

The Data Continuity Service ("DCS") Statement of Work

eSchoolPLUS
Student Information System

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This edition applies to Release 3.x of the PowerSchool eSchoolPLUS software and all subsequent releases and modifications until otherwise indicated in new editions or updates.

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Introduction

The purpose of this Statement of Work is to outline and specify the services and support provided by the Technical Solutions Group ("TSG") in the fulfillment of the Data Continuity Service ("DCS") and address the roles and responsibilities of TSG and the school, district, or other entity subscribing to DCS ("Client").

Often confused with the eSchoolPLUS Technical Support department, TSG is a services organization within PowerSchool tasked with offering self-hosted eSchoolPLUS customers with a wide variety of technical products and services that combine to create solutions to varied information technology and software administration needs. TSG is staffed with experienced, educated, and industry-credentialed Systems Engineers, Security Engineers, and Database Administrators

The Data Continuity Service provides eSchoolPLUS customers with an automated backup of their eSchoolPLUS/Database files and securely transfers the encrypted files to a remote off-site storage location. The DCS solution provides clients the ability to recover eSchoolPLUS/Database files needed to restore an eSchoolPLUS instance following an irretrievable loss of data or catastrophic event at their local datacenter.

The Data Continuity Service also includes remote Data Migration / Server Restoration services to restore your Production eSchoolPLUS instance in the event of a catastrophic occurrence that leaves your Production eSchoolPLUS instance unrecoverable. The Technical Solutions Group ("TSG") will provide remote services to restore your Production eSchoolPLUS instance utilizing the data retained with the Offsite Data Backup process. The Data Continuity Server also includes monitoring of the Backup process.

1. Offsite Data Backup and Disaster Recovery

- Automated nightly compression, encryption, and transfer of eSchoolPLUS and SQL Server files to a remote location for 365 days of retention (or longer by negotiation)
- In the case of a disaster, temporary hosting of the eSchoolPLUS application for thirty (30) days on the TSG cloud platform
- Initiate restoration of eSchoolPLUS in the TSG temporary hosting environment within 24 hours
- 365 days of retention (or longer by negotiation)
*Optional: DCS customers may purchase one or more tests to

evaluate disaster recovery protocol, RTO/RPO, and temporary hosting solution

2. Backup Monitoring

- The Technical Solutions Group will install a TSG proprietary Data Continuity Service monitoring agent on the Production eSchoolPLUS Database Server.
- Monitoring of the nightly SQL backup process
- Monitoring of the success of the compression, encryption, and uploading of files to the remote TSG facility for the Offsite Data Backup process.
- Pro-active response and intervention to issues with the nightly and offsite backup identified by our monitoring protocols
- Telephone and email escalations directly to TSG (Monday – Friday from 5:00 AM – 5:00 PM Pacific) regarding any concern involving the eSchoolPLUS backup components and processes

3. Data Restoration

- Pro-active response and intervention to issues with the nightly and offsite backup identified by our monitoring protocols
- Telephone and email escalations directly to TSG (Monday – Friday from 5:00 AM – 5:00 PM Pacific Time) regarding any concern involving the backup components and processes

Offsite Data Backup and Disaster Recovery

DCS provides clients with an automated backup of their eSchoolPLUS Microsoft SQL data files and securely transfers them to a remote storage location provided by TSG. The data backup consists of and is provided via the Microsoft SQL Server maintenance plans, and is used to take a point-in-time snapshot of the database.

This capability provides the ability to recover the files needed to quickly restore an eSchoolPLUS instance following an irretrievable loss of data. Clients may contact TSG to perform the restoration process. This service includes the following features:

- Automated backup of eSchoolPLUS Microsoft SQL data files
- AES 256-bit double encryption of eSchoolPLUS and Microsoft SQL data files before they are transferred
- Automated secure transfer of data to a secured remote SAS70-certified data center employing state-of-the-art security
- Retention of each day's backup file for 1 year (365 days calendar days). Longer retention terms are available by negotiation.
- Storage Monitoring: **TSG** Administrators will be notified of any alerts regarding the status of nightly backups and the health of the Client's backup files

DCS also provides clients with temporary hosting of the eSchoolPLUS application and client's data for up to thirty (30) days. In the case of a disaster rendering the client's eSchoolPLUS environment inaccessible, TSG will setup and configure an eSchoolPLUS environment in TSG's cloud platform. TSG will import the client's last nightly off-site backup, or more recent SQL database backup if available, along with the other necessary files and data, to initiate the build of a temporary eSchoolPLUS environment for client's use within 24 hours of notification that the client needs to invoke the disaster recovery service provided by the Data Continuity Service. *Optional: DCS customers may purchase one or more tests to evaluate disaster recovery protocol, RTO/RPO, and temporary hosting solution

1. TSG Responsibilities

- TSG will monitor the success of the native Microsoft SQL Server jobs that are used to create local backup sets.
- TSG will utilize Microsoft SQL Server Maintenance plans to capture Microsoft SQL data that will be retained in the remote TSG facility for the Offsite Data Backup process.
- Microsoft SQL Server data backup files will be compressed, encrypted, and uploaded to a remote TSG facility daily for the Offsite Data Backup process.

