



STATE OF UTAH CONTRACT
UTAH STATE BOARD OF EDUCATION

1. **CONTRACTING PARTIES:** This contract is between the Utah State Board of Education, referred to as the State Entity or USBE, and the following Contractor:

<u>Panorama Education, Inc.</u>			
	Name		
<u>24 School Street, Fourth Floor</u>			
	Address		
<u>Boston</u>	<u>MA</u>	<u>02108</u>	
City	State	Zip	

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Government Agency

Point of Contact: Katie Mallett Phone # 617-356-8123 Email: kmallett@panoramaed.com
Vendor # VC217352 Commodity Code # 20836

- 2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide: Early Warning System
- 3. **PROCUREMENT:** This contract is entered into as a result of the procurement process of Solicitation # USBEZC21017RFP, in FY20.
- 4. **CONTRACT PERIOD:** Effective Date: 1/8/2021 Termination Date: 6/30/2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A.
- 5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$2,500,000 for costs authorized by this contract. USBE's maximum obligation is \$1,250,000. Additional information regarding cost may be found in the scope of work or other attachments.
- 6. **ATTACHMENT A:** State of Utah Standard Terms and Conditions for Goods and Services
ATTACHMENT B: IT Standard Terms and Conditions
ATTACHMENT C: Scope of Work
ATTACHMENT D: Cooperative Contract Info
The Order of Precedence, for any conflicts, shall be resolved in favor of 1) Attachment A, 2) other USBE terms and conditions, 3) Scope of Work, 4) this Contract signature page, then 5) Contractor terms and conditions, if any. Any limit of liability or limit of the State Entity's rights must be signed by USBE.
- 7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - b. Utah State Procurement Code, Procurement Rules, and Contractor's response to, and, Solicitation # ZC21017RFP.
- 8. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

<u>Katie Mallett</u>	<u>01 / 04 / 2021</u>
Contractor's signature	Date
<u>Katie Mallett COO</u>	
Type or Print Name and Title	

UTAH STATE BOARD OF EDUCATION

<u>Scott Jones</u>	<u>Digitally signed by Scott Jones</u> <u>Date: 2021.01.12 16:36:49 -07'00'</u>
Agency's signature	Date
<u>Scott Jones, Deputy Superintendent of Operations</u>	
Type or Print Name and Title	

<u>Zac Christensen</u>	<u>801-538-7538</u>	<u></u>	<u>zac.christensen@schools.utah.gov</u>
Agency Contact Person	Telephone Number	Fax Number	Email

**ATTACHMENT A:
UTAH STATE BOARD OF EDUCATION
STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES**

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
- 1.1. **“Authorized Persons”** means Contractor’s employees, officers, partners, Subcontractors or other agents of Contractor, and USBE or LEA employees, officers, partners, or other agents designated by USBE who require access to Data and have a legitimate interest in the Data to enable the Contractor to perform its responsibilities under this Contract.
 - 1.2. **“Confidential Information”** means information that is deemed confidential and not subject to public distribution under applicable state and federal laws. USBE reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - 1.3. **“Contract”** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term “Contract” shall include any purchase orders that result from this Contract.
 - 1.4. **“Contract Signature Page(s)”** means the State of Utah cover page(s) that USBE and Contractor signed.
 - 1.5. **“Contractor”** means the individual or entity delivering the Procurement Item identified in this Contract. The term “Contractor” shall include Contractor’s agents, officers, employees, partners, and subcontractors.
 - 1.6. **“Data”** Any piece of information suitable for use in any form, whether electronic or in print. Data includes Student Personally Identifiable Information and Educator Data and may also include Confidential Information.
 - 1.7. **“Data Breach”** means the actual unauthorized access to Data that results in the unauthorized use, disclosure, or theft of Data, or the compromise of the confidentiality, integrity, or availability of Data in possession or control of Contractor or Contractor’s Subcontractor.
 - 1.8. **“Destroy” or “Destruction”** means to remove Data such that it is not maintained in retrievable form and cannot be retrieved in the normal course of business.
 - 1.9. **“Educator Data”** includes, but is not limited to, the educator’s name; any unique identifier, including social security number; and other information that, alone or in combination, is linked or linkable to a specific educator.
 - 1.10. **“Incident”** means the unauthorized or potentially unauthorized access to Data that could reasonably result in the unauthorized use, disclosure, or theft of Data or the compromise of the confidentiality, integrity, or availability of Data within the possession or control of Contractor or Contractor’s Subcontractors.
 - 1.11. **“Local Educational Agency” or “LEA”** means a school district or charter school that directs and controls public elementary or secondary education institutions, its board officers, employees, agents, and authorized volunteers.
 - 1.12. **“Metadata”** includes all information created manually or automatically to provide meaning or context to other data.
 - 1.13. **“Person”** shall have the same meaning as found in Administrative Rule R33-1-1.
 - 1.14. **“Procurement Item,” “Good,” or “Service”** means a supply, a service, construction, or technology that Contractor is required to deliver to USBE under this Contract.
 - 1.15. **“Response”** means the Contractor’s bid, proposal, quote, or any other document used by the Contractor to respond to USBE’s Solicitation.
 - 1.16. **“Solicitation”** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statements of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - 1.17. **“State Entity”** means the state or any department, division, office, bureau, agency, board, commission, or other instrumentality of the state .
 - 1.18. **“State of Utah” or “State”** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

- 1.19. **“Student Personally Identifiable Information”** or **“PII”** has the same meaning as that found in U.C.A § 53E-9-301 and 34 § CFR 99.3, and includes both direct identifiers (such as a student’s or other family member’s name, address, student number, or biometric number) and indirect identifiers (such as a student’s date of birth, place of birth, or mother’s maiden name). Indirect identifiers that constitute PII also include metadata or other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
- 1.20. **“Subcontractor”** means a person under contract with Contractor or another subcontractor to provide services or labor as provided herein or for design or construction, including a trade contractor or specialty contractor.
- 1.21. **“Targeted Advertising”** means advertising to a student or a student’s parent by Contractor if the advertisement is based on information or Data Contractor collected or received under this Contract.
- 1.22. **“USBE”** or **“Utah State Board of Education”** means the Utah State Board of Education, the board, and its elected or appointed officers, employees, agents, and authorized volunteers.
2. **GOVERNING LAW AND VENUE:** This Contract is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Contractor shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including 2 CFR Appendix II to Part 200, will supersede this Attachment A.
4. **PERMITS:** Contractor shall, at its own expense, obtain all permits, licenses, and approvals necessary for the performance of this Contract.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT “STATUS VERIFICATION SYSTEM”:** Contractor shall comply with the requirements of the Status Verification System, also referred to as “E-verify,” as required by Utah Code § 13-47-2 et seq.
6. **DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST:** Contractor shall disclose whether any of its officers or employees are current or former officers or employees of USBE or the State of Utah. Contractor shall disclose if a current USBE employee is hired during the Contract (e.g., dual employment).
7. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and shall not act or hold itself out as an officer, employee, or agent of USBE, except as to the specific and limited agency created by the section “Agent Designation” below.
8. **PUBLICITY:** Contractor shall not use USBE’s name, logo, or endorsement (implied or actual) in any advertising, marketing, or publicity materials without prior written approval from USBE.
9. **ASSIGNMENT:** Any assignment or delegation by Contractor must be made through an amendment to the Contract.
10. **AMENDMENTS:** Amendments to this Contract, including execution of renewal options and changes to the scope, must be made by signed written agreement of both parties.
11. **INDEMNITY:** Contractor shall be fully liable for its actions and shall fully indemnify USBE and the State of Utah from all claims arising out of Contractor’s performance, without limitation, except for the portion of any claim that is the sole fault of USBE or the State of Utah. Any limitation of Contractor’s liability shall not apply to injuries to persons, including death, or to damages to property.
12. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor represents all Procurement Items are free of all liens and encumbrances and shall indemnify USBE and the State of Utah from any claim brought against USBE or the State of Utah for infringement of a third party’s intellectual property. Any limitation of Contractor’s liability does not apply to this section.
13. **OWNERSHIP OF PROCUREMENT ITEM:**
- 13.1. Contractor conveys to USBE full ownership and title to all Procurement Items delivered under this Contract. Procurement Items shall be transferred to USBE as work for hire, unless otherwise agreed to in the Contract.
- 13.2. Unless included in the Contract, neither party has any claim to the intellectual property of the other party.
14. **CONTRACTOR’S INSURANCE RESPONSIBILITY:**

