



AMENDMENT

This Amendment (“**Amendment**”) by and between PowerSchool Group LLC (“**PowerSchool**”) and Evanston Township High School District 202 (“**School**”) modifies the Agreement as mutually agreed herein and is effective as of September 1, 2020 when duly executed by the Parties hereto (“**Effective Date**”). POWERSCHOOL and SCHOOL are referred to individually as “Party” and collectively as “Parties” under this Amendment.

Recitals

WHEREAS, the Parties entered into Q-422677-4 with a start date of September 1, 2020, Q-317550-2, with a start date of July 1, 2020, Q-381017-1, with a start date of July 1, 2020, Q-342270-4 with a start date of November 15, 2020, Q-348523-1 with a start date of August 22, 2020, Q-457607-1, with a start date of November 16, 2020, Q-423608-1 with a start date of September 2, 2020 and Q-361405-3 with a start date of July 1, 2020 together with all schedules, terms and conditions, and amendments thereto (collectively, the “**Agreement**”) which provided School a subscription based license to certain software and related services as more particularly set forth therein; and

WHEREAS, the Parties have agreed to certain amendments to PowerSchool’s Master Services Agreement, as detailed below;

NOW THEREFORE, in consideration of the mutually agreed covenants herein, the Parties agree as follows:

Amendments

1. For clarity, the term Licensor means PowerSchool throughout the Agreement.
2. The following is added to the end of section 2.3.3: “For clarity, Licensee may make unlimited printed copies for Licensee’s internal use of any Documentation delivered by PowerSchool to Licensee. Licensee shall retain and include all of PowerSchool’s or any third parties’ copyright and other proprietary rights notices on all copies of Licensed Product. Licensee shall not otherwise reproduce Licensed Product.”
3. In the first line of section 2.2 (License Grant), remove “is”.
4. The following is added to the end of section 3.3 (Confidentiality): “For clarity, PowerSchool may use Customer Confidential Information for internal product development and research, provided that such data must be aggregated and de-identified.”
5. The following is added as new tenth and eleventh (10th and 11th) sentences to section 3.3 (Confidentiality): “PowerSchool shall require its employees, agents and subcontractors performing work hereunder to do likewise. For clarity, PowerSchool is responsible for subcontractors’ compliance with the Agreement.”
6. In the second to last sentence of section 3.3, add: “; provided that if the confidential information is a school student record under the Illinois School Student Records Act, the information shall remain confidential even if any of subsections 3.3(a)-(d) apply.”
7. The following is added to the end of section 3.4 (Public Record Act): “For clarity, PowerSchool acknowledges that Licensee is subject to the Illinois Freedom of Information Act (the “FOIA”) and that Licensee shall not be in violation of any provision of this Agreement if it releases a record pursuant to the FOIA.”



