



OPCMR

**AMENDMENT No. 2 to CONTRACT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made this 28th day of April, ~~2025~~<sup>2026</sup>, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the **Department of Education** (hereinafter referred to as "Government") whose address is 1834 Kongens Gade, St. Thomas, U.S. Virgin Islands 00802 and **PowerSchool Group LLC** (hereinafter referred to as "Contractor") whose address is 150 Parkshore Drive, Folsom, CA 95630

**WITNESSETH:**

**WHEREAS**, the Contractor designed and developed a Territory-wide Student Information System (“SIS” or “PowerSchool”) and Learning Management System (“LMS” or “Schoology”) for the Virgin Islands Department of Education (“Department”) that provided an efficient and standardized collection, analysis, archival and reporting of student information; and

**WHEREAS**, pursuant to **Contract No. P025DOET23** approved by the Governor on February 6, 2023, it’s Amendment No. 1 approved by the Governor on September 18, 2023, it’s Renewal Option No. 1 approved by the Commissioner of Property and Procurement on October 19, 2023, its Renewal Option No. 2 approved by the Commissioner of Property and Procurement on December 27, 2024, and its Renewal Option No. 3 approved by the Commissioner of Property and Procurement on November 25, 2025, the Government is in need of the services of Contractor to provide specialized professional development training and consultation services to state and district administrators on its product renewal and updates on the use of PowerSchool which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

**WHEREAS**, the Contract expires pursuant to its terms on October 28, 2026; and

**WHEREAS**, the non-public schools are a recipient of federal funds issued by the U.S Department of Education; and

**WHEREAS**, during the Public Health Emergency of the COVID-19 Pandemic and continuing into the endemic phase, the Department is responsible for providing critical t profile information on students enrolled in the territory’s non-public schools to the federal and local government; and

**WHEREAS**, the parties desire to amend the Contract to change the Scope of Work in Addendum I to reduce the number of remote SIS training, include on-site SIS Training, on-site Naviance Training, providing a subscription, specialized professional development training, consultation services and remove travel reimbursement to public schools in the territory and to increase the compensation by Five Hundred Sixty Dollars and One Cent (\$560.01), effective during Renewal No. 3 and 4; and

Contract No. PO-26-400-4001-1360

Contractor’s Initials: DS JS



OPCMR

**NOW THEREFORE**, for mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**TERMS AND CONDITIONS**

- 1. Paragraph No. 3—Compensation is hereby amended to increase the compensation by Five Hundred Sixty Dollars and One Cents (\$560.01) beginning during Renewal Option Year No. 3 by deleting all of the existing language contained therein and replacing it with new language as follows:

“The Government, in consideration of the satisfactory performance of the services described in Second Amended Addendum I (Second Amended Scope of Work) agrees to pay Contractor the sum not to exceed Six Hundred Eight Thousand, Six Hundred Ninety-Eight Dollars and Twenty-Three Cents (\$608,698.23) for the initial term in accordance with the provisions set forth in Second Amended Addendum II (Second Amended Compensation) attached hereto and made a part of this Contract. The Government in consideration of the satisfactory performance of the services described in Second Amended Addendum I (Second Amended Scope of Work) agrees to pay the Contractor the sum not to exceed Five Hundred Thirty-One Thousand, Five Hundred Twenty-Eight Dollars and Nineteen Cents (\$531,528.19) for Renewal No. 1 & 2 and Five hundred Thirty-Two Thousand, Eighty-Eight Dollars and Twenty Cents (\$532,088.20) for Renewal Option No. 3 & 4.”

- 3. First Amended Addenda I and II, and First Amended Attachment A of the Contract are revised by deleting all terms contained therein and inserting in lieu thereof all of the terms contained in the Second Amended Addendum I (Second Amended Scope of Work), Second Amended Addendum II (Second Amended Compensation), and Second Amended Attachment A.
- 4. This Amendment No. 2 is subject to the approval of the Governor of the Virgin Islands and to the appropriation and availability of funds.
- 5. Except as expressly amended in this Amendment, all terms of the Contract remain in full force and effect.

**6. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES**

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.



