

Handwritten signature

20140393  
Blanket Contract

### City of Springfield Blanket Contract Tracer Document

The purpose of this document is to provide continuous responsibility for the custody of  
**BLANKET CONTRACTS** during the processing period.

**INSTRUCTIONS:** Upon receipt, please initial and write in the date of receipt. When your department has approved and signed the blanket contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED	DATE FORWARDED TO NEXT DEPT.
	Initials	Initials
Office of Procurement	<i>DS</i>	<i>DS</i>
School Dept./Committee	10/24/13	10/24/13
City Comptroller	<i>WLS</i>	<i>WLS</i>
Law	10/31/13	10/30/13
CAFO	11/6/13	11/13/13
Mayor	<i>DS</i>	<i>WLS</i>
Office of Procurement	11-12-13	11-13-13

Vendor No.: 70713    Blanket Contract No.: 20140393    Blanket Contract Date: 7/1/13

Blanket Contract Amt.: \$181,935.00    Issue Date: 10/8/2013    Renewal Date: 4/1/2014

Appropriation Code1:  
Appropriation Code2:  
Appropriation Code3:  
Appropriation Code4:

Description of Funding Source:

Bid No.:                      Requisition No.:                      PO No.:

Vendor Name: NCS PEARSON, INC.

Blanket Contract Type: SOFTWARE & TRAINING

Blanket Contract Purpose: POWER SCHOOL/ ENTERPRISE & SIF

Originating Dept.: SCHOOL DEPT.

Expiration Date: 6/30/2014    Amendment Date:    Extension Date:

TYPE OF DOCUMENT (Please select at least one):  
 New     Renewal     Amendment     Extension

# PRICE AGREEMENT

BID NO. \_\_\_\_\_

BC#20140393 V 70713

Agreement dated this **8 th** day of **OCTOBER, 2013**, in the county of Hampden and the State of Massachusetts, acting through its Office of Procurement and its Chief Procurement Officer with the approval of the Mayor hereinafter the "City" and **NCS PEARSON, INC.**, A corporation doing business as and having its usual place of business at **3075 WEST RAY RD. SUITE 200, MARICOPA COUNTY, ARIZONA 85226** hereinafter "Vendor".

## I. SCOPE OF SERVICES

Witnesseth, that for the consideration hereinafter mentioned, the Vendor hereby agrees to furnish and deliver said commodities/services, at such places and at such times as shall be designated by the City, in accordance with Proposal and specifications as outlined on the attached proposal dated **JAN 11, 2013** and executed by

**BLANKET CONTRACT FOR POWER SCHOOL, ENTERPRISE & SIF SOFTWARE FOR THE SPRINGFIELD SCHOOL DEPARTMENT WITH A TWO YEAR OPTION TO RENEW.**

VENDOR ALSO AGREES TO THE CITY'S INDEMNITY AND INSURANCE REQUIREMENTS AS SET FORTH IN THE BID SPECIFICATIONS AND INCORPORATED HERIN BY REFERENCE  
Which may be required during the period beginning

**JULY 1, 2013 – JUNE 30, 2014**

The City hereby agrees to compensate Vendor for said commodities/services in the following manner: Price and quantity. This agreement becomes effective on the date when signed by the City, unless a mutually agreed effective date is listed below:

## II. PERFORMANCE AND CONDITIONS OF BREACH

Upon request of said commodity/service from Vendor by the City, Vendor shall provide said commodity/service within the time specified in the bid requirements. Failure to provide said commodity/service in allotted time shall be considered a breach of this price agreement by the City (See § III). In the event that the City is required to secure another Vendor to provide commodity/service, Vendor shall be liable for all costs incurred, including, but not limited to: difference in cost for acquiring a new vendor or service.

## III. TERMINATION

If through any cause the Vendor fails to timely and properly observe and comply with any of its obligations under this Agreement, the City shall have the right to terminate this Agreement by giving fourteen (14) days written notice of termination to the Vendor signed by the Chief Procurement Officer or his designee. Upon termination of the Agreement, the City shall pay the Vendor for satisfactory services rendered up to the date of termination.

The City reserves the right to terminate this Agreement for convenience upon thirty (30) days written note to the Vender signed by the Mayor or his designee. Upon termination for convenience, the City shall pay the Vendor for satisfactory services rendered up to the date of termination.

## IV. EQUAL EMPLOYMENT OPPORTUNITY

In the performance of this Agreement, the Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, disability, family status or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, age, sex, sexual orientation, disability, family status or national origin.

The Vendor shall, in all solicitations, or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, age, sex, sexual orientation, disability, family status or national origin.

In the event of the Vendor's non-compliance with the non-discrimination clauses of this Agreement, this contract may be canceled, terminated or suspended in whole or in part, and the Vendor may be declared ineligible for further City contracts.

**IV. APPLICABLE LAW AND EXCLUSIVE FORUM**

Massachusetts contract law shall govern this Price Agreement as to its validity, interpretation and construction. The parties hereto expressly agree that the sole and exclusive place, status and forum of this Agreement shall be the City of Springfield, Hampden County, Massachusetts. All actions and legal proceedings which in any way relate to this Agreement shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within the City of Springfield, Hampden County, Massachusetts. It is the express intention of the parties to this Agreement that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this Agreement shall be either the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts sitting in the Hampden County Hall of Justice, Springfield, Massachusetts or the United States District Court sitting in Springfield, Massachusetts.

**V. COMPLIANCE WITH LAWS**

Vendor also agrees to pay all Federal or State sales taxes (if applicable) that may be imposed on any article of personal property purchased under this contract. This provision shall in no way affect the right of the Vendor in making any claim to the federal government that sales taxes cannot be collected by the federal government on articles sold to a municipality.

IT WITNESS WHEREOF, the City caused these present to be signed in **2 originals** and its official seal to be affixed hereto by **Lauren P. Stabilo its Chief Procurement Officer of the Office of Procurement and approved by the Mayor**. The said Vendor has caused these present to be signed in **2 originals** and its official seal to hereto affixed by its officer or agent thereunto duly authorized, the day and year first above written. This document shall take effect as a sealed instrument and binding contractual agreement.

\*NOTE: VENDOR IS REQUESTED TO  
SUBMIT INVOICES IN TRIPLICATE TO:

SPRINGFIELD SCHOOL DEPT.  
ATTN: ACCOUNTS PAYABLE  
1550 MAIN STREET, PO BOX 1410  
SPRINGFIELD, MASS. 01103

NOT TO EXCEED: \$181,935.00

NCS PEARSON, INC.

  
\_\_\_\_\_  
DATE SIGNED 10/18/2013

BY:   
\_\_\_\_\_  
OFFICE OF PROCUREMENT

*W* APPROVED AS TO APPROPRIATION: *N/A*

  
\_\_\_\_\_  
OFFICE OF COMPTROLLER

APPROVED BY:

  
\_\_\_\_\_  
LAW DEPARTMENT

  
\_\_\_\_\_  
DOMENIC J. SARNO, MAYOR

SIGNED THIS 12<sup>th</sup> DAY OF NOV 2013

  
\_\_\_\_\_  
CHIEF ADMINISTRATIVE & FINANCIAL OFFICER

**COLLUSION OR FRAUD STATEMENT**

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PERJURY THAT THIS BID IS IN ALL RESPECTS BONA FIDE, FAIR AND MADE WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS SECTION THE WORD "PERSON" SHALL MEAN ANY NATURAL PERSON, JOINT VENTURE, PARTNERSHIP, CORPORATION OR OTHER BUSINESS OR LEGAL ENTITY.

Doug Evans

(NAME OF PERSON SIGNING BID)

(SIGNATURE)

NCS Pearson, Inc.