8. The following is added to the end of section 4 (Support and Other Services): "The Parties agree that Hosting and Support will be delivered in accordance with Attachment 1 to this Amendment, which contains the Service Level Agreement."
9. Section 5 (Fees and Taxes) is deleted in its entirety and replaced with the following: "FEES AND TAXES. Licensee agrees to pay PowerSchool, in accordance with PowerSchool's invoice terms, the fees charged for the Licensed Products and related Services and/or other items ordered by Licensee, together with any other charges made in accordance with this Agreement, and all applicable sales, use or other taxes or duties, however designated, except for taxes based on PowerSchool's net income. If Licensee claims tax exempt status, Licensee agrees to provide evidence of such tax exemption upon PowerSchool's request. To the extent that such tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, Licensee shall be responsible for any and all taxes and assessments that arise from this Agreement and related transactions (except for taxes based upon PowerSchool's net income). Licensee shall make payments to PowerSchool in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1. Licensee shall pay a monthly charge of 1% (12% annually) on all amounts not paid when due, or, if a lower maximum rate is established by law, then such lower maximum rate. All pricing set forth in any PowerSchool quotation or invoice is in United States dollars unless otherwise specified."
10. The following is added to the end of section 11.4 (Termination for Breach): "In the event this Agreement is terminated by Licensee in accordance with Section 11.4 (Termination for Breach) due to PowerSchool's uncured material breach, PowerSchool will refund Licensee the pro rata portion of any prepaid but unused subscription fees covering the remainder of the subscription term after the effective date of termination."
11. Section 12 (Limitation of Liability) is deleted in its entirety and replaced with the following: "LIMITATION OF LIABILITY. EXCEPT AS PROVIDED SPECIFICALLY IN THE AGREEMENT OR THE ADDENDUM, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; ARISING OUT OF THIS AGREEMENT, LICENSED PRODUCT, THIRD PARTY SOFTWARE, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, EXCEPT FOR LICENSEE'S BREACH OF SECTION 2.3 (RESTRICTIONS ON SUBSCRIPTION SERVICES AND LICENSED PRODUCT) AND POWERSCHOOL'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SUBSECTION 13.1 (INDEMNIFICATION BY POWERSCHOOL), EACH PARTY SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO TWO TIMES (2X) THE CHARGES OWED (PAID OR UNPAID) TO POWERSCHOOL FROM LICENSEE HEREUNDER IN THE PREVIOUS TWENTY-FOUR (24) MONTH PERIOD."
12. Section 14.1 (Governing Law and Venue) is amended to provide that Governing Law shall be Illinois Law and venue for all disputes shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.
13. Section 14.3.2 (Force Majeure) is deleted in its entirety and replaced with the following: "Neither party shall be held liable to the other party for failure of performance where such failure is caused by supervening conditions beyond that party's control, including acts of God, civil disturbance, strikes or labor disputes, provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance; provided that if PowerSchool is unable to provide its services for a period that extends for 45 days or longer, Licensee may terminate this Agreement and shall incur no further costs related to this Agreement."



14. Section 14.3.5 (Time to Bring Action) is deleted in its entirety.
15. Section 14.3.6 (Notices) is deleted in its entirety and replaced with the following: “In the case of notices to PowerSchool, such notices shall be sent to: PowerSchool Group LLC, Attn General Counsel, 150 Parkshore Drive, Folsom, CA 95630. In the case of notices to Licensee, such notices shall be sent to PowerSchool’s address of record for Licensee. Either party may change its notice address by notifying the other in like manner.”
16. *Insurance*. During the term of this Agreement, the Contractor, at its sole cost and expense, and for the benefit of the District, shall carry and maintain the following insurance:
- i. Commercial general liability and property damage insurance, insuring against all liability of the Contractor related to this Agreement, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000) Personal & Advertising Injury, Two Million Dollars (\$2,000,000) Products/Completed Operations Aggregate, and Two Million Dollars (\$2,000,000) general aggregate;
 - ii. Professional Liability/Technology Errors & Omissions Insurance with limits in the per claim amount of not less than Two Million Dollars (\$2,000,000.00) and the annual aggregate of not less than Two Million Dollars (\$2,000,000);
 - iii. Automobile liability Insurance with a combined single limit of One Million Dollars (\$1,000,000) (only required if Contractor will be on-site);
 - iv. Cyber liability/identity theft insurance with a combined limit of Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) general aggregate;
 - v. Workers’ Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers’ Compensation and similar laws for the Contractor’s respective employees with Employers Liability of limits of \$1,000,000 Each Accident; \$1,000,000 Disease – Each Employee; \$1,000,000 – Policy Limit; and
 - vi. Umbrella liability insurance with a minimum of Five Million dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000) general aggregate.

The insurance shall include sexual abuse and molestation coverage if the Contractor will be on District premises. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. The comprehensive general liability, property damage, auto liability, and umbrella liability insurance policy shall name the District, its Board, Board members, employees, volunteers, and agents as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the District (if the Contractor will be on the District’s premises the waiver of subrogation shall also apply to the workers’ compensation insurance). The Contractor shall provide the District with certificates of insurance reasonably acceptable to the District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. If requested the Contractor shall provide copies of applicable policy endorsements. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the District to terminate this Agreement immediately.

17. A new section 15, entitled “Bankruptcy” is added as follows: “Bankruptcy.
- (a) While the commencement of a bankruptcy petition does not constitute default or breach of this



Agreement, the Parties agree submission of such a petition will trigger the following rights.