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IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

**GOVERNMENT OF THE VIRGIN ISLANDS**

*Dionne Wells-Hedington*  
Dionne Wells-Hedington, Ed.D.  
Commissioner  
Department of Education

03/11/2026  
Date

*Lisa M. Alejandro*  
*mpa* Lisa M. Alejandro, Commissioner Designee  
Department of Property and Procurement

4/21/2026  
Date

**CONTRACTOR**

DocuSigned by:  
*JON SCRIMSHAW*  
3650483059ED2418  
Jon Scrimshaw, Chief Accounting Officer  
PowerSchool Group, LLC

2/27/2026  
Date

(Corporate seal, if Contractor is a corporation)

APPROVED:


*Albert Bryan Jr.*  
**Honorable Albert Bryan Jr.**  
GOVERNOR OF THE U.S. VIRGIN ISLANDS

Date: *4/28/26*

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY: *Sean P. Bailey, AAG* Date 4/27/2026

PURCHASE ORDER NO. \_\_\_\_\_

Contract No. PO-26-400-4001-1360

Contractor's Initials: 

# Renewal No. 3



OPCMR

**EXERCISE OF RENEWAL OPTION**

GOVERNMENT OF  
THE UNITED STATES VIRGIN ISLANDS



**DEPARTMENT OF PROPERTY & PROCUREMENT**

CONTRACT NO: P025DOET23 and its Amendment No. 1

DATED: February 6, 2023

**EXERCISE OF RENEWAL OPTION No. 3**


<b>Contractor</b>	<b>Description of Scope of Work/Services</b>
Power School Group, LLC 150 Parkshore Drive Folsom, CA 95630	To provide specialized professional development training and consultation services to state and district administrators on its updated Territory-Wide Student information System ("SIS").

Pursuant to the renewal option provision of **Contract No. P025DOET23** and its Amendment No. 1 to P025DOET23 subject to the appropriation and allotment of necessary funds, notice is hereby given that the Government of the U.S. Virgin Islands, Department of Education exercises its third option to renew and does hereby renew the aforementioned contract for the period October 29, 2025 to October 28, 2026 at the stipulated cost of **Five Hundred Thirty-One Thousand -Five Hundred Twenty Eight Dollars and Nineteen Cents (\$531,528.19).**

All the terms, covenants, and conditions of the contract affected shall continue in full force and effect. Please acknowledge receipt and acceptance hereby signing and returning the original to:

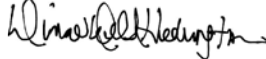
The Department of Property and Procurement  
8201 Subbase, Suite 4  
St. Thomas, VI 00802

ACKNOWLEDGMENT & ACCEPTANCE:

DocuSigned by:  
  
395DA8394ED2416...  
Jon Scrimshaw, Chief Accounting Officer  
PowerSchool Group, LLC

DATE: 8/5/2025

GOVERNMENT OF THE VIRGIN ISLANDS

  
Dionne Wells Hedrington, Ed.D., Commissioner  
Department of Education

DATE: 09/03/2025

  
Lisa M. Alejandro, Commissioner  
Department of Property & Procurement

DATE: 11/25/2025

**Signature:** Keila Belt  
Keila Belt (Sep 3, 2025 11:18:03 EDT)

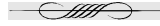
**Email:** keila.belt@vide.vi

# Renewal No. 2



**EXERCISE OF RENEWAL OPTION**

GOVERNMENT OF  
THE UNITED STATES VIRGIN ISLANDS



**DEPARTMENT OF PROPERTY & PROCUREMENT**

CONTRACT NO: P025DOET23 and its Amendment No. 1

DATED: February 6, 2023

**EXERCISE OF RENEWAL OPTION No. 2**

<b>Contractor</b>	<b>Description of Scope of Work/Services</b>
Power School Group, LLC 150 Parkshore Drive Folsom, CA 95630	To provide specialized professional development training and consultation services to state and district administrators on its updated Territory-Wide Student information System (“SIS”).

Pursuant to the renewal option provision of **Contract No. P025DOET23** and its Amendment No. 1 to P025DOET23 subject to the appropriation and allotment of necessary funds, notice is hereby given that the Government of the U.S. Virgin Islands, Department of Education exercises its second option to renew and does hereby renew the aforementioned contract for the period October 29, 2024 to October 28, 2025 at the stipulated cost of ***Five Hundred Thirty-One Thousand -Five Hundred Twenty Eight Dollars and Nineteen Cents (\$531,528.19)***.

