

# SERVICE ORDER



**Perris Union High School District (CA)**  
**155 E 4TH St**  
**Perris / CA / 92570**

**Panorama Education, Inc.**  
**24 School St, Fourth Floor**  
**Boston, MA 02108**  
**Contact:**  
Account Management Team  
[contact@panoramaed.com](mailto:contact@panoramaed.com)  
(617) 356-8123

**Primary Contact Name:** Sylvia Hinojosa  
**Primary Contact Phone Number:** 909-943-6369 Ext. 80231  
**Primary Contact Email Address:** [sylvia.hinojosa@puhsd.org](mailto:sylvia.hinojosa@puhsd.org)

**Effective Date:** Date agreement is counter-signed by all parties.  
**Contract Term:** 12 Months  
**Invoiced on Effective Date, Net 30**

<b>(1) Description of Services and (2) Fees</b>	
<b><u>Licenses/Services</u></b>	<b><u>Fees Over Term</u></b>
<b>Student Success Platform:</b> Behavior Analytics; Core Assessments; Interventions and Progress Monitoring; SIS Integration;	<b>\$ 47,250.00</b>
<b>Family Surveys</b>	<b>\$ 10,500.00</b>
<b>Teacher and Staff Surveys</b>	<b>\$ 7,875.00</b>
<b>Student Surveys &amp; Check-Ins</b>	<b>\$ 47,250.00</b>
<b>Foundations Teaching &amp; Learning Package (2 Virtual Sessions)</b>	<b>\$ 3,000.00</b>
<b>Total Over Contract Term:</b>	<b>\$ 115,875.00</b>

**(3) Agreement****(4) Supplemental Terms and Conditions (if any)****(5) Client Accounts Payable Information**

<i>Accounts Payable Contact Name</i>	Fiscal Services
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<i>Accounts Payable Phone Number</i>	(909) 943-6369
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<i>Accounts Payable Email Address</i>	fiscal@puhsd.org
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<i>Purchase Order Required?</i>	Yes [ <input checked="" type="checkbox"/> ]	No [ <input type="checkbox"/> ]
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**Authorization**

By signing below, Client and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.

Client Signature:	Print Name, Title:	Date:

Panorama Signature:	Print Name, Title:	Date:

**ED TECH JPA PURCHASE AGREEMENT:  
RFP No. 20/21-03 Social and Emotional Learning Assessment System**

This Purchase Agreement (this "PA"), is made as of May 18, 2023 (the "Effective Date"), by and between the Perris Union High School District ("PARTICIPANT") and Panorama Education, Inc. ("VENDOR").

**BACKGROUND**

A. Education Technology JPA ("ED TECH JPA") is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California Government Code Sections 6500-6536. ED TECH JPA aggregates purchasing power and expertise for its Associate Members across California.

B. ED TECH JPA establishes its contracts for products and services through the following process:

1. On February 17, 2021 ED TECH JPA issued a Request for Proposal for Social and Emotional Learning Assessment System (the "RFP") on behalf of ED TECH JPA members. ED TECH JPA invited qualified vendors to submit pricing products and services in response to the RFP.

2. ED TECH JPA published the RFP on its Website and in a local periodical.

3. ED TECH JPA received one or more responses to the RFP. ED TECH JPA evaluated all responses which complied with the terms of the RFP, using the following criteria: Functionality and Usability, Vendor Support and Ability to Perform, Price, and Technology Requirements.

4. ED TECH JPA selected VENDOR for an award under the RFP for Request for Proposal for Social and Emotional Learning Assessment System (the "Products") and thereafter entered into a Master Agreement (MA) to establish the terms by which Associate Members of the ED TECH JPA may purchase products from Vendor. The RFP, Vendor's proposal in response to the RFP, the Master Agreement, and the California Student Data Privacy Agreement are hereby incorporated herein by this reference

C. A California public entity using the ED TECH JPA RFP to buy Products is a "Participant" or "Participating Associate Member".

D. PARTICIPANT has completed its own due diligence regarding the suitability of VENDOR and Products for Participant's needs.

E. The parties are entering this PA to establish the terms and conditions of the purchase by Associate Member pursuant to that Master Agreement.

**AGREEMENT**

Now, therefore, for good and valuable consideration, the parties agree as follows.

## **1. PARTICIPATION IN MASTER AGREEMENT**

This PA is subject to the terms of the RFP and the corresponding MA between ED TECH JPA and VENDOR, which are incorporated herein by this reference. VENDOR and PARTICIPANT agree (a) to the terms and conditions of the RFP and the MA covering the requested Products, (b) any additions or deletions to Products listed on this PA shall be promptly executed through an amendment to this PA, signed by VENDOR and PARTICIPANT.

