



POWERSCHOOL ACCESS AGREEMENT

This Agreement is entered into by and between Grant Wood Area Education Agency, (GWAEA) and the Licensee, (Linn-Mar CSD) as defined below in the signature block.

1. Definitions

- 1.1. "District" means a school district.
- 1.2. "Licensee" means a District whose funds are used to pay the License Fee.
- 1.3. "License Fee" means the amount of money listed in Exhibit A and received by GWAEA for the License granted below.
- 1.4. "License Period" means the time period listed in Exhibit A for which the License Fee has been paid for the License granted below.
- 1.5. "PowerSchool Software" means the PowerSchool SIS software from Powerschool Group LLC as more fully described in Exhibit A.
- 1.6. "Use" means accessing and interacting with the PowerSchool Software.
- 1.7. "User" means an employee or contractor of the Licensee who uses the PowerSchool Software. See Exhibit A for the number of licensed Users.
- 1.8. "User Data" means information that is input by the Users, Licensee, or by GWAEA at the request of Licensee, while initializing, accessing, or using the PowerSchool Software.

2. Grant of License.

- 2.1. GWAEA grants the Licensee a non-exclusive, limited right to use and access one instance of PowerSchool. Licensee acknowledges that GWAEA subcontracts for hosting of the PowerSchool software with the PowerSchool Hosting environment.
- 2.2. The license granted above is not sub-licensable.
- 2.3. All rights not specifically granted under this License are reserved by GWAEA.

3. Restrictions.

- 3.1. Licensee agrees, except as expressly permitted in the License, the PowerSchool

SIXTH STREET FACILITY

4401 Sixth Street SW
Cedar Rapids, IA 52404
800-332-8488 • Fax: 319-399-6457

33RD AVENUE FACILITY

1120 33rd Avenue SW
Cedar Rapids, IA 52404
800-332-8488 • Fax: 319-399-6474

CORALVILLE FACILITY

2301 Oakdale Boulevard
Coralville, IA 52241
800-854-0446 • Fax: 319-626-1101

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Powerschool Group LLC. GWAEA will communicate regularly with the Licensee regarding the status of all problems and any solutions.

- 4.6. GWAEA shall provide support via telephone, and email during regular business hours (7:30 am - 4:00 pm Central Time) Monday through Friday except holidays and days the agency is closed or the support team notifies that support will not be available. GWAEA support staff may provide support for severe problems outside of regular business hours at its discretion or as otherwise agreed to by the Licensee. GWAEA shall not be required to provide in-person support.
- 4.7. GWAEA shall not provide support regarding computer or networking hardware installation, support, or maintenance.
- 4.8. GWAEA shall not be required to provide support regarding software other than the PowerSchool Software. If Licensee so requests, GWAEA may diagnose a software problem to the extent of its capability. Software support will be charged per call at the then-current GWAEA pricing schedule.
- 4.9. Support requests will be prioritized by severity of the problem and handled in the order of most severe to least severe, with Technical issues ahead of other problems and questions. Priority is assigned in descending severity: the PowerSchool Software unavailable; a portion of the PowerSchool Software is unavailable; operational questions that are holding up use; operational questions that do not interfere with normal use; enhancement suggestions/requests and requests for custom applications.
- 4.10. The PowerSchool Software shall be available for use and access by Users during back-up activities performed by Licensee or GWAEA or the PowerSchool Hosting environment.
- 4.11. GWAEA shall undertake commercially reasonable efforts to: 1) maintain the security of User Data; 2) not release User Data to any person or entity without the express written consent of the District, except pursuant to an agency or judicial order, provided that GWAEA shall notify the District of such order before releasing any User Data.
- 4.12. GWAEA shall not be responsible for performing back-ups of the PowerSchool Software or User Data, although daily back-ups of the PowerSchool Software and User Data are provided by the PowerSchool Hosting environment.
- 4.13. After the end of the License Period, Licensee may request that GWAEA assist Licensee in obtaining a copy of User Data from PowerSchool Hosting environment as that data existed upon the date of termination of this Agreement. Any such request by Licensee must be made within thirty (30) days of the date of termination of this Agreement. District acknowledges that GWAEA does not have the ability to extract User Data from the PowerSchool Hosting environment.
- 4.14. GWAEA agrees to provide other services as listed in Exhibit A.