(COMPANY)

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

41-0850527

Individual Social Security Number

State Identification Number

Federal Identification Number

Company:

NCS Pearson, Inc

P.O. Box (if any):

Street Address Only: 5601 Green Valley DR

City/State/Zip Code:

Bloomington, MN 55437

Telephone Number:

952-681-3000

Fax Number:

952-681-3147

List address(es) of all other property owned by company in Springfield: N/A  
Please identify if the bidder/proposer is a Corporation

Individual

Name of Individual:

Partnership

Names of all Partners:

Limited Liability Company

Names of all Managers:

Limited Liability Partnership

Names of Partners:

Limited Partnership

Names of all General Partners:

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, Wanda Davis certify under the pains and penalties of perjury that NCS Pearson Inc, to my best knowledge and belief, has/hasn't complied with all United States Federal taxes required by law. (Bidder/Proposer)

NCS Pearson Inc Bidder/Proposer/Contracting Entity Wanda Davis Authorized Person's Signature Date: 10/5/13

CITY OF SPRINGFIELD TAX CERTIFICATION

I, Wanda Davis certify under the pains and penalties of perjury that NCS Pearson Inc, to my best knowledge and belief, has/hasn't complied with all City of Springfield taxes required by law. (Bidder/Proposer)

NCS Pearson Inc Bidder/Proposer/Contracting Entity Wanda Davis Authorized Person's Signature Date: 10/5/13  
COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C s49A, I, Wanda Davis certify under the pains and penalties of perjury that NCS Pearson Inc (authorized agent) to my best knowledge and belief, has/hasn't complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NCS Pearson Inc Bidder/Proposer/Contracting Entity Wanda Davis Authorized Person's Signature Date: 10/5/13  
Notary Public

STATE OF MINNESOTA

October 15, 2013

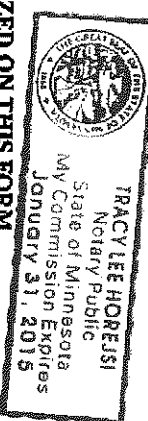
County of Hennepin, ss.

Then personally appeared before me [name] Wanda Davis [title] SR Tax Acdt of [company] [name] NCS Pearson, Inc being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof, and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] NCS Pearson, Inc

My commission expires:

Notary Public

Jan 31, 2015



YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT. TAX AFFIDAVITS THAT ARE NOT SIGNED AND NOTARIZED WILL BE REJECTED.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/14/2013

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 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 endorsements(s).

<b>PRODUCER</b> Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036		<b>CONTACT</b> NAME: PHONE (A/C, No, Ex): FAX (A/C, No): E-MAIL: ADDRESS:	
101712-GAWU-13-14		INSURER(S) AFFORDING COVERAGE	
INSURED NCS Pearson, Inc. 5601 Green Valley Drive Bloomington, MN 55437		INSURER A : Federal Insurance Company	
		INSURER B : Safety National Casualty Corp.	
		INSURER C : N/A	
		INSURER D :	
		INSURER E :	
		INSURER F :	

NYC-0098652975-52

REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR LTR	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		7498-81-30	05/31/2013	05/31/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS		CAS4044086	05/31/2013	05/31/2014	COMBINED SINGLE LIMIT (EA accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PHYSICAL DAMAGE \$ SELF INSURED
A	UMBRELLA LIAB EXCESS LIAB RETENTIONS \$	X	79829287	05/31/2013	05/31/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MN) Y/N N/A		LD54044084 (AOS) LD54044085 (WJ)	05/31/2013 05/31/2013	05/31/2014 05/31/2014	X WC STATUS-TORY LIMITS \$ 1,000,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Evidence of Insurance:

### CERTIFICATE HOLDER

NCS Pearson, Inc.  
5601 Green Valley Drive  
Bloomington, MN 55437

### 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  
of Marsh USA Inc.  
Steve Ruisi



### ADDITIONAL REMARKS SCHEDULE

AGENCY CUSTOMER ID: 101712

LOC #: New York

AGENCY Marsh USA, Inc.		NAMED INSURED NCS Pearson, Inc. 5601 Green Valley Drive Bloomington, MN 55437	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

The Excess Liability placement was brokered by Marsh Limited (London, UK), Marsh USA Inc. has only acted in the role as consultant to the client with respect to this placement, which is indicated here for your convenience.

CORPORATE CERTIFICATE

I, Carol A. Johnson, a resident of EDINA

in the State of MINNESOTA, DO HEREBY CERTIFY: that I am the  
<sup>Assistant</sup> Clerk/ Secretary of NCS PEARSON INC.

a Corporation duly organized and existing under and by virtue of the laws of the State of  
MINNESOTA and that I have custody of the records of such

Corporation; and that as of the date herein after below recited Douglas Evans \*  
<sup>Vice President of Finance of the</sup> is the K-12 Technology Group of NCS Pearson, Inc. of such Corporation and is duly authorized  
(Title) to execute and deliver in the name and on behalf of the Corporation the following:

**CONTRACT WITH THE CITY OF SPRINGFIELD FOR POWER SCHOOL, ENTERPRISE & SIF FOR THE CITY OF SPRINGFIELD SCHOOL DEPT.**

Witness WHEREOF, I have hereunto set my hand and affixed the Corporate Seal  
of such Corporation this 16<sup>th</sup> day of October, 2013

(Affix)  
(Seal) (No Corporate Seal)  
(Here) NCS Pearson, Inc.

\*\* Carol A. Johnson  
<sup>Assistant</sup> Clerk/ Secretary

\* THIS MUST BE THE NAME OF THE PERSON AUTHORIZED IN YOUR BY-LAWS TO SIGN CONTRACTS

\*\* SINCE AN OFFICER CANNOT CERTIFY HIMSELF, THIS MUST BE SIGNED BY SOMEONE OTHER THAN THE ONE SIGNING THE CONTRACT



PEARSON

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NCS PEARSON

5601 Green Valley Drive  
Bloomington, MN 55437  
T: (952) 681-3000  
F: (952) 681-3066  
www.pearson.com

NCS Pearson, Inc.

**SECRETARY'S CERTIFICATE**

I, Carol A. Johnson, do hereby certify that I am the duly appointed and qualified Assistant Secretary of NCS Pearson, Inc., ("NCSPI") (the "Corporation"); a corporation organized and existing under the laws of the State of Minnesota; and

Further, that pursuant to Section 302A.163 of the Minnesota Business Act a corporation may, but need not, have a corporate seal; and

Further, that the present Bylaws of NCSPI as adopted on the 19<sup>th</sup> day of September, 2000 and amended from time to time, do not provide the Corporation with a corporate seal; and

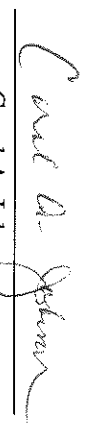
Further, that the following is a true and correct recital of the record of the Bylaws of NCS Pearson, Inc.; and

**Article VII. GENERAL PROVISIONS, Section 4** of said Bylaws, reads as follows:

*"Seal.* The Company will not have a corporate seal."

I do hereby certify that the above is a true and correct recital of the record, that such Bylaws have not been amended or repealed and are in full force and effect.

Dated: October 16, 2013

  
Carol A. Johnson  
Assistant Secretary

*(No Corporate Seal)  
NCS Pearson, Inc.*

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**NCS PEARSON  
LEGAL DEPARTMENT**

5601 Green Valley Drive  
Bloomington, MN 55437

T: (952) 681-3116

F: (952) 681-3066

E: [carol.johnson@pearson.com](mailto:carol.johnson@pearson.com)

[www.pearson.com](http://www.pearson.com)

October 16, 2013

City of Springfield Massachusetts

To Whom It May Concern:

The Board of Directors of NCS Pearson, Inc. (the "Corporation") does not meet for the purpose of signing contracts that occur in the normal course of day to day business, and does not pass resolutions to grant authorization to its officers as those powers are provided for in the Corporations' Bylaws (the "Bylaws").

A Secretary's Certificate of Authority is provided which certifies that a particular officer has the appropriate authority to enter into, sign and deliver documents on behalf of NCS Pearson, Inc. The attached certificate, dated October 16, 2013, identifies Douglas Evans as an authorized officer of the Corporation, who has the requisite authority under the Bylaws, to enter into, sign and deliver the Agreement with the City of Springfield for PowerSchool Maintenance and Support on behalf of the Corporation.

Please contact me if you have any questions.