VENDOR agrees as follows:

Vendor acknowledges that each PARTICIPANT is responsible for (a) completing their own due diligence regarding the suitability of VENDOR, (b) prior to executing a Purchase Agreement, Associate Members will work with a VENDOR representative to establish an Implementation Plan with the Participating Associate Member, as further described in Section 2.3 of the RFP, and (c) an Associate Member is not bound to a purchase until it has obtained approval from its Board and executed this Purchase Agreement with the VENDOR for the product. VENDOR further acknowledges and agrees (c) by entering into one or more Purchase Agreements with PARTICIPANT, VENDOR is has agreed to the delivery terms for Products as established in the Implementation Plan and VENDOR will faithfully carry out timely implementation of the Products with PARTICIPANT. Order details, including an Additional Services, and the parties' Implementation Plan are attached hereto as Exhibit A.

PARTICIPANT agrees as follows:

PARTICIPANT acknowledges and agrees that (a) it has performed its own due diligence in selecting the VENDOR's Product and its suitability to Participant's needs, including using price as a significant factor, (b) VENDOR has provided a suitable Implementation Plan to Participant outlining all necessary dates and Participant needs, and (c) it will pay the costs as quoted by VENDOR in the RFP and the MA.

## **2. COMPLIANCE WITH APPLICABLE LAW**

VENDOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to VENDOR, VENDOR's business, the Products, equipment and personnel engaged in Products covered by this PA or accruing out of the performance of such Products. If VENDOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, VENDOR shall bear all costs.

## **3. DATA PRIVACY**

VENDOR agrees that all products and services are fully compliant with all applicable requirements including all state and federal laws. VENDOR has executed the California Student Data Privacy Agreement (CSDPA), attached to the RFP as Appendix E.

## **4. PERMITS/LICENSES**

VENDOR and all VENDOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Products pursuant to this PA.

## 5. INSURANCE

VENDOR shall insure VENDOR's activities in connection with the Products under this PA and agrees to carry insurance as specified in the RFP to ensure VENDOR's ability to adhere to the indemnification requirements under this PA.

## 6. PRODUCT ADDITIONS/DELETIONS

VENDOR may add or delete Products introduced or removed from the market by the manufacturer under the following conditions:

- A) Deleted Products has been discontinued and is no longer available from the manufacturer;
- B) Added Products are either a direct replacement or substantially equivalent to original products listed in the RFP, VENDOR's Proposal, the Master Agreement and/or any Purchase Agreements, or Added Products are enriched capabilities, new modules, technology advancements, and/or service categories within the Education Intelligence and Analytics solution that VENDOR did not have at the time the RFP Proposal was submitted;
- C) VENDOR has obtained prior written Board approval from ED TECH JPA;
- D) VENDOR receives an executed Amendment to the Master Agreement;
- E) VENDOR has obtained prior written Board approval from Participating Associate Members; and
- F) VENDOR receives an executed Amendment to the Purchase Agreement.

## 7. INVOICING FOR SERVICES

The RFP Number and Name shall appear on each purchase order and invoices for all purchases placed under this Purchase Agreement. Unless otherwise agreed upon by both parties in writing, signing a delivery and acceptance certificate constitutes acceptance of the Products and allows VENDOR to invoice for the Products. ED TECH JPA does not guarantee timely payment. The Purchase Agreement is between VENDOR and PARTICIPANT.

## 8. CONTRACT MANAGEMENT

- A. The primary VENDOR contract manager for this Purchase Agreement shall be as follows:

**Name:** Panorama Education, Inc.

**Attn:** Katie Mallett

**Address:** 24 School Street, 4th Floor, Boston, MA 02108

**Email:** kmallett@panoramaed.com

**Phone:** 617-356-8123

- B. The primary Participant contract manager for this Purchase Agreement shall be as follows:

**Name:** Perris Union High School District

**Attn:** Sylvia Hinojosa

**Address:** 155 E. 4th Street, Perris, CA 92570

**Email:** sylvia.hinojosa@puhsd.org

**Phone:** 951-943-6369

C. The primary ED TECH JPA contract manager for this Purchase Agreement shall be as follows:

Education Technology JPA

Attn: Michelle Bennett

5050 Barranca Parkway

Irvine, CA 92604

[MichelleBennett@iusd.org](mailto:MichelleBennett@iusd.org)

949-936-5022

D. Should the contract administrator information change, the changing party will provide written notice to the affected parties with the updated information no later than ten (10) business days after the change.

## **9. INDEMNIFICATION**

VENDOR will defend, indemnify and hold harmless Participating Associate Members and ED TECH JPA and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the product infringes or misappropriates the proprietary or intellectual property rights of such third party, except to the extent that such infringement results from (A) PARTICIPANT's misuse of the product, (B) modifications to the product, or (C) PARTICIPANT continuing the allegedly infringing activity after VENDOR has provided PARTICIPANT with modifications that would have avoided the alleged infringement; (ii) that results from the negligence or intentional misconduct of VENDOR or its employees or agents; or (iii) that results from any breach of any of the representations, warranties or covenants contained herein by VENDOR. If the product becomes or, in VENDOR's opinion, is reasonably likely to become the subject of any injunction preventing use as contemplated herein for the reasons stated in this Section 9, VENDOR, or its designee, may, at its option, (i) procure for PARTICIPANT the right to continue using the product, (ii) replace or modify the product so that it becomes non-infringing without substantially compromising its functionality, or, if (i) and (ii) are not reasonably available to VENDOR, then (iii) terminate this Agreement as to the infringing product, require the return of the allegedly infringing product and/or refund to PARTICIPANT a portion of the License Fees paid by PARTICIPANT in respect of the product depreciated on a straight-line basis over one (1) year from the Effective Date. VENDOR agrees to notify ED TECH JPA and Participating Associate Member in the event of any claim against VENDOR alleging intellectual property infringement regarding Products and Services listed in the RFP. VENDOR agrees to notify ED TECH JPA of any claims against VENDOR by any Participating Associate Member.