Licensee may submit a written notice to Licensor requesting a data pump of its confidential data contained in the Licensed Products, provided the Licensor is unable to provide the Licensee written assurances within five (5) business days of its ability to continue to offer the same level of access and service for the Licensed Products. Where Licensor acknowledges in writing an inability to continue to service this Agreement, Licensor will ensure Licensee receives continued and uninterrupted access and service to the Licensed Products for a limited term of six (6) months.

(b) Licensor may submit a written notice to Licensee requesting assurance of the Licensee's intent to continue its performance under this Agreement. If Licensee is unable to offer written assurance of performance within five (5) business days, Licensor is then authorized to consider the Agreement materially breached and may commence decommission activities with respect to the Licensee's access and use of the Licensed Products. Both Parties agree to petition any bankruptcy court to deem this Agreement executory.

18. Compliance with Law. PowerSchool shall comply with all applicable local, county, Illinois, and federal laws and regulations, including without limitation those regarding the provision of educational software, copyright, student records/educational records, and student confidentiality, including the Illinois School Student Records Act (ISSRA), the Federal Family Educational Rights and Privacy Act (FERPA), the Illinois Personnel Records Review Act, the Children's Online Privacy Protection Act (COPPA), and the Protection of Pupil Rights Amendment (PPRA), to the extent applicable. PowerSchool understands that certain Licensee data could be considered "education records" as defined under FERPA or ISSRA. PowerSchool acknowledges that for the purposes of the Agreement it has been designated as a "school official" with "legitimate educational interests" in the education records, as those terms have been defined under FERPA and its implementing regulations. PowerSchool recognizes and understands the responsibilities and limitations that come with such designation, and agrees to abide by all such responsibilities and limitations, including treating all personally identifiable student information and data received by Licensee as strictly confidential at all times and not copying, using, or disclosing such information or data in any way that would violate FERPA or ISSRA or this Agreement. PowerSchool also agrees that it will not use Licensee Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by the Agreement or otherwise authorized in writing by Licensee.

19. Licensee Data Security and Privacy. PowerSchool will abide by its policy, as set forth in Exhibit A (Data Privacy and Security Policy) with respect to the security and privacy of its Customer's data within the PowerSchool Product(s).

20. Harmful Code. Using a recent version of a reputable virus- checking product (to the extent commercially available), PowerSchool will check the Licensed Products, as well as any systems used by PowerSchool to deliver the Licensed Products, for any harmful code, including, without limitation, any viruses, worms, or similar harmful code, and will use commercially reasonable efforts to eliminate any such harmful code that PowerSchool discovers."

21. Security Breach. Subject to Section 12 (Limitation of Liability), PowerSchool shall reimburse and indemnify the Customer for all costs imposed on the Customer or reasonably undertaken by the Customer at its discretion associated with a data breach, including but not limited to reimbursement of costs associated with notifying individuals whose information was compromised and notifying required regulatory agencies; fees paid to provide credit monitoring to impacted individuals; legal fees, audit costs, fines, and any other fees or damages reasonably undertaken by or imposed against the Customer as a result of the security breach; and any other notifications, legally mandated responses, or



responses reasonably undertaken by the Customer in response to the breach.

22. PowerSchool shall not do any of the following:

Sell Customer Data; use or share Customer Data for purposes of targeted advertising, as defined in Section 85/5 of SOPPA; or use Customer Data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement and this Addendum and explicitly authorized in writing by the District;

Use information, including persistent unique identifiers, created or gathered by the operator's site, service, or application to amass a profile about a student, except in furtherance of "K through 12 school purposes," as defined by SOPPA. "Amass a profile" does not include the collection and retention of account information that remains under the control of the student, the student's parent or legal guardian, or the Customer; or

Sell or rent a student's information, including covered information. This *Section* does not apply to the purchase, merger, or other type of acquisition of PowerSchool by another entity if PowerSchool or its successor entity complies with all relevant law and this Addendum regarding previously acquired Customer Data.

Notwithstanding the previous paragraphs and any other terms of this Addendum, PowerSchool may use Customer Data for maintaining, developing, supporting, improving, or diagnosing the operator's site, service, or application if such use is authorized by Federal or State law. PowerSchool agrees to notify the Customer if it believes release of Customer Data is otherwise justified under law, including the reasons set forth in SOPPA Section 84/10(4); however, any such disclosure must be made by the Customer and pursuant to valid ISSRA and FERPA exceptions.