- 14.1. Contractor shall maintain insurance during this Contract. All insurance policies required by this Contract shall be issued by insurance companies with an AM Best rating of A-VIII or better.
- 14.2. The Contractor shall maintain the following insurance coverage:
- 14.2.1. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction of the State of Utah at the statutory limits required by said jurisdiction.
- 14.2.2. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy shall be no less than \$1,000,000.00 per person per occurrence and \$3,000,000.00 aggregate.
- 14.2.3. If Contractor uses a vehicle in the performance of this Contract, Contractor shall maintain Commercial Automobile Liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in the performance of Services under this Contract. The minimum liability limit must be \$1,000,000.00 per occurrence, combined single limit.
- 14.2.4. If Contractor has access to Data, Contractor shall maintain Protected Information Liability insurance covering all loss of Data and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- 14.2.5. If Contractor stores, processes, transmit, etc. Data, Contractor shall maintain Cyber Liability Insurance covering loss as a result of the compromise of the confidentiality, integrity, or availability of Data with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 14.3. USBE shall be named as additional insured on all commercial general liability policies required of Contractor. Coverage required of Contractor shall be primary over any insurance or self-insurance program carried by Contractor or USBE.
- 14.4. The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without the insurer giving at least 30 days' prior notice to Contractor. Contractor shall forward such notice to the USBE's contact as listed in the Contract within seven days of Contractor's receipt of such notice.
- 14.5. All insurance policies secured or maintained by Contractor in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or USBE, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- 14.6. Contractor shall provide to USBE certificates evidencing Contractor's insurance coverage required in this Contract within seven days following the effective date. No later than 15 days before the expiration date of Contractor's coverage, Contractor shall deliver to USBE certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by USBE, Contractor shall, within seven days following the request by USBE, supply to USBE evidence satisfactory to USBE of compliance with the provisions of this section.
- 14.7. USBE reserves the right to require higher or lower insurance limits where warranted.
15. **DEBARMENT/SUSPENSION:** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, or declared ineligible by any governmental entity. Contractor shall notify USBE within 30 days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
16. **WORK ON USBE or STATE OF UTAH PREMISES:** Contractor shall ensure that its personnel working on USBE or State of Utah premises: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions from USBE; and (iv) if required by USBE, pass a background check prior to entering the premises. USBE may remove any individual for a violation hereunder.
17. **DELIVERY:** All deliveries under this Contract shall be F.O.B. destination with all transportation and handling charges paid by Contractor. Risk of loss or damage shall remain with Contractor until final inspection and acceptance by USBE.
18. **ACCEPTANCE AND REJECTION:** USBE shall have 30 days after delivery of the Procurement Items to perform an inspection of the Procurement Items to determine if the Procurement Items conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Items by USBE. If the Procurement Item is not rejected, it is presumed to be accepted.

- 18.1.** If Contractor delivers nonconforming Procurement Items, USBE may, at its option and at Contractor's expense: (i) return the Procurement Items for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Items; or (iii) obtain replacement Procurement Items from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Items without first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of USBE to redeliver the corrected Procurement Items. Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
- 18.2.** If at any point a latent defect or fraud is identified, acceptance by USBE may be immediately nullified.
- 19. SUSPENSION OF WORK:** USBE may suspend and reinstate work under this Contract by written notice to Contractor.
- 20. PAYMENT:** USBE shall make payment within 60 days after it receives a correct invoice by a check sent through the mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made 60 days after USBE receives a correct invoice, then Contractor may add interest in accordance with the Utah Prompt Payment Act. If the Contractor accepts final payment without a written protest to USBE within ten business days of receipt of final payment, Contractor releases USBE and the State of Utah from all claims for payment related to the Contract. USBE's payment for the Procurement Items shall not be deemed an acceptance of the Procurement Items as identified in the Contract and does not release any claims that USBE or the State of Utah may have against Contractor. Contractor shall not charge USBE electronic payment fees.
- 21. SALES TAX EXEMPTION:** USBE is a tax-exempt organization, and Contractor shall not include sales tax in any request for payment.
- 22. WARRANTY OF PROCUREMENT ITEMS:** Unless a longer warranty period is contained in the Contract, Contractor warrants for a period of one year from the date of acceptance that: (i) the Procurement Items perform according to all specific claims that Contractor made in its Response and all specifications agreed to in writing; (ii) the Procurement Items are suitable for the ordinary purposes for which such Procurement Items are used; (iii) the Procurement Items are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Items are designed and manufactured in a commercially reasonable manner; (v) the Procurement Items are properly designed and manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Items are free of defects. Unless otherwise specified, all Procurement Items provided shall be new and unused of the latest model or design.
- 23. DEFAULT AND REMEDIES:**
- 23.1. Default:** Any of the following events may constitute cause for USBE to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements or obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. Termination or expiration of this Contract shall not extinguish or prejudice USBE's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Items that has not been cured.
- 23.2. Opportunity to Cure:** If the Contractor is in default for non-performance or breach, USBE may issue a written notice of default providing a ten-day period in which Contractor shall have an opportunity to cure. Contractor shall repair, replace, or reimburse USBE, at USBE's discretion, the cost to cover Procurement Items at no charge to USBE. Time allowed for cure will not diminish or eliminate Contractor's liability for damages.
- 23.3. Additional Remedies:** If the default remains after Contractor has been provided the opportunity to cure, USBE may: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from USBE or the State of Utah; and (v) demand a full refund of any payment USBE has made to Contractor under this Contract for Procurement Items that do not conform to this Contract.
- 24. TERMINATION:**
- 24.1. Termination for Cause:** This Contract may be terminated for cause by either party. A party in violation shall be given 10 days' written notice to correct and cease the violations, after which this Contract may be terminated immediately.
- 24.2. Termination for Convenience:** This Contract may be terminated without cause (for convenience) by USBE upon 30 days' written notice to Contractor.
- 24.3. Termination by Mutual Agreement:** USBE and Contractor may terminate this Contract, in

whole or in part, at any time, by written amendment.

- 24.4. Termination For Nonappropriation of Funds:** Upon 30 days' written notice to Contractor, this Contract may be amended or terminated by USBE if USBE reasonably determines: (i) a change in federal or state legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) a change in available funds affects USBE's ability to perform under this Contract.
- 24.5. Contract Closeout:** USBE shall pay Contractor for all Procurement Items ordered prior to termination of this Contract and accepted by USBE. USBE's exercise of its right to terminate this Contract shall not relieve the Contractor of any liability to USBE for any damages or claims arising under this Contract. USBE shall not be liable for any penalties or liquidated damages that accrue after the effective date of termination.
- 25. FORCE MAJEURE:** Neither party to this Contract shall be held responsible for unavoidable delay or default caused by circumstances, including fire, riot, an act of God, and/or war, that are beyond that party's reasonable control. USBE may terminate this Contract after determining such delay or default will prevent successful performance of this Contract.
- 26. WAIVER:** A waiver of any right under the Contract shall not be construed as a subsequent waiver of that right or as a waiver of any other right.
- 27. DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. USBE and Contractor will mutually agree upon a mediator, or if a mutually agreeable mediator is not selected, USBE will select an independent third party, who shall be a Utah Courts certified mediator, to assist in the resolution of a dispute. USBE and Contractor agree to cooperate in good faith in mediation proceedings.
- 28. ATTORNEY'S FEES:** The prevailing party in a judicial action to enforce rights under this Contract shall be entitled to its costs and expenses, including reasonable attorney's fees.
- 29. CONTRACT INFORMATION:** During the duration of this Contract, USBE is required to make available contact information of Contractor to the State of Utah Department of Workforce Services pursuant to Utah Code § 35A-2-203. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
- 30. TRAVEL COSTS:** Unless otherwise agreed, all travel costs must be pre-approved by USBE and may be booked by USBE at State of Utah per diem rates.
- 31. SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not diminish USBE's right to enforce any term of this Contract that by its nature would continue beyond termination, cancellation, or expiration.
- 32. SEVERABILITY:** The invalidity or unenforceability of any term of this Contract shall not affect the validity or enforceability of any other term of this Contract.
- 33. ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
- 34. RECORDS ADMINISTRATION AND RIGHT TO AUDIT:**
- 34.1. Records:** Contractor shall maintain records necessary to properly account for Contractor's compliance, performance, and the payments made by USBE to Contractor. These records shall be retained by Contractor for six years after final payment, or until all audits initiated within the six years have been completed, whichever is later.
- 34.2. Audit:** Contractor agrees to provide, at no additional cost, the State of Utah, federal program staff, USBE staff, and their designees access to questionnaires and internal and external audit reports. This includes the right to audit all such records and Contractor's sites and environments during normal business hours, and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to audit records and interview staff in any subcontract related to performance of this Contract.
- 35. PUBLIC INFORMATION:** This Contract and all related solicitation documents, purchase orders, pricing documents, and invoices are public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA).
- 36. CONFIDENTIALITY:** Confidential Information obtained by the Contractor may only be used for the purposes identified in this contract, unless prior written consent has been obtained in advance from USBE. Contractor shall notify USBE within one calendar day of any potential or actual misuse or unauthorized disclosure of confidential information.
- 37. GENERAL DATA PROVISIONS:**