Sincerely,



Carol A. Johnson  
NCS Pearson, Inc.  
Assistant Secretary

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**NCS PEARSON**

5601 Green Valley Drive  
Bloomington, MN 55437  
T: (952) 681-3000  
F: (952) 681-3066  
[www.pearson.com](http://www.pearson.com)

**SECRETARY'S CERTIFICATE OF AUTHORITY**

I, Carol A. Johnson, do hereby certify that I am the duly appointed and qualified Assistant Secretary of NCS Pearson, Inc., (“NCSPI”) (the “Corporation”), a corporation organized and existing under the laws of the State of Minnesota; and

Further, that the present Bylaws of NCSPI as adopted on the 19<sup>th</sup> day of September, 2000 and amended from time to time, provide that the officers of NCSPI shall have such designations and powers and shall perform such duties as prescribed by the Board of Directors or the President; and

Further, that the following is a true and correct recital of the record of authority granted by the Bylaws of NCS Pearson, Inc.; and

Article IV OFFICERS, Section 10 of said Bylaws, reads as follows:

“**Authority and Duties.** In addition to the foregoing authority and duties, all officers of the Company will respectively have such authority and perform such duties in the management of the business of the Company as may be designated from time to time by the Board of Directors. Unless prohibited by a resolution of the Board of Directors, an officer elected or appointed by the Board may, without specific approval of the Board of Directors, delegate some or all of the duties and powers of an office to other persons who are officers or employees of the Company if the duties and powers so delegated relate to the conduct of the ordinary course of the business of the group, division, or department of the Company which the delegates serve.”

Further, that the President has authorized and empowered officers and employees of NCS Pearson, Inc. to make, enter into, sign and deliver documents on behalf of this Corporation; and

Further, that the President and any other officer of this Corporation are authorized to delegate the foregoing powers to other officers or employees of this Corporation as authorized and provided for in said Bylaws; and

[signature page follows]

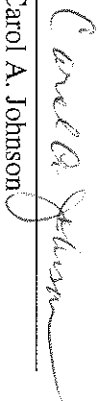
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Further, that Douglas G. Kubach is President of the Corporation and as such is authorized and empowered to delegate authority to and empower Douglas Evans, Vice President of Finance of the K-12 Technology group of NCS Pearson, Inc., to make, enter into, sign and deliver on behalf of this Corporation an agreement with the City of Springfield, Massachusetts for PowerSchool Maintenance and Support.

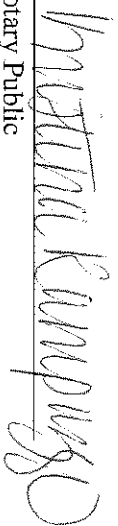
I do hereby certify that the above is a true and correct recital of the record, that such Bylaws and authorization have not been amended or repealed and are in full force and effect and that Douglas G. Kubach is President of NCS Pearson, Inc., and further that Douglas Evans is Vice President of Finance of the K-12 Technology group of NCS Pearson, Inc. and is granted authority to enter into and deliver the foregoing on behalf of the Corporation.

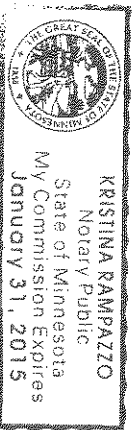
Dated: October 16, 2013

  
Carol A. Johnson  
Assistant Secretary

*(No Corporate Seal)  
NCS Pearson, Inc.*

Subscribed and sworn to before me  
this 16th day of October, 2013

  
Notary Public



[NCS Pearson, Inc. Secretary's Certificate of Douglas Evans]

Vendor # 70713

C-3

REQUEST FORM FOR CONTRACTS EXEMPT FROM BIDDING

The purpose of this form is to request a contract for materials or services. Complete specifications must be submitted with this form as an attachment (Refer to Guidelines).

Contract for:

combined: Bowen School, Enterprise, SIF

Item No.	Quantity	Description	Unit Cost	Total Cost
		Software & Training	—	181,935.00
		SPS		

Ship to Address:

Invoice to:

If you are requesting a contract exempt from bidding you must attach your scope of services/specifications, vendor name, contract amount and all literature explaining the basis for your exemption and all documents to back it up.

Examples of some frequently used exemptions:

Sole Source exempt from bidding per MGL c. 30B §7(a); Professional Dev. Services exempt per MGL c.30B, §1(b) 22; Special Education exemption MGL c. 30B, §1 (b)(8).

Exemptions:  Sole Source  Professional Development  SPED  Other

Suggested Vendors:

- 1. Pearson Inc, 9815 S Howard St Ste 100  
NCS  
Sandyl, UT 84070
- 2.
- 3.

DEPARTMENT HEAD SIGNATURE:

→ One year @ \$ 181,935.00 (w/ 2 Yr. option to renew)

(see attached detail)

(see attached for contact Pearson)

**PEARSON**

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**Pearson PowerSchool Services 2013 to 2014**  
**Prepared By: Donald C. Francoino**

9/12/13

**Customer Name: Springfield Public Schools**  
**State: MA**  
**Enrollment: 26,000 # Schools: 57**

Description	Quantity	Unit	Unit Price	Total
-------------	----------	------	------------	-------

<b>MAINTENANCE AND SUPPORT</b>				
Annual Maintenance and Support 2013 to 2014	26,000	students	\$ 4.50	\$ 117,000.00

<b>PROFESSIONAL SERVICES</b>				
Enterprise Management Service		annual		\$ 17,500.00
PowerSchool Customization Services - Daily		daily	\$ 1,500	

<b>TRAINING SERVICES</b>				
Advanced Training (on-site, three day min, travel incl.)		daily	\$ 1,875	
PowerSchool Product Education Subscription		annual	\$ 2,500	*
PowerSchool University (per person)			\$ 2,200	\$ 8075.00

On-Going Pearson Subscription/Maint. & Support Fees are Invoiced at then current rates & enrollment per terms of the Licensed Product Agreement.  
 This proposal, including pricing, is valid for 60 days from the date of submission. Any applicable state sales tax has not been added to this quote.  
 All invoices shall be paid within thirty (30) days of the date of invoice.  
 Maintenance and support costs are subject to an annual price escalation after the second year. The current escalation rate is 1%

**PEARSON**

ALWAYS LEARNING

January 11, 2013

**NCS PEARSON  
LEGAL DEPARTMENT**

3075 West Ray Road, Suite 200  
Chandler, AZ 85226

T: (480) 457-7770  
F: (480) 457-7610  
E: robert.mignanelli@pearson.com  
www.pearson.com

**RE: Sole Source Letter**

**TO WHOM IT MAY CONCERN:**

The purpose of this letter is to inform you that NCS Pearson, Inc. and its affiliate companies (collectively, "Pearson"), as owner of the PowerSchool software product, are the sole source for this software and accompanying support, including fixes and enhancements to the software. Also, any services provided using the PowerSchool software including, without limitation, hosting services for the PowerSchool product are only available through Pearson.

The PowerSchool software, support and services, as described above, for use by your school, district, or other organization, is available only from Pearson.

If you have any questions or concerns, please feel free to contact me at (480) 457-7770.

Sincerely,



Robert A. Mignanelli  
Vice President & Assistant General Counsel

State of Arizona)

County of Maricopa)

On this 11<sup>th</sup> day of January, 2013 before me personally appeared Robert A. Mignanelli,

whom I know personally, and acknowledged that he executed the same.

(seal)   
Michelle J. Connelly, Notary Public





**IMPORTANT: DO NOT ALLOW LICENSED PRODUCT (AS DEFINED BELOW) TO BE INSTALLED OR USED WITHOUT READING THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE NOT WILLING TO ACCEPT THESE TERMS AND CONDITIONS, YOU MUST RETURN THE LICENSED PRODUCT TO PEARSON WITHIN TEN (10) DAYS OF RECEIPT. BY INSTALLING AND USING THE LICENSED PRODUCT AS PERMITTED BY THIS LICENSE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.**

## LICENSED PRODUCT AGREEMENT – POWERSCHOOL SOFTWARE

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**6.1 Fees and Expenses.** In addition to providing Support Services during the Support Term, Pearson will perform such other professional services (training, installation, consulting, project management, etc.) as may be specified in Pearson's written acknowledgment of Licensee's order, or as may be subsequently agreed upon by the parties, provided that Pearson may, at its option, arrange for any such services to be performed by another entity on behalf of Pearson. Licensee agrees to pay for such services at the rates and charges specified in Pearson's written acknowledgment of Licensee's order, or, for work subsequently requested, at the rates agreed upon by Licensee and Pearson for such subsequent work. Pearson reserves the right to require a purchase order or equivalent documentation from Licensee prior to performing any services, or to require prepayment of certain services. Unless otherwise specified, all rates quoted are for services to be performed during Pearson's normal business hours; additional charges may apply for evenings, weekends or holidays. Licensee shall also pay Pearson for travel expenses (lodging, meals, transportation and other related expenses) incurred in the performance of services. All such additional charges will be due and payable concurrently with payment for services. Pearson reserves the right to impose a minimum labor charge for each on-site visit. The rates and charges specified in Pearson's acknowledgment of Licensee's order shall apply to those services originally ordered; however, Pearson reserves the right to change service rates or other terms as a condition of entering into any subsequent service engagement. In the event that Licensee pays in advance for any services, all services must be scheduled and delivered within twelve (12) months of such payment, unless otherwise agreed in writing by Pearson; any portion of any prepaid services amount that has not been used by Licensee toward services actually rendered within such twelve (12) month period shall be forfeited.