23. Miscellaneous Terms

a. 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.

b. In the event of a conflict between the terms of this Amendment and the Agreement, the Parties intend the provisions of this Amendment should govern their respective rights and obligations.

c. 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.

d. 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.

e. 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: Phil Radmilovic
170B9E005E66422...

Printed Name: Philip Radmilovic

Title: Vice President, Controller

Date: 11/17/2020

**EVANSTON TOWNSHIP HIGH SCHOOL
DISTRICT 202**

Signature: Michael Corcoran

Printed Name: Michael Corcoran

Title: Chief Technology Officer

Date: 11/16/2020



150 Parkshore Dr, Folsom, CA
95630
Remit Email:
renewals@powerschool.com
FAX: (916) 596-0950
Quote Date: 11/5/2020
Quote #: Q-342270-4

Prepared By: Emily Lennartz
Customer Name: Evanston Township High School
District 202
Contract Term: 7 Months
Start Date: 11/15/2020
End Date: 6/30/2021

Customer Contact: Midge Stocker
Title: Enterprise Applications Manager
Address: 1600 DODGE AVE
City: EVANSTON
State/Province: Illinois
Zip Code: 60201-3449
Phone #: 8474247129

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 11/15/2020 - 6/30/2021				
License and Subscription Fees				
PowerSchool eSchoolPlus Customizations Maintenance & Support	1.00	Year	USD 1,057.62	USD 1,057.62

License and Subscription Totals: **USD 1,057.62**

Quote Total

Initial Term	11/15/2020 - 6/30/2021
Initial Term Total	USD 1,057.62

On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions found at <https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf>, as may be amended.

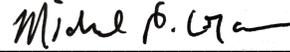
THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Evanston Township High School District 202

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Michael Corcoran

Title: Chief Financial Officer

Title:

Chief Technology Officer

Date: 9-1-2020

Date:

11/16/2020

PO Number: _____



PowerSchool Group LLC
150 Parkshore Dr., Folsom, CA 95630
Quote #: Q-422677 - 5

Quote Expiration Date: 9/30/2020

Prepared By: Mary Toner

Customer Contact: Midge Stocker

Customer Name: Evanston Township High School
District 202

Title: Enterprise Applications Manager

Enrollment: 3,238

Address: 1600 DODGE AVE

Contract Term: 34 Months

City: EVANSTON

Start Date: 9/1/2020

State/Province: Illinois

End Date: 6/30/2023

Zip Code: 60201-3449

Phone #: 8474247129

Product Description	Quantity	Unit	Extended Price
Initial Term 9/1/2020 - 6/30/2021			
License and Subscription Fees			
PowerSchool Enrollment Registration	3,238.00	Students	USD 10,886.33
License and Subscription Totals:			USD 10,886.33

Professional Services and Setup Fees			
PS Enrollment Self Service Implementation	1.00	Each	USD 0.00

Quote Total	
Initial Term	9/1/2020 - 6/30/2021
Initial Term Total	USD 10,886.33

PowerSchool Enrollment Registration 3,238.00 Students USD 13,113.90

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the Master Services Agreement. Any applicable state sales tax has not been added to this quote. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be paid before or on the due date set forth on invoice. All Purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Master Services Agreement referenced below.

By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at

<https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-2>

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

Any applicable state sales tax has not been added to this quote. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order.

In the event that this quote includes promotional pricing, such promotional pricing may not be valid for the entire period stated on this quote.

All invoices shall be paid before or on the due date set forth on invoice.

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and shall not impact the terms or conditions reflected in this quote and the applicable PowerSchool Licensed Product and Services Agreement.

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

POWERSCHOOL GROUP LLC
Signature:

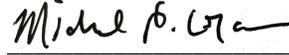


Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 8-28-2020

Evanston Township High School District 202
Signature:



Printed Name:

Michael Corcoran

Title:

Chief Technology Officer

Date: 11/16/2020



PowerSchool Group LLC
 150 Parkshore Dr., Folsom, CA 95630
 Quote #: Q-423608 - 1