- TSG will monitor the success of the compression, encryption, and uploading of files to the remote TSG facility for the Offsite Data Backup process.
- TSG will retain file(s) within the remote TSG facility for the Offsite Data Backup process for up to 365 days or other pre-negotiated time period.
- In the event the Offsite Data Backup is unsuccessful, TSG will respond within one (1) hour to rectify the issue twenty-four hours/day Monday through Thursday, Fridays from Midnight to 9:00 PM Pacific Time, Saturdays from 4:00 AM to 6:00 PM PT, and Sundays from 4:00 AM to 6:00 PM and 9:00 PM to Midnight Pacific Time (excluding joint US and Canadian holidays and unless otherwise specified or negotiated).
- In the event the offsite data needs to be restored, TSG will respond within one (1) hour to begin downloading the current or desired Microsoft SQL Server database backup files (Monday – Friday from 5:00 AM – 5:00 PM Pacific excluding joint US and Canadian holidays and unless otherwise specified or negotiated).
- In the event the disaster recovery service needs to be applied, TSG will respond to the Client's request and begin the implementation of the temporary eSchoolPLUS environment in TSG's cloud platform. TSG will download the current or desired SQL backup file, import the SQL backup pump file to the temporary SQL instance of eSchoolPLUS, and test access to local eSchoolPLUS instance. TSG will also copy the Student and Staff folders from the offsite backup to the temporary eSchoolPLUS environment.
- TSG will initiate the disaster recovery environment implementation within 24 hours of the client's request to invoke the disaster recovery service.
- The disaster recovery environment will not replicate the client's environment and will be limited to a single database and single application server in TSG's cloud platform.
- The virtual machines for use in the disaster recovery environment will be sized to best meet the client's needs.
- A defined number of accounts will be made available with the provision of new credentials as the DR solution will be unable to utilize the clients previous Active Directory authentication mechanism. (typically 10-20 accounts)
- During DR testing, TSG will load the data from the most recent backups to the DR environment.
- During DR testing, TSG will provide access to the applications on the DR solution for the requested time period to extend to no more than thirty (30) days in any twelve-month DCS term.
- During DR testing, TSG will determine and provide a defined number of user accounts to allow access to the application.

- TSG will delete all off-site back up data 30 days after cancellation of DCS for the Client.

2. Client Responsibilities

- It will be the responsibility of the Client to ensure each of the following items are understood and addressed by the Client.
- The Offsite Data Backup process will incorporate the Microsoft SQL Server maintenance plans to create the backup files and compress, encrypt, and transfer a copy of the file on a nightly basis typically between 3:00 AM and 7:00 AM Local Client Time depending upon the potential for bandwidth constraints and other conflicts. The Client shall avoid scheduling infrastructure cloning, batch loading of data, or other processes impacting the availability of application and database assets or the state of data during this time.
- The Offsite Data Backup process will retain file(s) within the remote facility for up to 365 days. All Offsite Data Backup file(s) older than 365 days will be purged from TSG's systems unless otherwise negotiated.
- TSG is not responsible for the integrity of Microsoft SQL data within the Microsoft SQL backups that are used for the Offsite Data Backup process.
- The schedule of the Offsite Data Backup process is determined by TSG and may not be modified in any way by the Client.
- In the event the offsite data backup needs to be restored, the Client will submit a request to **TSG** with the date the restoration is to be completed and the date of the desired Microsoft SQL Data file to be used for the restore.
- In the event the Offsite Data Backup needs to be restored, the Client will identify a Primary Technical Contact that will work with TSG throughout the restoration process.
- The Client will open firewall ports necessary (port 443) for the use of the Offsite Data Backup process.
- The Client will ensure the database server is allowed access to the Internet on port 443.
- In the event the offsite data needs to be restored, TSG will restore the current or desired Microsoft SQL Server data to the customer environment instance of eSchoolPLUS and test access to the eSchoolPLUS software.
- All data restoration events will use the Microsoft SQL Server database backup files, which represents a point-in-time backup of the data.
- Services included with the Offsite Data Backup process do not include restoring data from Microsoft SQL Transaction logs.