**6.2 Facilities.** Licensee acknowledges that certain services are intended to be performed by Pearson off-site (e.g., through remote communication capabilities). If any portion of the work will be performed on Licensee's premises, Licensee agrees to provide appropriate access to utilities, work space and other on-site accommodations reasonably necessary to enable Pearson to perform such work.

**6.3 Confidentiality.** Pearson agrees to use commercially reasonable efforts to maintain the confidentiality of Licensee confidential information that is disclosed to Pearson in connection with the performance of services, and to use such Licensee confidential information solely for purposes of performing services hereunder. Pearson shall require its employees, agents and subcontractors performing work hereunder to do likewise. For purposes of this Section, "Licensee confidential information" shall mean any student or personnel data belonging to Licensee, or any other Licensee information or data labeled or identified as confidential at the time of disclosure, provided, however, that this definition and the obligations of this Section shall not extend to any information that: (a) is or becomes publicly known through no fault or negligence of Pearson; (b) is or becomes lawfully available from a third party without restriction; (c) is independently developed by Pearson; or (d) is disclosed without restriction by Licensee to any third party at any time.

**6.4 Training.** Pearson reserves the right to limit the number of persons permitted to attend any training class in accordance with Pearson's training standards.

**6.5 Services Cancellation.** Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by Pearson if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that Pearson has scheduled at Licensee's request.

**7. OWNERSHIP OF MATERIALS.** Pearson shall be the owner of all copyrights, patent rights and other intellectual property rights in any software code, documentation, reports or other deliverables (collectively, "Deliverables") created for or provided to Licensee pursuant to these Policies or any associated Statement of Work entered into by the parties. Provided that Licensee pays Pearson all fees and expenses associated with the development and provision of such Deliverables, Licensee shall have a paid-up, royalty-free license to use such Deliverables for Licensee's internal use only, solely for the purpose for which such Deliverables were provided. Nothing in this Agreement shall prevent Pearson from providing any Deliverables to Pearson's other customers or third parties. Notwithstanding the foregoing, Pearson acknowledges and agrees that any Licensee confidential information (as defined in Section 6.3) that is incorporated into any Deliverable remains subject to the provisions of Section 6.3.

**8. DISCLAIMER OF WARRANTIES.** THERE ARE NO EXPRESS OR IMPLIED WARRANTIES IN RELATION TO THE SUPPORT SERVICES OR OTHER PROFESSIONAL SERVICES THAT ARE THE SUBJECT MATTER OF THESE POLICIES, AND PEARSON EXPRESSLY DISCLAIMS ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE.

**9. LIMITATION OF LIABILITY.** PEARSON SHALL NOT BE LIABLE TO LICENSEE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THESE POLICIES OR PEARSON'S PROVISION OF SUPPORT SERVICES OR OTHER PROFESSIONAL SERVICES HEREUNDER, EVEN IF PEARSON 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 THESE POLICIES, LICENSEE SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY LICENSEE TO PEARSON HEREUNDER FOR THE APPLICABLE SUPPORT SERVICES OR OTHER PROFESSIONAL SERVICES ON WHICH THE CLAIM IS BASED AND, IN THE CASE OF SUPPORT SERVICES, IN NO EVENT WILL THE LIABILITY OF PEARSON EXCEED THE TOTAL AMOUNT OF MONEY PAID BY LICENSEE TO PEARSON DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD WITH RESPECT TO THE PARTICULAR SUPPORT SERVICES ON WHICH THE CLAIM IS BASED.

**PEARSON**

**ALWAYS LEARNING**

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**INVOICE**

INVOICE NUMBER:	<b>8451787</b>	
TAX ID. NO.:		44-0850527
DATE:	01-JUL-13	Page 1 of 1
CUSTOMER NO.:	1061158	CREDIT REF. NO.:

**BILL TO:**

ATTN: ACCOUNTS PAYABLE  
 SPRINGFIELD PUBLIC SCHOOLS  
 PO BOX 1410  
 SPRINGFIELD, MA 01101

**LOCATED AT:**

SPRINGFIELD PUBLIC SCHOOLS  
 195 STATE ST  
 SPRINGFIELD, MA 01102-1783

Reference Number: OUP-593836

PURCHASE INFORMATION		SHIPPING INFORMATION		PAYMENT INFORMATION	
PURCHASE ORDER: SEE NOTE BELOW		(MOST RECENT SHIPMENT)		TERMS: PAY ON RECEIPT	
CUSTOMER CONTRACT NUMBER: 3303753-4		SHIP DATE:		DUE DATE: 01-JUL-13	
NCS CONTRACT NUMBER: 3303753-4		CARRIER:		CONTACT: Customer.Service@pearson.com	
		B/L NUMBER:		888-827-0772 (Toll-Free)	
				480-457-7978 (Direct Dial)	
				480-907-2249 (Fax)	
DESCRIPTION	U/M	QTY	UNIT PRICE	EXTENDED PRICE	TAX
PowerSchool Premier License FOR PERIOD 01-JUL-13 THROUGH 30-JUN-14	Each	26000	4.50	117,000.00	
<b>INVOICE SUMMARY:</b>				117,000.00	
TOTAL FOR ALL LINE ITEMS					
6.25% STATE TAX				0.00	
0.00% COUNTY TAX				0.00	
0.00% CITY TAX				0.00	
<b>SUBTOTAL</b>				117,000.00	
<b>TAX</b>				0.00	
<b>TOTAL (USD)</b>				117,000.00	

Register at [https://ipay.pearson.com/OA\\_HTML/SelfRegistration.jsp](https://ipay.pearson.com/OA_HTML/SelfRegistration.jsp)  
 Already a user, login to <https://ipay.pearson.com>

**THIS IS YOUR ANNUAL SUPPORT/SUBSCRIPTION RENEWAL. A NEW PURCHASE ORDER IS REQUIRED. TO AVOID CANCELLATION OF YOUR PHONE SUPPORT, PRODUCT UPDATES, OR HOSTED PRODUCT PLEASE WORK WITH YOUR DIRECTOR OF TECHNOLOGY OR APPROPRIATE PARTY TO ESTABLISH AND APPROVE A CURRENT YEAR PO AND PAYMENT FOR THIS ANNUALLY RECURRING INVOICE. IF SUPPORT IS NOT USED, PLEASE FAX A WRITTEN CANCELLATION TO 480-907-2249.**

Remit by Check to:  
 NCS PEARSON, INC.  
 13036 COLLECTION CENTER DRIVE  
 CHICAGO, IL 60693

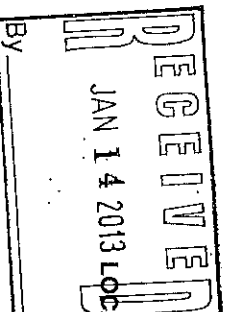
Remit by Wire or ACH to:  
 Bank of America - Account Name: NCS Pearson Inc.  
 ACH #: 071-000-039 WIRE #:0260-0959-3  
 Account No: 81881-05388 SWIFT: BOFAUS3N  
 (Include invoice number in transmission)

**ORIGINAL**

# INVOICE

**PEARSON**

INVOICE NUMBER:	8448808
<b>INVOICE</b>	
TAX ID. NO.:	41-0850527
DATE:	21-APR-13
CUSTOMER NO.:	1061158
CREDIT REF. NO.:	