- 37.1. DATA OWNERSHIP:** USBE retains all rights, title, and interest, including all intellectual property and proprietary rights, in and to system data, Data, and all related data and content.
- 37.2. AGENT DESIGNATION:** Contractor is hereby designated as an agent of USBE pursuant to FERPA for the limited purpose of receiving Student Personally Identifiable Information to fulfill the purposes of this contract. Contractor may use the Student Personally Identifiable Information as provided herein, but may not transfer or otherwise convey Student Personally Identifiable Information to any other Person.
- 37.2.1. COMPLIANCE WITH DATA PRIVACY LAWS:** Contractor, as USBE’s agent, shall comply with all applicable data privacy laws, regulations, code, and rules including FERPA 20 U.S.C. § 1232g et seq. and 34 C.F.R. Part 99 et seq., the Individuals with Disabilities Education Act, 30 U.S.C. § 1400 et seq. and 34 C.F.R. Part 300 (“IDEA”), and the Utah Student Privacy and Data Protection Act , Utah Code § 53E-9 101 et seq.
- 37.3. RETURN OR DESTRUCTION OF DATA:** Contractor shall erase, destroy, and render unreadable all Data from all non USBE computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the expiration or termination of this Contract or within seven (7) days of the request of USBE, whichever shall come first, unless USBE provides Contractor with a written directive. USBE’s written directive may:
- 37.3.1.** require that certain Data be preserved in accordance with applicable law; or
- 37.3.2.** require that Contractor return the Data through a complete and secure (*i.e.*, encrypted and appropriately authenticated) download file of all Data). Data returned under this subsection must either be in the format as originally provided, in a format that is readily usable by USBE, or formatted in a way that it can be used. The costs for returning documents and data to USBE are included in this Contract.
- 37.4. ACCESS TO DATA:**
- 37.4.1.** USBE retains the right to use the established operational services to access and retrieve Data stored on Contractor’s infrastructure at its sole discretion.
- 37.4.2.** Contractor shall limit access to Data to Authorized Persons only and shall require a non-disclosure agreement be signed by all Authorized Persons prior to being granted access to Data.
- 37.4.3.** Contractor shall maintain past and current lists of all Authorized Persons, maintain each non-disclosure agreement, and shall permit inspection of the same by USBE upon request.
- 37.4.4.** Contractor shall maintain an audit trail for the duration of this Contract, which reflects the granting and revoking of access privileges to Authorized Persons. A copy of this audit trail may be requested by USBE from Contractor at any time and shall be provided within 10 days of the USBE request.
- 37.4.5.** Contractor shall have strong access controls in place. Contractor shall disable and/or immediately delete unused or terminated Authorized Persons’ accounts and shall periodically assess account inactivity for potential stale accounts.
- 37.4.6.** Contractor shall provide annual, mandatory privacy and security awareness training for all Authorized Persons, maintain past and current lists of Authorized Persons that have completed training, and permit inspection of the same by USBE upon request.
- 37.4.7.** USBE retains the right to dictate the revocation of access to any individual, group, or entity authorized by Contractor at its sole discretion. Contractor shall revoke access and provide USBE written confirmation of the date that access was removed.
- 37.5. USE AND DISCLOSURE OF DATA:**
- 37.5.1.** Contractor’s collection, or use of Data shall be limited to that necessary and directly related to the Contractor’s responsibilities set forth in the Contract.
- 37.5.2.** Contractor shall share Data with a Person outside of this Contract only if provided for in writing in the Scope of Work, with prior written consent of USBE, or with law enforcement agencies or individuals as authorized by law or court order. If Contractor receives a request for Data from law enforcement or a court order, Contractor shall notify USBE of the request within two business days, as permitted by law.
- 37.5.3.** If Contractor seeks to publicly release Data, Contractor must aggregate the Data by totaling the Data and reporting it at the group, cohort, school, school district, region, or state level. Contractor shall, upon request of USBE, provide USBE with a document that lists the steps and methods the Contractor shall use to de-identify the information. Any aggregate data that is publicly released without being redacted using the methods in this section shall be considered an Incident. The

following methods shall be used on any aggregated reports:

37.5.3.1. Aggregate data shall be reported publicly only if there is a sufficient number of individuals represented in any demographic or subgroup so that an individual cannot be identified.

37.5.3.2. Aggregated reports shall be redacted using complementary suppression methods that remove the risk of Data being identifiable using simple mathematics or formulas.

37.5.4. Contractor shall not use Data for any secondary use, including Targeted Advertising, except under the following conditions:

37.5.4.1. For adaptive learning or customized student learning purposes.

37.5.4.2. To market an educational application or product to a parent or legal guardian of a student if Contractor did not use Data, shared by or collected per this Contract, to market the educational application or product.

37.5.4.3. To use a recommendation engine to recommend to a student (i) content that relates to learning or employment, within the third-party contractor's application, if the recommendation is not motivated by payment or other consideration from another party; or (ii) services that relate to learning or employment, within the third-party contractor's application, if the recommendation is not motivated by payment or other consideration from another party;

37.5.4.4. To respond to a student request for information or feedback, if the content of the response is not motivated by payment or other consideration from another party.

37.5.4.5. To use Data to allow or improve operability and functionality of the third-party contractor's application.

37.5.5. Contractor shall not sell or otherwise monetize Data except Data transferred through the purchase of, merger with, or otherwise acquisition of Contractors provided that all parties remain in compliance with this Contract.

37.6. SECURITY AND PROTECTION OF DATA:

37.6.1. Contractor shall notify USBE of material changes to Contractor's organization (e.g., management, sale, merger, etc.), infrastructure, system, software licensing, security or privacy controls, IT security organization, or loss prevention controls that may impact the security of Data. Contractor shall notify USBE prior to such changes being implemented, or in the event of an incident, within 1 day of the onset of the incident.

37.6.2. If Contractor is given Data as part of this Contract, the protection of Data shall be an integral part of the business activities of Contractor to ensure that there is no inappropriate or unauthorized use of Data. Contractor shall safeguard the confidentiality, integrity, and availability of Data.

37.6.3. Data Security. Contractor shall comply with and protect and maintain the security of Data using methods that are at least as good as or better than that established in the latest version of the National Institute of Standards and Technology (NIST) "Framework for Improving Critical Infrastructure Cybersecurity", also referred to as NIST Cybersecurity Framework (<http://nist.gov/cyberframework>). These security measures include but are not limited to maintaining secure environments that are patched and up to date with all appropriate security updates as designated (ex. Microsoft Notification). USBE reserves the right to determine if Contractor's level of protection meets USBE's security requirements.

37.6.4. Network Security. Contractor shall maintain network security that, at a minimum, includes: network firewall provisioning, intrusion detection, and regular third-party penetration testing. Contractor shall maintain network security using methods that are at least as good as or better than that established in the latest version of the National Institute of Standards and Technology (NIST) "Framework for Improving Critical Infrastructure Cybersecurity", also referred to as NIST Cybersecurity Framework (<https://www.nist.gov/cyberframework>).

37.6.5. Data Transmission. Contractor shall only transmit or exchange Data via secure means (ex. HTTPS or FTPS).

37.6.6. Data Storage. Contractor shall store and maintain all Data in data centers located only within the United States. Contractor shall not use, store or process Data on any unencrypted portable or laptop computing device or any portable storage medium, except for devices that are used and kept only at Contractor's United States data centers, unless such storage medium is part of the Contractor's designated backup and recovery process.

37.6.7. Access. Contractor shall permit its employees and Subcontractors to access Data remotely only via a secured manner, such as Virtual Private Networks (VPN) and only to provide technical

support.

37.6.8. Data Encryption. Contractor shall store, process, and transmit all Data, as well as any backups made of that data, in encrypted form using industry standard and currently supported cryptographic protocols and include all Data as part of a designated backup and recovery process.

37.6.9. Password Protection. Contractor shall enforce strong authentication protections on all devices, systems and networks with access to or that store Data.

37.7. INCIDENTS:

37.7.1. If Contractor becomes aware of an Incident involving Data by either Contractor or any of Contractor's Subcontractors, Contractor shall notify USBE within one calendar day and cooperate with USBE regarding recovery, remediation, and the necessity to involve law enforcement, if any.

37.7.2. Contractor shall produce a written remediation plan that includes information about the cause and extent of the Incident, and the actions Contractor will take to remediate the Incident and reduce the risk of incurring a similar type of Incident in the future. Contractor shall present its analysis and remediation plan to USBE within ten calendar days of notifying USBE of an Incident. USBE reserves the right to adjust this plan, in its sole discretion. If Contractor cannot produce its analysis and plan within the allotted time, USBE, in its sole discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse USBE for the reasonable costs thereof.

37.7.3. In the event of an Incident which results in a data breach, Contractor shall provide USBE or its designated representatives with access 7 days a week, 24 hours a day, for the purpose of evaluating, mitigating, or resolving the Incident.

37.7.4. Unless Contractor can establish that Contractor or any of its Subcontractors is not the cause or source of the data breach, Contractor shall be responsible for the cost of notifying each person whose personal information may have been compromised by the data breach.

37.7.5. Unauthorized disclosure of Data by Contractor or any Subcontractor for any reason may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the State, its employees, and agents against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this Contract. Notwithstanding any other provision of this Contract, Contractor shall be liable to the State for all direct, consequential, and incidental damages arising from an Incident caused by Contractor or its Subcontractors.

