina Public Schools
DEFINING EXCELLENCE

Policy 616

**Education Programs**

**School District System Accountability**

I. Purpose

This policy sets forth the school district's strategies for a process that promotes high academic achievement for all students and ensures broad-based community participation in decisions regarding the implementation of state and federal academic standards.

II. General Statement of Policy

The school district will establish a system to review and improve instruction, curriculum, and assessment which will include input from students, parents/guardians, and local community members. The district will be accountable to the public and the state through annual reporting.

III. Establishment of Goals, Implementation, Evaluation, and Reporting

A. School District Goals

1. The school board has established district improvement goals that provide broad direction for the district. ~~The improvement goals will be reviewed annually and approved biannually by the board.~~ The board will adopt the goals based on feedback received from multiple sources, including the recommendations of the Comprehensive Achievement and Civic Readiness Committee (the ~~"CA&CR~~ "CACR Committee").

2. The district-wide improvement goals will ~~address~~ consider feedback from multiple sources, including recommendations identified through the ~~CA&CR~~ CACR Committee's process and the district's strategic planning process. The district's goal-setting process will include the alignment of individual school improvement goals with district improvement goals.

B. System for Reviewing All Instruction and Curriculum.

The district will use the curriculum and program review cycles as defined by district policy to analyze the district's progress toward implementation of the state standards.

C. The ~~CA&CR~~ CACR Committee

1. By October 1 of each year, the ~~CA&CR~~ CACR Committee will meet to

advise and assist the district in the implementation of the district system accountability and continuous improvement process.

2. The ~~CA&CR~~ CACR Committee, working in cooperation with other district committees, will provide active community participation in:

    a. Reviewing the district instructional and curriculum plan, including the implementation of state standards.

    b. Identifying annual instruction and curriculum improvement goals for recommendation to the board.

    c. Making recommendations regarding the evaluation process that will be used to measure district progress toward its improvement goals.

    d. Monitoring the district and schools' student achievement levels and progress towards improvement goals.

3. The ~~CA&CR~~ CACR Committee will reflect the diversity of the community. ~~Membership will include:~~

    ~~a. director of teaching and learning~~

    ~~b. principal representative~~

    ~~c. board member~~

    ~~d. student representative~~

    ~~e. one teacher from each instructional level~~

    ~~f. two parents/guardians from each instructional level~~

    ~~g. two residents without school-aged children, non-representative of local business or industry~~

    ~~h. two residents representative of local business or industry~~

4. Translation services should be provided as needed.

5. The ~~CA&CR~~ CACR Committee will meet the following timeline each year:

    - Fall: Organizational meeting to review the authorizing legislation and the roles and responsibilities of the ~~CA&CR~~ CACR Committee as

determined by the board. Agree on the process to be used. Become familiar with the instruction and curriculum of the cycle content area.

- Winter: Review evaluation results and prepare recommendations.
- Spring: Develop recommendations to the board for its input and approval.

D. A committee of professional staff will develop a plan for assessment of student progress, the graduation standards, as well as program evaluation data for use by the ~~CA&CR~~ CACR Committee to review instruction and curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school sites.

E. Reporting

1. Annually, the board will hold a public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction, and to review district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to comprehensive achievement and civic readiness.

2. Consistent with the requirements for school performance reports under state law, the board will publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means such as on the district website.

3. The board will transmit an electronic summary of its report to the Minnesota Commissioner of Education in the form and manner the commissioner determines. The district will periodically survey affected constituencies about their connection to and level of satisfaction with school. The district will include the results of this evaluation in its summary report to the commissioner.

Legal References~~:~~
~~20 U.S.C. § 6301 (2015) (Every Student Succeeds Act)~~
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.35 (Student Academic Achievement and Growth)
Minn. Stat. §120B.36 (School Accountability)
Minn. Stat. §122A.40, subd. 8 (Employment Contracts; Termination)
Minn. Stat. §122A.41, subd.5 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.04 (Site Decision Making; Individualized Learning Agreement; Other

Agreements)
Minn. Stat. § 123B.147, subd. 3 (Duties; Evaluation)
Minn. Rules Parts 3501.0660 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.07~~00-3501.0745~~ (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Art Standards for ~~the Arts~~ Kindergarten through Grade 12)
Minn. Rules Parts ~~3501.0900-~~3501.0960 (Academic Science Standards ~~in Science~~ for Kindergarten through Grade 12)
Minn. Rules Parts 3501.1200-1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.13~~00-3501.1345~~ (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301 (2015) (Every Student Succeeds Act)