**BILL TO:**  
 ATTN: ACCOUNTS PAYABLE  
 SPRINGFIELD PUBLIC SCHOOLS  
 195 STATE ST  
 SPRINGFIELD, MA 01102-1783

**LOCATED AT:**  
 SPRINGFIELD PUBLIC SCHOOLS  
 195 STATE ST  
 SPRINGFIELD, MA 01102-1783

Reference Number: OUP-589076

PURCHASE INFORMATION		SHIPPING INFORMATION		PAYMENT INFORMATION	
PURCHASE ORDER: SEE NOTE BELOW		(MOST RECENT SHIPMENT)		TERMS: PAY ON RECEIPT	
CUSTOMER CONTRACT NUMBER:		SHIP DATE:		DUE DATE: 21-APR-13	
NCS CONTRACT NUMBER: 3298491-4		CARRIER:		CONTACT: Customer.Service@pearson.com 888-827-0772 (Toll-Free) 480-457-7978 (Direct Dial) 480-907-2249 (Fax)	
B/L NUMBER:		B/L NUMBER:			
DESCRIPTION	U/M	QTY	UNIT PRICE	EXTENDED PRICE	
PowerSchool Distance Learning Subscription FOR PERIOD 21-APR-13 THROUGH 20-APR-14	Each	1	2,500.00	2,500.00	
<b>INVOICE SUMMARY:</b>					
TOTAL FOR ALL LINE ITEMS				2,500.00	
6.25% STATE TAX				0.00	
0.00% COUNTY TAX				0.00	
0.00% CITY TAX				0.00	

Register at [https://ipay.pearson.com/OA\\_HTML/SelfRegistration.jsp](https://ipay.pearson.com/OA_HTML/SelfRegistration.jsp)  
 Already a user, login to <https://ipay.pearson.com>

THIS IS YOUR ANNUAL SUPPORT/SUBSCRIPTION RENEWAL. A NEW PURCHASE ORDER IS REQUIRED. TO AVOID CANCELLATION OF YOUR PHONE SUPPORT, PRODUCT UPDATES, OR HOSTED PRODUCT PLEASE WORK WITH YOUR DIRECTOR OF TECHNOLOGY OR APPROPRIATE PARTY TO ESTABLISH AND APPROVE A CURRENT YEAR PO AND PAYMENT FOR THIS ANNUALLY RECURRING INVOICE. IF SUPPORT IS NOT USED, PLEASE FAX A WRITTEN CANCELLATION TO 480-907-2249.

SUBTOTAL	TAX	TOTAL (USD)
2,500.00	0.00	2,500.00

**Remit by Check to:**  
 NCS PEARSON, INC.  
 13036 COLLECTION CENTER DRIVE  
 CHICAGO, IL 60693

**Remit by Wire or ACH to:**  
 Bank of America - Account Name: NCS Pearson Inc.  
 ACH: # 071-000-099 WIRE: #0250-0959-3  
 Account No: 81881-05386 SWIFT: BOFAUS3N  
 (Include invoice number in transmission)

End Log. 2/19/13

ORIGINAL

# PEARSON

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# INVOICE

INVOICE NUMBER:	8451806	TAX ID NO.:	41-0850527
DATE:	01-JUL-13	CUSTOMER NO.:	1061158
CREDIT REF. NO.:			

### LOCATED AT:

SPRINGFIELD PUBLIC SCHOOLS  
195 STATE ST  
SPRINGFIELD, MA 01102-1783

### BILL TO:

ATTN: ACCOUNTS PAYABLE  
SPRINGFIELD PUBLIC SCHOOLS  
1550 MAIN ST 2ND & 3RD FL  
SPRINGFIELD, MA 01103

Reference Number: OUP-593855

PURCHASE INFORMATION		SHIPPING INFORMATION		PAYMENT INFORMATION			
PURCHASE ORDER: SEE NOTE BELOW		(MOST RECENT SHIPMENT)		TERMS: PAY ON RECEIPT			
CUSTOMER CONTRACT NUMBER: 3305113-3		SHIP DATE:		DUE DATE: 01-JUL-13			
NCS CONTRACT NUMBER		CARRIER:		CONTACT: Customer.Services@pearson.com 888-827-0772 (Toll-Free) 480-457-7978 (Direct Dial) 480-907-2249 (Fax)			
DESCRIPTION		EA NUMBER:		UOM	QTY	UNIT PRICE	EXTENDED PRICE
Enterprise Management Services FOR PERIOD 01-JUL-13 THROUGH 30-JUN-14				Each	1	17,500.00	17,500.00
INVOICE SUMMARY:		TOTAL FOR ALL LINE ITEMS					17,500.00
						6.25% STATE TAX	0.00
						0.00% COUNTY TAX	0.00
						0.00% CITY TAX	0.00
Register at <a href="https://ipay.pearson.com/OA_HTML/SelfRegistration.jsp">https://ipay.pearson.com/OA_HTML/SelfRegistration.jsp</a> Already a user, login to <a href="https://ipay.pearson.com">https://ipay.pearson.com</a>				SUBTOTAL		TAX	TOTAL (USD)
					17,500.00	0.00	17,500.00

THIS IS YOUR ANNUAL SUPPORT/SUBSCRIPTION RENEWAL. A NEW PURCHASE ORDER IS REQUIRED. TO AVOID CANCELLATION OF YOUR PHONE SUPPORT, PRODUCT UPDATES, OR HOSTED PRODUCT PLEASE WORK WITH YOUR DIRECTOR OF TECHNOLOGY OR APPROPRIATE PARTY TO ESTABLISH AND APPROVE A CURRENT YEAR PO AND PAYMENT FOR THIS ANNUALLY RECURRING INVOICE. IF SUPPORT IS NOT USED, PLEASE FAX A WRITTEN CANCELLATION TO 480-907-2249.

Remit by Check to:  
NCS PEARSON, INC.  
13036 COLLECTION CENTER DRIVE  
CHICAGO, IL 60693

Remit by Wire or ACH to:  
Bank of America - Account Name: NCS Pearson Inc.  
ACH: # 071-000-039 WIRE: #0260-09599-3  
Account No: 81881-05388 SWIFT: BOFAUS3N  
(Include invoice number in transmission)

ORIGINAL

## ■ Enterprise Management Service

To assist you through the management of PowerSchool, the Pearson Technical Solutions Group (TSG) offers an **Enterprise Management Service (EMS)** agreement. The Enterprise Management Service (EMS) is a complete comprehensive solution that manages and maintains your self-hosted PowerSchool environment and provides complete coverage of your PowerSchool environment in the following areas:

### 1. PowerSchool Environment Monitoring

- Real-time monitoring of Server hardware for performance and faulty hardware.
- Real-time monitoring of the PowerSchool and Oracle application logs.
- Real-time monitoring of Microsoft Windows® Operating System logs and resource utilization.
- Real-time monitoring of Virtualization Hosts performance and utilization.
- Real-time monitoring of Load Balancer configurations.

### 2. PowerSchool Software Update Service

- Choice of automated or on demand distribution and installation of all PowerSchool version updates, state and provincial reporting updates, and PowerSchool Oracle updates.
- Choice of automated or on demand distribution and installation of Microsoft Windows® Operating System related updates.
- Choice of automated or on demand distribution and installation of server related third party updates.

### 3. Offsite Data Backup

- Automated backup of PowerSchool/Oracle files with secure transfers to a remote storage location provided by Pearson.

### 4. Data Migration / Server Restoration / Server Migration Events

- Remote assistance with PowerSchool / Oracle data restoration or PowerSchool server migrations.

### 5. PowerSchool Infrastructure Support

- The agreement provides remote phone support (Monday – Friday; 5:00 AM – 5:00 PM US Pacific Time) for the PowerSchool Infrastructure components such as hardware configurations and third party software configurations.

For questions or further details regarding these offerings, product requirements, or specific scaling configurations, please contact your Account Executive or

[tsghelpdesk@Pearson.com](mailto:tsghelpdesk@Pearson.com).