**ATTACHMENT B:
UTAH STATE BOARD OF EDUCATION
STANDARD INFORMATION TECHNOLOGY TERMS AND CONDITIONS**

This is for a Contract of Information Technology Procurement Items and must be accompanied by the Utah State Board of Education (USBE) Standard Terms and Conditions. With the exception of the definitions in this Attachment B, the definitions in Attachment A apply to this attachment.

1. DEFINITIONS:

- 1.1. "**Access to Secure USBE Facilities, Data, or Technology**" means Contractor will (a) enter upon secure premises controlled, held, leased, or occupied by USBE; (b) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by USBE; or (c) have access to or receive any Data or confidential information.
- 1.2. "**Background IP**" means intellectual property (IP) owned or controlled prior to the effective date of this Contract or that IP developed or acquired from activities independent of the services performed under this Contract, including but not limited to (a) methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services, and (b) processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or confidential information or Custom Deliverables of USBE
- 1.3. "**Contract Period**" means the term of this Contract, as set forth in the Contract Signature Page(s).
- 1.4. "**Custom Deliverables**" means the product that Contractor is required to design, develop, or customize and deliver to USBE as specifically described under this Contract or an associated statement of work for which all interest and title shall be transferred to and owned by USBE. This includes every invention, design, development, customization, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor pursuant to this Contract.
- 1.5. "**Federal Criminal Background Check**" means a fingerprint-based, nationwide background check conducted and processed by the FBI.
- 1.6. "**Good**" means any deliverable not classified as a Custom Deliverable or Service.
- 1.7. "**Intellectual Property Rights**" means all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and other protection afforded by law to inventions, models, designs, technical information, and applications.
- 1.8. "**Services**" means the furnishing of labor, time, or effort by Contractor, and may include installation, configuration, implementation, technical support, warranty maintenance, and other support services.

2. CRIMINAL BACKGROUND SCREENING: Each employee of Contractor and Subcontractor must successfully complete a Federal Criminal Background Check, prior to being granted Access to Secure USBE Facilities, USBE Data, or Technology.

- 2.1. USBE will provide Contractor with forms which must be filled out by Contractor and returned to USBE. Contractor or the applicable employee shall provide USBE with sufficient personal information (at Contractor's expense) so that a Federal Criminal Background Check may be completed by USBE, at USBE's expense.
- 2.2. Each employee of Contractor or a Subcontractor who will have Access to Secure USBE Facilities, USBE Data, or Technology must be fingerprinted by USBE or local law enforcement a minimum of one week prior to needing access. At the time of fingerprinting, said employee shall disclose all felony or misdemeanor convictions. USBE will conduct a Federal Criminal Background Check based upon the fingerprints and personal information provided and use this same information to

complete a Name Check in the Utah Criminal Justice Information System (UCJIS) at least every two years.

2.3. USBE may revoke Access to Secure USBE Facilities, Data, and Technology granted in the event of any negative results.

2.4. Contractor and the employee or subcontractor shall immediately notify USBE if an arrest or conviction for a felony or misdemeanor of any person that has Access to Secure USBE Facilities, USBE Data or Technology occurs during the Contract Period. USBE will determine in its discretion if such person's Access to Secure USBE Facilities, USBE Data, or Technology shall remain in effect. Felony and misdemeanor are defined by the laws of the State of Utah, regardless of where the conviction occurred.

3. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor warrants and represents it has full ownership and clear title free of all liens and encumbrances to any Good or Custom Deliverable delivered under this contract. Contractor also warrants that any Good, Custom Deliverable, or Service furnished by Contractor under this Contract, including its use by USBE in unaltered form, will not infringe any copyrights, patents, trade secrets, or other proprietary rights. Contractor will release, indemnify, and hold USBE harmless from liability or damages of any kind or nature, including Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in Contractor's performance of this Contract. Additionally, if such a claim or liability is based upon an allegation that a Good, Custom Deliverable, or Service furnished by Contractor infringes on any right protected by any patent, copyright, trademark, trade secret, and/or proprietary right, Contractor shall indemnify and hold harmless USBE for any judgments, settlements, costs, and reasonable attorneys' fees resulting from such a claim or liability. Contractor shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto; however, USBE shall have the right, at its option, to participate in the defense of any such action at its own expense without relieving Contractor of any obligation hereunder. If there are any limitations of liability in this Contract, such limitations will not apply to this section.

4. HARDWARE WARRANTY: IN ADDITION TO THE WARRANTY PROVISIONS OF THE USBE STANDARD TERMS AND CONDITIONS, WITH RESPECT TO ANY HARDWARE DELIVERED PURSUANT TO THIS CONTRACT, PRODUCT LIABILITY DISCLAIMERS AND/OR WARRANTY DISCLAIMERS FROM CONTRACTOR OR ITS SUPPLIERS ARE REJECTED.

5. SOFTWARE WARRANTY: CONTRACTOR WARRANTS FOR A PERIOD OF **NINETY DAYS** FROM THE DATE OF ACCEPTANCE THAT THE SOFTWARE PORTIONS OF THE GOODS AND CUSTOM DELIVERABLES THAT CONTRACTOR DIRECTLY OR INDIRECTLY PROVIDES WILL MEET THE TERMS OF THE WARRANTY PROVISIONS OF THE USBE STANDARD TERMS AND CONDITIONS. IN ADDITION TO THE WARRANTY PROVISIONS OF THE USBE STANDARD TERMS AND CONDITIONS, CONTRACTOR SHALL PROVIDE USBE WITH BUG FIXES, INCLUDING INFORMING USBE OF ANY KNOWN SOFTWARE BUGS OR SOFTWARE DEFECTS THAT MAY AFFECT USBE'S USE OF THE SOFTWARE.

6. SOFTWARE AND HARDWARE WARRANTY REMEDIES: Upon breach of warranty, Contractor will repair or replace (at no charge to USBE) the nonconforming Goods or Custom Deliverables. If the repaired and/or replaced products are inadequate, Contractor will refund the full amount of any payments that have been made for the failed products. These remedies are in addition to any other remedies provided by USBE Standard Terms and Conditions or by law or equity.

7. UPDATES AND UPGRADES: Contractor grants to USBE a non-exclusive, non-transferable license to use upgrades and updates provided by Contractor during the Contract Period. Upgrades and updates are subject to the terms of this Contract. USBE reserves the right to accept updates and upgrades at its discretion and to determine if such updates comply with the requirements in the Contract scope of work.

8. BUG FIXING AND REMOTE DIAGNOSTICS: Contractor shall use commercially reasonable efforts to provide work-around solutions or patches to reported software problems. With USBE's prior written authorization, Contractor may perform remote diagnostics to work on reported problems. If USBE

declines remote diagnostics, Contractor and USBE may agree to on-site technical support, subject to the terms of the Contract.

9. **TECHNICAL SUPPORT AND MAINTENANCE:** If technical support and maintenance is required by the Contract, Contractor will use commercially reasonable efforts to respond to USBE in a reasonable time, and in all events, in accordance with the specific timeframes detailed in the Contract, when USBE makes technical support or maintenance requests.
10. **ELECTRONIC DELIVERY:** Contractor may electronically deliver any Good or Custom Deliverable to USBE or provide any Good and Custom Deliverable for download from the Internet if pre-approved in writing by USBE. Contractor shall ensure the confidentiality of electronic deliveries in transit. Contractor warrants that all electronic deliveries will be free of known malware, bugs, Trojan horses, etc.
11. **SERVICES SHALL BE PERFORMED WITHIN UNITED STATES:** ALL OF THE SERVICES RELATED TO DATA SHALL BE PERFORMED WITHIN THE BORDERS AND JURISDICTION OF THE UNITED STATES.
12. **USER SUPPORT:** Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited by this contract.
13. **SECURITY INCIDENT OR DATA BREACH NOTIFICATION:** Contractor shall immediately inform USBE of any Security Incident or Data Breach. It is within USBE's discretion to determine whether any attempted unauthorized access is a Security Incident or a Data Breach.
 - 13.1. **Incident Response:** Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement and seeking external expertise as mutually agreed upon, defined by law or contained in this Contract. Discussing Security Incidents with USBE should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes, defined by law or contained in this Contract.
 - 13.2. **Security Incident Reporting Requirements:** Contractor shall promptly report a Security Incident to USBE.
 - 13.3. **Breach Reporting Requirements:** As required by Utah Code 13-44-202 or any other law, Contractor shall immediately notify USBE of a Data Breach that affects the security of USBE Data.
14. **DATA BREACH RESPONSIBILITIES:** Contractor shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification. In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Contractor shall: (a) cooperate with USBE by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures; and (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with USBE. Contractor is responsible for all notification and remedial costs and damages.
15. **OWNERSHIP IN CUSTOM DELIVERABLES:** Contractor warrants, represents and conveys full ownership, clear title free of all liens and encumbrances to any Custom Deliverable. Contractor conveys the ownership in Custom Deliverables as defined in this Contract to USBE. All intellectual property rights, title and interest in the Custom Deliverables shall transfer to USBE, subject to the following:
 - 15.1. Contractor has received payment for the Custom Deliverables;
 - 15.2. Each party will retain all rights to Background IP, even if embedded in the Custom Deliverables;
 - 15.3. Custom Deliverables, excluding Contractor's Background IP may not be marketed or distributed without written approval by USBE; and

15.4. Contractor shall grant to USBE a perpetual, irrevocable, royalty-free license to use Contractor's Background IP as defined above, solely for USBE to use the Custom Deliverables.