Cross References~~:~~
Policy 105 (School District Mission, Values, Strategic Direction and Plan)
Policy 425 (Staff Development and Mentoring)
Policy 601 (Educational Competencies, Academic Standards, and Instructional Curriculum)
Policy 603 (Curriculum and Program Review and Development)
Policy 613 (Graduation Requirements)
Policy 614 (Assessment Plan)
Policy 618 (Assessment, Grading and Reporting of Student Progress)
Policy 620 (Receiving Course Credit for Learning)

Policy
adopted: 08/17/09
revised: 05/18/15
reviewed: 04/20/20
revised: 08/08/22
revised: 10/07/24
revised: __/__/26

INDEPENDENT SCHOOL DISTRICT NO. 273
Edina, Minnesota

Edina Public Schools
DEFINING EXCELLENCE



**Education Programs**

**Independent Provider Activity Programs**

I. Purpose

This policy provides criteria and rationale for the school district to facilitate student activities through the use of an independent provider. An independent provider is an individual, group, or organization that provides an opportunity for district students to participate in an extracurricular program that would not normally be offered and sponsored by the district.

II. General Statement of Policy

The school district recognizes that situations occur when, although students demonstrate an interest in an activity, the district is unable to sponsor the activity due to staffing, facilities, budget, or other limitations.

III. Criteria and Procedures

A. On an annual basis, the activities director, working with the Student Activities Advisory Committee ("SAAC"), will review and approve or disapprove of requested independent provider activities.

B. The independent provider activity may not duplicate an existing school district activity and must follow all district policies.

C. Activities under consideration by the Minnesota State High School League ("MSHSL") will be given preferred consideration.

D. All participants in the independent provider program must be ~~fully~~ full-time enrolled students in the district in grades 7-12. Students below grade 7 are not eligible to participate in the program. The independent provider program can limit ~~participate~~ participation to grades 9-12 at its discretion. Given the independent nature of these providers, ~~a~~Appendix ~~IV~~ I to ~~p~~Policy 628 regarding participation of 7th and 8th grade middle school students in interscholastic athletics does not apply to independent provider activity.

E. There must be a team component and public competition involved for an activity to qualify as a program under this policy. ~~All members of the team must be full-time students in grades 7-12 in the district.~~ The team will be allowed to use the high school official logo, nickname, and school colors in accordance with the district's brand guidelines in its competitions. Any use of the district's copyrighted Hornet logo by an independent provider must be specifically approved by the director of marketing and communications.

IV. Procedures and Requirements

A. An individual, group, or organization interested in applying for independent provider status should obtain an application packet from the high school activities office and complete the application packet, including additional background information. Renewal applications and compliance information must be done annually. Failure to renew annually jeopardizes independent provider status and benefits.

B. The application and relevant materials must be completed and submitted to the activities office for review by SAAC no later than two months prior to the start of the independent provider-sponsored activity or on a designated date as determined by the administration. SAAC will review the application~~,~~ and decide whether an independent provider status will be granted. ~~, and~~ Additional information and/or a request for appearance at a SAAC meeting may be necessary. SAAC will ensure that the school board is informed of new independent providers. ~~for information as an appendix to this policy (Appendix II).~~ The activities office will notify the provider of the school district's decision. The activities office will maintain a complete list of all currently approved independent providers. ~~Additional information and/or a request for appearance at a SAAC meeting may be necessary.~~

C. The independent provider is responsible to collect registration forms, fees, and other program-related information, and submit all items simultaneously to the activities office.

D. Students are responsible for knowing and following all ~~school~~ district rules and policies concerning student activities including, but not limited to: attendance, conduct, academic eligibility, and all other district eligibility requirements. ~~(see *Student Rights and Responsibilities Handbook* and Policy 627; Athletics, Fine Arts, and Activities – Participation and Academic Eligibility).~~ Students will be disciplined for infractions.

E. The independent provider must review the district's policies related to discrimination, harassment, and violence ~~policies~~ and ~~to~~ provide these policies to employees who will be working with the students. The independent provider must be aware of and adhere to ~~of the~~ all district policies.

F. The independent provider will provide to the district ~~,~~ a certificate of liability insurance to provide for the safety of the student participants, naming the district as an additional insured party.

G. As necessary, the independent provider will provide proof of adequate workers' compensation coverage to the district.

H. The independent provider will provide the district with completed background checks on all coaches, advisors, employees, ~~or~~ and volunteers with the independent provider. Such background checks will be of a type acceptable to

the district. The independent provider will cover the costs and any related incidental expenses ~~to~~ for the background checks.

I. All costs for the independent provider will be provided by the independent provider and/or participants. With availability and following district facility use policies, the independent provider may use district facilities for practices and/or games/contests.