**Service and Support Information**

**1. PowerSchool Environment Monitoring**

Pearson will provide 24/7 real-time PowerSchool Environment Monitoring of the PowerSchool environment. The PowerSchool Environment Monitoring features of the Enterprise Management Service (EMS) offering provide monitoring of essential PowerSchool components including the server(s) hardware, Microsoft Windows® environment, and PowerSchool applications to ensure all components are operating in a fully optimized state.

The 24/7 real-time PowerSchool Environment Monitoring specifically monitors the following components to minimize disruptions and maintain a high level of productivity:

<b>Server Hardware Monitoring</b>
<ul style="list-style-type: none"><li>▪ Physical disk drive status and monitoring for faulty hardware.</li><li>▪ Hardware RAID controller status and monitoring for faulty hardware.</li><li>▪ Network Interface Card status and monitoring for faulty hardware.</li><li>▪ Power supply status and monitoring for faulty hardware.</li><li>▪ Server Warranty status.</li><li>▪ Server operating temperature.</li></ul>
<b>Microsoft Windows® Monitoring</b>
<ul style="list-style-type: none"><li>▪ Microsoft Windows® Server Event Log errors.</li><li>▪ Microsoft Windows® disk storage.</li><li>▪ Microsoft Windows® Updates.</li><li>▪ CPU and memory utilization.</li><li>▪ Disk queue length.</li></ul>
<b>PowerSchool Application Monitoring</b>
<ul style="list-style-type: none"><li>▪ PowerSchool Network Service status.</li><li>▪ ReportWorks Network Service status.</li><li>▪ Oracle Network Service(s) status.</li><li>▪ PowerSchool Tomcat application logs.</li><li>▪ Oracle application logs.</li><li>▪ Oracle backup status.</li></ul>
<b>*Virtualization Host Monitoring (If Applicable)</b>
<ul style="list-style-type: none"><li>▪ Network Interface Card status.</li><li>▪ Hardware status.</li><li>▪ Virtual Machine file storage status.</li><li>▪ CPU and memory utilization</li></ul>
<b>*Hardware Load Balancer Monitoring (If Applicable)</b>
<ul style="list-style-type: none"><li>▪ PowerSchool virtual service availability.</li></ul>

**\*Note: The following configuration will be monitored only if the component is included with the EMS package.**



## **2. PowerSchool Software Update Service**

As part of the Enterprise Management Service (EMS) Clients can take advantage of the PowerSchool Software Update Service which provides remote services to install all subsequent PowerSchool version updates, all PowerSchool related Oracle updates, all state and provincial reporting installers, as well as third party software updates.

This capability provides clients the assurance that their PowerSchool environment is up to date with the latest PowerSchool and third party updates. This service includes the following features:

- Choice of automated or on demand distribution and installation of PowerSchool version updates.
- Choice of automated or on demand distribution and installation of PowerSchool state and provincial reporting installers.
- Choice of automated or on demand distribution and installation of PowerSchool related Oracle updates.
- Choice of automated or on demand distribution and installation of Microsoft Windows updates.
- Choice of automated or on demand distribution and installation of VMware ESX / ESXi updates. (If Applicable)
- Choice of automated or on demand distribution and installation of hardware load balancer firmware updates. (If Applicable)

## **3. Offsite Data Backup**

The Enterprise Management Service (EMS) provides clients with an automated backup of their PowerSchool/Oracle files and securely transfers them to a remote storage location provided by Pearson.

This capability provides clients the ability to recover the files needed to quickly restore a PowerSchool instance following an irretrievable loss of data. Clients may contact PowerSchool Technical Support to assist with the restoration process. This service includes the following features:

- Automated backup of PowerSchool/Oracle files.
- AES 256-bit double encryption of PowerSchool/Oracle files before they are transferred.
- Automated secure transfer of data to a secured remote data center.
- Data centers: All data centers employ state-of-the-art security and are SAS70 certified.
- Storage Monitoring: PowerSchool Administrators will be notified of any alerts regarding the status of nightly backups and the health of client backup files.

#### 4. Data Migration / Server Restoration / Server Migration

The Enterprise Management Service (EMS) offering also includes assistance with PowerSchool Data Migrations, Server Restorations, and Server Migrations. The offering provides data migrations to local instances of PowerSchool. This service will facilitate the transfer of data from a production environment to a test, training / non-production server, or new production environment. It also provides the restoration of a backup database to a production environment in the event of a system failure. Pearson's Technical Solutions Group ("TSG") will perform the procedures associated with the service on behalf of Pearson Clients. The service is limited to four (4) Data Migration / Server Restoration / Server Migration event(s) over a twelve (12) month period.

#### 5. PowerSchool Infrastructure Support

Pearson will provide remote support for the following infrastructure configurations as it **pertains to the Pearson product deployment**. The items listed below are for direct support of your Pearson deployed application and do not include support for items outside of the Pearson application.

<b>Server Hardware Configurations</b>
<ul style="list-style-type: none"><li>▪ Hardware disk subsystem configurations.</li><li>▪ Server attached hardware peripheral configurations.</li><li>▪ Direct attached SCSI / SAS storage devices.</li></ul>
<b>Microsoft Windows® Configurations</b>
<ul style="list-style-type: none"><li>▪ Windows Server system settings.</li><li>▪ Windows Server Event Log errors.</li><li>▪ Windows Server network settings.</li><li>▪ Windows Server services.</li></ul>
<b>*Virtualization Configurations</b>
<ul style="list-style-type: none"><li>▪ Virtual Machine configurations.</li><li>▪ Host resource configurations.</li><li>▪ Host management configurations.</li></ul>
<b>*SSL Accelerator (Load Balancer) Configurations</b>
<ul style="list-style-type: none"><li>▪ KEMP Technologies, F5 Networks BIG IP®, Cisco CSS configurations.</li><li>▪ Virtual service configurations.</li><li>▪ Configuration Management.</li></ul>
<b>SSL Configurations</b>
<ul style="list-style-type: none"><li>▪ SSL / Application configurations.</li><li>▪ Certificate renewals.</li></ul>

\*Note: Support will be provided only if the component is included with the EMS package.

Note: All hardware replacement will be handled directly by the manufacturer. It is the district's responsibility to contact the hardware manufacturer directly to rectify any faulty hardware replacement.

**6. Client Responsibilities**

It will be the responsibility of the District / School Board personnel to ensure each of the following items are understood and addressed by the District / School Board.

**Support Process**

1. Only District / School Board personnel listed as a PowerSchool Technical Contact may request support and service.
2. All support request tasks will be performed during normal business hours unless otherwise specified. (Monday – Friday; 5:00 AM – 5:00 PM US Pacific Time) (Excludes Pearson Holidays)
3. Provide Pearson with remote access to perform the services listed within this proposal. This can include Bomgar access or any Client provided remote access software.
4. Contact TSG via the three primary methods for requesting service or support.
5. All services within the support offering are to be delivered remotely unless otherwise specified. Onsite support services are available at an additional cost.
6. Support requests may require bringing the PowerSchool application and its environment components off line while troubleshooting a support incident.
7. Provide Pearson with a District / School Board resource to assist with support tasks that would require physical interaction with supported components.
8. Support provided as part of the EMS coverage does not provide direct support for the PowerSchool application and its functionality. Customers requiring support for the PowerSchool application and its functionality will still be responsible to contact the PowerSchool Application Technical Support department for assistance.

**PowerSchool Environment Monitoring**

1. Provide Pearson with infrastructure level administrative accounts to perform the services listed within this agreement. This account can be disabled when support services are not being delivered.
2. Provide Pearson with naming conventions, TCP/IP parameters, and user accounts passwords associated with all support related infrastructure components.
3. Perform any firewall configurations to allow Pearson support personnel access to perform the services listed within this agreement.
4. Provide Pearson with updated documentation on any infrastructure related configuration changes that occur during the support term, including: additional applications, additional servers, network protocol schemes, naming conventions, LAN / WAN diagrams, directory services, etc.
5. All hardware replacement will be handled directly by the manufacturer. It is the responsibility of District / School Board personnel to contact the hardware manufacturer to rectify any faulty hardware replacement.
6. While systems are being monitored 24/7, TSG will respond to monitoring alerts during our normal business hours. (Monday – Friday; 5:00 AM – 5:00 PM US Pacific Time) (Excludes Pearson Holidays)
7. If TSG is notified of a potential issue as a result of PowerSchool and Oracle application monitoring, TSG will open a support request on your behalf with PowerSchool Technical Support.

