



Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

AMENDMENT NO. 3

5/26/2021

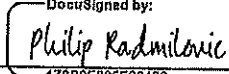
CONTRACT TITLE: Integratable Learning Management System

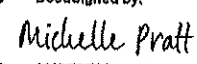
<u>CONTRACTOR</u>	<u>SUPPLIER ID</u>	<u>CONTRACT NO.</u>
Severin Intermediate Holdings, LLC Dba PowerSchool, LLC 150 Parkshore Dr. Folsom, CA 95630	1000038871	4400010012

By mutual agreement, Contract 4400010012 is amended with the following:
Deleting the milestone table in Section 17. (Milestones and Payments) and replacing it with the attached table.

All other prices, terms and conditions remain unchanged

ACCEPTANCE:

BY:	<small>DocuSigned by:</small>  <small>170B9E005E86422</small> Signature	VP Controller Title
	Philip Radmilovic Printed Name	5/10/2021 Date

DocuSigned by:

1042EDF8300845C
 Michelle R. Pratt
 Director

MRP/RT

DISTRIBUTION:

Contractor
FCPS – Shane Wheeler, Jean Welsh
Contract Administrator – Reginald Taylor

5/28/2021
ATL

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Amendments

Replacement table:

Revised Milestones for June 2019 - 2021	Amount
Milestone 1- June 2019 <ul style="list-style-type: none"> ● Schoology Kickoff Meeting ● Domain Customization ● Create Production Enterprise Configuration ● Create Test Environment Configuration ● Initial Technical Planning Meeting ● Initial Content Migration Planning Initial Professional Development Planning Meeting	\$50,000 (Completed and Invoiced in Oct 2019)
Milestone 2- January 2020 <ul style="list-style-type: none"> ● Configured Single Sign On ● System Administration - Roles & Permissions Review ● Innovation and Configuration Maps ● Complete content migration for test batch ● Planning Meetings ● Data Provisioning Planning (Integration) ● Structured Focus Group and Pilot Planning ● Branding Application ● Staging Env Configuration 	\$60,000 (Completed and Invoiced)
Milestone 3 - April 2020 <ul style="list-style-type: none"> ● Create generic data for Structured Focus Group ● Data Integration Review ● Data population for Structured Focus Group Complete ● Content Migration for importable content for courses being delivered in the pilot schools ● Test Grade Passback for Structured Focus Group (if applicable) ● Test Data Population in Test Environment ● Content Migration Planning for additional courses 	\$50,000 (Completed and Invoiced)
Milestone 4 - June 2020 <ul style="list-style-type: none"> ● Data Population in Production for Pilot schools ● Grade Passback configured for Pilot Schools (if applicable) ● Initial Assessment Migration Planning Meeting ● Content Migration Planning for additional courses ● Pilot System Administration - Roles & Permissions Audit 	\$36,000 (Completed and Invoiced)

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<p>Milestone - 5a - February 2021</p> <ul style="list-style-type: none"> ● Establish plan for remaining Blackboard content (Jan) ● System Administrator - roles & permissions audit (Nov) ● Establish plan for next phase of rollout (Feb) ● Assessment Import Review Meeting (Jan-Feb) ● One-Time Learning Objective Import into Schoology platform (Phase 1) ● Ongoing Project Management Support (June 2020-February 2021) ● Ongoing SME Support (June 2020-February 2021) 	<p>\$60,000 (Completed)</p>
<p>Milestone - 5b - April 2021</p> <ul style="list-style-type: none"> ● Ongoing SME Services Support (Feb-April) ● Access to Performance Matters Assessment Platform for testing ● Performance Matters Assessment Platform Overview ● Performance Matters Assessment Platform Permission Review ● Content Import Complete for remaining schools (if applicable) ● Ongoing Project Management Support (Feb-April) ● One-Time Learning Objective Import into Schoology platform (Phase 2) ● Technical assistance to review FCPS adjustments for QTI compliance ● Provide access to tools for testing QTI compliance ● Participate in full division rollout discussions 	<p>\$40,000</p>
<p>Milestone 6 - August 2021</p> <ul style="list-style-type: none"> ● Data Population for next phase complete in production (target July 2021) ● Summer Rollover Data Preparation Complete (target August 2021) ● Grade Passback configured for next phase of schools (if applicable) ● System Administrator - roles & permissions audit (target July 2021) for next phase of project ● Ongoing SME Services Support (April-August) ● Ongoing Project Management Support (April-August) 	<p>\$45,000</p>
<p>Milestone 7 – To be mutually agreed upon by the Parties in writing – Dependencies outlined below:</p> <ul style="list-style-type: none"> ● Horizon QTI development--Northrop Grumman targets June 2022 for development completion. Migration can begin post development completion. PowerSchool requests that Horizon QTI export options allow for QTI v2.1 packages to be exported in a manner in which facilitates the districts' desired organization within the scope of Performance Matter's Item Source & Bank capabilities. ● Selected Assessments/Items from Horizon--FCPS/PowerSchool will mutually define scope this timeline will be dependent on number of assessments/items needed to be migrated. 	<p>\$10,000</p>

Miscellaneous Terms

1. This Amendment to the Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior oral or written communications, agreements or understandings between the Parties with respect to the subject matter hereof.
2. In the event of a conflict between the terms of this Amendment and the Agreement, the Parties

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intend the provisions of this Amendment should govern their respective rights and obligations.

3. Counterparts. This Amendment may be executed in two or more counterparts, each of which will be deemed an original, but all of which, together, will constitute one and the same original document.
4. No Construction Against Drafter. No provision of this Amendment or any related document will be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or drafted such provision.
5. The Agreement continues in full force and effect as modified herein.

Upon execution of this Amendment by their duly authorized representatives, the Parties enter into this Amendment as of the Effective Date.

POWERSCHOOL GROUP LLC

DocuSigned by:
Signature: Philip Radmilovic
170B9E005E66422...
Printed Name: Philip Radmilovic
Title: VP Controller
Date: 5/10/2021

FAIRFAX COUNTY PUBLIC SCHOOLS

DocuSigned by:
Signature: Michelle Pratt
1912EDF639994EC...
Printed Name: Michelle Pratt
Title: Director
Date: 5/26/2021