16. OWNERSHIP, PROTECTION, AND USE OF RECORDS: USBE shall own exclusive title to all information and data gathered, reports developed, and conclusions reached by USBE in performance of this Contract. Contractor may not use, except in meeting its obligations under this Contract, information gathered, reports developed, or conclusions reached by USBE in performance of this Contract without the express written consent of USBE.

17. OWNERSHIP, PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, UTAH, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES: In the event that USBE provides Contractor with confidential federal or state business processes, policies, procedures, or practices, pursuant to this Contract, Contractor shall hold such information in confidence, in accordance with applicable laws and industry standards of confidentiality, and may not copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this Contract. The improper use or disclosure by any party of protected internal federal or state business processes, policies, procedures, or practices is prohibited.

18. SURVIVORSHIP: The contractual provisions that will remain in effect after expiration or termination of this Contract are: (a) Secure Protection and Handling of State Data; (b) Data Breach Responsibilities; (c) Ownership in Custom Deliverables; (d) Ownership, Protection, and Use of Records, including Residuals of such records; and (e) Ownership, Protection, and Use of Confidential Federal, Utah, or Local Government Internal Business Processes, including residuals of such confidential business processes; (f) Ownership, Protection, and Return of Documents and Data Upon Contract Termination or Completion; and (g) any other terms that by their nature would survive the expiration, completion, or termination of this contract.

19. Compliance with Accessibility Standards: Contractor shall comply with the Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973. Contractor shall comply with Utah Administrative Code R895-14-3(3), which states that contractors developing new websites or applications for State agencies are required to meet accessibility guidelines subject to rule R895 and correct any items that do not meet these guidelines at no cost to the agency. Contractor shall comply with Utah Administrative Code R895-14-4(2), which states that contractors proposing IT products and services shall provide Voluntary Product Accessibility Template® (VPAT™) documents.

20. RIGHT TO MONITOR PERFORMANCE AND AUDIT

20.1. **Audit:** Contractor shall, upon written notification permit USBE, or a third party designated by USBE, to perform an assessment, audit, examination, or review of all of Contractor's sites and environments - including physical, technical, and virtual sites and environments - in order to confirm Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, and industry standards. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel; physical premises; records; technical and physical infrastructures; and any other person, place, or object which may assist USBE or its designee in completing such assessment. Upon request, Contractor shall provide the results of any audit performed by or on behalf of Contractor that would assist USBE or its designee in confirming Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, and industry standards.

20.2. **Monitor Performance:** USBE reserves the right to monitor Contractor's performance, perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. This includes Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.

21. TIME IS OF THE ESSENCE: The Services shall be completed and Goods and Custom Deliverables delivered by any applicable deadline stated in this Contract. Time is of the essence.

22. STANDARD OF CARE: For Services of Contractor which require licenses and certifications, such Services shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract.

1.1 Scope of Work

Panorama will partner with USBE to continue to support LEAs with Panorama Student Success as an Early Warning System and to bring Panorama Student Success to additional LEAs across the state. Panorama Student Success is a licensed Software as a Service (SaaS) platform that serves as an early warning system that integrates academic, attendance, behavior, and social-emotional learning data in real time to help educators support individual students and groups of students. As USBE seeks to understand trends in student play an integral role in identifying which students are thriving and where proactive steps can be taken to get students back on track.

Below are key components of the platform that will be the foundation of this project:

- ***Seamless Integration with LEA Data Systems:*** To pull Early Warning Indicator data into our platform for new LEA partners, Panorama will provide a data integration plan that ensures up-to-date student data is pulled into the platform each night. We will ensure that the integration process is seamless, compliant, and customized to the needs of each LEA.
- ***Data Analysis and Interactive Reporting:*** With LEA data integrated into the platform, Panorama Student Success will generate daily reports that provide unique insights into student achievement and equity. Within the platform, educators can aggregate and disaggregate data at the state, LEA, school, and student levels, as well as filter data by student demographics, which helps educators create and maintain equitable learning environments.
- ***Interventions and Progress Monitoring:*** From our easy-to-interpret reports, LEAs will be able to identify which students could benefit from additional instruction and support in academics, behavior, attendance, and social-emotional growth. Panorama Student Success includes an intervention and progress monitoring tool set within the platform that empowers educators to create, assign, and monitor the progress of tiered interventions and supports.
- ***Social-Emotional Learning Measurement and Support:*** In order to provide holistic supports, Panorama recommends administering our evidence-based SEL survey as part of the Early Warning System program. By collecting this data, educators will see critical SEL indicators next to academics, attendance, and behavior data, to draw insights and take action to support the whole child. Panorama provides in-platform professional development resources and strategies for SEL intervention and support, as well as live training.
- ***Mental Health Screener Administration and Support:*** In addition to administering our SEL survey, Panorama is positioned to support LEAs with Mental Health Screener administration and rollout as part of this program. Administration and disclosure of screener results will adhere to stringent data security protocols and best practices for data privacy.
- ***Implementation, Training, and Ongoing Support:*** Panorama's current project team for USBE will provide project management to each LEA, carefully managing data integration, implementation, and ongoing support. Additionally, Panorama's expert-led professional development team will support each LEA with a customizable training program to ensure that all educators can seamlessly integrate the platform into their daily practice for supporting students.

2. Project Deliverables

- Panorama and USBE will meet monthly during the July to December timeframe and will meet every other month January through June each year.

Tasks:

- Panorama will integrate academic, attendance, and behavior data from the Student Information System of each participating LEA within ten weeks of the LEA’s release of access to SIS data
- Panorama will provide opportunities for LEAs to integrate with any assessments currently supported by the Student Success platform
- Panorama will support individual LEAs with a Kickoff meeting within two weeks of the LEA formally joining the project
- Panorama will provide ongoing opportunities for LEAs to administer Social-Emotional Learning surveys and/or Mental Health student screeners
- Panorama will provide ongoing professional development and

Deliverables:

- Panorama will provide Student Success for unlimited users in each participating schools and/or LEA
- Participating LEAs will be able to bring users live onto the platform within ten weeks of LEAs providing access to the necessary data from their Student Information System
- Panorama will provide ongoing live data in the platform for each student enrolled through the Student Information System for the life of the project
- Panorama will provide project support and associated tools for Social-Emotional Learning surveys and Mental Health Screener administrations
- Panorama will provide ongoing support for adding user accounts for all participating LEAs
- Panorama will provide two live or virtual training per year for each participating LEA with ten or more schools and one virtual training to participating LEAs with fewer than 10 schools
- Panorama will schedule and facilitate an annual review of our work together with USBE staff and will include participating LEA staff at the discretion of the USBE project team

3. Project Timeline

Milestone	Deliverables/Completion Criteria	Deadline
<p>1. Project Definition</p>	<ul style="list-style-type: none"> • <i>LEA and Panorama agree to a final project scope.</i> • <i>LEA personnel identify main points of contact for participating schools.</i> 	<p>1-2 weeks after contract execution</p>
<p>2. Kickoff Meeting(s)</p>	<ul style="list-style-type: none"> • <i>Panorama and LEA project teams meet to define key goals and outcomes.</i> • <i>Panorama conducts an initial audit of existing data systems and processes.</i> 	<p>1-2 weeks after contract execution</p>

<p>3. Data Configuration</p>	<ul style="list-style-type: none"> • <i>Panorama’s expert data and engineering team works with LEA technology staff to gain secure access to relevant data systems.</i> • <i>Panorama works with LEA teams to complete the data system audit and ensure that all systems and data are mapped according to LEA’s specifications and recommended practices.</i> • <i>If LEA opts to administer SEL surveys, Panorama and LEA will prepare for survey administration and administer initial SEL measures.</i> 	<p>3-4 weeks after contract execution</p>
<p>4. Integration & Customization</p>	<ul style="list-style-type: none"> • <i>Panorama develops the necessary data connections and export formats that power Panorama Student Success, in collaboration with LEA.</i> • <i>Panorama runs quality assurance tests, backfills historical data, and customizes the user interface to reflect LEA’s user goals and context.</i> 	<p>4-7 weeks after contract execution</p>
<p>5. Preview & Account Creation</p>	<ul style="list-style-type: none"> • <i>With a staging environment developed, Panorama releases a preview of the Panorama Student Success platform to pre-designated members of the LEA team.</i> • <i>Panorama and LEA collaborate to ensure the platform matches LEA’s desired goals.</i> • <i>Panorama creates user accounts with permissions for which users should have access to the right level of data.</i> 	<p>8-10 weeks after contract execution</p>
<p>6. Training and Ongoing User Support</p>	<ul style="list-style-type: none"> • <i>Panorama rolls out the platform to LEA- and school-level staff.</i> • <i>Panorama provides one hands-on or virtual training to the LEA team and school-level end users.</i> • <i>Panorama’s product support team provides direct support to end users.</i> • <i>If LEA opts to administer SEL surveys and/or Mental Health Screeners, Panorama and LEA will conduct additional surveys at regular intervals.</i> 	<p>8-10 weeks after contract execution</p>

<p>ADDITIONAL SERVICES</p>	<ul style="list-style-type: none"> • <i>ADDITIONAL SERVICES, RELATED TO THIS EFFORT, MAY BE ADDED TO THIS CONTRACT BY AMENDMENT ONLY</i> 	<p>TBD</p>
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4. Project Budget/ Contract Funding/ Payment Terms/ Application Process

1) Application Process

- a) USBE will run an application process for all LEAs and schools who are requesting to be part of the pilot.
- b) The applications will be vetted by USBE for approval before it is approved.
- c) USBE will issue awards to LEAs for schools to participate in the pilot.
- d) USBE will issue a DO indicating which LEAs have been approved by USBE to the LEAs and Panorama.