### PowerSchool Software Update Service

1. The District / School Board are responsible to notify Pearson of their desire for Automated or On Demand distribution of software updates by completing the EMS Activation form.
2. If choosing to not have updates applied automatically, the District / School Board must submit a PowerSchool Software Update Service request on PowerSource for each update request covered by the PowerSchool Software Update Service.
3. The most current release of the PowerSchool applicable will be installed as part of the PowerSchool Software Update Service unless a desired release is specified in writing.
4. The District / School Board is responsible to review all Release Notifications related to the version of PowerSchool being installed and understand the benefits and impact on current operations as a result of update. Questions or issues concerning the update's influence on the visibility to your data or the continued access to, or use of, your customizations should be directed to the PowerSchool Application Technical Support department.
5. The installation / support of PowerSchool and Oracle within the scope of this offering do not include any services related to the installation / configuration of SIF agents or components. Questions or issues concerning the SIF installation / configuration should be directed to the Pearson Application Technical Support department.
6. The services included within the scope of this offering do not include any services related to the installation / configuration of any other Pearson or third party applications that have direct access to the PowerSchool / Oracle resources. Questions or issues concerning the configuration of other application configurations should be directed to the appropriate Technical Support department that is affiliated with the particular application in use.
7. The installation of PowerSchool and Oracle within the scope of this offering does not include any services related to modifications that may be needed to current Custom pages to be compatible with the PowerSchool version being applied. Custom page compatibility and modifications should be directed to the Pearson Custom Application Solutions department for fee based consultative services.
8. Each PowerSchool and Oracle version release will be applied within five (5) business days of the version release date during the PowerSchool Software Update Service maintenance window (4:00 PM and 6:00 PM Local Time) unless otherwise communicated.
9. Each PowerSchool state and provincial reporting update will be applied within five (5) business days of the state and provincial reporting update release date during the PowerSchool Software Update Service maintenance window (4:00 PM and 6:00 PM Local Time) unless otherwise communicated.
10. The PowerSchool Software Update Service will require bringing the PowerSchool application and its environment components off line during the maintenance window to apply updates and restart services. It will be responsibility of the District / School Board to notify their users of the outage. Note: The EMS Technical Contact will be notified via email (1) business day before the update will be applied.
11. The date the PowerSchool Software Update Service will begin to apply updates for automated customers will be listed within the Pearson PowerSchool Tech Note.

12. All applicable third party updates will be applied during a scheduled PowerSchool version release update. This process ensures a limited of downtime for the client's PowerSchool users.
13. If the EMS covered PowerSchool server(s) are configured as members of an Active Directory environment, the Domain User account used to logon to the EMS covered PowerSchool server(s) must belong to local EMS covered PowerSchool server(s) Administrators Group.
14. If the EMS covered PowerSchool server(s) are configured as members of an Active Directory environment, the EMS covered PowerSchool server(s) and the Domain Users must have the ability to run scripts within the Windows 2008 R2 PowerShell.

**Data Migration / Server Restoration / Server Migration**

1. The District / School Board must submit an online request for each Data Migration / Server Restoration / Server Migration event.
2. Data Migration / Server Restoration / Server Migration events will be scheduled and performed during normal business hours, as established by Pearson's Technical Solutions Group, using the standard two (2) business-day service window unless weekend services have been negotiated.

**Offsite Data Backup**

1. The Offsite Data Backup process will backup, encrypt, and transfer a copy of the database on a nightly basis between 3:00 AM and 7:00 AM (Local Time).
2. The Offsite Data Backup process will backup, encrypt, and transfer a copy of the custom folder and picture folder on a weekly basis between 3:00 AM and 7:00 AM (Local Time).
3. The Offsite Data Backup process will retain offsite client data for a thirty (30) day period.
4. Pearson is not responsible for the integrity of the data within the offsite Data Backup file(s).
5. The schedule of backups and files selected for backup are determined by Pearson and may not be modified in any way by the District / School Board.
6. Ensure firewall / content filtering allows the PowerSchool server(s) to initiate outgoing communications on ports 80 and 443.

**General**

1. Services within this offering do not include adding any new components to the existing environment or integration related tasks. Integration related services can be obtained for an additional fee.
2. The District / School Board will be responsible to pay additional EMS fees if additional PowerSchool components are added to EMS coverage.
3. The District / School Board will be responsible to ensure adequate Information Technology administrative staff is in place to provide support for normal day to day operations of the infrastructure that are not included with the EMS coverage including monitoring of network performance, server infrastructure, infrastructure integrity, and system data protection and recovery.
4. Ensure compliance with all aspects of the minimum system requirements for the supported Pearson application.
5. Services within this offering only apply to PowerSchool 7.x or later.

Springfield Public Schools | Enterprise Management Service

6. The Pearson Technical Solutions Group (TSG) is not affiliated with the PowerSchool Application Technical Support department and is unable to address any questions relating to the use or troubleshooting of functionality within the application as a result of a PowerSchool configuration update performed by TSG. Clients with questions of this nature will be instructed to contact the PowerSchool Application Technical Support department.
7. Services identified are intended to support Enterprise servers hosting the PowerSchool application and its environment components and does not include support of client based software.
8. The District / School Board will be responsible to test PowerSchool access and functionality once any initiated service(s) as part of this offering have been executed. Should you encounter an inability to access your PowerSchool instance or believe you may have missing data the district will be responsible to contact Pearson TSG support within 1 business day of completing any service / support request.
9. No refunds or credits will be issued in the event the Client opts not to procure any of the allotted services within this agreement.
10. The offerings included with the Enterprise Management Service (EMS) do not replace PowerSchool Maintenance and Support and are in addition to PowerSchool Technical Support that is provided by the PowerSchool Maintenance and Support agreement.
11. The Enterprise Management Service (EMS) agreement will automatically be renewed after the initial 12 month term.
12. The client is responsible to review the fully disclosed Enterprise Management Service (EMS) Statement of Work (SOW) and agree and acknowledge to the terms and conditions by signing this proposal.

### **7. Contacting EMS Support**

Pearson has established a support process to ensure a timely response to your Enterprise Management Service (EMS) requests. When you contact Pearson's Enterprise Management Service (EMS) Support a Pearson Systems Engineer will be assigned to assist you with your request. The Systems Engineer will have access to documentation about your network configuration and a log of previous support issues / requests.

There are three primary methods for requesting service or support as follows:

#### **1. Email**

To receive support or request services by email send your request to [tsghelpdesk@pearson.com](mailto:tsghelpdesk@pearson.com). Please put your Client number in the subject line when requesting support.

#### **1. Phone**

For service please call 866-434-6276 or 1-916-288-1881. Please have your client number ready and select the option for "Infrastructure Support Clients" when prompted.

#### **2. PowerSource Self-Service Portal**

To receive support or request services by posting cases to the self-service portal:

<https://powersource.pearsonschoolsystems.com>

### **8. Hours of Operation**

- Technical support (Monday – Friday; 5:00 AM – 5:00 PM US Pacific Time) for the PowerSchool environment. (Excludes US Pearson Holidays)
- Each component of the Enterprise Management Service (EMS) has its own defined Targeted response time. The Targeted response time for all other support requests is as follows:
  - Phone - 1 hour
  - Email – 1 Business Day
  - Self-Service Portal – 1 Business Day

**Note:** Typically you will be contacted within the targeted response time noted above. However call volume may impact our targeted response time. Pre-scheduled off-hours support is available at an additional cost.

### **9. Client Escalation Procedure:**

The following procedure will be observed if resolution is required to a conflict arising during the performance of this offering:

- If TSG cannot provide resolution or path to resolution within two (2) business days from receipt of the support request, the Client Primary Contact will notify Pearson's TSG Manager via email to [danny.cohn@pearson.com](mailto:danny.cohn@pearson.com) with details of escalation.

