

Purchase Order

Colorado Spgs School Dist. 11
 1115 NORTH EL PASO
 COLORADO SPRINGS CO 80903
 United States

Supplier: 0000054064
 PANORAMA EDUCATION
 109 KINGSTON ST
 5TH FLOOR
 BOSTON MA 02111-2134

Purchase Order SD11-0000048838	Date 07/06/2023	Revision	Page 1
Payment Terms Net 30	Freight Terms FOB Destination, Frt prepaid	Ship Via Use Best Shipping Method	
Buyer Julie Ann Torres	Phone/Email 719/520-2174 JULIE.TORRES@d11.org	Currency USD	

*paid
for
8/11/23*

Ship To: WAREHOUSE
 CSSD11 District Warehouse
 5260 Geiger Blvd.
 COLORADO SPRINGS CO 80915
 United States

Attention: Not Specified

Bill To: Accounts Payable
 1115 North El Paso Street
 Colorado Springs CO 80903
 United States

Tax Exempt? Y **Tax Exempt ID:** 98-02922

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	STUDENT CLIMATE SURVEYS & SEL: PLATFORM LICENSE		1.00	EA	40,344.00	40,344.00	06/30/2024
2- 1	ANNUAL LICENSES: CHECK-INS		1.00	EA	15,229.00	15,229.00	06/30/2024
3- 1	PROFESSIONAL DEVELOPMENT		1.00	EA	9,000.00	9,000.00	06/30/2024

FUNDING FROM 10-694-00-21220-050000-2017 for \$49,344 (Kathy Onley), and 10-628-00-22140-050000-0000 \$15,229 (David Khaliq)

CHANGES/MODIFICATIONS TO ORIGINAL SCOPE OF WORK SHALL BE MUTUALLY AGREED UPON BETWEEN PANORAMA AND THE DISTRICT.

SERVICES TO BE PROVIDED FROM 7/1/2023 AND COMPLETED NO LATER THAN 6/30/2024.

REFERENCE PO#0000048838 ON ALL INVOICES

DISTRICT REPRESENTATIVE KATHLEEN ONLEY, KATHLEEN.ONLEY@d11.org
 DISTRICT CONTRACTING OFFICER, JULIE TORRES, JULIE.TORRES@D11.ORG

Total PO Amount

64,573.00

Vendors must complete EFT form attached. All shipments, shipping papers, invoices, and correspondence must be identified with this Order number. Vendors must notify Contracting Officer immediately of any discrepancies with this order, including shipping costs. Products and services provided without approval of price change will be paid per this order. The terms and conditions attached apply to this order.

Authorized Signature

PANORAMA EDUCATION - SERVICE ORDER



Primary Contact Information			
Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Colorado Springs School District 11	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Valerie Scates, Executive Director of Student Success and Wellness	<i>Contact</i>	Account Management Team
<i>Billing / Payment Address</i>	2560 International Circle	<i>Billing Address</i>	24 School St. Fourth Floor
<i>City / State / Zip</i>	Colorado Springs, CO 80910	<i>City / State / Zip</i>	Boston, MA 02108
<i>Primary Contact Email Address</i>	valerie.scates@d11.org	<i>Email</i>	Contact@panoramaed.com
<i>Primary Contact Phone Number</i>	(719) 520.2570	<i>Phone</i>	(617) 356-8123
<i>Accounts Payable Contact</i>	Anna Diaz		
<i>Accounts Payable Email Address</i>	anna.diaz@d11.org		
<i>Accounts Payable Phone Number</i>	719-520-2030		
<i>Purchase Order Required?</i>	Yes [<input checked="" type="checkbox"/>] No [<input type="checkbox"/>]		
(1) Description of Services and (2) Fees			
Renewal Services & Fees			
<i>Effective Date:</i> 08/01/2023			
<i>Contract Term:</i> 08/01/2023 - 07/31/2024			
Description of Services		Fees	
Annual Licenses:		<i>Annual License Fee:</i>	\$40,344 / year
Student Climate Surveys & SEL: Platform License <ul style="list-style-type: none"> Student Surveys <p>All licenses include access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting.</p> <ul style="list-style-type: none"> Dashboards and reporting for teachers, student support staff, school administrators, and district administrators Ongoing Project Management and Technical support through the length of the contract 			
			Subtotal: \$40,344 / year
			Total Over Contract Term: \$40,344

PANORAMA EDUCATION - SERVICE ORDER



Expansion Services & Fees

Effective Date: 08/01/2023

Contract Term: 08/01/2023 - 07/31/2024

Description of Services	Fees	
<p>Annual Licenses:</p> <p>Check-ins</p> <ul style="list-style-type: none"> • Check-in surveys and reporting • Roster integration with PowerSchool <p>All licenses include access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting.</p> <ul style="list-style-type: none"> • Dashboards and reporting for teachers, student support staff, school administrators, and district administrators • Ongoing Project Management and Technical support through the length of the contract 	<p>Annual License Fee:</p>	<p>\$15,229 / year</p>
<p>Professional Development:</p> <p>In-Person Workshop (Core Offering)</p> <p>Includes a consultative planning session with a professional learning specialist and up to 6 hours (one day) of on-site facilitation for groups <50 Workshops must be scheduled at least three weeks prior to facilitation.</p> <p>Executive Briefing (Virtual)</p> <p>Includes curation and virtual presentation of insights from data, including recommended focus areas and action steps aligned to priorities.</p>	<p>Annual PD Fee:</p>	<p>\$9,000 / year</p>
<p>Subtotal: \$24,229 / year</p> <p>Total Over Contract Term: \$24,229</p>		
<p>Annual Contract Total: \$64,573 / year (Invoiced on Effective Date)</p> <p>Total Over Contract Term: \$64,573</p>		
<p>(3) Agreement</p>		
<p>The entire agreement by and between Client and Panorama ("Agreement") consists of (i) the terms set forth in this Service Order ("SO") and (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO ("Terms").</p>		
<p>(4) Supplemental Terms and Conditions (if any)</p>		
<p> </p>		
<p>Authorization</p>		

PANORAMA EDUCATION - SERVICE ORDER



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:

Exhibit A

Terms

BACKGROUND

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"). The client named on the Service Order attached hereto ("Client") and Panorama have entered into an agreement consisting of the attached Service Order, including any exhibits attached thereto, ("SO"), these terms ("Terms" and collectively with the SO, "Agreement"). From time to time hereafter, Client and Panorama may enter into additional service orders pursuant to which Client may purchase additional rights to use the Platform and receive additional services, provided that these Terms will be incorporated by reference into and apply to each such additional service order to create a separate agreement that governs each such additional service order, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to this Agreement, Panorama hereby grants Client (including Client's students, employees, and parents and authorized guardians of Client's students, all as applicable and described in the relevant SO, ("Authorized Users")), the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use, in accordance with applicable laws and regulations and the Platform's intended uses as communicated to Client by Panorama.

1.2 Limitations. Except as expressly permitted in the Agreement, Client will not 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 or (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 Panorama or its suppliers on the Platform or on any printed or digital materials provided by Panorama.

1.3 Compliance with Laws. Panorama is responsible for compliance with federal, state local laws and regulations to the extent they govern Panorama's activities, including providing the Platform to Client. Client is responsible for compliance with federal, state and local laws and regulations to the extent they

govern Client's activities, including but not limited to the use by Client of the Platform to collect, record, retain, use and disclose any individual's information. Without limiting the foregoing, each party is responsible for determining its own obligations, including but not limited to notice and consent obligations, under the Family Educational Right to Privacy Act and its implementing regulations ("FERPA") and the Protection of Pupil Rights Act and its implementing regulations ("PPRA"). The parties agree that they intend for the collection and use of personally identifiable information (as defined under FERPA) for only legitimate educational purposes and other purposes allowed under relevant laws, including but not limited to FERPA and PPRA. Client hereby gives its consent to Panorama on behalf of parents (as defined under FERPA, PPRA and the Children's Online Privacy Protection Act ("COPPA")) of children from whom any personal information (as defined under COPPA) may be gathered in connection with this Agreement and the Platform. Panorama shall not be obligated to obtain consents from parents directly.

2 INTELLECTUAL PROPERTY; PRIVACY; SECURITY

2.1 Client Data. As between Client and Panorama, Client owns data input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users, that constitutes personally identifiable information (as defined under FERPA), such as student survey responses reported on an individual level, ("Client PII") and (b) any other data and content input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users or on their behalf, such as survey questions, ("Non-PII" and together with PII "Client Data"). Client hereby grants Panorama a nonexclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers): (i) right and license during the Term to copy, distribute, display, create derivative works of and use Client Data to perform Panorama's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client PII 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) 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. Client reserves any and all right, title and interest in and to Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

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

2.3 Client Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or

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other feedback ("Feedback") to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to: (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Panorama Privacy Policy. Panorama's Privacy Statement, as may be amended from time to time, is available at <https://www.panoramaed.com/privacy>.

2.5 Data Security and Privacy.

(a) Panorama will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of Client PII. Panorama shall: (i) use reasonable efforts to secure physical premises where Client PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Panorama to perform its obligations under this Agreement.

(b) Client will and will instruct its Authorized Users to: (i) use the Platform to collect, record, retain, use and disclose personally identifiable information only to the extent necessary for its legitimate educational purposes; (ii) otherwise provide Panorama with personally identifiable information only to the extent necessary for Panorama to provide the Platform and perform its obligations under the Agreement; (iii) input personally identifiable information into the Platform only as prescribed by Panorama and only in the fields designated by Panorama ("Structured Fields"); (iv) use reasonable efforts to prevent unauthorized access to or use of the Platform; and (v) notify Panorama promptly of any known or suspected unauthorized access or use. Client will assist Panorama in all efforts to investigate and mitigate the effects of any such incident.

(c) If during the Term or upon termination of this Agreement Client requests in writing, Panorama will delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards.

(d) Panorama shall not be responsible for any personally identifiable information input into the Platform in a manner not prescribed by Panorama or in a field that is not a Structured Field.

3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may upon written notice to Client suspend access to the Platform until such payment is made.

3.2 Taxes; Tax Exemption. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). To the extent applicable, Client will be solely responsible for payment of all Taxes and will not withhold any Taxes from any amounts due Panorama. For the avoidance of doubt, Taxes do not include taxes based on Panorama's income. Client is responsible for determining whether it qualifies for any tax exemption, and if Client claims it is tax-exempt, it will, upon request from Panorama, provide documentation evidencing its tax-exempt status.

4 TERM, TERMINATION

4.1 Term. The term of the Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO ("Term").

4.2 Expiration; Termination. In addition to any other remedies it may have, either party may terminate the Agreement prior to expiration if the other party breaches any part of the Agreement and fails to cure such breach within thirty (30) days after receiving notice thereof. Upon expiration or any termination for any reason of the Agreement: (a) Client will pay in full for use of the Platform up to and including the last day on which the Platform is provided; (b) Panorama may, without notice to Client, delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards; and (c) all rights granted to Client and all obligations of Panorama will immediately terminate and Client will promptly cease use of the Platform.

4.3 Survival. Upon expiration or termination for any reason of the Agreement, Sections 2 (Intellectual Property; Privacy; Security), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data that is not Client PII, regardless of whether it is in tangible form, disclosed by either party

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("Disclosing Party") that Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party ("Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective clients and customers, billing records, and products or services will be deemed Confidential Information of Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and this Agreement. Information will not be deemed Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; (b) becomes known (independently of disclosure by Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that certain Confidential Information may constitute valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of the Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in the Agreement. Upon Disclosing Party's written request, Receiving Party will either promptly return to Disclosing Party Disclosing Party's Confidential Information, and all embodiments thereof,

that is in Receiving Party's possession and certify such return or use reasonable efforts to delete or otherwise render inaccessible such Confidential Information and certify the same.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party or any law or regulation applicable to it, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client further represents and warrants that it has the right to provide Client Data to Panorama as well as the licenses and rights therein and thereto for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, 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 OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING

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NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, 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 CLIENT TO PANORAMA 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.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Platform with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii)

are not available on commercially reasonable terms, terminate the Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to any use by Client or Authorized Users of the Platform or Client Data in violation of the Agreement or any applicable federal, state or local law or regulation.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party ("Indemnifying Party") prompt written notice of such Action. Indemnified Party will cooperate, at the expense of Indemnifying Party, with Indemnifying Party and its counsel in the defense and Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

8.1 International. Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

8.2 Relationship. No agency, partnership, joint venture, or employment is created as a result of the Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

8.3 Publicity. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional, proposal and marketing materials.

8.4 Assignment. Neither party may assign the Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign the Agreement to an acquirer of or successor to all or substantially all of its business or assets to which the

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Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void.

8.5 Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under the Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by the Agreement.