2) Budget & Funding

- a) The state has appropriated \$250,000 annually for implementation of the Early Warning System for participating LEAs. Each school will cost \$4,000.
- b) The FIRM FIXED PRICE for USBE’s obligation under this Contract is not to exceed \$1,250,000.00.
- c) Panorama shall invoice USBE against the DO issued at a rate of up to \$2,000 per school for a maximum of \$250,000 per year.
- d) Panorama will invoice each LEA for the balance of up to \$4,000 per school.
- e) Each participating LEA will be responsible to make payment of their portion of the balance, in accordance with the information below.
- f) Additional services related to this effort may be added to this contract only by amendment, signed by both parties.

3) Invoicing

- a) Panorama shall submit monthly invoices electronically to the USBE email account at invoices@schools.utah.gov and the program manager for all goods and/or services provided in accordance with the terms on the agreement. Invoices will not be considered for payment if submitted by another method.
- b) For LEA invoices, Panorama will submit a separate invoice to the identified address.
- c) Invoices shall include the following:
 - i) Contractor Name
 - ii) Uniquely identifiable invoice number
 - iii) Invoice date
 - iv) Contract Number and DO number

- v) Recipient Entity's contact information (phone number and email address)
 - vi) Contractor's authorized signature
 - vii) Date(s) goods/services were provided
 - viii) Description of goods and/or services for which payment is requested
 - ix) Dollar amount requested.
- d) Invoices submitted by Contractor to USBE without the required information will not be paid and shall be returned to the Contractor for completion.
 - e) All payments made to the Contractor under this agreement shall be made in the name of the Contractor, as it appears in this agreement. All payments will be sent to the Contractor will be sent to the address for the Contractor as it appears in the agreement. Changes to the information identified in this section must be requested in writing.
 - f) To obtain payment for the goods and/or services authorized by this agreement, Contractor shall submit the itemized invoice together with supporting documentation of work performed.
 - g) USBE reserves the right to question or seek clarification for any cost invoiced if the invoice is not supported by proper documentation.
 - h) Contractor may be required to repay USBE if, during or after the contract period, an audit or other review determines that payments made by USBE to Contractor were incorrectly paid or were based on incorrect information received from the Contractor. USBE reserves the right to withhold any or all subsequent payments to the Contractor until the incorrect amounts paid have been fully recovered.

Attachment D: Cooperative Contract Information

A) Additional Terms and Conditions:

- 1) **DEFINITIONS:** “**Eligible User(s)**” means those authorized to use this Cooperative Contract and is limited to Local Education Agencies, which includes school districts, charter schools, Utah Schools for the Deaf and the Blind, and any other entity that the Utah State Board of Education has authority over.
- 2) **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Procurement Item(s) to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time of the invoice. It is Contractor’s obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.
- 3) **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah’s Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Eligible User from all claims and all liability to the Contractor. An Eligible User’s payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the Eligible User may have against Contractor. Contractor shall not charge Eligible Users electronic payment fees of any kind.
- 4) **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
- 5) **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Contract.
- 6) **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. USBE is not responsible for any unpaid invoice.
- 7) **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
- 8) **END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the

completion or termination of this Contract. An End User Agreement must reference this Contract, and it may not be amended or changed unless approved in writing by USBE. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.

- 9) **REPORTS:** Contractor agrees to provide an annual utilization report, reflecting number of licenses in each category to Eligible Users during the period. The report will show the dollar volume of purchases by each Eligible User. Reports are due by December 31 of each year to the program contact.

B) Cost for Cooperative Contract Users

Eligible Users will pay the same rates as identified the contract.

TITLE	Urgent signature: USBE contract
FILE NAME	USBE210049-MA Panorama (2).pdf
DOCUMENT ID	68f67e60a597c82ff15abfdd981f0f0616979a58
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

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UTAH STATE BOARD OF EDUCATION

CONTRACT AMENDMENT

Amendment:01 To Contract: USBE210049MA

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, Utah State Board of Education, referred to as "State Entity" or "USBE", and Panorama Education, Inc. VC217352, referred to as "Contractor".

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. Contract Period:

Original Starting Date: 01/08/2021

Current Ending Date: 06/30/2026

New Ending Date: n/a

2. Contract Amount:

Current Contract Amount: \$2,500,000.00 USBE's maximum obligation is \$1,250,000.00

Amendment Amount: n/a

New Contract Amount: \$2,500,000.00 USBE's maximum obligation is \$1,250,000.00

3. Other changes:

Add option for LEAs to procure Teacher and Staff Surveys and Adult SEL with related scope of work and billing clarification added to Attachment C Scope of Work

4. Effective Date of Amendment: January 01, 2022

All other conditions and terms in the original contract and previous amendments remain the same.

THE PARTIES, INTENDING TO BE LEGALLY BOUND, have executed this amendment on the date first set forth above.

CONTRACTOR

Gayle McGuire

01 / 06 / 2022

Contractor's signature Date

Gayle McGuire Contract Manager

Type or Print Name and Title

STATE

Scott.Jones@s
chools.utah.gov

Digitally signed by
Scott.Jones@schools.utah.gov
Date: 2022.01.12 16:00:05
-07'00'

Agency's signature Date

Scott Jones, Deputy Superintendent of O

Type or Print Name and Title

Zac Christensen

801-538-753

Zac.christensen@schools.utah.gov

Agency Contact Person

Telephone Number

Email

Solicitation Number:

Scope of Work for Contract #USBE210049CT Amd 01 **Attachment : C**

1.1 Scope of Work

Panorama will partner with USBE to continue to support LEAs with Panorama Student Success as an Early Warning System and to bring Panorama Student Success to additional LEAs across the state. Panorama Student Success is a licensed Software as a Service (SaaS) platform that serves as an early warning system that integrates academic, attendance, behavior, and social-emotional learning data in real time to help educators support individual students and groups of students. As USBE seeks to understand trends in student progress across key Early Warning Indicators, Panorama Student Success will play an integral role in identifying which students are thriving and where proactive steps can be taken to get students back on track.

Below are key components of the platform that will be the foundation of this project:

Seamless Integration with LEA Data Systems: To pull Early Warning Indicator data into our platform for new LEA partners, Panorama will provide a data integration plan that ensures up-to-date student data is pulled into the platform each night. We will ensure that the integration process is seamless, compliant, and customized to the needs of each LEA.

Data Analysis and Interactive Reporting: With LEA data integrated into the platform, Panorama Student Success will generate daily reports that provide unique insights into student achievement and equity. Within the platform, educators can aggregate and disaggregate data at the state, LEA, school, and student levels, as well as filter data by student demographics, which helps educators create and maintain equitable learning environments.

Interventions and Progress Monitoring: From our easy-to-interpret reports, LEAs will be able to identify which students could benefit from additional instruction and support in academics, behavior, attendance, and social-emotional growth. Panorama Student Success includes an intervention and progress monitoring tool set within the platform that empowers educators to create, assign, and monitor the progress of tiered interventions and supports.

Social-Emotional Learning Measurement and Support: In order to provide holistic supports, Panorama recommends administering our evidence-based SEL survey as part of the Early Warning System program. By collecting this data, educators will see critical SEL indicators next to academics, attendance, and behavior data, to draw insights and take action to support the whole child. Panorama provides in-platform professional development resources and strategies for SEL intervention and support, as well as live training.

Mental Health Screener Administration and Support: In addition to administering our SEL survey, Panorama is positioned to support LEAs with Mental Health Screener administration and rollout as part of this program. Administration and disclosure of screener results will adhere to stringent data security protocols and best practices for data privacy.

Implementation, Training, and Ongoing Support: Panorama's current project team for USBE will provide project management to each LEA, carefully managing data

integration, implementation, and ongoing support. Additionally, Panorama's expert-led professional development team will support each LEA with a customizable training program to ensure that all educators can seamlessly integrate the platform into their daily practice for supporting students.