- Services included with the Offsite Data Backup process do not include services for point-in-time recovery methods using any Microsoft SQL tools.
- All changes made to your environment including database names or configuration must be communicated to TSG.
- The eSchoolPLUS server(s) must be running eSchoolPLUS 3.1 and Microsoft SQL Server 2012 SP3 or later to participate in the Enterprise Management Service (EMS) Offsite Data Backup.
- In the event that the Disaster Recovery Service is invoked the client will make the necessary DNS changes to point the client's eSchoolPLUS FQDN to the temporary eSchoolPLUS application server's IP address which will be provided by TSG.
- The client will be responsible to connect any third party software to the temporary eSchoolPLUS database and verify connectivity.
- The use of the temporary eSchoolPLUS hosting for disaster recovery will be limited to thirty (30) days unless otherwise negotiated.
- Client will be responsible for providing SMTP services for sending email from eSchoolPLUS if needed.
- Invoke the DR testing service by sending a request to TSG soliciting a DR test
- **In the event of a disaster at the client location requiring the activation of DR services, the Client shall do the following:**
 - Send an email to the TSG Help Desk (TSGHelpDesk@PowerSchool.com) notifying us there has been a disaster and you'd like to engage our services.
 - Provide the date of the desired SQL Server backup file to be used for the PowerSchool DR site.
 - Include a spreadsheet with the user id's and passwords for individuals requesting access.
 - **Note: A PowerSchool Systems Engineer will be assigned to your account and will gather any additional information needed to expedite the process.**

Backup Monitoring

TSG provides 24/7/365 real-time monitoring of the eSchoolPLUS backup process resulting in ongoing oversight of the eSchoolPLUS backups and offsite backup file transfer. The monitoring is passively configured so as to eliminate any potential influence that the act of monitoring might otherwise have on the performance of the individual components or their collective contribution to the operation of the environment. TSG specifically monitors the following components to minimize service disruptions and maintain a high level of availability and productivity:

- The success of the nightly SQL data backup
- The SQL application logs for error which impact the SQL nightly data backup
- The of the success of the compression, encryption, and uploading of files to the remote secure facility for the Offsite Data Backup process.

1. TSG Responsibilities

- TSG will install monitoring software agents on each eSchoolPLUS-related component that is covered under the DCS offering.
- TSG will be responsible for configuring the monitoring agents to alert TSG personnel in the event a monitoring alert is triggered.
- TSG will respond to all alerts within one (1) hour of its transmission during extended hours of DCS coverage Monday through Friday from 5:00 AM to 5:00 PM Pacific excluding US holidays.
- In the event a monitoring alert is triggered, TSG will open an DCS Support Case, investigate the alert, and notify the Client of the problem and its intended time and nature of resolution.
- If the monitoring event is directly related to the eSchoolPLUS or SQL application, TSG will open a support case with PowerSchool Technical Support on the Client's behalf. The Client will then be responsible to work directly with the PowerSchool Technical Support department to rectify the issue.

2. Client Responsibilities

It will be the responsibility of the Client to ensure each of the following items are understood and addressed by the Client's staff:

1. The Client will provide TSG with an infrastructure-level administrative account to perform the services listed within this agreement. This account can be disabled when services are not being delivered.

2. The Client will provide TSG with naming conventions, TCP/IP parameters, and user accounts passwords associated with all support-related infrastructure components
3. The Client will perform any firewall configurations to provide TSG with access necessary to perform the services listed within this agreement.
4. The Client will provide TSG with updated documentation on any infrastructure-related configuration changes that occur during the DCS term, including additional applications, additional servers, network protocol schemes, naming conventions, LAN/WAN diagrams, directory services, etc.
5. The Client will contact the hardware manufacturer directly to rectify the need to replace any faulty hardware or related components.
6. The Client will escalate any concerns regarding the components being monitored during the hours of DCS coverage Monday through Friday from 5:00 AM to 5:00 PM Pacific excluding US holidays unless otherwise specified or negotiated.
7. The Client will work directly with PowerSchool Technical Support in the event that TSG determines that a potential issue (arising from the monitoring of eSchoolPLUS or SQL) is outside the scope of DCS.
8. Client will be responsible for paying additional fees if the growth of the Client's enrollment or their needs extend beyond the scope of DCS.
9. Client will ensure that the eSchoolPLUS server(s) is/are running eSchoolPLUS 3.1 or later in order to participate in the Environment Monitoring service of DCS.

Data Restoration

The Data Continuity Service includes remote Data Restoration services to restore the data to your Production eSchoolPLUS instance in the event of a catastrophic occurrence that leaves your Production eSchoolPLUS instance unrecoverable. The Technical Solutions Group ("TSG") will provide remote services to restore the data to your Production eSchoolPLUS instance utilizing the data retained with the Offsite Data Backup process. As part of this service, the PowerSchool Technical Solutions Group ("TSG") will be responsible for the following items to restore your Production PowerSchool instance once you have your intended self-hosted PowerSchool server(s) readily available.