J. In order for participants in an independent provider activity to qualify for an Edina letter "E," the independent provider must have written lettering criteria meeting the requirements of this policy, approved by SAAC, and in place prior to the start of the season. The minimum requirements for lettering are:

1. The individual members of the team must have a time commitment of at least 150 hours, similar to other district activities in which a letter may be earned.

2. The participation must be at an advanced rather than an entry level.

3. The independent provider sport/activity must have a competition component, some part of which must be held in Minnesota, must be against other high school programs or clubs, and must be organized in such a way that the general public is aware of and may attend if they choose. The competitions must use a set of standardized rules or guidelines for play, teams must be able to compete against other teams of similar age, and there must be officials or judges who apply a standard set of judging criteria.

K. At the conclusion of the season, the independent provider will provide the activities office with its awards list within seven days so certificates and letters can be prepared. Fees for providing certificates of participation and chenille letters ("E") are the responsibility of the independent provider.

L. Upon approval, the district will work cooperatively with the independent provider and involved coaches, advisors, and participants ~~on~~ to meet~~ing~~ the needs of the activity program. This cooperation includes appropriate participation in meetings and communications.

M. Approval as an independent provider will be effective for one calendar year or one season at SAAC's discretion.

Cross References:
Policy 627 (Athletics, Fine Arts, and Activities – Participation and Academic Eligibility)
Policy 628 (Student Activities Program)
~~*Edina Public Schools Student Rights and Responsibilities Handbook*~~
*Student and Family Handbook,* for the relevant Edina Public Schools location.

amended: 07/23/12
revised: 08/17/15
revised: 06/21/21
revised: __/__/26

Appendix I

# Student Registration Form – Independent Provider Activity Programs

Edina High School Activities Department

6754 Valley View Road ▪ Edina, MN 55439 ▪ 952-848-3815 ▪ Fax 952-848-3818

This form must be completed and returned to the Activities Department before the student will be permitted to participate in independent provider activity programs.

Program/Activity/Sport: _____

Independent Provider: _____

Student Name: _____ Grade: _____
First MI Last School *(circle one)*: HS SV VV

Date of Birth: _____ Male _____ Female _____ Student ID#: _____

Parent/Guardian AFather's Name: _____ CellWork Phone: _____

Parent/Guardian BMother's Name: _____ CellWork Phone: _____

Address (Street, City, Zip): _____

Home Phone: _____ Student lives with *(circle one)*: Parent/Guardian AMother Parent/Guardian BFather Both

Person, other than parent/guardianbeside parent, to notify in case of emergency: _____ Phone: _____

I understand that this activity is provided by an independent provider and is not an activity of Edina Public Schools. My student will follow the policies and procedures of Edina Public Schools when participating in the program. All monies paid to the district are for administrative processing of end-of the year awards for the program.

**Parent/Guardian Signature** _____ Date: _____

I will follow the policies and procedures of Edina Public Schools when participating in the program.

**Student Signature** _____ Date: _____

## Independent Provider Insurance Waiver

I fully understand that Edina Public Schools **DOES NOT** provide insurance coverage for my student while participating in independent provider activity programs and that it is my responsibility to provide insurance coverage for my student.

Insurance Company: _____

**Parent/Guardian Signature** _____ Date: _____

## Release of Student's Name and Pictures

Public directory information includes a student's name and pictures for a student participating in independent provider activity programs or events.

**Parent/Guardian Signature** _____ Date: _____

**DISTRICT USE ONLY**

| Date: | Independent Provider Activity Program: | Fee Paid: |
|---|---|---|
| _____ | _____ | $_____ |
| _____ | _____ | $_____ |
| _____ | _____ | $_____ |

Reviewed: 6/21/21 (__/26)

~~Appendix II~~

~~INDEPENDENT PROVIDERS~~

~~Snowboarding~~
~~Equestrian~~
~~Rugby~~
~~Trapshooting~~
~~Ultimate Frisbee~~
~~Bowling~~
~~Figure Skating~~

~~Updated: 6/21/21~~

VII. **Leadership and Committee Updates**

VIII. **Superintendent Updates**

IX. **Adjournment**

X. **Information**

X.A. Investment Summary - July 2026

**Board Meeting Date:** 8/10/2026

**Title:** Investment Summary – July 2026

**Type:** Information

**Presenter(s):** Mert Woodard – Executive Director, Finance & Operations

**Description:** The attached report provides detailed information regarding cash and investments belonging to the District as of July 31, 2026.

**Recommendation:** There is no recommended action.

**Desired Outcomes from the Board:** This information is provided for the benefit of the School Board and its stakeholders

**Attachments:**

1. Investment Summary – July 2026