5. Obligations of Licensee.

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appropriately responding to the request. Licensee shall indemnify and reimburse GWAEA for all reasonable expenses, including attorneys' fees, that GWAEA incurs arising out of the request. Licensee shall not direct third parties to make requests for the User Data to GWAEA, but shall instead direct that requests be made to Licensee. GWAEA will cooperate with Licensee in responding to the request by providing the requested User Data to Licensee or the third-party if so directed by Licensee.

- 5.9. Licensee is responsible for, including all associated costs, all maintenance and installation of: 1) any computers or virtual machines owned or controlled by Licensee, 2) any common carrier equipment, and 3) any communication equipment required for Licensee to access and use of the PowerSchool Software.
- 5.10. Prior to purchase of a third party add-on or tool for the PowerSchool Software, Licensee is responsible for notifying GWAEA of its intent to utilize such an add-on or tool so that GWAEA can determine whether the add-on is compatible with the Licensee's instance of PowerSchool. GWAEA is not responsible for making any add-on or tool function with PowerSchool. GWAEA may assist and additional fees may apply.

6. Ownership.

- 6.1. Title, ownership rights and intellectual property rights in and to the PowerSchool Software shall remain with Powerschool Group LLC and are protected by US and international laws and treaties. Access and use of the PowerSchool Software is licensed, not sold. There is no transfer to Licensee of any title to or ownership of the PowerSchool Software or any software or hardware owned or controlled by GWAEA or the PowerSchool Hosting environment.
- 6.2. Title, ownership rights and intellectual property rights in User Data shall remain with Licenser.

7. Termination.

- 7.1. This Agreement shall terminate at the end of the License Period or upon the occurrence of any of the following events:
- 7.1.1. Failure of Licensee to pay GWAEA any sums or amounts due, where such delinquency is not fully corrected within sixty (60) days of GWAEA written demand; or
- 7.1.2. Failure Licensee or GWAEA to observe, keep or perform any of the terms and conditions of this Agreement where such nonperformance is not corrected by Licensee or GWAEA Within thirty (30) days after prior written notice by the other party.
- 7.2. Except as provided above, upon the expiration or other termination of this Agreement, all rights and obligations of the parties under this Agreement shall cease as of the termination date.

8. Miscellaneous.

- 8.1. No Warranties. GWAEA AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND

- 8.6. Governing Law. This Agreement is governed by the laws of the State of Iowa and applicable U.S. federal law and the state and federal courts located in Cedar Rapids, Iowa, USA shall have exclusive jurisdiction and venue over any claim arising from this License Agreement.

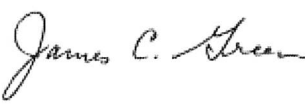
We the undersigned agree to the terms and conditions set forth in this Agreement and Exhibits.

GRANT WOOD AREA

LICENSEE

EDUCATION AGENCY

Linn-Mar CSD

By: 

By:

Name: James C. Green

Name:

Position: GWAEA Board President

Position:

Date: 5/8/19

Date:

EXHIBIT A

PowerSchool Software means:

The PowerSchool SIS software provided by Powerschool Group LLC, including all of the base functionality plus State Reporting.

K-12 Student Enrollment: 7,541.30

Per Pupil cost: \$8.42

Site Charge / Whole Grade Sharing Charge: \$500

Total Cost: \$63,997.75

Cost to operate PowerSchool per student = \$10.50

Total GWAEA discount = \$15,686

License Period: July 1, 2019 - June 30, 2020

Term of this Agreement: July 1, 2019 - June 30, 2020

Billing Schedule

Payment will be made no later than thirty days after invoice. Invoicing will be in October 2019.

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