Springfield Public Schools | Enterprise Management Service

**Pricing Summary – June 17, 2013**

**The Enterprise Management Service (EMS) will include coverage for the following PowerSchool components:**

- (2) Virtualization Host Server(s)
- (2) Load Balancer Configuration(s)
- (1) PowerSchool Dedicated Database Server(s)
- (9) PowerSchool Dedicated Application Server(s)
- (1) PowerSchool Dedicated Database Server(s) – Summer School
- (3) PowerSchool Dedicated Application Server(s) – Summer School
- (2) PowerSchool Non-Production Test Bed Server(s)

**Enterprise Management Service: (12 Month Term)                      \$17,500.00**  
**(Renewal Term Dates: 07/01/13 – 06/30/14)**

By signing this proposal, the client agrees that they have reviewed the fully disclosed Enterprise Management Service (EMS) Statement of Work (SOW) available on PowerSource and agree and acknowledge to the terms and conditions within that document. <https://powersource.pearsonschools.com/dlr/7391>

The pricing set forth above shall be valid for a period of sixty (60) days from the date of this proposal and is only applicable to those products and services described herein. If Client has not returned a signed copy of this Proposal to Pearson prior to the expiration of the foregoing sixty (60) day period, Pearson reserves the right to modify the products, services and associated pricing quoted herein, or in the alternative, cancel this Proposal in whole or in part.

All products and services set forth in this Proposal will be provided to Client in accordance with the terms and conditions of Pearson's standard PowerSchool Licensed Product Agreement.

<b>AGREED TO: Springfield Public Schools</b>	
By:	(Authorized Signature)
Name:	
Title:	
Date:	Phone Number:

**Please fax this signed agreement and Purchase Order to 916-288-1590.**  
**Thank you and we look forward to working with you and your staff.**

K-12 Technology group of Pearson  
10911 White Rock Road, Suite 200  
Rancho Cordova, CA 95670-6029  
Telephone: 877.873.1550 | Fax: 916.288.1590



**PEARSON**

**ALWAYS LEARNING**

550 use\_fmest\_and

**INVOICE**

INVOICE NUMBER:	8453599	TAX ID. NO.:	41-0850527
DATE:	01-JUL-13	CUSTOMER NO.:	1061158
CUSTOMER NO.:	1061158	CREDIT REF. NO.:	
		Page 1 of 1	

ATTN: ACCOUNTS PAYABLE  
SPRINGFIELD PUBLIC SCHOOLS  
1550 MAIN ST 2ND & 3RD FL  
SPRINGFIELD, MA 01103

SPRINGFIELD PUBLIC SCHOOLS  
1550 MAIN ST 2ND & 3RD FL  
SPRINGFIELD, MA 01103

BILL TO:

LOCATED AT:

Reference Number: OUP-593826

PURCHASE INFORMATION		SHIPPING INFORMATION		PAYMENT INFORMATION	
PURCHASE ORDER: SEE NOTE BELOW		(MOST RECENT SHIPMENT)		TERMS: PAY ON RECEIPT	
CUSTOMER CONTRACT NUMBER: 3312801-2		SHIP DATE:		DUE DATE: 01-JUL-13	
		CARRIER:		CONTRACT: Customer.Service@pearson.com 888-827-0772 (Toll-Free) 480-457-7978 (Direct Dial) 480-907-2249 (Fax)	
		BIL NUMBER:			
DESCRIPTION	U/M	QTY	UNIT PRICE	EXTENDED PRICE	
SIF Premium Support Package FOR PERIOD 01-JUL-13 THROUGH 30-JUN-14	Each	1	10,000.00	10,000.00	
SIFWorks Enterprise ZIS Perpetual License FOR PERIOD 01-JUL-13 THROUGH 30-JUN-14	Each	26000	0.60	15,600.00	
SIFWorks Directory Manager Perpetual License FOR PERIOD 01-JUL-13 THROUGH 30-JUN-14	Each	26000	0.51	13,260.00	
<b>INVOICE SUMMARY:</b>					
TOTAL FOR ALL LINE ITEMS				38,860.00	
6.25% STATE TAX					0.00
0.00% COUNTY TAX					0.00
0.00% CITY TAX					0.00
Register at <a href="https://ipay.pearson.com/OA_HTML/SelfRegistration.jsp">https://ipay.pearson.com/OA_HTML/SelfRegistration.jsp</a> Already a user, login to <a href="https://ipay.pearson.com">https://ipay.pearson.com</a>					
<p>THIS IS YOUR ANNUAL SUPPORT/SUBSCRIPTION RENEWAL. A NEW PURCHASE ORDER IS REQUIRED. TO AVOID CANCELLATION OF YOUR PHONE SUPPORT, PRODUCT UPDATES, OR HOSTED PRODUCT PLEASE WORK WITH YOUR DIRECTOR OF TECHNOLOGY OR APPROPRIATE PARTY TO ESTABLISH AND APPROVE A CURRENT YEAR PO AND PAYMENT FOR THIS ANNUALLY RECURRING INVOICE. IF SUPPORT IS NOT USED, PLEASE FAX A WRITTEN CANCELLATION TO 480-907-2249.</p>					
<b>SUBTOTAL</b>				38,860.00	
<b>TAX</b>				0.00	
<b>TOTAL (USD)</b>				38,860.00	

Remit by Check to:  
NCS PEARSON, INC.  
13036 COLLECTION CENTER DRIVE  
CHICAGO, IL 60693

Remit by Wire or ACH to:  
Bank of America - Account Name: NCS Pearson Inc  
ACH: # 071-900-039 WIRE: #0260-0959-3  
Account No: 81861-05388 SWIFT: BOFAUS3N  
(Include invoice number in transmission)

ORIGINAL

PEARSON

6/27/2011

Paul Foster  
CIO  
Springfield Public Schools  
PO Box 1410  
195 State St  
Springfield, MA 01102-1410

Dear Paul,

The purpose of this letter is to inform you that NCS Pearson, Inc. is the owner and sole manufacturer of the following SIF software and accompanying support, including all fixes and enhancements to the software:

- SIFWorks® Enterprise Zone Integration Server
- SIFWorks® HostedPlus ZIS Services
- SIFWorks® Hosted ZIS Services
- CloudConnect™
- SIFWorks® Directory Manager™ SIF Agent for Active Directory
- Data Solutions SIF® Agent for Powerschool® Premier
- Data Solutions SIF Agent for SASI
- Follett Destiny™ SIF Agent
- Follett Circulation Plus® SIF Agent
- Follett InfoCentre™ SIF Agent
- SIFWorks® ADK® Java Edition
- SIFWorks® ADK® .NET™ Edition

The software and support described above, for use by your school, district, or other organization, is available only from NCS Pearson, Inc., through its Data Solutions group, or one of its authorized resellers.

If you have any questions or concerns, please feel free to contact me at 1.877.790.1261.

Sincerely,



Ric Ferrentino  
Vice President, Sales  
Pearson Data Solutions

SIFWorks(R) Vertical Reporting Framework(R) END-USER LICENSE AGREEMENT

PRODUCT: SIFWorks Vertical Reporting Framework(R) (VRF(R)) and related components.

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Should you have any questions concerning this EULA, or if you desire to contact the Pearson for any reason, send email to [info@edustructures.com](mailto:info@edustructures.com) or send postal mail to The Data Solutions Group at Pearson, 9815 S. Monroe St., Ste 400, Sandy, Utah 84070.

**SPRINGFIELD PUBLIC SCHOOLS  
OFFICE OF BUSINESS AND FINANCIAL SERVICES  
CONTRACT SUMMARY**

Tracking Number: 1867

To: Daniel J. Warwick, Superintendent of Schools  
From: Patrick Roach, Chief Financial Officer

Date Received: 10/24/2013

Vendor Name: NCS Pearson, Inc.

Vendor Number 70713

Amount of Contract: \$181,935.00

Is SC Signature Required? No

Type of Contract: Blanket

Contract Number: 20140393


Requisition Number Price Agreement

Department: Procurement

Requester: Price Agreement

Account Number: Price Agreement

The purpose of this contract is for NCS Pearson, Inc. to provide Springfield Public Schools with Power School/Enterprise & SIF. This agreement commences on July 1, 2013 and terminates on June 30, 2014.

  
Anthony Sifio  
Budget Director  
On behalf of: Patrick Roach  
Chief Financial Officer  
Springfield Public Schools

10/25/13  
Date