8.6 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) ("Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate the Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.

8.7 Governance. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

8.8 Agreement. Both parties agree that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. Any additional or different terms proposed by Client, including those contained in Client's procurement order,

acceptance, vendor portal or website, shall not be valid or have any effect unless expressly incorporated into the SO and agreed upon in writing by Panorama. Neither Panorama's acceptance of Client's procurement order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication or act of Client shall be deemed acceptance thereof or a waiver of any of the terms in these Terms. If any term of the SO, including any exhibit attached thereto, expressly conflicts with a term of these Terms, the term of the SO (or if applicable the exhibit) shall prevail. If terms within the SO, including any exhibit attached thereto, and these Terms appear merely inconsistent or ambiguous, all such terms shall be given effect to the extent reasonably possible, with a term that is more specific and detailed on a certain matter prevailing over a more general term or silence on that matter. Silence in the SO, or in any exhibit attached thereto, or in these Terms, on a matter that is addressed elsewhere in the Agreement shall not be deemed to present an express conflict, inconsistency or ambiguity.

8.9 Notices. All notices under the Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.



**SERVICE ORDER
AMENDMENT**

This Amendment (the "Amendment") is entered into on the date fully signed below (the "Amendment Effective Date") by and between Panorama Education, Inc. ("Panorama"), and Colorado Springs School District 11 ("Client"), and amends that certain Service Order by and between Panorama and Client with an Effective Date of July 1, 2023 (the "Agreement"). Terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. For the sake of expediting the performance of the Agreement, the Parties may, upon mutual consent, commence certain related work prior to the Effective Date thereof. In that circumstance, the Parties hereby agree that the Terms set forth in Exhibit A of the Agreement are fully applicable to such work.
2. All other terms and conditions contained in the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Effective Date.

Panorama Education, Inc.

Colorado Springs School District 11

Signature: _____

Signature: Julie Torres

Name: _____

Name: Julie Torres

Title: _____

Title: Contracting Officer

Date: _____

Date: 06 / 21 / 2023

FY24



Panorama Education
24 School Street
4th Floor
Boston MA 02108
United States

Invoice
#INV10659
8/10/2023

Bill To

Colorado Springs School District 11 (D11) (CO)
1115 N El Paso St
Colorado Springs CO 80903
United States

TOTAL

\$64,573.00

Due Date: 9/9/2023

Terms	Due Date	PO #	Sales Rep	Shipping Method	Partner
Net 30	9/9/2023		llatto@panoramae.com		

Description	Amount
Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting. * Student surveys * Teacher/staff surveys	\$40,344.00
Includes curation and virtual presentation of insights from data, including recommended focus areas and action steps aligned to priorities.	\$3,000.00
Includes one virtual consultative planning session with a professional learning manager/director and up to six hours onsite of live facilitation or consultations for groups <50. This product is inclusive of all core offerings per our T&L menu and executive briefings. Larger sessions can be supported with additional facilitators at an additional cost.	\$6,000.00
* Check-ins surveys and reporting	\$15,229.00
	Subtotal \$64,573.00
	Tax (0%) \$0.00
	Total \$64,573.00

Remittance Information

MAIL CHECKS TO:
Panorama Education, Inc.
Dept LA 25164
Pasadena, CA 91185-5164

5011-0000648838

APPROVED FOR PAYMENT

Julie Torres 8/11/2023
Julie Torres, Contracting officer

WIRE / ACH INSTRUCTIONS:
Bank Name: Silicon Valley Bank
Bank Address: 3003 Tasman Drive
Santa Clara, CA 95054

SWIFT Code (foreign wires only): SVBKUS6S
ABA / Routing Number: 121140399
Account Number: 3302719705



INV10659

Master Agreement

***Non-Negotiable* Electronic Resource Terms and Conditions**

Between

Colorado Springs School District 11
1115 North El Paso Street
Colorado Springs, CO 80903

And

Panorama Education
109 Kingston Street, 5th Floor
Boston, MA 02111

DISTRICT CONTRACTING OFFICE POINT OF CONTACT:
Julie Torres, Contract Specialist II
Phone: 719-520.2174
Email: Julie.Torres@d11.org

SUMMARY

THIS District's MASTER AGREEMENT is effective during the term of any contract/purchase order by and between Panorama Education and Colorado Springs School District 11, a public-school district in the State of Colorado located at 1115 N. El Paso St., Colorado Springs, CO, 80903, hereinafter referred to as the "District." This Agreement incorporates terms that shall apply to all District purchases that include electronic resources (including those agreements for demonstration purposes) by the District and shall be assigned to include any additional components as may be needed throughout the any contract period for proper performance.

Background

The District, as a public-funded entity, is regulated by policies on Federal, State, and local levels. Thus, all contracts for services and/or products must include terms that adhere to those policies at the risk of loss of funding or other penalties as deemed appropriate by those groups.

Definition of Electronic Resource

The term "Electronic Resource" shall be used to encompass all programs, products, and services that are electronically accessed by the District to communicate information. For the purpose of this Agreement, Electronic Resource shall include the following:

1. Any software application loaded onto District, student or teacher resources – such as systems, productivity programs, or
2. Any program, product, or service that is accessed through any means of portable data storage such as thumb drives, hard disks, CD's, and DVD's, or
3. Any program, product, or service that the District accesses at the Contractor-hosted site or through a "cloud-based" environment or software as a service (SAAS);

Any of these programs, products, or services can be accessed at cost (as a purchase or as a subscription by District-authorized users) or freely distributed by the Contractor. Method of transmission does not change the definition of the term.

Purpose

The primary purpose of this Agreement is to provide contractors, vendors, and any other associated stakeholders with the terms that shall take precedence over all District and Vendor contract terms and conditions wherein product or services are purchased with public funds by the District. Policy references will be given so that all parties will be able to affirm that these terms and conditions shall not be challenged.

Thus, in accordance with the requirements, provisions, conditions, promises and obligations set forth, Contractor and the District hereby agree to the additional following clauses:

1. Order of Precedence

In case of any inconsistency, the clauses in this Agreement shall take precedence over all other contractual documents, including District Terms and Conditions, any Statement of Work, all Vendor program terms (which includes (but is not limited to) any End User License Agreements, Privacy Policies or other vendor stipulations or click-throughs for program use).

CONTRACTOR'S PROGRAM TERMS

As a public, governmental entity, regardless of any terms as may be posted in any contractor's program terms (including privacy policy, EULA etc.) now or in future versions of the program, and regardless of subsequent acceptance by a district user in the process of loading and/or future use of contractor's program, the terms as approved by both parties to this Agreement shall take precedence. This Agreement may be amended as approved in writing by both parties only, and only insofar as the amendment continues to follow applicable statutes. Furthermore, in case of

conflicting terms between this Agreement and any of Contractor's program terms, this Agreement, as authenticated by laws governing the District, shall prevail. This clause shall override any dictate by the contractor to modify the originally approved terms in this contract.

2. Student Records

Seller shall take all necessary precautions in the protection of the District's students' personally identifiable information. Sellers working with the District shall be familiar with, and agree to, the following Federal and State regulations:

- a. FERPA - Federal Policy: The Family Educational Rights and Privacy Act (FERPA) is a Federal law that protects the privacy of student education records. Under Federal Law 20 U.S.C. § 1232g; 34 CFR Part 99, Family Education Rights and Privacy Act (FERPA), and Board of Education Policy JRA-JRC, school officials and others acting on behalf of the District shall not share information gleaned from student records with anyone except within the context of District educational efforts. (Policy JRA-JRC may be reviewed at <http://www.d11.org/BOE/Policies/Pages/SectionJ.aspx>). The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA prohibits the disclosure of a student's "protected information" to a third party. All District employees, volunteers, and all Seller's staff, aides, and subcontractors or sub-consultants are to be aware that sensitive student records shall not be shared.
- b. COPPA – Federal Policy: The Children's Online Privacy Protection Act (COPPA) is a law created to protect the privacy of children under 13. The COPPA Rule, 16 CFR part 312, issued pursuant to the Children's Online Privacy Protection Act ("COPPA" or "COPPA statute"), 15 U.S.C. 6501 et seq., became effective on April 21, 2000. COPPA requires that commercial web sites obtain parental consent (under most circumstances) prior to the collection of any personally identifiable information from children whom they know to be under the age of 13. COPPA also limits the amount of personal information a web site can collect from a child. Web sites may not collect any more personal information than is necessary to participate in a given game or activity.
- c. CIPA The Children's Internet Protection Act (CIPA) was enacted by Congress in 2000 and codified at 47 U.S.C. § 254(h) and (l), to address concerns about children's access to obscene or harmful content over the Internet. In order to continue to receive funds from the Federal e-Rate program, technology purchases must include recognition of responsibility by the District, as well as by any contractors that provide programs to the District, to assure actions are being taken to educate and prevent minors from attaining access to inappropriate and/or harmful matter on the Internet and World Wide Web.
- d. STUDENT DATA TRANSPARENCY AND SECURITY ACT (CO REVISED STATUTES, effective 8/10/2016) The parties hereto agree that DISTRICT and the Contractor are jointly responsible for (i) the collection of student personal information and data, (ii) verification of the accuracy of all personal information and data, (iii) correction of any mistakes or other errors or inaccuracies to the personal information and data resident on their respective property, (iv) compliance with the Colorado Student Data Transparency and Security Act (SDTSA – CRS 22-16-108 thru 22-16-110), if applicable, and other applicable laws, regulations and statutes and (v) the use and integrity over the dissemination of all personal information and data. Notwithstanding the above, Seller shall have the right to use the DISTRICT data (specific to the use of this product only): (i) to provide the DISTRICT with the Services; (ii) to assess and compare the use of the Licensed Software by other licensees or purchasers of the Licensed Software; (iii) to assess and compare the use of the Licensed Software by various individual schools within the DISTRICT; (iv) to improve the Licensed Software; and (v) to share results of best practices among and across school districts. In its use of DISTRICT data, Seller will not use or disclose any personal information particular to any student. ***IT IS THE SELLER'S RESPONSIBILITY TO BE FAMILIAR WITH, AND TO COMPLY WITH THESE LAWS.***

3. Period of Performance

This Agreement shall be effective throughout any contract/purchase order term and shall remain in force as may be required by statutes indicated.

4. Contract Extensions and Renewals

Any extension of this Agreement is subject to availability and appropriation of funds and District 11 Board of Education approval, when required as per District Policy DJ, III. (Procurements and Contracts Requiring Board Approval Extensions) and Colorado Revised Statutes - CRS 24-103-503 entitled Multi-year Contracts. Extensions are not guaranteed beyond the initial period of performance.

Furthermore, the District's obligations hereunder shall be interpreted and limited in such a manner as to avoid creation of a multiple fiscal year debt or other obligation under the terms of Article X, Section 20, and Paragraph 4(b) of the Colorado Constitution. Renewal modifications must be generated in writing for any periods of performance beyond the first contract term. Automatic renewals are expressly prohibited.

If funds are not available in a fiscal year to renew the contract, the contract will be terminated at no cost to the District. Upon termination, any materials, supplies, or items of equipment, which have not been fully paid for by the District will be returned to the vendor at the vendor's expense. The District will not purchase similar materials, supplies, or items of equipment during the anticipated life of the terminated contract without notification of the terminated contractor and consideration of reinstating the terminated contract at a cost that can be appropriated.

5. Governing Law

The Contractor shall comply with all Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this Contract. This Contract shall be construed in accordance with and governed by the laws of the State of Colorado. Exclusive venue and jurisdiction over any dispute relating in any way to the Contract shall be in the District Court, El Paso County, and State of Colorado.

6. Colorado Governmental Immunity Act

Except as expressly provided herein, Colorado Springs School District 11 retains all of its rights under the Colorado Governmental Immunity Act, Section 24-10-101, et. Seq., C.R.S. This Contract shall not be construed to create any right or benefit for any person who is not a party to this Contract.

7. Indemnification and Hold Harmless

In accordance with Colorado Constitution, Article XI, Public Indebtedness, the District is unauthorized to indemnify the Contractor.

8. Sales Tax Exemption

Colorado Springs School District No. 11 is a public governmental non-profit entity that is tax exempt under Section 115 of the Internal Revenue Code. The District's Federal tax number is FIN 84-6001179 and the State of Colorado tax number is 98-02922-0000. Federal and State taxes shall not be assessed on purchases for District projects.

