



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

AMENDMENT NO. 2

CONTRACT TITLE: Integratable Learning Management System

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

By mutual agreement, Contract 4400010012 is amended to A. Clarify the License Cost chart of the Pricing Schedule and B. to clarify the Service Level Agreement:

- A. Section 1** - License Cost chart of the Pricing Schedule on Agreement 1 is updated with year 4 previously noted as year 3.

	Year 1 Pilot	Year 2 8/27/2020	Year 3 8/27/2021	Year 4 8/27/2022	Year 5 8/27/2023	Year 6 8/27/2024	Year 7 8/27/2025
LMS	\$0.00	\$752,000.00	\$640,413.80	\$650,020.01	\$661,020.79	\$672,205.35	\$683,576.71
AMP	\$0.00	\$0.00	\$560,362.08	\$579,068.91	\$597,842.50	\$616,682.85	\$635,589.97
LOR	Included	Included	Included	Included	Included	Included	Included
Support	\$0.00	\$150,400.00	\$150,400.00	\$150,400.00	\$150,400.00	\$150,400.00	\$150,400.00
Installation & Data Migration	\$196,000.00	\$155,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Training	\$69,600.00	\$62,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$265,600.00	\$1,120,300.00	\$1,351,175.88	\$1,379,488.92	\$1,409,263.30	\$1,439,288.20	\$1,469,566.68

B. Section 2(a) of Attachment E of Technical proposal, entitled Schoology Sample SLA has been updated and is hereby deleted in its entirety and replaced as follows:



- a. During Subscriber's contract period:
- i. Schoology will be considered Unavailable for any outage that results from any maintenance performed by Schoology which occurs from 5:00 PM Eastern Standard Time of any given Friday to 6:00 AM Eastern Standard Time (EST) of any given Monday (hereinafter "Weekend") of which Subscriber is not notified at least 72 hours in advance.
 - ii. Schoology will be considered Unavailable for any outage that results from maintenance performed by Schoology during Schoology's then-current standard maintenance windows (collectively referred to herein as "Scheduled Maintenance") of which Subscriber is not notified at least 72 hours in advance.
 - iii. Schoology will be considered to be Unavailable for any outage from any maintenance performed by Schoology as a result of Subscriber's request outside of the normally scheduled maintenance.
 - iv. Schoology will be considered Unavailable for any outage that results from any maintenance performed by Schoology for purposes of stability, security, integrity of the infrastructure used to provide the licensed product from 6:00 AM Monday to Friday 5:00 PM EST (hereinafter "weekday").

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Attachment E is provided below for reference.

All other prices, terms and conditions remain unchanged

ACCEPTANCE:

BY:	<div style="display: flex; align-items: center;"> <div style="margin-right: 5px;">DocuSigned by:</div>  </div> <div style="font-size: small; margin-top: 2px;">170B9E005E66422...</div>	VP Controller
	Signature	Title
	Philip Radmilovic	1/25/2021
	Printed Name	Date
		<div style="display: flex; align-items: center;"> <div style="margin-right: 5px;">DocuSigned by:</div>  </div> <div style="font-size: small; margin-top: 2px;">1912EDE639994EC...</div>
		2/12/2021
		Michelle R. Pratt Director

MRP/RT

DISTRIBUTION:

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

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The information below is provided to reference the SLA's as included in the initial RFP and is revised as indicated in this Amendment above.

Attachment E:

PowerSchool, Inc. Service Level Agreement (“SLA”)

Applicable to PowerSchool’s Collaborative Learning Management System (“Services”).

1. PowerSchool Uptime Commitment
 - a. Subject to the terms of this SLA, PowerSchool System will have a 99.9% Availability each calendar month (the “Uptime Commitment”).
 - b. The availability of the PowerSchool for a given month will be calculated according to the following formula (referred to herein as the “Availability”): Where: Total minutes in the month= TMM; Total minutes in month Unavailable = TMU; and: Availability = ((TMM-TMU) x 100)/TMM.
 - c. For purposes of this calculation, the PowerSchool System will be deemed to be unavailable to the extent the applicable PowerSchool server will not accept connections. Service will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth below in this SLA. PowerSchool’s records and data will be the sole basis for all SLA calculations and determinations.
2. Maintenance and Other Exceptions
 - a. PowerSchool will not be considered to be Unavailable for any outage that results from any maintenance performed by PowerSchool (i) of which Subscriber is notified at least 72 hours in advance; (ii) during Subscriber’s implementation period; (iii) during PowerSchool’s then-current standard maintenance windows (collectively referred to herein as “Scheduled Maintenance”); or (iv) as a result of Subscriber’s request outside of the normally scheduled maintenance.
 - b. PowerSchool will not be considered Unavailable for any outage due to (i) Subscriber’s Data or application programming, acts or omissions of Subscriber or its agents, failures of equipment or facilities provided by Subscriber, network unavailability or bandwidth limitations outside of the PowerSchool network; (ii) issues arising from bugs or other problems in the software, firmware or hardware of PowerSchool’s suppliers; or (iii) force majeure events. The configuration being provided under this SLA is based on assumptions made by Subscriber and based on information provided by Subscriber.
3. Configuration Changes; Subscriber Supported Software.
 - a. This SLA is based on a standard configuration of the Services to provide the performance level contemplated by the Uptime Commitment in this SLA. If PowerSchool notifies Subscriber that it has determined that Subscriber’s configuration is not suited to provide this level of performance, this SLA will be suspended until Subscriber and PowerSchool agree upon and implement a new or modified configuration designed to provide this level of performance. PowerSchool shall notify Subscriber of API/Updates and enhancements impacting the interfaces in use by Subscriber at least seven days prior to implementation.
4. Remedies.
 - a. Subscriber will have the rights set forth below relating to PowerSchool’s provision of the Services. This SLA provides Subscriber’s sole and exclusive remedy for PowerSchool’s failure to provide the Services or meet the Uptime Commitment. All standards and commitments are subject to the limitations and exclusions set forth herein.
 - b. If the Availability of PowerSchool for a given month is less than the applicable Uptime Commitment, but 99% or higher, Subscriber will receive a 10% service credit for the affected Services for such month. If the Availability of PowerSchool for a given month is 98% or higher but lower than 99%, Subscriber will receive a 25% service credit for the affected Services for such

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- month. If the Availability of PowerSchool for a given month is lower than 98%, Subscriber will receive a 50% service credit for the affected Services for such month.
- c. In the event Subscriber is not current in its payment obligations when an outage occurs, remedies will accrue, but service credits will not be issued until Subscriber becomes current in its payment obligations.
 - d. To receive service credits, Subscriber must submit a written request to billing@PowerSchool.com, within 30 days after the end of the month in which PowerSchool failed to meet the Uptime Commitment, or Subscriber's right to receive service credits with respect to such unavailability shall be waived.