(b) By PARTICIPANT. To the extent permitted under applicable law, PARTICIPANT agrees to defend, indemnify and hold harmless VENDOR and ED TECH JPA and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the negligence or intentional misconduct of PARTICIPANT or its employees or agents or (ii) any breach of any of the representations, warranties or covenants contained herein by PARTICIPANT.

(c) **DISCLAIMER OF LIABILITY.** ED TECH JPA does not provide assurance or warranty to VENDOR or PARTICIPANT with respect to issues arising under this PA, including Participant's payments to VENDOR. ED TECH JPA will not represent VENDOR or PARTICIPANT in the resolution of disputes arising under this PA.

**10. ATTORNEYS' FEES**

If any action at law or in equity is brought to enforce or interpret the provisions of this PA, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which the party may be entitled.

**11. SEVERABILITY**

In the event that any provision of this PA is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this PA will be affected by such holding, and all of the remaining provisions of this PA will continue in full force and effect.

**12. ASSIGNMENT**

Neither party may assign its rights and obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Orders Forms and SOWs), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. An "Affiliate" for purposes of this Section 12 shall mean any entity which directly controls, is under common control with, or is directly or indirectly controlled by the party seeking to assign its rights and obligations hereunder.

**13. DEFAULTS**

In the event that VENDOR defaults in its obligations under this PA, and if such default is not cured within 30 days after notice of the default from PARTICIPANT to VENDOR, then PARTICIPANT may pursue any available remedies against VENDOR, including but not limited to termination of this PA.

**14. GOVERNING LAW AND VENUE**

THIS PA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS IN THE COUNTY WHERE PARTICIPANT IS LOCATED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS PA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**PROVISIONS REQUIRED BY LAW:** VENDOR acknowledges that it has conducted and performed the required research to become aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement

activities and transactions covered by this PA. These provisions of law and any clause required by law that is associated with this transaction will be read and enforced as though it were included herein.

**15. NOTICES**

All notices under this PA must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) the next business day after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) upon receipt by facsimile as established by evidence of successful transmission, (d) when emailed to the receiving party at the receiving party's assigned email address with delivery receipt requested, upon electronic confirmation the transmission has been delivered, or (e) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly addressed to the addresses set forth on the signature page to this PA, or at such other addresses as either party may subsequently designate by notice.

**16. COUNTERPARTS**

This PA may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the PA, and the PA shall not be binding on any party until all Parties have signed it.

**17. AUTHORIZED SIGNATURE**

The individual signing this PA warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the PA and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

**18. TERM & TERMINATION**

The term of this PA (the "Term") shall commence on the Effective Date and shall expire after a period of \_\_\_\_\_ years. The parties understand that PARTICIPANTS ordering Products pursuant to the Master Agreement may extend for multiple years after the Term of the Master Agreement, upon mutual written consent of both parties, for a term not to exceed five years. The expiration or termination of the Master Agreement shall not affect VENDOR's obligation to deliver Products as ordered by PARTICIPANTS pursuant to this PA.

**TERMINATION OF CONTRACT**

Without limiting any rights or remedies which PARTICIPANT may have in the event of any default by VENDOR, PARTICIPANT shall have the right, upon fifteen (15) days' prior written notice to VENDOR, to terminate this PA at any time and without cause prior to complete delivery. Such termination shall be without any obligation or liability to VENDOR other than payment of charges for the value of work performed, and for necessary expenditures which can be established by VENDOR as having been reasonably incurred prior to the time that notice of termination is given. In no event shall the termination charges exceed the purchase price of the equipment/services. In the event of any termination, PARTICIPANT shall be entitled to all materials, work in process, and completed work included as value of work performed and necessary expenditures in determining the charges referred to above and paid by PARTICIPANT. VENDOR agrees to allow mutual contract termination in whole or in part, in the event that PARTICIPANT does not allocate funding for the continuation of this contract or any portion thereof. In the event of termination due



to non-allocation of funds, both parties shall be held without fault and there shall be no financial consequences assessed as a penalty on either party.

**19. SURVIVAL**

The parties' respective obligations under the following sections of this PA shall survive any termination of this PA: Sections 6 through 12, covering Administrative Fee, Indemnification, Attorneys' Fees, Severability, Defaults, Governing Law, and Notices.

**20. EXHIBITS**

This PA includes all documents referenced herein, whether attached hereto or otherwise incorporated by reference.

**21. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE.** This Agreement is the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in VENDOR's Proposal, an invoice, or in any other documentation, will be incorporated into or form any part of this Agreement, and all such terms or conditions will be void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) any exhibit, schedule, or addendum to this Agreement and (2) the body of this Agreement.