9. Anti-Kickback

Reference the Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act): The Anti-Kickback Act shall apply to this Contract, as set forth herein. The Act prohibits any person from: providing or attempting to provide or offering to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the Contract price charged by a prime Contractor to the District or in the Contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

10. Background Checks of Employees-RESERVE

11. Worker Without Authorization-Intentionally Deleted-Law Repealed effective 7/1/2022

12. Travel Expenses-RESERVE

13. Special Provisions

Terms and Conditions – Amended July 2020 for Federally funded purchases. The following apply ONLY if the purchase order specifies “This purchase is funded with federal “(name of grant)” funds.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to

laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180

that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

14. **IN WITNESS WHEREOFF**, the undersigned agree to be bound by the terms and conditions of this agreement:

Colorado Springs School District 11:

Panorama Education:

By: Julie Torres

By: Michael Reynolds

Print Name: Julie Torres

Print Name: Michael Reynolds

Title: Contracting Officer





Title: Senior Manager of Contracts Operations

Date: 06 / 12 / 2023

Date: 06 / 12 / 2023

Title	Non-Negotiable Electronic Resource Terms and Conditions...
File name	Non-Negotiable Te...-Panorama (1).pdf
Document ID	43e756ebce1bb2741a0d3af1509f908bd038f42b
Audit trail date format	MM / DD / YYYY
Status	• Signed

Document History

 SENT	06 / 12 / 2023 20:29:32 UTC	Sent for signature to Julie Ann Torres (julie.torres@d11.org) from llatto@panoramaed.com IP: 76.115.47.180
 VIEWED	06 / 12 / 2023 20:30:34 UTC	Viewed by Julie Ann Torres (julie.torres@d11.org) IP: 199.245.156.254
 SIGNED	06 / 12 / 2023 20:33:37 UTC	Signed by Julie Ann Torres (julie.torres@d11.org) IP: 199.245.156.254
 COMPLETED	06 / 12 / 2023 20:33:37 UTC	The document has been completed.

Title	Non-Negotiable Electronic Resource Terms and Conditions...
File name	Non-Negotiable_El...1_and_Panoram.pdf
Document ID	bb40998025d5dde295808e38501b262537602442
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

 SENT	06 / 12 / 2023 20:35:48 UTC	Sent for signature to Contracts (contracts@panoramaed.com) from llatto@panoramaed.com IP: 76.115.47.180
 VIEWED	06 / 12 / 2023 20:37:53 UTC	Viewed by Contracts (contracts@panoramaed.com) IP: 38.126.9.207
 SIGNED	06 / 12 / 2023 20:38:26 UTC	Signed by Contracts (contracts@panoramaed.com) IP: 38.126.9.207
 COMPLETED	06 / 12 / 2023 20:38:26 UTC	The document has been completed.

**Memorandum
Of
Justification and Approval**

**COLORADO SPRINGS SCHOOL DISTRICT
11**

**JUSTIFICATION AND APPROVAL OF
SOLE SOURCE OR NON-COMPETED
PURCHASE/CONTRACT**

Date: May 17, 2023

Subject: Justification and Approval to contract with Panorama

Background:

This memo is submitted as justification to purchase student surveys in order to give insight into what resources would best help the students. Panorama will also provide a virtual executive briefing that will include curation and virtual presentation of insights from data, including recommended focus areas and action steps aligned to priorities, and an in-person workshop (Customized Design) that will include customized sessions designed to meet learning goals outside of the scope of core workshop offerings.

Assessing student SEL competencies allows for targeted support and strategic planning to increase student achievement, performance, positive behaviors, and attendance. This is the premier measurement for SEL competencies and has provided a high quality of service and data usability.

First competed in 2015, the continuing partnership allows for the legacy discount. This service has been part of the MLO PIP 1, Comprehensive Student Support Model since 2015. As schools have been added for full implementation, the cost has surpassed the \$50,000 mark. To keep a historical comparison data and support the full roll out with minimizing changes, this service is needed. The District has been satisfied with the service and value that Panorama provides, and does not wish to recompete at this time.

The outcome of not using Panorama would result in not having historical, growth comparison data. Also, the staff will have to learn the administration, platform, and how to work with results in a new system. There will be additional training costs for a different platform, and it will not be as robust as this offering.

Valerie Scates contacted the following three (3) references:

Lake Washington School District, Redmond, WA, Johnny Phu, Director of Student Services

Highline School District, Seattle, WA, Melissa Pointer, Director of Social Emotional Learning

Adams 12, Dave Bahna, Director of Assessment and Accountability

**Memorandum
Of
Justification and Approval**

Specifics

Funding:

The funding is coming from Mill Levy Override PIP 1-10-694-00-21220-050000-2017

Student SEL Competency Surveys: Platform License

- Student Surveys
- Based on ~20,172 student enrollment
- Panorama project management \$40,344 / year (\$5,043 legacy discount)

Executive Briefing (Virtual) Includes curation and virtual presentation of insights from data, including recommended focus areas and action steps aligned to priorities. \$3,000 / year

In-Person Workshop (Customized Design) Includes customized sessions designed to meet learning goals outside of the scope of core workshop offerings (approval from a Panorama representative is required). One workshop includes up to 6 hours of on-site facilitation for groups \$6,000 / year

Check-ins/Roster Integration

- Check-in surveys and reporting
- Roster integration with D11 SIS
- Based on ~20,172 student enrollment \$15,229 / year

Annual Total \$64,573 / year


Total Effort Costs: \$ 64,573

Approval for Justification:

Based on the rationale provided above, the undersigned authorizes the purchase of Panorama. If All renewal options are exercised the total value of this agreement is \$64,573.



Rosa Garcia
Senior Contract Specialist
Procurement and Contracting



Valerie Scates
Executive Director of Student Success & Wellness

COLORADO SPRINGS SCHOOL DISTRICT 11

JUSTIFICATION AND APPROVAL OF SOLE SOURCE OR NON-COMPETED PURCHASE/CONTRACT

Contracting Officer's Technical Representative (COTR) Worksheet – to help document creation

In accordance with District Acquisition Regulation Sections 4.106 and 9.1

Applicable to:

- Professional Services at \$50,000 or above
- Supplies, Services, Equipment, Hardware, Software, Software Licensing, Installation, Maintenance at \$25,000 or above
- PCard purchases at \$5,000 or above
- Construction at \$50,000 or above

Date: 05/16/2023

Company Name: Panorama

Product/Service Description:

Student SEL Competency Surveys: Platform License

- Student Surveys
- Based on ~20,172 student enrollment
- Panorama project management \$40,344 / year (\$5,043 legacy discount)

Executive Briefing (Virtual) Includes curation and virtual presentation of insights from data, including recommended focus areas and action steps aligned to priorities. \$3,000 / year

In-Person Workshop (Customized Design) Includes customized sessions designed to meet learning goals outside of the scope of core workshop offerings (approval from a Panorama representative is required). One workshop includes up to 6 hours of on-site facilitation for groups \$6,000 / year

Check-ins/Roster Integration

- Check-in surveys and reporting
- Roster integration with D11 SIS
- Based on ~20,172 student enrollment \$15,229 / year

Annual Total \$64,573 / year

Initial Product/Service Value: \$40,344 Total Effort Costs: \$ 64,573

Delivery Due Date: OR Period of Performance: 08/2023 – 06/2024

(NOTE: First period of performance may be a partial year ending with fiscal year on June 30th.)

***If Multi-year effort, describe future year activities here or refer to an attachment.**

Customer and Contracting will **annually** verify both the pricing reasonableness and source availability.

Number of Students and/or Staff Impacted: 20,172 students and their primary teacher including principals and other building leaders who use the data to inform student supports and One Plans

Location(s): Student Success and Wellness including each school

Funding Source over the Life of Service: 10-694-00-21220-050000-2017 (account chart string)
Fund Source Description: Mill Levy Override PIP 1 (e.g., grant, maintenance, training, etc.)

JUSTIFICATION

Desired Outcome:

Examples: Re-engaging students; Improving student performance; Improving educational environments; System compatibility; Product life expectancy; Standardization (consider staff training (previous and future); Upgrading technology; Increasing staff training/professional development opportunities; Enhancing building safety; Aesthetic appeal or match, etc.

Assessing student SEL competencies allows for targeted support and strategic planning to increase student achievement, performance, positive behaviors, and attendance

Need/Why?

Examples: This service/product is needed on an exclusive or **emergency**/urgent basis. **OR** Competition will delay needed response timing. **OR** This service/product is determined to be a specific fit to resolve the "x" **OR** the best option to match the quality, quantity, or service level desired.

This service has been part of the MLO PIP 1, Comprehensive Student Support Model since 2018. As schools have been added for full implementation, the cost has surpassed the \$50,000 mark. To keep a historical comparison data and support the full roll out with minimizing changes, this service is needed.

Basis: Staff is selecting this company and product/service based on following unique and essential qualities:

Examples: Company qualifications – past performance. Unique characteristics (licenses, certifications); Showing of published results or national recognition; Higher (differentiated) quality level (this is more specific to a product purchase than a service procurement); market research;

OR Company was **referred to us by another entity (state entity name, below)**

Examples: CDE or higher authority (e.g., Superintendent, County or State Health Department, Social Services) recommendation ... still must JUSTIFY for D11 use.

OR Company was pre-qualified or has exclusive distributorship or franchise in Pikes Peak Region.

OR Local response needed (due to timeliness, item fragility, etc.). Include market research demonstrating the response.

OR Volume discounts, validated by recent (within 12 months) competition; Item not readily available, few or no competition options (**OR** competitor "x" has this gap); Standardization – item use is supported by prior and on-going training of district personnel; Response – company can provide [insert item or service] quickly.

This is the premier measurement for SEL competencies and has provided a high quality of service and data usability.

Market Research: COTR has determined that this is their best product/service option based on:

Examples: Professional experience; professional organization/colleague reviews; current industry or market trends

This service was selected in 2018 and research was completed at that time.

Pricing: D11 COTR has done price comparison research by the following method(s):

Examples: State contract; cooperative agreement pricing; other governmental entities' pricing; published price list (like "GSA"); vendor fair/convention discussions; professional organization peer pricing.

This was discussed with references and pricing is for District 11 due to our legacy discount.

References: D11 staff contacted other districts or governmental entities that use this company's product/service and found that the company is reputable and reliable. Recent and relevant

03/04/2021 Version - Not for public release, without permission of Contracting Officer and/or Executive Director

product/service usage (within 5 years) received favorable reports from:

1. District/Governmental Entity and Contact Name:
Lake Washington School District, Redmond, WA, Johnny Phu, Director of Student Services

2. District/Governmental Entity and Contact Name:
Highline School District, Seattle, WA, Melissa Pointer, Director of Social Emotional Learning

3. Private Company Reference with Contact Name:
Adams 12, Dave Bahna, Director of Assessment and Accountability

Impact: *If this purchase is delayed or denied, it will have the following impact:*

We will not have historical, growth comparison data and staff will have to learn the administration, platform, and using results. There will be additional training costs for a different platform and it will not be as robust as this offering.

APPROVALS

Contracting Officer's Technical Representative (Project Manager)

Signed: _____

Name: _____

Title: _____

Date: _____

Budgetary Approver

Signed: _____

Name: _____

Title: _____

Date: _____



Student SEL Competencies

To better support you, your school and teachers would like to ask you some questions about how you think and feel. Only your teachers and school leaders will be able to see your responses, which will not affect your class grades. Please respond honestly—there are no right or wrong answers!

Your Goals

In this first section, we would like for you to think about the goals you set for yourself.

1. How often do you stay focused on the same goal for more than 3 months at a time?

- Almost never Once in a while Sometimes Frequently Almost always

2. If you fail at an important goal, how likely are you to try again?

- Not at all likely Slightly likely Somewhat likely Quite likely Extremely likely

3. When you are working on a project that matters a lot to you, how focused can you stay when there are lots of distractions?

- Not at all focused Slightly focused Somewhat focused Quite focused Extremely focused

4. If you have a problem while working towards an important goal, how well can you keep working?

- Not well at all Slightly well Somewhat well Quite well Extremely well

Your Class

Please tell us about how you feel about your current class.

5. How sure are you that you can complete all the work that is assigned in your class?

- Not at all sure Slightly sure Somewhat sure Quite sure Extremely sure

6. When complicated ideas are discussed in class, how sure are you that you can understand them?

- Not at all sure Slightly sure Somewhat sure Quite sure Extremely sure

7. How sure are you that you can learn all the topics taught in your class?

- Not at all sure Slightly sure Somewhat sure Quite sure Extremely sure

8. How sure are you that you can do the hardest work that is assigned in your class?

- Not at all sure Slightly sure Somewhat sure Quite sure Extremely sure

9. How sure are you that you will remember what you learned in your current class, next year?

- Not at all sure Slightly sure Somewhat sure Quite sure Extremely sure



Your Behavior

Please answer the following questions about how you respond to different situations. During the past 30 days...