Quote Expiration Date: 11/1/2020

Prepared By: Mary Toner

Customer Contact: Midge Stocker

Customer Name: Evanston Township High School
 District 202

Title: Enterprise Applications Manager

Enrollment: 1

Address: 1600 DODGE AVE

Contract Term: 12 Months

City: EVANSTON

Start Date: 9/2/2020

State/Province: Illinois

End Date: 9/1/2021

Zip Code: 60201-3449

Phone #: 8474247129

Product Description	Quantity	Unit	Extended Price
Initial Term 9/2/2020 - 9/1/2021			

Professional Services and Setup Fees

Enrollment Consultation Remote	5.00	Hours	USD 1,050.00
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Professional Services and Setup Fee Totals: **USD 1,050.00**

Quote Total

Initial Term	9/2/2020 - 9/1/2021
Initial Term Total	USD 1,050.00

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the Master Services Agreement. Any applicable state sales tax has not been added to this quote. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice.

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Treatment of purchase orders are governed as provided in the Master Services Agreement referenced below.

By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at <https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf>.

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

Any applicable state sales tax has not been added to this quote. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order.

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

POWERSCHOOL GROUP LLC

Signature:



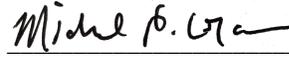
Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 9-2-2020

Evanston Township High School District 202

Signature:



Printed Name:

Michael Corcoran

Title:

Chief Technology Officer

Date: 11/16/2020



150 Parkshore Dr, Folsom, CA
95630
Remit Email:
renewals@powerschool.com
FAX: (916) 288-1588
Quote Date: 5/4/2020
Quote #: Q-381017-1

Prepared By: Cyndi Shreve
Customer Name: Evanston Township High School
District 202
Contract Term: 12 Months
Start Date: 7/1/2020
End Date: 6/30/2021

Customer Contact: Scott Bramley
Title: Associate Principal
Address: 1600 DODGE AVE
City: EVANSTON
State/Province: Illinois
Zip Code: 60201-3449
Phone #:

Product Description	Quantity	Unit	Extended Price
Initial Term 7/1/2020 - 6/30/2021			
License and Subscription Fees			
Unified Talent Perform Sync Teacher and Principal	1.00	Each	USD 1,786.52
Unified Talent Perform Teacher and Principal	1.00	Students	USD 11,612.41
License and Subscription Totals:			USD 13,398.93

Quote Total

Initial Term	7/1/2020 - 6/30/2021
Initial Term Total	USD 13,398.93

On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice.

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement.

This renewal quote will continue to be subject to and incorporate the terms and conditions found at <https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf>.

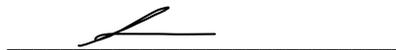
THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Evanston Township High School District 202

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Associate Principal

Title:

Date: 5-4-2020

May 4, 2020

Date:

PO Number: _____



150 Parkshore Dr, Folsom, CA
95630
Remit Email:
renewals@powerschool.com
FAX: (916) 288-1588
Quote Date: 2/18/2020
Quote #: Q-317550-2

Prepared By: Cyndi Shreve
Customer Name: Evanston Township High School
District 202
Contract Term: 12 Months
Start Date: 7/1/2020
End Date: 6/30/2021

Customer Contact: Midge Stocker
Title: Enterprise Applications Manager
Address: 1600 DODGE AVE
City: EVANSTON
State/Province: Illinois
Zip Code: 60201-3449
Phone #: (847) 424-7129

Product Description	Quantity	Unit	Unit Price	Extended Price	
License and Subscription Fees					
PowerSchool eSchoolPlus SIS Mobile Admin Module Maintenance	eSchoolPLUS Mobile Admin Module	1.00	Students	USD 395.99	USD 395.99
Employee Benefits M & S Fee	FPLUS Employee Benefits	1.00	Students	USD 2,126.01	USD 2,126.01
Unified Administration Cognos BI Analytics (Enhanced) M & S	ReportNet - Professional Author - Cognos	1.00	Year	USD 2,342.00	USD 2,342.00
Unified Admin eFP Customization Maintenance & Support		1.00	Year	USD 659.72	USD 659.72
Unified Insights Operations Finance (Cognos) M & S		1.00	Students	USD 1,394.10	USD 1,394.10
PowerSchool eSchoolPlus SIS Mobile Family Module Maintenance	eSchoolPLUS Mobile Family Module	1.00	Students	USD 475.95	USD 475.95
Enrollment Online M & S Fee	eSchoolPLUS Online Enrollment	1.00	Students	USD 0.00	USD 0.00
Unified Admin eFP Customization Maintenance & Support		1.00	Year	USD 521.01	USD 521.01
Unified Admin eFP MKS toolkit/Connectivity M & S	MKS Maintenance Support	1.00	Year	USD 877.40	USD 877.40
Unified Admin eFP Customization Maintenance & Support		1.00	Year	USD 659.72	USD 659.72
Unified Admin eFP Customization Maintenance & Support		1.00	Year	USD 2,237.35	USD 2,237.35