All the terms, covenants, and conditions of the contract affected shall continue in full force and effect. Please acknowledge receipt and acceptance hereby signing and returning the original to:

The Department of Property and Procurement  
8201 Subbase, Suite 4  
St. Thomas, VI 00802

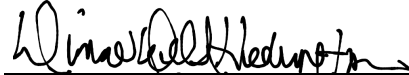
**ACKNOWLEDGMENT & ACCEPTANCE:**

DocuSigned by:  
  
Jon Scrimshaw, Chief Accounting Officer  
PowerSchool Group, LLC

DATE: 12/19/2024

  
Lisa M. Alejandro, Commissioner  
Department of Property & Procurement

**GOVERNMENT OF THE VIRGIN ISLANDS**

  
Dionne Wells Hedington, Ed.D., Commissioner  
Department of Education

DATE: 12/20/2024

DATE 12/27/2024

# Amendment No. 1



OPCMR

**AMENDMENT No. 1 to CONTRACT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made this 18th day of September, 2023, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the **Department of Education** (hereinafter referred to as "Government") whose address is 1834 Kongens Gade, St. Thomas, U.S. Virgin Islands 00802 and **PowerSchool Group LLC** (hereinafter referred to as "Contractor") whose address is 150 Parkshore Drive, Folsom, CA 95630

**WITNESSETH:**

**WHEREAS**, the Contractor designed and developed a Territory-wide Student Information System ("SIS" or "PowerSchool") and Learning Management System ("LMS" or "Schoology") for the Virgin Islands Department of Education ("Department") that provided an efficient and standardized collection, analysis, archival and reporting of student information; and

**WHEREAS**, pursuant to **Contract No. P025DOET23** approved by the Governor on February 6, 2023 the Government is in need of the services of Contractor to provide specialized professional development training and consultation services to state and district administrators on its product renewal and updates on the use of PowerSchool which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

**WHEREAS**, the Contract expires pursuant to its terms on October 28, 2023; and

**WHEREAS**, the non-public schools are a recipient of federal funds issued by the U.S Department of Education; and

**WHEREAS**, during the Public Health Emergency of the COVID-19 Pandemic and continuing into the endemic phase, the Department is responsible for providing critical t profile information on students enrolled in the territory's non-public schools to the federal and local government; and

**WHEREAS**, the parties desire to amend the Contract to change the Scope of Work in Addendum I to expand the SIS, providing a subscription, specialized professional development training, and consultation services to select non-public schools in the territory and to increase the compensation by One Hundred Fifty Thousand Eight Hundred Eighty Two Dollars and Ninety One Cents (\$150,882.91); and

**NOW THEREFORE**, for mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**TERMS AND CONDITIONS**

DS  
ES



OPCMR

1. Paragraph No. 3 – Compensation is hereby amended to increase the compensation by One Hundred Fifty Thousand Dollars, Eight Hundred Eighty Two Dollars and Ninety One Cents (\$150,882.91) for a total amount not to exceed Six Hundred Eight Thousand, Six Hundred Ninety Eight Dollars and Twenty Three Cents (\$608,698.23) by deleting all of the existing language contained therein and replacing it with new language as follows:

“The Government, in consideration of the satisfactory performance of the services described in First Amended Addendum I (First Amended Scope of Work) agrees to pay Contractor the sum not to exceed **Six Hundred Eight Thousand, Six Hundred Ninety Eight Dollars and Twenty Three Cents (\$608,698.23)** in accordance with the provisions set forth in First Amended Addendum II (First Amended Compensation) attached hereto and made a part of this Contract.” The Government in consideration of the satisfactory performance of the services described in First Amended Addendum I (First Amended Scope of Work) agrees to pay the Contractor the sum not to exceed **Five hundred Thirty One Thousand, Five Hundred Twenty Eight Dollars and Nineteen Cents (\$531,528.19)** for each Renewal Option.