10. How often were you polite to adults?

- Almost never Once in a while Sometimes Frequently Almost all the time

11. How carefully did you listen to other people's points of view?

- Not carefully at all Slightly carefully Somewhat carefully Quite carefully Extremely carefully

12. How often did you come to class prepared?

- Almost never Once in a while Sometimes Frequently Almost all the time

13. How much did you care about other people's feelings?

- Did not care at all Cared a little bit Cared somewhat Cared quite a bit Cared a tremendous amount

14. How often did you follow directions in class?

- Almost never Once in a while Sometimes Frequently Almost all the time

15. How well did you get along with students who are different from you?

- Did not get along at all Got along a little bit Got along somewhat Got along pretty well Got along extremely well

16. How often did you get your work done right away, instead of waiting until the last minute?

- Almost never Once in a while Sometimes Frequently Almost all the time

17. How often did you pay attention and ignore distractions?

- Almost never Once in a while Sometimes Frequently Almost all the time

18. How clearly were you able to describe your feelings?

- Not at all clearly Slightly clearly Somewhat clearly Quite clearly Extremely clearly

19. When you were working independently, how often did you stay focused?

- Almost never Once in a while Sometimes Frequently Almost all the time

20. When others disagreed with you, how respectful were you of their views?

- Not at all respectful Slightly respectful Somewhat respectful Quite respectful Extremely respectful



21. How often did you remain calm, even when someone was bothering you or saying bad things?

- Almost never Once in a while Sometimes Frequently Almost all the time

22. To what extent were you able to stand up for yourself without putting others down?

- Not at all A little bit Somewhat Quite a bit A tremendous amount

23. How often did you allow others to speak without interrupting them?

- Almost never Once in a while Sometimes Frequently Almost all the time

24. To what extent were you able to disagree with others without starting an argument?

- Not at all A little bit Somewhat Quite a bit A tremendous amount

25. How often were you polite to other students?

- Almost never Once in a while Sometimes Frequently Almost all the time

26. How often did you compliment others' accomplishments?

- Almost never Once in a while Sometimes Frequently Almost all the time

27. How often did you keep your temper under control?

- Almost never Once in a while Sometimes Frequently Almost all the time

Feelings About Being at School

In this section, we would like to understand how you feel about your school.

28. How well do people at your school understand you as a person?

- Do not understand at all Understand a little Understand somewhat Understand quite a bit Completely understand

29. How much support do the adults at your school give you?

- No support at all A little bit of support Some support Quite a bit of support A tremendous amount of support

30. How much respect do students at your school show you?

- No respect at all A little bit of respect Some respect Quite a bit of respect A tremendous amount of respect



31. Overall, how much do you feel like you belong at your school?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Do not belong at all	Belong a little bit	Belong somewhat	Belong quite a bit	Completely belong

Learning

In this section, we would like for you to think about your overall learning experience at school. Please answer the following questions to help us better understand how you learn in general.

32. When you get stuck while learning something new, how likely are you to try to learn it in a different way?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not at all likely	Slightly likely	Somewhat likely	Quite likely	Extremely likely

33. How sure are you that you can figure out a good way to get your schoolwork done well?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not at all sure	Slightly sure	Somewhat sure	Quite sure	Extremely sure

34. Before you start on a challenging project, how often do you think about the best way to do it?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Almost never	Once in a while	Sometimes	Frequently	Almost always

35. Overall, how well can you figure out how to learn things?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not well at all	Slightly well	Somewhat well	Quite well	Extremely well

Feelings in General

In this section, we are hoping to learn how you experience different emotions that may occur in your life (whether inside or outside of school).

36. How often are you able to pull yourself out of a bad mood?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Almost never	Once in a while	Sometimes	Frequently	Almost always

37. When everybody around you gets angry, how relaxed can you stay?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not relaxed at all	Slightly relaxed	Somewhat relaxed	Quite relaxed	Extremely relaxed

38. How often are you able to control your emotions when you need to?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Almost never	Once in a while	Sometimes	Frequently	Almost always

39. Once you get upset, how often can you get yourself to relax?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Almost never	Once in a while	Sometimes	Frequently	Almost always

40. When things go wrong for you, how calm are you able to stay?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not calm at all	Slightly calm	Somewhat calm	Quite calm	Extremely calm



Perceptions of Class

In this section, we would like to know about your experience in this class.

41. How excited are you about going to this class?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not at all excited	Slightly excited	Somewhat excited	Quite excited	Extremely excited

42. How focused are you on the activities in this class?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not at all focused	Slightly focused	Somewhat focused	Quite focused	Extremely focused

43. In this class, how excited are you to participate?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not at all excited	Slightly excited	Somewhat excited	Quite excited	Extremely excited

44. When you are not in school, how often do you talk about ideas from this class?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Almost never	Once in a while	Sometimes	Frequently	Almost always

45. How interested are you in this class?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not at all interested	Slightly interested	Somewhat interested	Quite interested	Extremely interested

46. When you see people at school who need help, how often do you try to help them?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Almost never	Once in a while	Sometimes	Frequently	Almost always

47. When people at school seem upset, how concerned do you get?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not at all concerned	Slightly concerned	Somewhat concerned	Quite concerned	Extremely concerned

48. When you see people outside of school who need help, how often do you try to help them?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Almost never	Once in a while	Sometimes	Frequently	Almost always

49. When people outside of school seem upset, how concerned do you get?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not at all concerned	Slightly concerned	Somewhat concerned	Quite concerned	Extremely concerned

50. How hopeful do you feel about life?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not hopeful at all	A little hopeful	Somewhat hopeful	Quite hopeful	Extremely hopeful

51. How excited are you about your future?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not at all excited	Slightly excited	Somewhat excited	Quite excited	Extremely excited



52. How likely are you to be successful in life?

Not at all likely

Slightly likely

Somewhat likely

Quite likely

Extremely likely

53. How often do you expect good things to happen to you at school?

Almost never

Once in a while

Sometimes

Frequently

Almost always

54. How often do you expect good things to happen to you in life?

Almost never

Once in a while

Sometimes

Frequently

Almost always

SAMPLE FORM



Student SEL Competencies

To better support you, your school and teachers would like to ask you some questions about how you think and feel. Only your teachers and school leaders will be able to see your responses, which will not affect your class grades. Please respond honestly—there are no right or wrong answers!

Your Goals

In this first section, we would like for you to think about the goals you set for yourself.

1. How often do you stay focused on the same goal for several months at a time?

Almost never

Once in a while

Sometimes

Frequently

Almost always

2. If you fail to reach an important goal, how likely are you to try again?

Not at all likely

Slightly likely

Somewhat likely

Quite likely

Extremely likely

3. When you are working on a project that matters a lot to you, how focused can you stay when there are lots of distractions?

Not at all focused

Slightly focused

Somewhat focused

Quite focused

Extremely focused

4. If you have a problem while working towards an important goal, how well can you keep working?

Not well at all

Slightly well

Somewhat well

Quite well

Extremely well

5. Some people pursue some of their goals for a long time, and others change their goals frequently. Over the next several years, how likely are you to continue to pursue one of your current goals?

Not at all likely

Slightly likely

Somewhat likely

Quite likely

Extremely likely

Your Current Classes

Please tell us about how you feel about your current teachers and classes.

6. How many of your teachers are respectful towards you?

None of my teachers

A few of my teachers

About half of my teachers

Most of my teachers

All of my teachers

7. How confident are you that you can complete all the work that is assigned in your classes?

Not at all confident

Slightly confident

Somewhat confident

Quite confident

Extremely confident

8. If you walked into class upset, how many of your teachers would be concerned?

None of my teachers

A few of my teachers

About half of my teachers

Most of my teachers

All of my teachers



9. When complicated ideas are presented in class, how confident are you that you can understand them?

-
- Not at all confident Slightly confident Somewhat confident Quite confident Extremely confident

10. If you came back to visit class three years from now, how many of your teachers would be excited to see you?

-
- None of my teachers A few of my teachers About half of my teachers Most of my teachers All of my teachers

11. How confident are you that you can learn all the material presented in your classes?

-
- Not at all confident Slightly confident Somewhat confident Quite confident Extremely confident

12. When your teachers ask how you are doing, how many of them are really interested in your answer?

-
- None of my teachers A few of my teachers About half of my teachers Most of my teachers All of my teachers

13. How confident are you that you can do the hardest work that is assigned in your classes?

-
- Not at all confident Slightly confident Somewhat confident Quite confident Extremely confident

14. How many of your teachers would you be excited to have again in the future?

-
- None of my teachers A few of my teachers About half of my teachers Most of my teachers All of my teachers

15. How confident are you that you will remember what you learned in your current classes, next year?

-
- Not at all confident Slightly confident Somewhat confident Quite confident Extremely confident

Your Behavior

Please answer the following questions about how you respond to different situations. During the past 30 days...

16. How carefully did you listen to other people's points of view?

-
- Not carefully at all Slightly carefully Somewhat carefully Quite carefully Extremely carefully

17. How often did you come to class prepared?

-
- Almost never Once in a while Sometimes Frequently Almost all the time

18. How much did you care about other people's feelings?

-
- Did not care at all Cared a little bit Cared somewhat Cared quite a bit Cared a tremendous amount



19. How often did you follow directions in class?

Almost never

Once in a while

Sometimes

Frequently

Almost all the time

20. How well did you get along with students who are different from you?

Did not get along at all

Got along a little bit

Got along somewhat

Got along pretty well

Got along extremely well

21. How often did you get your work done right away, instead of waiting until the last minute?

Almost never

Once in a while

Sometimes

Frequently

Almost all the time

22. How often were you polite to adults?

Almost never

Once in a while

Sometimes

Frequently

Almost all the time

23. How often did you compliment others' accomplishments?

Almost never

Once in a while

Sometimes

Frequently

Almost all the time

24. How often did you pay attention and resist distractions?

Almost never

Once in a while

Sometimes

Frequently

Almost all the time

25. How clearly were you able to describe your feelings?

Not at all clearly

Slightly clearly

Somewhat clearly

Quite clearly

Extremely clearly

26. When you were working independently, how often did you stay focused?

Almost never

Once in a while

Sometimes

Frequently

Almost all the time

27. When others disagreed with you, how respectful were you of their views?

Not at all respectful

Slightly respectful

Somewhat respectful

Quite respectful

Extremely respectful

28. How often did you remain calm, even when someone was bothering you or saying bad things?

Almost never

Once in a while

Sometimes

Frequently

Almost all the time

29. To what extent were you able to stand up for yourself without putting others down?

Not at all

A little bit

Somewhat

Quite a bit

A tremendous amount



30. How often did you allow others to speak without interruption?

- Almost never Once in a while Sometimes Frequently Almost all the time

31. To what extent were you able to disagree with others without starting an argument?

- Not at all A little bit Somewhat Quite a bit A tremendous amount

32. How often were you polite to other students?

- Almost never Once in a while Sometimes Frequently Almost all the time

33. How often did you keep your temper in check?

- Almost never Once in a while Sometimes Frequently Almost all the time

Feelings About Being at School

In this section, we would like to understand how you feel about your school.

34. How well do people at your school understand you as a person?

- Do not understand at all Understand a little Understand somewhat Understand quite a bit Completely understand

35. How connected do you feel to the adults at your school?

- Not at all connected Slightly connected Somewhat connected Quite connected Extremely connected

36. How much respect do students in your school show you?

- No respect at all A little bit of respect Some respect Quite a bit of respect A tremendous amount of respect

37. How much do you matter to others at this school?

- Do not matter at all Matter a little bit Matter somewhat Matter quite a bit Matter a tremendous amount

38. Overall, how much do you feel like you belong at your school?

- Do not belong at all Belong a little bit Belong somewhat Belong quite a bit Completely belong



Learning

In this section, we would like for you to think about your overall learning experience at school. Please answer the following questions to help us better understand how you learn in general.

39. When you get stuck while learning something new, how likely are you to try a different strategy?

- Not at all likely Slightly likely Somewhat likely Quite likely Extremely likely

40. How confident are you that you can choose an effective strategy to get your schoolwork done well?

- Not at all confident Slightly confident Somewhat confident Quite confident Extremely confident

41. Before you start on a challenging project, how often do you think about the best way to approach the project?

- Almost never Once in a while Sometimes Frequently Almost always

42. Overall, how well do your learning strategies help you learn more effectively?

- Not well at all Slightly well Somewhat well Quite well Extremely well

43. How often do you use strategies to learn more effectively?

- Almost never Once in a while Sometimes Frequently Almost always

Other Points of View

In this section, please tell us about how much, if at all, you think about your teachers' perspectives.