LEAs may also choose to contract with Panorama for "Teacher and Staff Surveys and Adult SEL" either in addition to Student Success, or as a standalone license. The foundational components of this license include:

- **Survey Administration:** Creating and administering a survey instrument by leveraging Panorama's evidence-based survey content to capture teacher and staff perception in areas such as professional well-being; capacity and efficacy around supporting academic, social, and emotional learning; professional learning opportunities; school climate and culture; and relationships with colleagues, families, and school leadership. This license allows participating LEAs access to an unlimited number of survey administrations throughout the year.
- **Support and Project Management:** LEAs licensing Panorama's "Teacher and Staff Surveys and Adult SEL" will have access to a dedicated Client Success Manager who will work with the LEA to project manage and execute the survey administration process, including developing project timelines, managing platform setup and administration, coordinating rollout of reports, and more. Panorama also provides a Product Support team, ready to respond to user support requests throughout school hours.
- **Data Analysis and Reporting:** LEAs licensing Panorama's "Teacher and Staff Surveys and Adult SEL" will also have the ability for all teachers and staff in the LEA to access the Panorama reporting platform. Allowing users to view results and disaggregate data across their LEA and schools, in order to understand trends and take meaningful action.

2. Project Deliverables

Panorama and USBE will meet monthly during the July to December timeframe and will meet every other month January through June each year.

Tasks:

- Panorama will integrate academic, attendance, and behavior data from the Student Information System of each participating LEA within ten weeks of the LEA's release of access to SIS data
- Panorama will provide opportunities for LEAs to integrate with any assessments currently supported by the Student Success platform
- Panorama will support individual LEAs with a Kickoff meeting within two weeks of the LEA formally joining the project
- Panorama will provide ongoing opportunities for LEAs to administer Social-Emotional Learning surveys and/or Mental Health student screeners
- Panorama will provide ongoing professional development
- Panorama will provide administration, support and reporting for the Teacher and Staff Surveys and Adult SEL platform for districts licensing that work

Deliverables:

- Panorama will provide Student Success for unlimited users in each participating schools and/or LEA
- Participating LEAs will be able to bring users live onto the platform within ten weeks of LEAs providing access to the necessary data from their Student Information System
- Panorama will provide ongoing live data in the platform for each student enrolled through the Student Information System for the life of the project
- Panorama will provide project support and associated tools for Social-Emotional Learning surveys and Mental Health Screener administrations
- Panorama will provide ongoing support for adding user accounts for all participating LEAs
- Panorama will provide two live or virtual training per year for each participating LEA with ten or more schools and one virtual training to participating LEAs with fewer than 10 schools
- Panorama will schedule and facilitate an annual review of our work together with USBE staff and will include participating LEA staff at the discretion of the USBE project team
- Panorama will support unlimited LEA-led administrations of the Teacher and Staff Surveys and Adult SEL platform for districts licensing that work
- Panorama will include data and reporting on the Teacher and Staff Surveys and Adult SEL data for districts licensing that work

3. Project Timeline

Milestone	Deliverables/Completion Criteria	Deadline
1. Project Definition	LEA and Panorama agree to a final project scope. LEA personnel identify main points of contact for participating schools.	1-2 weeks after contract execution
2. Kickoff Meeting(s)	Panorama and LEA project teams meet to define key goals and outcomes. Panorama conducts an initial audit of existing data systems and processes.	1-2 weeks after contract execution

<p>3. Data Configuration</p>	<p>Panorama’s expert data and engineering team works with LEA technology staff to gain secure access to relevant data systems.</p> <p>Panorama works with LEA teams to complete the data system audit and ensure that all systems and data are mapped according to LEA’s specifications and recommended practices.</p> <p>If LEA opts to administer SEL surveys, Panorama and LEA will prepare for survey administration and administer initial SEL measures.</p>	<p>3-4 weeks after contract execution</p>
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<p>4. Integration & Customization</p>	<p>Panorama develops the necessary data connections and export formats that power Panorama Student Success, in collaboration with LEA.</p> <p>Panorama runs quality assurance tests, backfills historical data, and customizes the user interface to reflect LEA’s user goals and context.</p>	<p>4-7 weeks after contract execution</p>
<p>5. Preview & Account Creation</p>	<p>With a staging environment developed, Panorama releases a preview of the Panorama Student Success platform to pre-designated members of the LEA team.</p> <p>Panorama and LEA collaborate to ensure the platform matches LEA’s desired goals. Panorama creates user accounts with permissions for which users should have access to the right level of data.</p>	<p>8-10 weeks after contract execution</p>

6. Training and Ongoing User Support	<p>Panorama rolls out the platform to LEA- and school-level staff.</p> <p>Panorama provides one hands-on or virtual training to the LEA team and school-level end users.</p> <p>Panorama’s product support team provides direct support to end users.</p> <p>If LEA opts to administer SEL surveys and/or Mental Health Screeners, Panorama and LEA will conduct additional surveys at regular intervals.</p>	8-10 weeks after contract execution
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ADDITIONAL SERVICES

For LEAs choosing to purchase Teacher and Staff Surveys and Adult SEL:

Milestone	Deliverables/Completion Criteria	Deadline
Project Kickoff and Planning	<ul style="list-style-type: none"> • Panorama and LEA come together for team introductions and initial project planning (communication, training plan, timelines, etc.) 	1-2 weeks after contract execution
LEA provides Panorama roster data file	<ul style="list-style-type: none"> • LEA provides Panorama with the necessary roster data file to setup surveys across teachers and staff 	2 weeks after contract execution (depending on preference of LEA)
Survey Design, Communication, & Training	<ul style="list-style-type: none"> • Panorama supports LEA team with selecting survey content • [Optional] Panorama runs a survey coordinator training for campus representatives 	2-4 weeks after contract execution (depending on preference of LEA)
Survey Administration	<ul style="list-style-type: none"> • Survey window is open for all stakeholders to complete responses online • Panorama provides a live response rate dashboard 	4-9 weeks after contract execution (depending on preference of LEA)

<p>Report Distribution</p>	<ul style="list-style-type: none"> • Panorama walks through survey results with district leadership team • Panorama supports LEA with rolling survey reports out to desired staff 	<p>2 weeks after closing survey administration window</p>
<p>Survey Review and Feedback</p>	<ul style="list-style-type: none"> • Partnership call to debrief on survey administration in order to identify areas of strength and weakness in preparation for the next survey administration 	<p>2-4 weeks after closing survey administration window</p>

4. Project Budget/ Contract Funding/ Payment Terms/ Application Process

1) Application Process

- a) USBE will run an application process for all LEAs and schools who are requesting to be part of the pilot.
- b) The applications will be vetted by USBE for approval before it is approved.
- c) USBE will issue awards to LEAs for schools to participate in the pilot.
- d) USBE will issue a DO indicating which LEAs have been approved by USBE to the LEAs and Panorama.

2) Budget & Funding

Student Success Early Warning System licenses:

- a) The state has appropriated \$250,000 annually for implementation of the Early Warning System for participating LEAs. Each school will cost \$4,000.
- b) The FIRM FIXED PRICE for USBE’s obligation under this Contract is not to exceed \$1,250,000.00.
- c) Panorama shall invoice USBE against the DO issued at a rate of up to \$2,000 per school for a maximum of \$250,000 per year.
- d) Panorama will invoice each LEA for the balance of up to \$4,000 per school.
- e) Each participating LEA will be responsible to make payment of their portion of the balance, in accordance with the information below.
- f) Additional services related to this effort may be added to this contract only by amendment, signed by both parties.

Teacher and Staff Surveys and Adult SEL licenses:

- a. The platform license for Teacher and Staff Surveys and Adult SEL will cost \$.90 per student multiplied by the enrollment of each participating school within an LEA (e.g., it would cost an LEA with 7 participating schools collectively enrolling 6,150 students a total of \$5,535).
- b. The minimum cost for any given LEA for an annual Teacher and Staff Surveys and Adult SEL license will be \$5,000.
- c. Panorama will invoice each LEA that licenses the Teacher and Staff Surveys and Adult SEL
- d. Each participating LEA will be responsible to make payment of their portion of the balance, in accordance with the information below.

3) Invoicing

- a) Panorama shall submit monthly invoices electronically to the USBE email account at invoices@schools.utah.gov and the program manager for all goods and/or services provided in accordance with the terms on the agreement. Invoices will not be considered for payment if submitted by another method.
- b) For LEA invoices, Panorama will submit a separate invoice to the identified address.
- c) Invoices shall include the following:
 - i) Contractor Name
 - ii) Uniquely identifiable invoice number
 - iii) Invoice date
 - iv) Contract Number and DO number
 - v) Recipient Entity's contact information (phone number and email address)
 - vi) Contractor's authorized signature
 - vii) Date(s) goods/services were provided
 - viii) Description of goods and/or services for which payment is requested
 - ix) Dollar amount requested.
- d) Invoices submitted by Contractor to USBE without the required information will not be paid and shall be returned to the Contractor for completion.
- e) All payments made to the Contractor under this agreement shall be made in the name of the Contractor, as it appears in this agreement. All payments will be sent to the Contractor will be sent to the address for the Contractor as it appears in the agreement. Changes to the information identified in this section must be requested in writing.
- f) To obtain payment for the goods and/or services authorized by this agreement, Contractor shall submit the itemized invoice together with supporting documentation of work performed.