2. Paragraph 21 NOTICE: is amended to state the following:

Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

**GOVERNMENT**

Lisa M. Alejandro  
 Commissioner Designee  
 Department of Property and Procurement  
 8201 Sub Base, Suite 4  
 St. Thomas Virgin Islands 00802

Dionne Wells-Hedrington, Ed.D.  
 Commissioner  
 Department of Education  
 1834 Kongens Gade  
 St. Thomas, VI 00802

DS  
 ES



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**CONTRACTOR**

ATTN: General Counsel  
PowerSchool Group LLC  
150 Parkshore Dr.  
Folsom, CA 95630  
With cc to: legalnotices@powerschool.com

3. Addenda I and II and Attachment A of the Contract are revised by deleting all terms contained therein and inserting in lieu thereof all of the terms contained in the First Amended Addendum I, First Amended Addendum II, and First Amended Attachment A.
4. This Amendment No. 1 is subject to the approval of the Governor of the Virgin Islands and to the appropriation and availability of funds.
5. Except as expressly amended in this Amendment, all terms of the Contract remain in full force and effect.

**6. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES**

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

**[THIS SECTION IS INTENTIONALLY LEFT BLANK]**

DS  
ES



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IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

**GOVERNMENT OF THE VIRGIN ISLANDS**

Dionne Wells-Hedington, Ed.D.  
Commissioner  
Department of Education

8/29/2023  
Date

Lisa M. Alejandro, Commissioner Designee  
MATV Department of Property and Procurement

8/31/2023  
Date

**CONTRACTOR**

DocuSigned by:

Eric Shander, Chief Financial Officer  
PowerSchool Group, LLC

8/28/2023  
Date

(Corporate seal, if Contractor is a corporation)

APPROVED:

Honorable Albert Bryan Jr.  
GOVERNOR OF THE U.S. VIRGIN ISLANDS

Date: 9-18-23

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY: Isl   
ASSISTANT ATTORNEY GENERAL Date 9/5/23

PURCHASE ORDER NO. \_\_\_\_\_

**Contract**



OPCMR

## CONTRACT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is made this 6th day of February, <sup>2023</sup>~~2022~~, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the **Department of Education** (hereinafter referred to as "Government") whose address is 1834 Kongens Gade, St. Thomas, U.S. Virgin Islands 00802 and **PowerSchool Group LLC** (hereinafter referred to as "Contractor") whose address is 150 Parkshore Drive, Folsom, CA 95630

### WITNESSETH:

**WHEREAS**, the Contractor designed and developed a Territory-wide Student Information System ("SIS" or "PowerSchool") for the Virgin Islands Department of Education ("Department") that provided an efficient and standardized collection, analysis, archival and reporting of student information; and

**WHEREAS**, the Government is in need of the services of Contractor to provide specialized professional development training and consultation services to state and district administrators on its product renewal and updates on the use of PowerSchool which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

**WHEREAS**, the Contractor is the sole source provider of training and services of PowerSchool ; and

**WHEREAS**, the services are authorized pursuant to 31 V.I.C. § 239(a)(8) which permits the Government to purchase or contract for services for which it is impracticable to obtain competition; and

**WHEREAS**, the Contractor represents that it is willing and capable of providing such services; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

### 1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract.

Contract No. P025DOET23

1

Contractor's Initials: DS  
PR



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**2. TERM AND EFFECTIVE DATE**

The term of this Contract shall be from **October 29, 2022 to October 28, 2023**. Upon the date of execution of this Contract by the Governor of the U.S. Virgin Islands, this Contract shall become effective for the Term set out herein. The Government in its sole discretion, shall have the option to renew this Contract for a period of four (4) additional, one (1) year renewal subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government’s election to renew.

**3. COMPENSATION**

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to pay Contractor a sum not to exceed **Four Hundred Fifty-Seven Thousand, Eight Hundred Fifteen Dollars and Thirty-Two Cents (\$457,815.32)** in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract. The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work) agrees to pay the Contractor the sum not to exceed **Four Hundred Fifty-Seven Thousand, Eight Hundred Fifteen Dollars and Thirty-Two Cents (\$457,815.32)** for each Renewal Option.

**4. TRAVEL EXPENSES**

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed **Eighteen Thousand Dollars and Zero Cents (\$18,000.00)**.

**5. RECORDS**

The Contractor when applicable, will present documented precise records of time and/or money expended under this Contract.

**6. PROFESSIONAL STANDARDS**

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

Contract No. P025DOET23

Contractor’s Initials: 



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**7. DOCUMENTS, PRINTOUTS, ETC.**

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract except documents and instructional materials in which the Contractor retains proprietary interest. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

**8. LIABILITY OF OTHERS**

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.