44. How hard do you try to understand your teachers' point of view?

- Not hard at all Slightly hard Somewhat hard Quite hard Extremely hard

45. During class, how hard do you try to understand what your teachers are feeling?

- Not hard at all Slightly hard Somewhat hard Quite hard Extremely hard

46. Overall, how much effort do you put into figuring out what your teachers are thinking?

- Almost no effort A small amount of effort Some effort Quite a bit of effort A tremendous amount of effort

47. How much effort have you put into figuring out what your teachers' goals are?

- Almost no effort A small amount of effort Some effort Quite a bit of effort A tremendous amount of effort



48. How much do you try to understand your teachers' motivation for doing different classroom activities?

- Not at all A little bit Somewhat Quite a bit A tremendous amount

49. When your teachers seem to be in a worse mood than usual, how hard do you try to understand the reasons why?

- Not hard at all Slightly hard Somewhat hard Quite hard Extremely hard

Feelings in General

In this section, we are hoping to learn how you experience different emotions that may occur in your life (whether inside or outside of school).

50. When you are feeling pressured, how easily can you stay in control?

- Not easily at all Slightly easily Somewhat easily Quite easily Extremely easily

51. How often are you able to pull yourself out of a bad mood?

- Almost never Once in a while Sometimes Frequently Almost always

52. When everybody around you gets angry, how relaxed can you stay?

- Not relaxed at all Slightly relaxed Somewhat relaxed Quite relaxed Extremely relaxed

53. How often are you able to control your emotions when you need to?

- Almost never Once in a while Sometimes Frequently Almost always

54. Once you get upset, how often can you get yourself to relax?

- Almost never Once in a while Sometimes Frequently Almost always

55. When things go wrong for you, how calm are you able to remain?

- Not calm at all Slightly calm Somewhat calm Quite calm Extremely calm

Perceptions of Class

In this section, we would like to know about your experience in your classes.

56. How excited are you about going to your classes?

- Not at all excited Slightly excited Somewhat excited Quite excited Extremely excited

57. How often do you get so focused on activities in your classes that you lose track of time?

- Almost never Once in a while Sometimes Frequently Almost always



58. In your classes, how eager are you to participate?

- Not at all eager
 Slightly eager
 Somewhat eager
 Quite eager
 Extremely eager

59. When you are not in school, how often do you talk about ideas from your classes?

- Almost never
 Once in a while
 Sometimes
 Frequently
 Almost always

60. Overall, how interested are you in your classes?

- Not at all interested
 Slightly interested
 Somewhat interested
 Quite interested
 Extremely interested

Your Teachers During Class

Please tell us about how much your teachers encourage you to do your best.

61. How often do your teachers make you explain your answers?

- Almost never
 Once in a while
 Sometimes
 Frequently
 Almost always

62. When you feel like giving up on a difficult task, how likely is it that your teachers will make you keep trying?

- Not at all likely
 Slightly likely
 Somewhat likely
 Quite likely
 Extremely likely

63. How much do your teachers encourage you to do your best?

- Do not encourage me at all
 Encourage me a little
 Encourage me some
 Encourage me quite a bit
 Encourage me a tremendous amount

64. How often do your teachers take time to make sure you understand the material?

- Almost never
 Once in a while
 Sometimes
 Frequently
 Almost always

65. Overall, how high are your teachers' expectations of you?

- Not high at all
 Slightly high
 Somewhat high
 Quite high
 Extremely high

66. When you see people at school who need help, how often do you try to help them?

- Almost never
 Once in a while
 Sometimes
 Frequently
 Almost always

67. When people at school seem upset, how concerned do you get?

- Not at all concerned
 Slightly concerned
 Somewhat concerned
 Quite concerned
 Extremely concerned

68. When you see people outside of school who need help, how often do you try to help them?

- Almost never
 Once in a while
 Sometimes
 Frequently
 Almost always



69. When people outside of school seem upset, how concerned do you get?

- Not at all concerned Slightly concerned Somewhat concerned Quite concerned Extremely concerned

70. How hopeful do you feel about school?

- Not at all hopeful Slightly hopeful Somewhat hopeful Quite hopeful Extremely hopeful

71. How hopeful do you feel about life?

- Not hopeful at all A little hopeful Somewhat hopeful Quite hopeful Extremely hopeful

72. How excited are you about your future classes?

- Not at all excited Slightly excited Somewhat excited Quite excited Extremely excited

73. How excited are you about your future?

- Not at all excited Slightly excited Somewhat excited Quite excited Extremely excited

74. How likely are you to graduate high school?

- Not at all likely Slightly likely Somewhat likely Quite likely Extremely likely

75. How likely are you to be successful in life?

- Not at all likely Slightly likely Somewhat likely Quite likely Extremely likely

76. How often do you expect good things to happen to you at school?

- Almost never Once in a while Sometimes Frequently Almost always

77. How often do you expect good things to happen to you in life?

- Almost never Once in a while Sometimes Frequently Almost always

Feelings About School

For the following questions, we are interested in learning more about how you think about your school. Please give us your honest opinions so that we can better understand your experience and work to make the school a better place.

78. How often do teachers encourage you to learn about people from different races, ethnicities, or cultures?

- Almost never Once in a while Sometimes Frequently Almost always



79. How often do you think about what someone of a different race, ethnicity, or culture experiences?

- Almost never Once in a while Sometimes Frequently Almost always

80. How confident are you that students at your school can have honest conversations with each other about race?

- Not at all confident Slightly confident Somewhat confident Quite confident Extremely confident

81. At your school, how often are you encouraged to think more deeply about race-related topics?

- Almost never Once in a while Sometimes Frequently Almost always

82. When there are major news events related to race, how often do adults at your school talk about them with students?

- Almost never Once in a while Sometimes Frequently Almost always

83. How well does your school help students speak out against racism?

- Not at all well Slightly well Somewhat well Quite well Extremely well

SAMPLE FORM



Student SEL Competencies

To better support you, your school and teachers would like to ask you some questions about how you think and feel. Only your teachers and school leaders will be able to see your responses, which will not affect your class grades. Please respond honestly—there are no right or wrong answers!

Your Goals

In this first section, we would like for you to think about the goals you set for yourself.

1. How often do you stay focused on the same goal for several months at a time?

Almost never

Once in a while

Sometimes

Frequently

Almost always

2. If you fail to reach an important goal, how likely are you to try again?

Not at all likely

Slightly likely

Somewhat likely

Quite likely

Extremely likely

3. When you are working on a project that matters a lot to you, how focused can you stay when there are lots of distractions?

Not at all focused

Slightly focused

Somewhat focused

Quite focused

Extremely focused

4. If you have a problem while working towards an important goal, how well can you keep working?

Not well at all

Slightly well

Somewhat well

Quite well

Extremely well

5. Some people pursue some of their goals for a long time, and others change their goals frequently. Over the next several years, how likely are you to continue to pursue one of your current goals?

Not at all likely

Slightly likely

Somewhat likely

Quite likely

Extremely likely

Your Current Classes

Please tell us about how you feel about your current teachers and classes.

6. How many of your teachers are respectful towards you?

None of my teachers

A few of my teachers

About half of my teachers

Most of my teachers

All of my teachers

7. How confident are you that you can complete all the work that is assigned in your classes?

Not at all confident

Slightly confident

Somewhat confident

Quite confident

Extremely confident

8. If you walked into class upset, how many of your teachers would be concerned?

None of my teachers

A few of my teachers

About half of my teachers

Most of my teachers

All of my teachers



9. When complicated ideas are presented in class, how confident are you that you can understand them?

-
- Not at all confident Slightly confident Somewhat confident Quite confident Extremely confident

10. If you came back to visit class three years from now, how many of your teachers would be excited to see you?

-
- None of my teachers A few of my teachers About half of my teachers Most of my teachers All of my teachers

11. How confident are you that you can learn all the material presented in your classes?

-
- Not at all confident Slightly confident Somewhat confident Quite confident Extremely confident

12. When your teachers ask how you are doing, how many of them are really interested in your answer?

-
- None of my teachers A few of my teachers About half of my teachers Most of my teachers All of my teachers

13. How confident are you that you can do the hardest work that is assigned in your classes?

-
- Not at all confident Slightly confident Somewhat confident Quite confident Extremely confident

14. How many of your teachers would you be excited to have again in the future?

-
- None of my teachers A few of my teachers About half of my teachers Most of my teachers All of my teachers

15. How confident are you that you will remember what you learned in your current classes, next year?

-
- Not at all confident Slightly confident Somewhat confident Quite confident Extremely confident

Your Behavior

Please answer the following questions about how you respond to different situations. During the past 30 days...

16. How carefully did you listen to other people's points of view?

-
- Not carefully at all Slightly carefully Somewhat carefully Quite carefully Extremely carefully

17. How often did you come to class prepared?

-
- Almost never Once in a while Sometimes Frequently Almost all the time

18. How much did you care about other people's feelings?

-
- Did not care at all Cared a little bit Cared somewhat Cared quite a bit Cared a tremendous amount



19. How often did you follow directions in class?

- Almost never Once in a while Sometimes Frequently Almost all the time

20. How well did you get along with students who are different from you?

- Did not get along at all Got along a little bit Got along somewhat Got along pretty well Got along extremely well

21. How often did you get your work done right away, instead of waiting until the last minute?

- Almost never Once in a while Sometimes Frequently Almost all the time

22. How often were you polite to adults?

- Almost never Once in a while Sometimes Frequently Almost all the time

23. How often did you compliment others' accomplishments?

- Almost never Once in a while Sometimes Frequently Almost all the time

24. How often did you pay attention and resist distractions?

- Almost never Once in a while Sometimes Frequently Almost all the time

25. How clearly were you able to describe your feelings?

- Not at all clearly Slightly clearly Somewhat clearly Quite clearly Extremely clearly

26. When you were working independently, how often did you stay focused?

- Almost never Once in a while Sometimes Frequently Almost all the time

27. When others disagreed with you, how respectful were you of their views?

- Not at all respectful Slightly respectful Somewhat respectful Quite respectful Extremely respectful

28. How often did you remain calm, even when someone was bothering you or saying bad things?

- Almost never Once in a while Sometimes Frequently Almost all the time

29. To what extent were you able to stand up for yourself without putting others down?

- Not at all A little bit Somewhat Quite a bit A tremendous amount



30. How often did you allow others to speak without interruption?

- Almost never Once in a while Sometimes Frequently Almost all the time

31. To what extent were you able to disagree with others without starting an argument?

- Not at all A little bit Somewhat Quite a bit A tremendous amount

32. How often were you polite to other students?

- Almost never Once in a while Sometimes Frequently Almost all the time

33. How often did you keep your temper in check?

- Almost never Once in a while Sometimes Frequently Almost all the time

Feelings About Being at School

In this section, we would like to understand how you feel about your school.

34. How well do people at your school understand you as a person?

- Do not understand at all Understand a little Understand somewhat Understand quite a bit Completely understand

35. How connected do you feel to the adults at your school?

- Not at all connected Slightly connected Somewhat connected Quite connected Extremely connected

36. How much respect do students in your school show you?

- No respect at all A little bit of respect Some respect Quite a bit of respect A tremendous amount of respect

37. How much do you matter to others at this school?

- Do not matter at all Matter a little bit Matter somewhat Matter quite a bit Matter a tremendous amount

38. Overall, how much do you feel like you belong at your school?

- Do not belong at all Belong a little bit Belong somewhat Belong quite a bit Completely belong



Learning

In this section, we would like for you to think about your overall learning experience at school. Please answer the following questions to help us better understand how you learn in general.

39. When you get stuck while learning something new, how likely are you to try a different strategy?

- Not at all likely Slightly likely Somewhat likely Quite likely Extremely likely

40. How confident are you that you can choose an effective strategy to get your schoolwork done well?

- Not at all confident Slightly confident Somewhat confident Quite confident Extremely confident

41. Before you start on a challenging project, how often do you think about the best way to approach the project?

- Almost never Once in a while Sometimes Frequently Almost always

42. Overall, how well do your learning strategies help you learn more effectively?

- Not well at all Slightly well Somewhat well Quite well Extremely well

43. How often do you use strategies to learn more effectively?

- Almost never Once in a while Sometimes Frequently Almost always

Other Points of View

In this section, please tell us about how much, if at all, you think about your teachers' perspectives.

44. How hard do you try to understand your teachers' point of view?

- Not hard at all Slightly hard Somewhat hard Quite hard Extremely hard

45. During class, how hard do you try to understand what your teachers are feeling?

- Not hard at all Slightly hard Somewhat hard Quite hard Extremely hard

46. Overall, how much effort do you put into figuring out what your teachers are thinking?

- Almost no effort A small amount of effort Some effort Quite a bit of effort A tremendous amount of effort

47. How much effort have you put into figuring out what your teachers' goals are?

- Almost no effort A small amount of effort Some effort Quite a bit of effort A tremendous amount of effort



48. How much do you try to understand your teachers' motivation for doing different classroom activities?

- Not at all A little bit Somewhat Quite a bit A tremendous amount

49. When your teachers seem to be in a worse mood than usual, how hard do you try to understand the reasons why?

- Not hard at all Slightly hard Somewhat hard Quite hard Extremely hard

Feelings in General

In this section, we are hoping to learn how you experience different emotions that may occur in your life (whether inside or outside of school).