PowerSchool eSchoolPlus SIS Mobile Connector Maintenance	eSchoolPLUS Mobile Connector	1.00	Students	USD 735.59	USD 735.59
Student Fees M & S Fee	eSchoolPLUS Student Fees	1.00	Students	USD 3,147.49	USD 3,147.49
Four J's System Software	Four J's	1.00	Year	USD 4,392.20	USD 4,392.20
eFinancePLUS Financial Acctg Base M & S Fee	FPLUS Fund Accounting	1.00	Students	USD 4,839.76	USD 4,839.76
Unified Admin eFP Warehouse Inventory M & S	FPLUS Warehouse Inventory	1.00	Students	USD 2,202.84	USD 2,202.84
Unified Insights Student SIS (Cognos) M & S	ReportNet - Anonymous Consumer - eSchoolPLUS - Cognos	1.00	Students	USD 4,379.56	USD 4,379.56
Standards Based Gradebook M & S Fee	eSchoolPLUS Standards Based Gradebook	1.00	Students	USD 0.00	USD 0.00
Employee Access Center M & S Fee	FPLUS Employee Access Center	1.00	Students	USD 1,791.64	USD 1,791.64
Personnel Budgeting M & S Fee	FPLUS Personnel Budgeting	1.00	Students	USD 1,324.47	USD 1,324.47
PowerSchool eSchoolPlus SIS Regulatory Reporting Maintenance	eSchoolPLUS IL State Reports	1.00	Students	USD 3,621.58	USD 3,621.58
Standards/Competencies M & S Fee	eSchoolPLUS Standards & Competencies	1.00	Students	USD 0.00	USD 0.00
Fixed Assets M & S Fee	FPLUS Fixed Assets	1.00	Students	USD 2,376.10	USD 2,376.10
SG General System Software M&S		1.00	Year	USD 4,228.87	USD 4,228.87
PowerSchool eSchoolPlus SIS Maintenance & Support	eSchoolPLUS	1.00	Students	USD 29,448.46	USD 29,448.46
PowerSchool eSchoolPlus SIS Home Access Center Maintenance	eSchoolPLUS Home Access Center	1.00	Students	USD 2,161.95	USD 2,161.95
Student Success Plan M & S Fee	eSchoolPLUS Student Success Plan	1.00	Students	USD 1,078.98	USD 1,078.98
Unified Administration Cognos BI Analytics (Enhan) M & S	ReportNet - Business Author - Cognos	1.00	Year	USD 531.19	USD 531.19
eFinancePLUS Human Resources Base M & S Fee	FPLUS Human Resources	1.00	Students	USD 6,940.80	USD 6,940.80

Unified Insights Operations (Cognos MDS) M & S	3,238.00	Students	USD 0.57	USD 1,845.66
Unified Admin eFP Aesop Interface M & S	3,238.00	Students	USD 0.21	USD 679.98

License and Subscription Totals: **USD 87,416.37**

Professional Services and Setup Fees

PowerSchool eSchoolPlus Customizations Maintenance & Support	1.00	Year	USD 3,661.63	USD 3,661.63
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Professional Services and Setup **USD 3,661.63**
Fee Totals:

Year One Total	USD 91,078.00
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On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All PowerSchool invoices must be paid within thirty (30) days of the date on the invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement.

This renewal quote will continue to be subject to and incorporate the terms and conditions found at <https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf>.