**9. ASSIGNMENT**

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government; provided, however, that PowerSchool may assign its rights and obligations under this Agreement without the consent of Government in the event Contractor hereafter effects a corporate reorganization, consolidates with, or merges into, any person or transfers all or substantially all of its properties or assets to any entity.

**10. INDEMNIFICATION**

Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of a claim by a third party and resulting from the negligence or willful misconduct of Contractor in the performance of this Contract, except the sole negligence of Government.

**11. INDEPENDENT CONTRACTOR**

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

Contract No. P025DOET23

Contractor's Initials: PR



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## 12. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

## 13. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

## 14. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this agreement, whether written or oral.

## 15. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.


No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

## 16. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

Contract No. P025DOET23

4

Contractor's Initials: 





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**17. TERMINATION**

Either party may terminate this Contract with or without cause by providing written notice to the other party of its intent to terminate at least ninety (90) days prior to the expiration of the then-current subscription term; provided however, that no such termination shall be effective until the end of the then-current subscription term. In the event of such termination, Government shall be required to pay Contractor for all services provided and all non-cancelable expenses incurred by Contractor on Government's behalf up to the effective date of termination of the Contract, and Government shall not receive a refund or credit for any pre-paid fees.

**18. PARTIAL TERMINATION**

[Intentionally Omitted]

**19. NON-DISCRIMINATION**

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

**20. CONFLICT OF INTEREST**

- (a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
  - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
  - (2) a territorial officer or employee and, as such, has:
    - (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
    - (ii) not made, negotiated or influenced this Contract, in its official capacity; and
    - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

Contract No. P025DOET23

Contractor's Initials: DS  
PR



OPCMR

**21. NOTICE**

Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

**GOVERNMENT**

Anthony D. Thomas  
Commissioner  
Department of Property and Procurement  
8201 Sub Base, Suite 4  
St. Thomas Virgin Islands 00802

Dionne Wells-Hedrington, Ed.D.  
Commissioner Nominee  
Department of Education  
1834 Kongens Gade  
St. Thomas, VI 00802

**CONTRACTOR**

General Counsel  
PowerSchool Group LLC  
150 Parkshore Dr.  
Folsom, CA 95630

**22. LICENSURE**


The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

**23. OTHER PROVISIONS**

Addenda I, II, III, and Attachment "A", attached hereto are a part of this Contract and are incorporated herein by reference.

Contract No. P025DOET23

Contractor's Initials: 



OPCMR

**24. DEBARMENT CERTIFICATION**

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

**25. FALSE CLAIMS**

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

**26. NOTICE OF FEDERAL FUNDING**

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence.

**27. INSURANCE**

Contractor shall maintain the following insurance coverages during the term of this Contract

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a "per occurrence" basis with a minimum limit of not less than one million dollars (\$1,000,000.00) for any one person per occurrence for death or personal injury and one million dollars (\$1,000,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.
- (b) **PROFESSIONAL LIABILITY:** Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than one million dollars (\$1,000,000.00) per claim. The Government shall be listed thereon as a certificate holder.

Contract No. P025DOET23

Contractor's Initials: OS  
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- (c) **WORKERS' COMPENSATION:** Contractor shall supply Government with Contractor's then current certificate(s) of insurance.

**28. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES**

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

**29. ORDER OF PRECEDENCE**

In the event of conflicts or discrepancies among the Contract Documents, the terms and conditions of Paragraphs 1-29 shall prevail.

**[THIS SECTION IS INTENTIONALLY LEFT BLANK]**

Contract No. P025DOET23

Contractor's Initials: 





OPCMR

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

**WITNESSES: GOVERNMENT OF THE VIRGIN ISLANDS**

12/6/2022  
Dionne Wells-Hedrigton, Ed.D. Date  
Commissioner Nominee  
Department of Education

1/20/2023  
Anthony D. Thomas, Commissioner Date  
Department of Property and Procurement

**CONTRACTOR**

11/30/2022  
Michael Lundgren Philip Radmilovic Date  
Philip Radmilovic, Vice President, Controller  
PowerSchool Group, LLC

(Corporate seal, if Contractor is a corporation)

**APPROVED:**

Date 2/6/2023  
**Bosede Bruce**  
ACTNG GOVERNOR OF THE U.S.  
VIRGIN ISLANDS

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY:  Date 1/24/2023  
Assistant Attorney General

PURCHASE ORDER NO. \_\_\_\_\_