**22. ADDITIONAL INSURED ENDORSEMENT LANGUAGE**

Any general liability policy provided by VENDOR hereunder shall contain an endorsement which applies its coverage to PARTICIPANT, members of PARTICIPANTS's board of trustees, and the officers, agents, employees and volunteers of PARTICIPANT, individually and collectively, as additional insureds.

"Perris Union High School District \_\_\_\_\_, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

**IN WITNESS WHEREOF, the parties have executed this Purchase Agreement as of the Effective Date.**

Perris Union High School District

Panorama Education, Inc.

\_\_\_\_\_  
**By:** Sylvia Hinojosa  
**Its:** Director of Purchasing

\_\_\_\_\_  
**By:**  
**Its:**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

Exhibit A

**Order Information and Implementation Plan**

## ADDENDUM TO PURCHASE AGREEMENT

This ADDENDUM TO PURCHASE AGREEMENT (“Addendum”) by and between Panorama Education, Inc. (“VENDOR”) and May 18, 2023 (“PARTICIPANT”), is entered into on Perris Union High (the “Effective Date”), with reference to the facts set forth below. VENDOR and PARTICIPANT agree to amend the terms and conditions of the Purchase Agreement, upon and subject to the terms and conditions of this Addendum. In the event of a conflict of terms between the Purchase Agreement and this Addendum, this Addendum shall prevail. Initial capitalized terms not otherwise defined herein shall have the meaning set forth in the Master Agreement, Purchase Agreement and in RFP No 20/21-03 Social and Emotional Learning Assessment System.

NOW THEREFORE, in consideration of the mutual covenants, promises, representations, warranties, and conditions set forth herein, VENDOR and PARTICIPANT hereby agree as follows:

1. **Revised Terms.** The Purchase Agreement shall be amended as follows.

a) VENDOR and PARTICIPANT agree that a new Section 23 of the Purchase Agreement shall read as follows:

Panorama is an education technology company that provides a cloud-based platform-as-a-service and related support services to enable schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents or authorized guardians (“Platform”).

### 23.1 RIGHT TO USE PLATFORM

(a) Platform. Subject to this Agreement, VENDOR hereby grants PARTICIPANT (including PARTICIPANT’s students, employees, and parents and authorized guardians of PARTICIPANT’s students, all as applicable and described in the relevant description of services (“Authorized Users”), the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for PARTICIPANT’s use, in accordance with applicable laws and regulations and the Platform’s intended uses as communicated to PARTICIPANT by VENDOR.

(b) Limitations. Except as expressly permitted in the Agreement, PARTICIPANT will not itself, and will not authorize or allow any third party to: (a) provide access to the Platform to any person who is not an Authorized User; (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (c) modify, translate or create derivative works based on the Platform; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (e) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (g) remove or obscure any proprietary notices or

labels of VENDOR or its suppliers on the Platform or on any printed or digital materials provided by VENDOR.

(c) Demand for Cure: In the event that Panorama learns that PARTICIPANT is violating the limitations found in the preceding paragraph Panorama shall send the PARTICIPANT a Demand for Cure whereby PARTICIPANT shall, within ten (10) days, cease and correct its violating actions, including the destruction of any derivative work. The Demand for Cure is not required where the Participant conduct violate subsections (d), ( e ) and (f) above.

PARTICIPANT will itself, and will instruct its Authorized Users to: (i) provide Participant PII in compliance with this Agreement, applicable federal, state and local laws and regulations; (ii) prevent unauthorized access to or use of the Platform; and (iii) notify VENDOR promptly of any known or suspected unauthorized access or use. PARTICIPANT will reasonably assist VENDOR in all efforts to investigate and mitigate the effects of any such incident. Upon expiration or any termination for any reason of the Agreement, all rights granted to PARTICIPANT and all obligations of VENDOR will immediately terminate and PARTICIPANT will promptly cease use of the Platform. This termination shall not excuse VENDOR from complying with any applicable sections of the NDPA-CA executed by and between VENDOR and Ed Tech JPA dated September 15, 2021.

## 23.2 LIMITATIONS OF LIABILITY

Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT OR ANY ASSOCIATED AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) PARTICIPANT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 23.1 HEREIN (RIGHT TO USE PLATFORM) AND (B) THE PARTIES' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9(i) HEREIN, AS APPLICABLE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR ANY ASSOCIATED AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) PARTICIPANT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 23.1 HEREIN (RIGHT TO USE PLATFORM) AND FAILURE TO CURE THEREIN AS SPECIFIED AND (B) THE PARTIES' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9(i) HEREIN, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY PARTICIPANT TO VENDOR UNDER THIS AGREEMENT. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT OR ANY ASSOCIATED AGREEMENT, VENDOR'S LIABILITY FOR ALL CLAIMS RELATING TO DATA SECURITY OR PRIVACY, REGARDLESS

OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED TWO TIMES THE AGGREGATE FEES PAID BY PARTICIPANT TO VENDOR UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