50. When you are feeling pressured, how easily can you stay in control?

- Not easily at all Slightly easily Somewhat easily Quite easily Extremely easily

51. How often are you able to pull yourself out of a bad mood?

- Almost never Once in a while Sometimes Frequently Almost always

52. When everybody around you gets angry, how relaxed can you stay?

- Not relaxed at all Slightly relaxed Somewhat relaxed Quite relaxed Extremely relaxed

53. How often are you able to control your emotions when you need to?

- Almost never Once in a while Sometimes Frequently Almost always

54. Once you get upset, how often can you get yourself to relax?

- Almost never Once in a while Sometimes Frequently Almost always

55. When things go wrong for you, how calm are you able to remain?

- Not calm at all Slightly calm Somewhat calm Quite calm Extremely calm

Perceptions of Class

In this section, we would like to know about your experience in your classes.

56. How excited are you about going to your classes?

- Not at all excited Slightly excited Somewhat excited Quite excited Extremely excited

57. How often do you get so focused on activities in your classes that you lose track of time?

- Almost never Once in a while Sometimes Frequently Almost always



58. In your classes, how eager are you to participate?

- Not at all eager Slightly eager Somewhat eager Quite eager Extremely eager

59. When you are not in school, how often do you talk about ideas from your classes?

- Almost never Once in a while Sometimes Frequently Almost always

60. Overall, how interested are you in your classes?

- Not at all interested Slightly interested Somewhat interested Quite interested Extremely interested

Your Teachers During Class

Please tell us about how much your teachers encourage you to do your best.

61. How often do your teachers make you explain your answers?

- Almost never Once in a while Sometimes Frequently Almost always

62. When you feel like giving up on a difficult task, how likely is it that your teachers will make you keep trying?

- Not at all likely Slightly likely Somewhat likely Quite likely Extremely likely

63. How much do your teachers encourage you to do your best?

- Do not encourage me at all Encourage me a little Encourage me some Encourage me quite a bit Encourage me a tremendous amount

64. How often do your teachers take time to make sure you understand the material?

- Almost never Once in a while Sometimes Frequently Almost always

65. Overall, how high are your teachers' expectations of you?

- Not high at all Slightly high Somewhat high Quite high Extremely high

66. When you see people at school who need help, how often do you try to help them?

- Almost never Once in a while Sometimes Frequently Almost always

67. When people at school seem upset, how concerned do you get?

- Not at all concerned Slightly concerned Somewhat concerned Quite concerned Extremely concerned

68. When you see people outside of school who need help, how often do you try to help them?

- Almost never Once in a while Sometimes Frequently Almost always



69. When people outside of school seem upset, how concerned do you get?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not at all concerned	Slightly concerned	Somewhat concerned	Quite concerned	Extremely concerned

70. How hopeful do you feel about school?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not at all hopeful	Slightly hopeful	Somewhat hopeful	Quite hopeful	Extremely hopeful

71. How hopeful do you feel about life?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not hopeful at all	A little hopeful	Somewhat hopeful	Quite hopeful	Extremely hopeful

72. How excited are you about your future classes?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not at all excited	Slightly excited	Somewhat excited	Quite excited	Extremely excited

73. How excited are you about your future?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not at all excited	Slightly excited	Somewhat excited	Quite excited	Extremely excited

74. How likely are you to graduate high school?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not at all likely	Slightly likely	Somewhat likely	Quite likely	Extremely likely

75. How likely are you to be successful in life?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not at all likely	Slightly likely	Somewhat likely	Quite likely	Extremely likely

76. How often do you expect good things to happen to you at school?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Almost never	Once in a while	Sometimes	Frequently	Almost always

77. How often do you expect good things to happen to you in life?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Almost never	Once in a while	Sometimes	Frequently	Almost always

Feelings About School

For the following questions, we are interested in learning more about how you think about your school. Please give us your honest opinions so that we can better understand your experience and work to make the school a better place.

78. How often do teachers encourage you to learn about people from different races, ethnicities, or cultures?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Almost never	Once in a while	Sometimes	Frequently	Almost always



79. How often do you think about what someone of a different race, ethnicity, or culture experiences?

- Almost never Once in a while Sometimes Frequently Almost always

80. How confident are you that students at your school can have honest conversations with each other about race?

- Not at all confident Slightly confident Somewhat confident Quite confident Extremely confident

81. At your school, how often are you encouraged to think more deeply about race-related topics?

- Almost never Once in a while Sometimes Frequently Almost always

82. When there are major news events related to race, how often do adults at your school talk about them with students?

- Almost never Once in a while Sometimes Frequently Almost always

83. How well does your school help students speak out against racism?

- Not at all well Slightly well Somewhat well Quite well Extremely well

SAMPLE FORM



SY 22-23 Teacher Perception of Student Survey

Please complete these questions for this student.

Grit

1. If this student fails to reach an important goal, how likely is s/he to try again?

- Not at all likely Slightly likely Somewhat likely Quite likely Extremely likely

2. How often does this student stay focused on the same goal for several months at a time?

- Almost never Once in awhile Sometimes Frequently Almost always

Self-Management

3. Overall, how focused is this student in your classroom?

- Not at all focused Slightly focused Somewhat focused Quite focused Extremely focused

Social Awareness

4. During the past 30 days, how considerate was this student of his/her classmates' feelings?

- Not at all considerate Slightly considerate Somewhat considerate Quite considerate Extremely considerate

Self-Efficacy

5. How confident is this student in his or her ability to learn all the material presented in your class?

- Not at all confident Slightly confident Somewhat confident Quite confident Extremely confident

Classroom Effort

6. Overall, how much effort does this student put forth during your class?

- Almost no effort A little bit of effort Some effort Quite a bit of effort A great deal of effort

Social Perspective-Taking

7. Overall, how much effort does this student put into figuring out what you are thinking?

- Almost no effort A small amount of effort Some effort Quite a bit of effort A tremendous amount of effort

Emotion Regulation

8. How often is this student able to control his/her emotions when s/he needs to?

- Almost never Once in awhile Sometimes Frequently Almost always



Engagement

9. Overall, how interested is this student in your class?

Not at all interested

Slightly interested

Somewhat interested

Quite interested

Extremely interested

SAMPLE FORM



SY 22-23 Teacher Perception of Student Survey

Please complete these questions for this student.

Grit

1. If this student fails to reach an important goal, how likely is s/he to try again?

- Not at all likely Slightly likely Somewhat likely Quite likely Extremely likely

2. How often does this student stay focused on the same goal for several months at a time?

- Almost never Once in awhile Sometimes Frequently Almost always

Self-Management

3. Overall, how focused is this student in your classroom?

- Not at all focused Slightly focused Somewhat focused Quite focused Extremely focused

Social Awareness

4. During the past 30 days, how considerate was this student of his/her classmates' feelings?

- Not at all considerate Slightly considerate Somewhat considerate Quite considerate Extremely considerate

Self-Efficacy

5. How confident is this student in his or her ability to learn all the material presented in your class?

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6. Overall, how much effort does this student put forth during your class?

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Engagement

9. Overall, how interested is this student in your class?

Not at all interested

Slightly interested

Somewhat interested

Quite interested

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SAMPLE FORM



SY 22-23 Teacher Perception of Student Survey

Self-Management

1. Overall, how focused is this student in your classroom?

- Not at all focused Slightly focused Somewhat focused Quite focused Extremely focused

Social Awareness

2. During the past 30 days, how considerate was this student of his/her classmates' feelings?

- Not at all considerate Slightly considerate Somewhat considerate Quite considerate Extremely considerate

Self-Efficacy

3. How confident is this student in his or her ability to learn all the material presented in your class?

- Not at all confident Slightly confident Somewhat confident Quite confident Extremely confident

Classroom Effort

4. Overall, how much effort does this student put forth during your class?

- Almost no effort A little bit of effort Some effort Quite a bit of effort A great deal of effort

Emotion Regulation

5. How often is this student able to control his/her emotions when s/he needs to?

- Almost never Once in awhile Sometimes Frequently Almost always

Engagement

6. Overall, how interested is this student in your class?

- Not at all interested Slightly interested Somewhat interested Quite interested Extremely interested



SY 23-24 Student SEL Competencies

To better support you, your school and teachers would like to ask you some questions about how you think and feel. Only your teachers and school leaders will be able to see your responses, which will not affect your class grades. Please respond honestly—there are no right or wrong answers!

Your Current Classes

Please tell us about how you feel about your current teachers and classes.

1. How many of your teachers are respectful towards you?

None of my teachers

A few of my teachers

About half of my
teachers

Most of my teachers

All of my teachers

2. How confident are you that you can complete all the work that is assigned in your classes?

Not at all confident

Slightly confident

Somewhat confident

Quite confident

Extremely confident

3. If you walked into class upset, how many of your teachers would be concerned?

None of my teachers

A few of my teachers

About half of my
teachers

Most of my teachers

All of my teachers

4. When complicated ideas are presented in class, how confident are you that you can understand them?

Not at all confident

Slightly confident

Somewhat confident

Quite confident

Extremely confident

5. If you came back to visit class three years from now, how many of your teachers would be excited to see you?

None of my teachers

A few of my teachers

About half of my
teachers

Most of my teachers

All of my teachers

6. How confident are you that you can learn all the material presented in your classes?

Not at all confident

Slightly confident

Somewhat confident

Quite confident

Extremely confident

7. When your teachers ask how you are doing, how many of them are really interested in your answer?

None of my teachers

A few of my teachers

About half of my
teachers

Most of my teachers

All of my teachers

8. How confident are you that you can do the hardest work that is assigned in your classes?

Not at all confident

Slightly confident

Somewhat confident

Quite confident

Extremely confident



9. How many of your teachers would you be excited to have again in the future?

-
- None of my teachers A few of my teachers About half of my teachers Most of my teachers All of my teachers

10. How confident are you that you will remember what you learned in your current classes, next year?

-
- Not at all confident Slightly confident Somewhat confident Quite confident Extremely confident

Your Behavior

Please answer the following questions about how you respond to different situations. During the past 30 days...

11. How often did you come to class prepared?

-
- Almost never Once in a while Sometimes Frequently Almost all the time

12. How often did you follow directions in class?

-
- Almost never Once in a while Sometimes Frequently Almost all the time

13. How often did you get your work done right away, instead of waiting until the last minute?

-
- Almost never Once in a while Sometimes Frequently Almost all the time

14. How often were you polite to adults?

-
- Almost never Once in a while Sometimes Frequently Almost all the time

15. How often did you pay attention and resist distractions?

-
- Almost never Once in a while Sometimes Frequently Almost all the time

16. When you were working independently, how often did you stay focused?

-
- Almost never Once in a while Sometimes Frequently Almost all the time

17. How often did you remain calm, even when someone was bothering you or saying bad things?

-
- Almost never Once in a while Sometimes Frequently Almost all the time

18. How often did you allow others to speak without interruption?

-
- Almost never Once in a while Sometimes Frequently Almost all the time

19. How often were you polite to other students?

-
- Almost never Once in a while Sometimes Frequently Almost all the time



20. How often did you keep your temper in check?

- Almost never Once in a while Sometimes Frequently Almost all the time

Feelings About Being at School

In this section, we would like to understand how you feel about your school.

21. How well do people at your school understand you as a person?

- Do not understand at all Understand a little Understand somewhat Understand quite a bit Completely understand

22. How connected do you feel to the adults at your school?

- Not at all connected Slightly connected Somewhat connected Quite connected Extremely connected

23. How much respect do students in your school show you?

- No respect at all A little bit of respect Some respect Quite a bit of respect A tremendous amount of respect

24. How much do you matter to others at this school?

- Do not matter at all Matter a little bit Matter somewhat Matter quite a bit Matter a tremendous amount

25. Overall, how much do you feel like you belong at your school?

- Do not belong at all Belong a little bit Belong somewhat Belong quite a bit Completely belong

Learning

In this section, we would like for you to think about your overall learning experience at school. Please answer the following questions to help us better understand how you learn in general.