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

POWERSCHOOL GROUP LLC

Signature:



Printed Name: Gregg Clevenger

Title: Chief Financial Officer

Date: 2-18-2020

PO Number: _____

Evanston Township High School District 202

Signature:



Printed Name: Midge Stocker

Title: Enterprise Applications Manager

Date: 2/21/2020



150 Parkshore Dr, Folsom, CA
95630
Remit Email:
renewals@powerschool.com
FAX: (916) 288-1588
Quote Date: 4/16/2020
Quote #: Q-348523-1

Prepared By: Cyndi Shreve
Customer Name: Evanston Township High School
District 202
Contract Term: 10 Months
Start Date: 8/22/2020
End Date: 6/30/2021

Customer Contact: Scott Bramley
Title: Associate Principal
Address: 1600 DODGE AVE
City: EVANSTON
State/Province: Illinois
Zip Code: 60201-3449
Phone #:

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 8/22/2020 - 6/30/2021				
License and Subscription Fees				
Unified Talent (TalentEd) Applicant Tracking Ext. Auth- LDAP	1.00	Each	USD 1,080.25	

License and Subscription Totals: **USD 1,080.25**

Quote Total

Initial Term	8/22/2020 - 6/30/2021
Initial Term Total	USD 1,080.25

On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice.

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement.

This renewal quote will continue to be subject to and incorporate the terms and conditions found at <https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf> .

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

POWERSCHOOL GROUP LLC

Evanston Township High School District 202

Signature:

Signature:  _____



Printed Name: Eric Shander

Printed Name: Scott Bramley

Title: Chief Financial Officer

Title: Associate Principal

Date: 4-16-2020

Date: April 17, 2020

PO Number: _____



150 Parkshore Dr, Folsom, CA
95630
Remit Email:
renewals@powerschool.com
FAX: (916) 288-1588
Quote Date: 3/25/2020
Quote #: Q-361405-3

Prepared By: Cyndi Shreve
Customer Name: Evanston Township High School
District 202
Contract Term: 12 Months
Start Date: 7/1/2020
End Date: 6/30/2021

Customer Contact: Midge Stocker
Title: Enterprise Applications Manager
Address: 1600 DODGE AVE
City: EVANSTON
State/Province: Illinois
Zip Code: 60201-3449
Phone #: 8474247129

Product Description	Quantity	Unit	Unit Price	Extended Price
Training Services				
Unified Admin eFP Training Seminar Subscription	3,238.00	Students	USD 0.00	USD 0.00
eFP Human Resources Mgmt & Payroll Training Subscription	3,238.00	Students	USD 0.00	USD 0.00
Year One Total			USD 0.00	

On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice.

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement.

This renewal quote will continue to be subject to and incorporate the terms and conditions found at <https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf>.

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

POWERSCHOOL GROUP LLC

Signature:

Evanston Township High School District 202

Signature:

Printed Name: Gregg Clevenger

Title: Chief Financial Officer

Date: 3-24-2020

PO Number: _____

Printed Name: Midge Stocker

Title: Enterprise Applications Manager

Date: 3/25/2020



PowerSchool Group LLC
 150 Parkshore Dr., Folsom, CA 95630
 Quote #: Q-457607 - 1

Quote Expiration Date: 11/30/2020

Prepared By: Christian Meyer

Customer Contact: Midge Stocker

Customer Name: Evanston Township High School
 District 202

Title: Enterprise Applications Manager

Enrollment: 1

Address: 1600 DODGE AVE

Contract Term: 12 Months

City: EVANSTON

Start Date: 11/16/2020

State/Province: Illinois

End Date: 11/15/2021

Zip Code: 60201-3449

Phone #: 8474247129

Product Description	Quantity	Unit	Extended Price
Initial Term 11/16/2020 - 11/15/2021			

Training Services

Unified Admin eFP Training Remote	1.00	Day	USD 1,680.00
Training Services Total:			USD 1,680.00

Quote Total

Initial Term	11/16/2020 - 11/15/2021
Initial Term Total	USD 1,680.00

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the Master Services Agreement. Any applicable state sales tax has not been added to this quote. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be paid before or on the due date set forth on invoice. All Purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Master Services Agreement referenced below.

By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at <https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf>.

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

POWERSCHOOL GROUP LLC
 Signature:

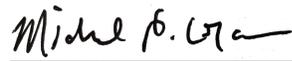
Evanston Township High School District 202
 Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 11-16-2020



Printed Name:

Michael Corcoran

Title:

Chief Technology Officer

Date: 11/16/2020