### 23.3 INTELLECTUAL PROPERTY

PARTICIPANT Data. As between PARTICIPANT and VENDOR, PARTICIPANT owns data input into the Platform, or otherwise provided to VENDOR by PARTICIPANT and Authorized Users, that constitutes personally identifiable information (as defined under FERPA), such as student survey responses reported on an individual level, (“PARTICIPANT PII”) and (b) any other data and content input into the Platform, or otherwise provided to VENDOR by PARTICIPANT and Authorized Users or on their behalf, such as survey questions, (“Non-PII” and together with PARTICIPANT PII “PARTICIPANT Data”). PARTICIPANT hereby grants VENDOR: (i) a nonexclusive, worldwide, royalty free, fully paid up, non-transferable (except as needed by Vendor’s authorized contractors) right and license during the Term to copy, distribute, display, create derivative works of and use PARTICIPANT Data solely to the extent necessary to perform VENDOR’s obligations under this Agreement; (ii) a perpetual, irrevocable right and license to create aggregated, non-personally identifiable data sets (“Blind Data”) and copy, distribute, display, create derivative works of and use Blind Data for benchmarking, research or development purposes, including published research; and (iii) a perpetual, irrevocable right and license to copy, distribute, display, create derivative works of and use Non-PII, for any and all purposes, in any form, media or manner. PARTICIPANT reserves any and all right, title and interest in and to PARTICIPANT Data other than the licenses therein expressly granted to VENDOR under this Agreement.

VENDOR Intellectual Property. VENDOR retains all right, title and interest in and to the Platform, including but not limited to learning content, teaching materials, survey questions, feedback and input from PARTICIPANT with respect to the Platform excluding PARTICIPANT PII (“Feedback”), underlying research and methodologies (by whomever produced except to the extent PARTICIPANT produced such material other than Feedback), all copies and parts of any of the foregoing, and all intellectual property rights therein. VENDOR grants no, and reserves any and all, rights other than the rights expressly granted to PARTICIPANT under this Agreement with respect to the Platform.

2. **Continuing Effect.** Except as otherwise expressly modified herein, all terms and conditions of the Purchase Agreement shall remain in full force and effect. To the extent there is a conflict between this Addendum and the Purchase Agreement, this Addendum shall control.

3. **Counterparts.** This Addendum may be executed in multiple counterparts, each of which shall be deemed an original and, together shall constitute one document.

**//Signatures on Following Page//**

IN WITNESS WHEREOF, VENDOR and PARTICIPANT have executed this Addendum to Purchase Agreement as of the Effective Date.

May 18, 2023

Panorama Education, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: Sylvia Hinojosa

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

830-1/6168853.1

**STANDARD STUDENT DATA PRIVACY  
AGREEMENT**

**CA-NDPA Standard  
Version 1.0 (10.22.20)**

Education Technology Joint Powers Authority

and

Panorama Education, Inc.

September 15, 2021

This Student Data Privacy Agreement ("DPA") is entered into on September 15, 2021 (the "Effective Date") and is entered into by and between:

Education Technology Joint Powers Authority, located at 5050 Barranca Parkway, Irvine, CA 92604 (the "Local Education Agency" or "LEA") and Panorama Education, Inc., located at 24 School Street, 4th Floor, Boston, MA 02108 (the "Provider").

**WHEREAS**, the Provider is providing educational or digital services to LEA.

**WHEREAS**, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. § 1232g (34 CFR Part 99), the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), and applicable state privacy laws and regulations

and

**WHEREAS**, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

**NOW THEREFORE**, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the SDPC Standard Clauses hereto.

**2. Special Provisions. Check if Required**

If checked, the Supplemental SDPC State Terms attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety, as agreed upon by the parties.

If Checked, the Provider, has signed **Exhibit "E"** to the SDPC Standard Clauses, otherwise known as General Offer of Privacy Terms

3. In the event of an express conflict between the SDPC Standard Clauses and the Special Provisions, the latter will control. In the event there is an express conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider's terms of service or privacy statement, the terms of this DPA shall control.
4. This DPA shall stay in effect for three (3) years. Exhibit E will expire three (3) years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "Services").
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.



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The designated representative for the LEA for this DPA is:

Name: Diana Lav Title: Account Executive

Address: 24 School Street, 4<sup>th</sup> Floor, Boston, MA 02108

Phone: (617) 925 5749 Email: dlav@panoramaed.com

The designated representative for the Provider for this DPA is:

Name: Michelle Bennett Title: Procurement Specialist

Address: 5050 Barranca Parkway, Irvine, CA 92604

Phone: 949-936-5022 Email: MichelleBennett@iusd.org

**IN WITNESS WHEREOF**, LEA and Provider execute this DPA as of the Effective Date.

**LEA: Education Technology Joint Powers Authority**

By:  Date: 9/3/21

Printed Name: Brianne Ford Title/Position: President

**PROVIDER: Panorama Education, Inc.**

By:  Date: 09/02/2021

Printed Name: Katie Mallett Title/Position: COO

## **STANDARD CLAUSES**

Version 3.0

### **ARTICLE I: PURPOSE AND SCOPE**

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. For purposes of FERPA, in performing services pursuant to the Service Agreement, the Provider shall be considered a School Official with a legitimate educational interest, and performing institutional services or functions otherwise provided by the LEA's employees. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data.
2. **Student Data to Be Provided.** In order for Provider to perform the Services described in Exhibit "A", LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as Exhibit "B".
3. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit "C". In the event of an express conflict, definitions used in this DPA shall prevail over definitions used in any other writing, including, but not limited to the Service Agreement or Provider's privacy statement.