1. TSG Responsibilities

- Should a restoration event be invoked, TSG will respond to the Client's request within one (1) hour during TSG's business hours of DCS coverage Monday through Friday from 5:00 AM to 5:00 PM Pacific (excluding joint US and Canadian holidays and unless otherwise specified or negotiated).
- Should a restoration event be invoked, the event will be scheduled and performed as quickly as technically feasible during hours of EMS coverage, as established by TSG, unless off-hour services have been negotiated.
- Should an event unrelated to a data restoration be invoked, TSG will respond to the Client's request within one (1) hour during TSG's business hours of DCS coverage Monday through Friday from 5:00 AM to 5:00 PM Pacific (excluding joint US and Canadian holidays and unless otherwise specified or negotiated).

2. Client Responsibilities

It will be the responsibility of the Client to ensure each of the following items are understood and addressed by the Client.

- The Client will submit requests for a data and/or server restoration to TSGHelpDesk@PowerSchool.com with the date and nature of the event being requested.
- The Client will identify a Primary Technical Contact that will work with TSG throughout the event.
- The Client will provide TSG with a Primary Technical Contact to assist with onsite tasks that require physical intervention into the event process.
- Data restoration to local environment is limited to data only and does not include the re-deployment of eSchoolPLUS.

- The Client will understand that the data restoration event processes will utilize the Microsoft SQL Server maintenance plan backups for data backups and associated files to move and/or restore Microsoft SQL data.
- The Client will be responsible to test eSchoolPLUS access and functionality once the data restoration event has been completed. Should the Client encounter an inability to access the eSchoolPLUS environment instance or believe that data may be missing, the Client will be responsible for contacting **TSG** within one (1) business day of the completion of the data and server migration and restoration event.
- The client will understand that TSG shall not be held responsible for the introduction of any conflict into the Client's traditional use of the functionality provided by eSchoolPLUS or the Client's own efforts.
- The Client will understand that data and server restoration events do not include any services relating to the configuration of SIF agents or components.

Disaster Recovery Testing

- DCSDRT requests will be submitted to the TSG Help Desk (TSGHelpDesk@PowerSchool.com) with the date of service requested and the date of the desired SQL Server backup file to be used for the Data Migration / Server Restoration.
- Requests must be submitted four (4) weeks in advance.
- Clients must include a spreadsheet with the user id's and passwords for individuals requesting access.
- The disaster recovery environment will not replicate the client's production environment and will be limited to a single database and single application server in TSG's cloud platform.
- The DCSDRT environment will have limited capabilities and is primarily intended to allow access to student information data.
- The virtual machines for use in the disaster recovery test environment will be sized to best meet the client's needs.
- A defined number of accounts will be made available with the provision of new credentials as the DR solution will be unable to utilize the clients previous Active Directory authentication mechanism. (typically, 10-20 accounts)
- During DR testing, TSG will provide access to the applications on the DR solution for the requested time period to extend to no more than thirty (30) days.
- The services included within the scope of DCSDRT do not include any services related to the installation / configuration of any other Application or third-party applications that have direct access to the application/database 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.
- The PowerSchool 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.

1. Client Responsibilities

- To invoke the DCSDRT, the client will submit a request to the TSG Help Desk (TSGHelpDesk@PowerSchool.com) with:
 - Date of service requested
 - Date of the desired SQL Server backup file to be used
 - Support Account
- Requests must be submitted four (4) weeks in advance.
- Clients must include a spreadsheet with the user id's and passwords for individuals requesting access.

2. TSG Responsibilities

- Initiate build of DCSDRT environment
- Restore database (Prod, Attach) from our cloud storage
- Configure DCU for district
- Add the list of users to our Active Directory
- Provide an URL once the site is ready

Contacting TSG

TSG has established a process for DCS clients to use in order to ensure a timely response to DCS support and service requests. When the Client contacts TSG, a TSG Systems Engineer will be assigned to assist the Client with the request. The Systems Engineer will have access to documentation capturing the technical information related to the Client's eSchoolPLUS environment and an archive of previous support issues and requests.

The two primary methods for requesting service or support are as follows:

- **Email**

To receive support or request services by email, the Client should direct their requests to TSG at tsghelpdesk@powerschool.com.

- **Telephone**

To receive support or request services by telephone, the Client should call 1.866.434.6276 or 1.916.288.1881, and select the option #6 for "EMS, DCS and ITSS."

1. Hours of Operation

- Standard hours of TSG operations are Monday through Friday from 5:00 AM to 5:00 PM Pacific Time excluding joint US and Canadian holidays.

Note: Typically, the Client 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.

2. Client Escalation Procedure

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

- If TSG cannot provide resolution or indicate the appropriate path to resolution within two (2) business days from receipt of the support request, the Client's Primary Contact can contact TSG management directly at tsgmanagement@powerschool.com via email with the details of the situation and desired escalation.