26. When you get stuck while learning something new, how likely are you to try a different strategy?

- Not at all likely Slightly likely Somewhat likely Quite likely Extremely likely

27. How confident are you that you can choose an effective strategy to get your schoolwork done well?

- Not at all confident Slightly confident Somewhat confident Quite confident Extremely confident

28. Before you start on a challenging project, how often do you think about the best way to approach the project?

- Almost never Once in a while Sometimes Frequently Almost always



29. Overall, how well do your learning strategies help you learn more effectively?

- Not well at all Slightly well Somewhat well Quite well Extremely well

30. How often do you use strategies to learn more effectively?

- Almost never Once in a while Sometimes Frequently Almost always

Feelings in General

In this section, we are hoping to learn how you experience different emotions that may occur in your life (whether inside or outside of school).

31. When you are feeling pressured, how easily can you stay in control?

- Not easily at all Slightly easily Somewhat easily Quite easily Extremely easily

32. How often are you able to pull yourself out of a bad mood?

- Almost never Once in a while Sometimes Frequently Almost always

33. When everybody around you gets angry, how relaxed can you stay?

- Not relaxed at all Slightly relaxed Somewhat relaxed Quite relaxed Extremely relaxed

34. How often are you able to control your emotions when you need to?

- Almost never Once in a while Sometimes Frequently Almost always

35. Once you get upset, how often can you get yourself to relax?

- Almost never Once in a while Sometimes Frequently Almost always

36. When things go wrong for you, how calm are you able to remain?

- Not calm at all Slightly calm Somewhat calm Quite calm Extremely calm

Perceptions of Class

In this section, we would like to know about your experience in your classes.

37. How excited are you about going to your classes?

- Not at all excited Slightly excited Somewhat excited Quite excited Extremely excited

38. How often do you get so focused on activities in your classes that you lose track of time?

- Almost never Once in a while Sometimes Frequently Almost always



39. In your classes, how eager are you to participate?

- Not at all eager Slightly eager Somewhat eager Quite eager Extremely eager

40. When you are not in school, how often do you talk about ideas from your classes?

- Almost never Once in a while Sometimes Frequently Almost always

41. Overall, how interested are you in your classes?

- Not at all interested Slightly interested Somewhat interested Quite interested Extremely interested

Your Teachers During Class

Please tell us about how much your teachers encourage you to do your best.

42. How often do your teachers make you explain your answers?

- Almost never Once in a while Sometimes Frequently Almost always

43. When you feel like giving up on a difficult task, how likely is it that your teachers will make you keep trying?

- Not at all likely Slightly likely Somewhat likely Quite likely Extremely likely

44. How much do your teachers encourage you to do your best?

- Do not encourage me at all Encourage me a little Encourage me some Encourage me quite a bit Encourage me a tremendous amount

45. How often do your teachers take time to make sure you understand the material?

- Almost never Once in a while Sometimes Frequently Almost always

46. Overall, how high are your teachers' expectations of you?

- Not high at all Slightly high Somewhat high Quite high Extremely high

47. How hopeful do you feel about school?

- Not at all hopeful Slightly hopeful Somewhat hopeful Quite hopeful Extremely hopeful

48. How hopeful do you feel about life?

- Not hopeful at all A little hopeful Somewhat hopeful Quite hopeful Extremely hopeful

49. How excited are you about your future classes?

- Not at all excited Slightly excited Somewhat excited Quite excited Extremely excited



50. How excited are you about your future?

Not at all excited

Slightly excited

Somewhat excited

Quite excited

Extremely excited

51. How likely are you to graduate high school?

Not at all likely

Slightly likely

Somewhat likely

Quite likely

Extremely likely

52. How likely are you to be successful in life?

Not at all likely

Slightly likely

Somewhat likely

Quite likely

Extremely likely

53. How often do you expect good things to happen to you at school?

Almost never

Once in a while

Sometimes

Frequently

Almost always

54. How often do you expect good things to happen to you in life?

Almost never

Once in a while

Sometimes

Frequently

Almost always

SAMPLE FORM



SY 23-24 Student SEL Competencies

To better support you, your school and teachers would like to ask you some questions about how you think and feel. Only your teachers and school leaders will be able to see your responses, which will not affect your class grades. Please respond honestly—there are no right or wrong answers!

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Please tell us about how you feel about your current teachers and classes.

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teachers

Most of my teachers

All of my teachers

2. How confident are you that you can complete all the work that is assigned in your classes?

Not at all confident

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3. If you walked into class upset, how many of your teachers would be concerned?

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5. If you came back to visit class three years from now, how many of your teachers would be excited to see you?

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15. How often did you pay attention and resist distractions?

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16. When you were working independently, how often did you stay focused?

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Perceptions of Class

In this section, we would like to know about your experience in your classes.

37. How excited are you about going to your classes?

- Not at all excited Slightly excited Somewhat excited Quite excited Extremely excited

38. How often do you get so focused on activities in your classes that you lose track of time?

- Almost never Once in a while Sometimes Frequently Almost always



39. In your classes, how eager are you to participate?

- Not at all eager Slightly eager Somewhat eager Quite eager Extremely eager

40. When you are not in school, how often do you talk about ideas from your classes?

- Almost never Once in a while Sometimes Frequently Almost always

41. Overall, how interested are you in your classes?

- Not at all interested Slightly interested Somewhat interested Quite interested Extremely interested

Your Teachers During Class

Please tell us about how much your teachers encourage you to do your best.

42. How often do your teachers make you explain your answers?

- Almost never Once in a while Sometimes Frequently Almost always

43. When you feel like giving up on a difficult task, how likely is it that your teachers will make you keep trying?

- Not at all likely Slightly likely Somewhat likely Quite likely Extremely likely

44. How much do your teachers encourage you to do your best?

- Do not encourage me at all Encourage me a little Encourage me some Encourage me quite a bit Encourage me a tremendous amount

45. How often do your teachers take time to make sure you understand the material?

- Almost never Once in a while Sometimes Frequently Almost always

46. Overall, how high are your teachers' expectations of you?

- Not high at all Slightly high Somewhat high Quite high Extremely high

47. How hopeful do you feel about school?

- Not at all hopeful Slightly hopeful Somewhat hopeful Quite hopeful Extremely hopeful

48. How hopeful do you feel about life?

- Not hopeful at all A little hopeful Somewhat hopeful Quite hopeful Extremely hopeful

49. How excited are you about your future classes?

- Not at all excited Slightly excited Somewhat excited Quite excited Extremely excited



50. How excited are you about your future?

Not at all excited

Slightly excited

Somewhat excited

Quite excited

Extremely excited

51. How likely are you to graduate high school?

Not at all likely

Slightly likely

Somewhat likely

Quite likely

Extremely likely

52. How likely are you to be successful in life?

Not at all likely

Slightly likely

Somewhat likely

Quite likely

Extremely likely

53. How often do you expect good things to happen to you at school?

Almost never

Once in a while

Sometimes

Frequently

Almost always

54. How often do you expect good things to happen to you in life?

Almost never

Once in a while

Sometimes

Frequently

Almost always

SAMPLE FORM



SY 23-24 Student SEL Competencies

To better support you, your school and teachers would like to ask you some questions about how you think and feel. Only your teachers and school leaders will be able to see your responses, which will not affect your class grades. Please respond honestly—there are no right or wrong answers!

Your Class

Please tell us about how you feel about your current class.

1. How sure are you that you can complete all the work that is assigned in your class?

Not at all sure

Slightly sure

Somewhat sure

Quite sure

Extremely sure

2. When complicated ideas are discussed in class, how sure are you that you can understand them?

Not at all sure

Slightly sure

Somewhat sure

Quite sure

Extremely sure

3. How sure are you that you can learn all the topics taught in your class?

Not at all sure

Slightly sure

Somewhat sure

Quite sure

Extremely sure

4. How sure are you that you can do the hardest work that is assigned in your class?

Not at all sure

Slightly sure

Somewhat sure

Quite sure

Extremely sure

5. How sure are you that you will remember what you learned in your current class, next year?

Not at all sure

Slightly sure

Somewhat sure

Quite sure

Extremely sure

Your Behavior

Please answer the following questions about how you respond to different situations. During the past 30 days...

6. How often were you polite to adults?

Almost never

Once in a while

Sometimes

Frequently

Almost all the time

7. How often did you come to class prepared?

Almost never

Once in a while

Sometimes

Frequently

Almost all the time

8. How often did you follow directions in class?

Almost never

Once in a while

Sometimes

Frequently

Almost all the time

9. How often did you get your work done right away, instead of waiting until the last minute?

Almost never

Once in a while

Sometimes

Frequently

Almost all the time



10. How often did you pay attention and ignore distractions?

- Almost never Once in a while Sometimes Frequently Almost all the time

11. When you were working independently, how often did you stay focused?

- Almost never Once in a while Sometimes Frequently Almost all the time

12. How often did you remain calm, even when someone was bothering you or saying bad things?

- Almost never Once in a while Sometimes Frequently Almost all the time

13. How often did you allow others to speak without interrupting them?

- Almost never Once in a while Sometimes Frequently Almost all the time

14. How often were you polite to other students?

- Almost never Once in a while Sometimes Frequently Almost all the time

15. How often did you keep your temper under control?

- Almost never Once in a while Sometimes Frequently Almost all the time

Feelings About Being at School

In this section, we would like to understand how you feel about your school.

16. How well do people at your school understand you as a person?

- Do not understand at all Understand a little Understand somewhat Understand quite a bit Completely understand

17. How much support do the adults at your school give you?

- No support at all A little bit of support Some support Quite a bit of support A tremendous amount of support

18. How much respect do students at your school show you?

- No respect at all A little bit of respect Some respect Quite a bit of respect A tremendous amount of respect

19. Overall, how much do you feel like you belong at your school?

- Do not belong at all Belong a little bit Belong somewhat Belong quite a bit Completely belong



Learning

In this section, we would like for you to think about your overall learning experience at school. Please answer the following questions to help us better understand how you learn in general.

20. When you get stuck while learning something new, how likely are you to try to learn it in a different way?
- Not at all likely Slightly likely Somewhat likely Quite likely Extremely likely
21. How sure are you that you can figure out a good way to get your schoolwork done well?
- Not at all sure Slightly sure Somewhat sure Quite sure Extremely sure
22. Before you start on a challenging project, how often do you think about the best way to do it?
- Almost never Once in a while Sometimes Frequently Almost always
23. Overall, how well can you figure out how to learn things?
- Not well at all Slightly well Somewhat well Quite well Extremely well

Feelings in General

In this section, we are hoping to learn how you experience different emotions that may occur in your life (whether inside or outside of school).

24. How often are you able to pull yourself out of a bad mood?
- Almost never Once in a while Sometimes Frequently Almost always
25. When everybody around you gets angry, how relaxed can you stay?
- Not relaxed at all Slightly relaxed Somewhat relaxed Quite relaxed Extremely relaxed
26. How often are you able to control your emotions when you need to?
- Almost never Once in a while Sometimes Frequently Almost always
27. Once you get upset, how often can you get yourself to relax?
- Almost never Once in a while Sometimes Frequently Almost always
28. When things go wrong for you, how calm are you able to stay?
- Not calm at all Slightly calm Somewhat calm Quite calm Extremely calm



Perceptions of Class

In this section, we would like to know about your experience in this class.

29. How excited are you about going to this class?

- Not at all excited Slightly excited Somewhat excited Quite excited Extremely excited

30. How focused are you on the activities in this class?

- Not at all focused Slightly focused Somewhat focused Quite focused Extremely focused

31. In this class, how excited are you to participate?

- Not at all excited Slightly excited Somewhat excited Quite excited Extremely excited

32. When you are not in school, how often do you talk about ideas from this class?

- Almost never Once in a while Sometimes Frequently Almost always

33. How interested are you in this class?

- Not at all interested Slightly interested Somewhat interested Quite interested Extremely interested

34. How hopeful do you feel about life?

- Not hopeful at all A little hopeful Somewhat hopeful Quite hopeful Extremely hopeful

35. How excited are you about your future?

- Not at all excited Slightly excited Somewhat excited Quite excited Extremely excited

36. How likely are you to be successful in life?

- Not at all likely Slightly likely Somewhat likely Quite likely Extremely likely

37. How often do you expect good things to happen to you at school?

- Almost never Once in a while Sometimes Frequently Almost always

38. How often do you expect good things to happen to you in life?

- Almost never Once in a while Sometimes Frequently Almost always



Your Current Classes

Please tell us about how you feel about your current teachers and classes.

39. How many of your teachers are respectful towards you?

- None of my teachers A few of my teachers About half of my teachers Most of my teachers All of my teachers

40. If you walked into class upset, how many of your teachers would be concerned?

- None of my teachers A few of my teachers About half of my teachers Most of my teachers All of my teachers

41. If you came back to visit class three years from now, how many of your teachers would be excited to see you?

- None of my teachers A few of my teachers About half of my teachers Most of my teachers All of my teachers

42. When your teachers ask how you are doing, how many of them are really interested in your answer?

- None of my teachers A few of my teachers About half of my teachers Most of my teachers All of my teachers

43. How many of your teachers would you be excited to have again in the future?

- None of my teachers A few of my teachers About half of my teachers Most of my teachers All of my teachers

Your Teachers During Class

Please tell us about how much your teachers encourage you to do your best.