### **ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, in performing Services pursuant to the Service Agreement, the Provider shall be considered a School Official with a legitimate educational interest, performing institutional services or functions otherwise provided by the LEA's employees, and under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Educational Records and/or Student Data and/or correct erroneous information, and reasonable procedures for the transfer of Student-Generated Content to a personal account, consistent with the functionality of the Services. Provider shall respond in a reasonably timely manner, but in no event more than forty-five (45) days, after a written request by LEA, or pursuant to the time frame required under state law, that enables an LEA to timely respond to a request by parent, legal guardian or eligible student to view or correct their Student Data to the extent held by the Provider. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall,

at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student Generated Content to a separate account created by the student, consistent with the functionality of the Services.

4. **Law Enforcement Requests.** Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

### ARTICLE III: DUTIES OF LEA

1. **Provide Data In Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Educational Records and/or Student Data under FERPA {34 CFR § 99.31(a)(f)}, LEA shall include a specification of criteria for determining who constitutes a School Official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the Services and Student Data hosted by Provider or Subcontractor hired by Provider.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

### ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security to the extent applicable to Provider's performance of Services, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A and/or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or Personally Identifiable Information contained in the Student Data other than as directed or permitted in writing by the LEA or this DPA. This prohibition against re-disclosure shall not apply to aggregate summaries of De-Identified Data, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or Student Data disclosed to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not sell Student Data to any third party.
5. **De-Identified Data:** Provider agrees not to attempt to re-identify De-identified Student Data. De-Identified Data may be used and disclosed by the Provider for those purposes allowed under FERPA, applicable state laws, the Services Agreement, and the following purposes:
- (1) assisting the LEA or other governmental agencies in conducting research and other studies; and
  - (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer De Identified Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. For the avoidance of doubt, the transfer restriction shall not be construed as prohibiting re-disclosure of Student Data or De-Identified Data otherwise contemplated in this DPA. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.
6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to Article II, section 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D".
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

#### ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Provider's servers that store Student Data shall be located within the United States. Provider shall not knowingly store Student Data on Subprocessors' servers located outside of the United States. Upon written request of the LEA, Provider will provide a list of the locations where Student Data is stored on Provider's and/or Provider's subprocessors' servers.

2. **Audits.** No more than once a year, or following a breach under to Article V, Section 4, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the Provider's delivery of Services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal

agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and records pertaining to the Provider's delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to reasonably protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security to the extent applicable to Provider's performance of Services for LEA. The Provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in Exhibit "F". Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to Exhibit "F". Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in Exhibit "F". Provider shall provide, in the Standard Schedule to the DPA, Provider's contact information that LEA may use if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider ("Breach"), the Provider shall provide notification to LEA most expedient time possible of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made as required under applicable law within a reasonable time after the incident and when law enforcement allows notification. Provider shall follow the following process:
  - (1) The incident notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
    - i. The name and contact information of the reporting LEA subject to this section.
    - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a Breach.
    - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the Breach, (2) the estimated date of the Breach, or (3) the date range within which the Breach occurred. The notification shall also include the date of the notice.
    - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
    - v. A general description of the Breach incident, if that information is possible to determine at the time the notice is provided.
    - vi. The toll-free telephone numbers and addresses of the major credit reporting agencies, if the breach exposed a social security number or a driver's license or California identification card number.
  - (2) Provider agrees to adhere to all federal and state requirements to the extent applicable to Provider with respect to a data breach (as defined under applicable law) related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
  - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and applicable federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including Personally Identifiable Information, and agrees to provide LEA,

upon written request, with a summary of said written incident response plan.

- (4) If and as required under applicable law and/or LEA's policy, LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

#### ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**, be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

#### ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. The duty to return or destroy data in accordance with Article IV, section 6, above shall survive the termination, as will the other terms of this DPA, until the return of the destruction of the data is accomplished. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall dispose all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is express conflict between the terms of the DPA and the Service Agreement, or Provider's privacy statement, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between the Standard Clauses and the Special Provisions, the latter will prevail. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
  
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
  
7. **Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA in a reasonably timely manner. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
  
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.