- g) USBE reserves the right to question or seek clarification for any cost invoiced if the invoice is not supported by proper documentation.
- h) Contractor may be required to repay USBE if, during or after the contract period, an audit or other review determines that payments made by USBE to Contractor were incorrectly paid or were based on incorrect information received from the Contractor. USBE reserves the right to withhold any or all subsequent payments to the Contractor until the incorrect amounts paid have been fully recovered.

Attachment D: Cooperative Contract Information

A) Additional Terms and Conditions:

- 1) **DEFINITIONS:** “Eligible User(s)” means those authorized to use this Cooperative Contract and is limited to Local Education Agencies, which includes school districts, charter schools, Utah Schools for the Deaf and the Blind, and any other entity that the Utah State Board of Education has authority over.
- 2) **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Procurement Item(s) to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time of the invoice. It is Contractor’s obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.
- 3) **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah’s Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Eligible User from all claims and all liability to the Contractor. An Eligible User’s payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the Eligible User may have against Contractor. Contractor shall not charge Eligible Users electronic payment fees of any kind.
- 4) **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
- 5) **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Contract.
- 6) **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. USBE is not responsible for any unpaid invoice.

- 7) **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
- 8) **END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion or termination of this Contract. An End User Agreement must reference this Contract, and it may not be amended or changed unless approved in writing by USBE. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
- 9) **REPORTS:** Contractor agrees to provide an annual utilization report, reflecting number of licenses in each category to Eligible Users during the period. The report will show the dollar volume of purchases by each Eligible User. Reports are due by December 31 of each year to the program contact.

B) Cost for Cooperative Contract Users

Eligible Users will pay the same rates as identified the contract.



UTAH STATE BOARD OF EDUCATION

CONTRACT AMENDMENT

Amendment:2 To Contract: USBE210049MA

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, Utah State Board of Education, referred to as "State Entity" or "USBE", and Panorama Education, Inc. VC217352, referred to as "Contractor".

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. Contract Period:

Original Starting Date: 1/8/2021
Current Ending Date: 6/30/2026
New Ending Date: N/A

2. Contract Amount:

Current Contract Amount: \$2,500,000.00 USBE's maximum obligation is \$1,250,000.00
Amendment Amount: \$192,000.00
New Contract Amount: \$2,692,000.00 USBE's maximum obligation is \$1,442,000.00

3. Other changes:

Additional funding to be used to support additional participating schools. Funding may be used to cover the full cost of the first year of participation in the program (i.e., up to \$4,000 per school).

4. Effective Date of Amendment: 3/4/2022

All other conditions and terms in the original contract and previous amendments remain the same.

THE PARTIES, INTENDING TO BE LEGALLY BOUND, have executed this amendment on the date first set forth above.

CONTRACTOR

Katie Mallett

03 / 04 / 2022

Contractor's signature

Date

Katie Mallett on behalf of Panorama Education

Type or Print Name and Title

STATE

Scott Jones

Digitally signed by Scott Jones
Date: 2022.03.16 21:09:16 -06'00'

Agency's signature

Date

Scott Jones, Deputy Superintendent of O|

Type or Print Name and Title

Zac Christensen	801-538-753	Zac.christensen@schools.utah.gov
Agency Contact Person	Telephone Number	Email
Solicitation Number: USBE-AH22134-AMD		

TITLE	For Signature: USBE Funding Amendment
FILE NAME	USBE210049MA Amd....ama Education.pdf
DOCUMENT ID	7b3d26dac755656dde72ad80121ee92f1fd7b7d0
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03 / 04 / 2022

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IP: 24.147.208.208



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03 / 04 / 2022

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03 / 04 / 2022

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UTAH STATE BOARD OF EDUCATION

CONTRACT AMENDMENT

Amendment: 3 To Contract: USBE210049MA

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, Utah State Board of Education, referred to as "State Entity" or "USBE", and Panorama Education, Inc., referred to as "Contractor".

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. Contract Period:

Original Starting Date: 1/8/2021

Current Ending Date: 6/30/2026

New Ending Date: N/A

2. Contract Amount:

Current Contract Amount: \$2,692,000.00 USBE's maximum obligation is \$1,442,000.00

Amendment Amount: \$1,800,000.00

New Contract Amount: \$4,492,000.00 USBE's maximum obligation is \$3,242,000.00

3. Other changes:

Attachment C– Scope of Work shall be amended to remove the DO requirement and indicate that USBE will provide annual documentation of each participating school to Contractor, and Contractor will include that list each time they submit an invoice to clearly indicate the schools for which they are invoicing.

4. Effective Date of Amendment: 7/1/2022

All other conditions and terms in the original contract and previous amendments remain the same.

THE PARTIES, INTENDING TO BE LEGALLY BOUND, have executed this amendment effective on the date set forth above.

CONTRACTOR

Michael Reynolds

07 / 26 / 2022

Contractor's signature

Date

STATE

Scott.Jones@school
s.utah.gov

Digitally signed by
Scott.Jones@schools.utah.gov
Date: 2022.08.15 16:22:47 -07'00'

Agency's signature

Date

Senior Manager of Contract Operations

Type or Print Name and Title

Scott Jones, Deputy Superintendent of Operations

Type or Print Name and Title

Adam Herd	801-538-7879	Adam.Herd@schools.utah.gov
Agency Contact Person	Telephone Number	Email
Sol. #: USBE-MI23010-AMD		
Solicitation Number:		

TITLE	Utah State Board of Education RFP Amendment
FILE NAME	USBE210049MA Amd....Education (1).pdf
DOCUMENT ID	8222787495cc3d7295c904e43780d78bc7b0325c
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STATUS	● Signed

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07 / 25 / 2022

19:45:58 UTC

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 IP: 38.92.35.189



SIGNED

07 / 26 / 2022

13:35:35 UTC

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 IP: 38.124.110.30



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07 / 26 / 2022

13:35:35 UTC

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UTAH STATE BOARD OF EDUCATION

CONTRACT AMENDMENT

Amendment: 4 To Contract: USBE210049MA

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, Utah State Board of Education, referred to as "State Entity" or "USBE", and Panorama Education, Inc., referred to as "Contractor".

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. Contract Period:

Original Starting Date: 1/8/2021

Current Ending Date: 6/30/2026

New Ending Date: N/A

2. Contract Amount:

Current Contract Amount: \$4,492,000.00 USBE's maximum obligation is \$3,242,000.00

Amendment Amount: N/A

New Contract Amount: N/A

3. Other changes:

Attachment C: Scope of Work shall be amended to add the following product as an option for LEAs to procure:

Product: Mesa Cloud – platform that automates the transcript and schedule audit process for counselors and student schedulers.

Cost: License Fee - \$3.00 per student per year; Onboarding/Integration Fee - \$10,000.

4. Effective Date of Amendment: 12/14/2023

All other conditions and terms in the original contract and previous amendments remain the same.

THE PARTIES, INTENDING TO BE LEGALLY BOUND, have executed this amendment effective on the date set forth above.

CONTRACTOR

Michael Reynolds 12 / 15 / 2023

Contractor's signature Date

Michael Reynolds Director of Legal

Type or Print Name and Title

STATE

Scott Jones 12 / 18 / 2023

Agency's signature Date

Scott Jones Deputy Superintendent of i

Type or Print Name and Title

Adam Herd	801-538-7879	Adam.Herd@schools.utah.gov
Agency Contact Person	Telephone Number	Email
Sol. #: USBE-AH24100-AMD		
Solicitation Number:		

Title	Panorama Amendment for Signature
File name	USBE210049MA Amd....ama Education.pdf
Document ID	2e6de9ed5fd34cd4c33d1f06a8ab28445d7c22af
Audit trail date format	MM / DD / YYYY
Status	● Signed

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SENT

12 / 15 / 2023

14:26:44 UTC

Sent for signature to Michael Reynolds (mreynolds@panoramaed.com) and Scott Jones (scott.jones@schools.utah.gov) from jruff@panoramaed.com
IP: 150.220.84.219



VIEWED

12 / 15 / 2023

14:28:54 UTC

Viewed by Michael Reynolds (mreynolds@panoramaed.com)
IP: 38.126.9.162



SIGNED

12 / 15 / 2023

14:29:27 UTC

Signed by Michael Reynolds (mreynolds@panoramaed.com)
IP: 38.126.9.162



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12 / 18 / 2023

20:51:15 UTC

Viewed by Scott Jones (scott.jones@schools.utah.gov)
IP: 67.177.11.145



SIGNED

12 / 18 / 2023

20:52:00 UTC

Signed by Scott Jones (scott.jones@schools.utah.gov)
IP: 67.177.11.145



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