**EXHIBIT "A"**

**DESCRIPTION OF SERVICES**

**[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE.  
IF MORE THAN ONE PRODUCT (RESOURCE) OR SERVICE IS INCLUDED, LIST EACH PRODUCT  
(RESOURCE) HERE]**

**Social and Emotional Learning Assessment System**

**EXHIBIT "B"**  
**SCHEDULE OF DATA**

Category of Data	Elements	Check if Used by Your System														
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc. Other application technology meta data- Please specify: <b>operating system, browser version, device type, location (from IP address)</b>	<table border="1"> <tr> <td align="center">√</td> <td></td> </tr> <tr> <td align="center">√</td> <td></td> </tr> </table>	√		√											
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Application Use Statistics	Meta data on user interaction with application	<table border="1"> <tr> <td align="center">√</td> <td></td> </tr> </table>	√													
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Assessment	Standardized test scores Observation data Other assessment data-Please specify: <b>See Note 1 below.</b>	<table border="1"> <tr> <td align="center">√</td> <td></td> </tr> <tr> <td align="center">√</td> <td></td> </tr> <tr> <td align="center">√</td> <td></td> </tr> </table>	√		√		√									
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Attendance	Student school (daily) attendance data Student class attendance data	<table border="1"> <tr> <td align="center">√</td> <td></td> </tr> <tr> <td align="center">√</td> <td></td> </tr> </table>	√		√											
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Communications	Online communications captured (emails, blog entries)	<table border="1"> <tr> <td></td> <td></td> </tr> </table>														
Conduct	Conduct or behavioral data	<table border="1"> <tr> <td align="center">√</td> <td></td> </tr> </table>	√													
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Demographics	Date of Birth Place of Birth Gender Ethnicity or race  Language information (native, or primary language spoken by student) Other demographic information-Please specify: <b>See Note 1 below.</b>	<table border="1"> <tr> <td align="center">√</td> <td align="center">√</td> </tr> <tr> <td align="center">√</td> <td></td> </tr> <tr> <td align="center">√</td> <td></td> </tr> <tr> <td align="center">√</td> <td align="center"><input type="checkbox"/></td> </tr> <tr> <td align="center">√</td> <td></td> </tr> <tr> <td align="center">√</td> <td></td> </tr> </table>	√	√	√		√		√	<input type="checkbox"/>	√		√			
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Enrollment	Student school enrollment Student grade level Homeroom Guidance counselor Specific curriculum programs Year of graduation Other enrollment information-Please specify: <b>See Note 1 below.</b>	<table border="1"> <tr> <td align="center">√</td> <td></td> </tr> <tr> <td align="center">√</td> <td></td> </tr> <tr> <td align="center">√</td> <td></td> </tr> <tr> <td align="center">√</td> <td></td> </tr> <tr> <td align="center">√</td> <td></td> </tr> <tr> <td align="center">√</td> <td></td> </tr> <tr> <td align="center">√</td> <td></td> </tr> </table>	√		√		√		√		√		√		√	
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Parent/Guardian Contact Information	Address Email Phone	<table border="1"> <tr> <td align="center">√</td> <td></td> </tr> <tr> <td align="center">√</td> <td></td> </tr> <tr> <td align="center">√</td> <td></td> </tr> </table>	√		√		√									
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Category of Data	Elements	Check if Used by Your System	
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parent / Guardian Name	First and/or Last	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Special Indicator	English language learner information	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Low income status	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Medical alerts/ health data	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Student disability information	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Other indicator information-Please specify: See Note 1 below.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student Contact Information	Address	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	State ID number	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Provider/App assigned student ID number	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Student app username	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Student app passwords	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>	<input type="checkbox"/>

	Other student work data -Please specify:		
Transcript	Student course grades		√
	Student course data		√
	Student course grades/ performance scores		√

Category of Data	Elements	Check if Used by YOUR System
	Other transcript data - Please specify: <b>See Note 1 below.</b>	✓
Transportation	Student bus assignment	✓
	Student pick up and/or drop off location	✓
	Student bus card ID number	✓
	Other transportation data - Please specify: <b>See Note 1 below.</b>	✓
Other	<p>Please list each additional data element used, stored, or collected by your application:</p> <p><b>Note 1: Data that Provider may request or require as part of providing Services is indicated in this Exhibit B. Each LEA ultimately determines the data it makes available as part of Provider's Services, and it may choose to send to Provider data not explicitly listed in Exhibit B, covered by various "Other" categories. Such data is impossible to exhaustively list, because each LEA determines the data relevant to its purpose and objectives with Provider. Provider expects each LEA to choose the subset of the data in Exhibit B to use in conjunction with Provider's Services and to provide only the information necessary for LEA's objectives and purposes.</b></p>	

None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable .	<input type="checkbox"/>
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## **EXHIBIT "C"**

### **DEFINITIONS**

**De-Identified Data and De-Identification:** Records and information are considered to be de-identified when all Personally Identifiable Information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

**Educational Records:** Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

**Metadata:** means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation. Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

**Operator:** means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this definition.

**Originating LEA:** A local education agency who executes the original DPA in its entirety with the Provider.

**Provider:** For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

**Student Generated Content:** The term "student-generated content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content, but it does not include student responses to a standardized assessment where student possession and control would undermine or compromise the validity and reliability of that assessment.

**School Official:** For the purposes of this DPA and pursuant to 34 CFR § 99.31 (a)(1)(i)(B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Educational Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re disclosure of Personally Identifiable Information from Education Records.

**Service Agreement:** Refers to the contract and/or terms of service and/or terms of use between Provider and LEA for the Services.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by LEA or its users,

students, or students' parents/guardians, that is descriptive of the student including, but not limited to,

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identifying Information contained in the student's Educational Record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Metadata that has not been stripped of direct and indirect identifiers. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Educational Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's Services shall not constitute Student Data if used in a manner allowed by this DPA.

**Subprocessor:** For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its Services, and who has access to Student Data.

**Subscribing LEA:** An LEA that was not party to the original DPA and who accepts the Provider's General Offer of Privacy Terms.

**Targeted Advertising:** means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

**Third Party:** The term "Third Party" as used in some state statutes means a provider of digital educational software or services, including cloud based services, for the digital storage, management, and retrieval of Student Data. Within this DPA, the term "Third Party" is replaced by the term "Provider."



**EXHIBIT "D"**  
**DIRECTIVE FOR DISPOSITION OF DATA**

Provider to dispose of data obtained by Provider  
pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

**[Insert categories of data here]**

Disposition is Complete. Disposition extends to all categories of data.

2. Nature of disposition

Disposition shall be by destruction or deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

**[Insert or attach special instructions]**

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable. By

4. Signature

\_\_\_\_\_  
Authorized Representative of LEA

\_\_\_\_\_  
Date

5. Verification of Disposition of Data

\_\_\_\_\_  
Authorized Representative of Company

\_\_\_\_\_  
Date

**EXHIBIT "E"**  
**GENERAL OFFER OF PRIVACY TERMS**

**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and Education Technology Joint Powers Authority ("Originating LEA") which is dated September 15, 2021, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed Exhibit "E" to Provider at the following email address:

kmallett@panorama.ed.com

PROVIDER: Panorama Education

BY: Katie Mallett Date: 9/2/2021

Printed Name: Katie Mallett Title/Position: COO

**2. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Subscribing LEA

and the Provider. **\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VI \*\***

LEA: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

SCHOOL DISTRICT NAME: \_\_\_\_\_

**DESIGNATED REPRESENTATIVE OF LEA:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

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**EXHIBIT "F"**  
**DATA SECURITY REQUIREMENTS**

**Adequate Cybersecurity Frameworks**  
**2/24/2020**

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles\* ("Cybersecurity Frameworks") that may be utilized by Provider.

**Cybersecurity Frameworks**

	<b>MAINTAINING ORGANIZATION/GROUP</b>	<b>FRAMEWORK(S)</b>
✓	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input type="checkbox"/>	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization	Information technology - Security techniques - Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)

<input type="checkbox"/>	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.eds.pex.org> for further details about the noted frameworks.

\*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

**EXHIBIT "G"**  
**Supplemental SDPC State Terms for California**  
**Version 1.0**

This Amendment for SDPC State Terms for California ("Amendment") is entered into on the date of full execution (the "Effective Date") and is incorporated into and made a part of the Student Data Privacy Agreement ("DPA") by and between: Education Technology Joint Powers Authority, located at 5050 Barranca Parkway, Irvine, CA 92604 (the "Local Education Agency" or "LEA") and Panorama Education, Inc., located at 24 School Street, 4th Floor, Boston, MA 02108 (the "Provider").

All capitalized terms not otherwise defined herein shall have the meaning set forth in the DPA.

**WHEREAS**, the Provider is providing educational or digital services to LEA, which services include: (a) cloud-based services for the digital storage, management, and retrieval of pupil records; and/or (b) digital educational software that authorizes Provider to access, store, and use pupil records; and

**WHEREAS**, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. § 1232g (34 C.F.R. Part 99); the Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. §1232h; and the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 C.F.R. Part 312), accordingly, the Provider and LEA have executed the DPA, which establishes their respective obligations and duties in order to comply with such applicable laws; and

**WHEREAS**, the Provider will provide the services to LEA within the State of California and the Parties recognizes the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable California laws and regulations, such as the Student Online Personal Information Protection Act ("SOPIPA") at California Bus. & Prof. Code § 22584; California Assembly Bill 1584 ("AB 1584") at California Education Code section 49073.1; and other applicable state privacy laws and regulations; and

**WHEREAS**, the Provider and LEA desire to enter into this Amendment for the purpose of clarifying their respective obligations and duties in order to comply with applicable California state laws and regulations.

**NOW, THEREFORE**, for good and valuable consideration, LEA and Provider agree as follows:

**Term.** The term of this Amendment shall expire on the same date as the DPA, unless otherwise terminated by the Parties.

**Modification to Article IV, Section 7 of the DPA.** Article IV, Section 7 of the DPA (Advertising Limitations) is amended by deleting the stricken text as follows:

Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; and (iii) to notify; ~~or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify teacher account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.~~ account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

**(SIGNATURES BELOW)**

**IN WITNESS WHEREOF, LEA and Provider execute this Amendment as of the Effective**

Date.

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**LEA: Education Technology Joint Powers Authority**

By: 

Date: 9/3/21

Printed Name: Brianne Ford Title/Position: President

**PROVIDER: Panorama Education, Inc.**

By: 

Date: 09/02/2021

Printed Name: Katie Mallett Title/Position: COO

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