44. How often do your teachers make you explain your answers?

- Almost never Once in a while Sometimes Frequently Almost always

45. When you feel like giving up on a difficult task, how likely is it that your teachers will make you keep trying?

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46. How much do your teachers encourage you to do your best?

- Do not encourage me at all Encourage me a little Encourage me some Encourage me quite a bit Encourage me a tremendous amount

47. How often do your teachers take time to make sure you understand the material?

- Almost never Once in a while Sometimes Frequently Almost always



48. Overall, how high are your teachers' expectations of you?

Not high at all

Slightly high

Somewhat high

Quite high

Extremely high

SAMPLE FORM



SY 23-24 Teacher Perception of Student Survey

Please complete these questions for this student.

Self-Management

1. Overall, how focused is this student in your classroom?

- Not at all focused Slightly focused Somewhat focused Quite focused Extremely focused

Self-Efficacy

2. How confident is this student in his or her ability to learn all the material presented in your class?

- Not at all confident Slightly confident Somewhat confident Quite confident Extremely confident

Classroom Effort

3. Overall, how much effort does this student put forth during your class?

- Almost no effort A little bit of effort Some effort Quite a bit of effort A great deal of effort

Emotion Regulation

4. How often is this student able to control his/her emotions when s/he needs to?

- Almost never Once in awhile Sometimes Frequently Almost always

Engagement

5. Overall, how interested is this student in your class?

- Not at all interested Slightly interested Somewhat interested Quite interested Extremely interested



SY 23-24 Teacher Perception of Student Survey

Please complete these questions for this student.

Self-Management

1. Overall, how focused is this student in your classroom?

- Not at all focused Slightly focused Somewhat focused Quite focused Extremely focused

Self-Efficacy

2. How confident is this student in his or her ability to learn all the material presented in your class?

- Not at all confident Slightly confident Somewhat confident Quite confident Extremely confident

Classroom Effort

3. Overall, how much effort does this student put forth during your class?

- Almost no effort A little bit of effort Some effort Quite a bit of effort A great deal of effort

Emotion Regulation

4. How often is this student able to control his/her emotions when s/he needs to?

- Almost never Once in awhile Sometimes Frequently Almost always

Engagement

5. Overall, how interested is this student in your class?

- Not at all interested Slightly interested Somewhat interested Quite interested Extremely interested



SY 23-24 Teacher Perception of Student Survey

Self-Management

1. Overall, how focused is this student in your classroom?

- Not at all focused Slightly focused Somewhat focused Quite focused Extremely focused

Self-Efficacy

2. How confident is this student in his or her ability to learn all the material presented in your class?

- Not at all confident Slightly confident Somewhat confident Quite confident Extremely confident

Classroom Effort

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- Almost no effort A little bit of effort Some effort Quite a bit of effort A great deal of effort

Emotion Regulation

4. How often is this student able to control his/her emotions when s/he needs to?

- Almost never Once in awhile Sometimes Frequently Almost always

Engagement

5. Overall, how interested is this student in your class?

- Not at all interested Slightly interested Somewhat interested Quite interested Extremely interested

Parent Portal - Test Results

Access your parent portal account.

<https://d11.powerschool.com/public/home.html>

After logging into your account, on the left menu, choose Additional Reports.

Navigation

- Grades and Attendance
- Grade History
- Class Registration
- Balance
- My Schedule
- School Information
- Account Preferences
- Test Results
- Additional Reports**

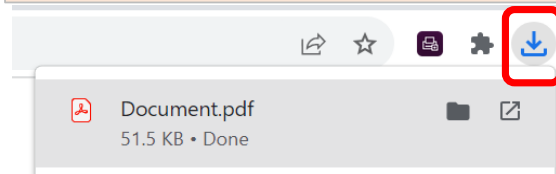
You will have the option of DownloadFile for each test.



Please click on the download button to open

Document Type	Document Name	
CMAS	English Language Arts/Literacy	DownLoadFile
CMAS	Mathematics	DownLoadFile
Panorama	Panorama Student Engagement Survey	DownLoadFile

Once you click on the document, it will appear in your downloads on the top right of your screen.



If you are inside the D11 firewall, you will not be able to access these documents.

Student Success and Wellness

Valerie Scates

Executive Director

Dr. Jennifer Schulte

MTSS Facilitator, Elementary

Sonia Urban

MTSS Facilitator, Secondary



2017 Mill Levy Override

PIP 1: Comprehensive Student Support Model (CSSM)

This program addresses K-12 student needs with the implementation of a coordinated program of professionals and resources.

The purpose is to implement comprehensive school counseling programs and the development of student-coordinated **teams to address individual and school-based barriers to student achievement.**

Staff additions will be new to the elementary schools and augment what is currently in place for the middle and high schools.

This model will support students with a **preventative and interconnected approach to enhance student outcomes**, social/emotional interventions, behavioral supports, and health-related needs.



PHASING PLAN - Comprehensive Student Support Model

6 Elementary School Counselors
12 MS/HS School Counselors
3 School Psychologists
1 MTSS Facilitator
1 Nurse
1 Executive Director

6 Elementary School Counselors
2 MS/HS School Counselors
2 School Psychologists
2.5 School Nurses

6 Elementary School Counselors
1 School Psychologist
1 School Nurse

6 Elementary School Counselors
2 MS/HS School Counselors

9 Elementary School Counselors
2 School Psychologists



Colorado Springs School District Panorama Survey Insights Report

2.13.23



Tonight's Agenda

- Overview of Panorama
- Context for the Student Panorama Survey
- Student Panorama Survey Insights
- Additional Supports and Next Steps

Overview of Panorama



Alex Dexheimer

Teaching & Learning

 Minneapolis, MN

@PanoramaEd

About Panorama Education

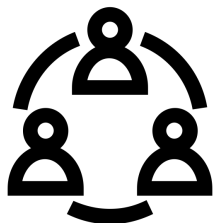
- **Our Mission:** Radically improve education for every student
- **Our Team:** Educators, software developers, designers, and researchers
- **Our Community:** 12 million students in 21,000 schools in 1500+ school districts across the country!

Supporting the Whole Child

Attendance

DID YOU KNOW?

Highly engaged students are **57% less likely** to be **chronically absent** in school than students who report low engagement.



Behavior

DID YOU KNOW?

Students who report low Social Awareness are **2.5x more likely** to have one or more **behavior incidents** than students who report high Social Awareness.



Coursework

DID YOU KNOW?

Students who report high Self-Management are **75% less likely** to face **failing grades** than students who report low Self-Management.



Context for the Student Panorama Survey

Student Voices Over Time (Grades 3-12)

Survey Window	Fall 2018 (3-5 only)	Fall 2019	Fall 2020	Fall 2021	Fall 2022
Responses	1259	4266	3759	7710	12,490
Response Rate	70.5%	83.4%	60.7%	77.9%	77%

Grades 3-5	<ul style="list-style-type: none">● Learning Strategies● Self-Efficacy● Self-Management● Sense of Belonging● Social Awareness	<ul style="list-style-type: none">● Compassion● Emotion Regulation● Engagement● Grit● Hope
Grades 6-12	<ul style="list-style-type: none">● Rigorous Expectations● Self-Efficacy● Self-Management● Sense of Belonging● Social Awareness● Social Perspective-Taking● Teacher-Student Relationships	<ul style="list-style-type: none">● Compassion● Cultural Awareness and Action● Emotion Regulation● Engagement● Grit● Hope● Learning Strategies

How can I tell what is significant?

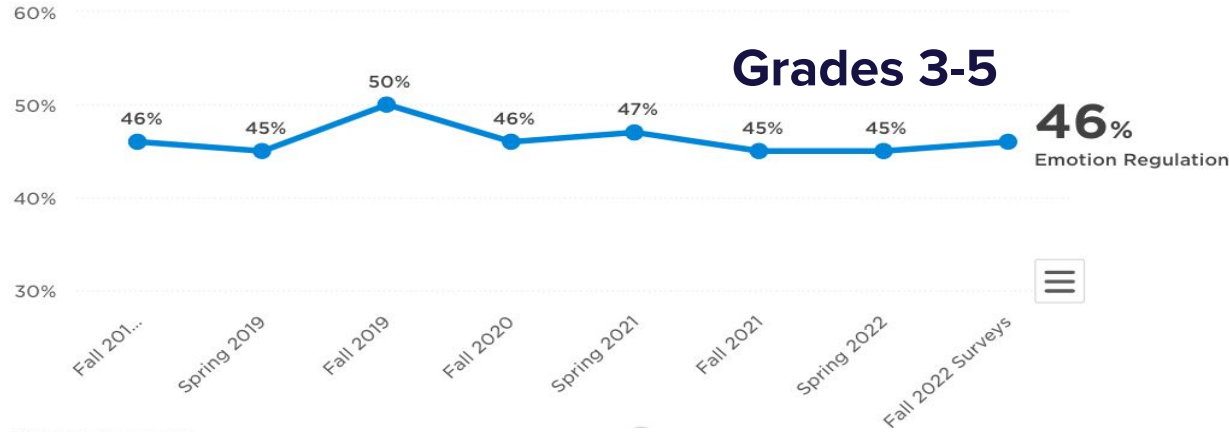
Sample Size (# of respondents)	Change (in % favorable)
3,500+	+/- 1%
900	+/- 2%
400	+/- 3%
220	+/- 4%
140	+/- 5%
100	+/- 6%
70	+/- 7%
60	+/- 8%
50	+/- 9%
40	+/- 10%

Student Panorama Survey Insights

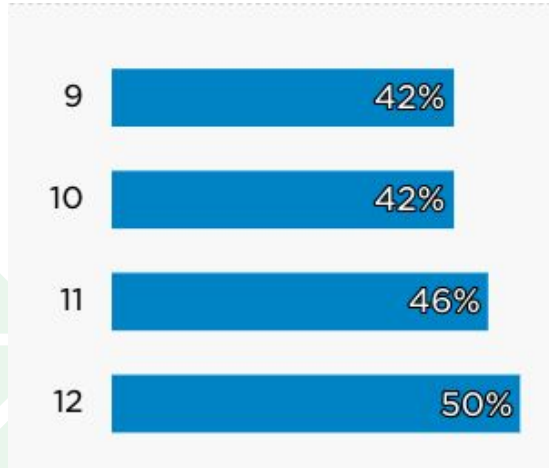
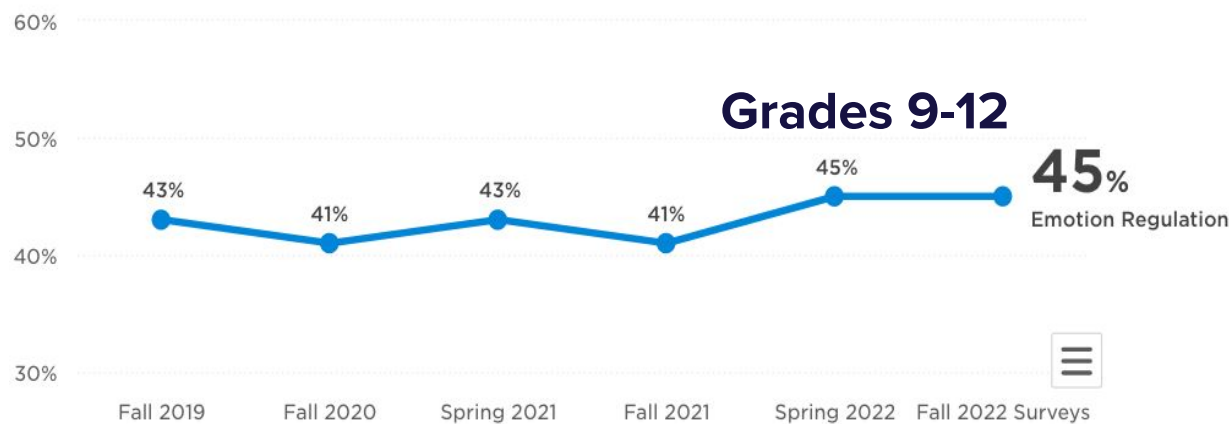
Insight #1 - Emotion Regulation

3-5 have remained in the 45%-46% favorable range for the past three survey administrations. 9-12 seeing significant increase for fall 2022

Percent Favorable



Percent Favorable



Insight #2 - Engagement



Grades 3-5



Grades 6-8



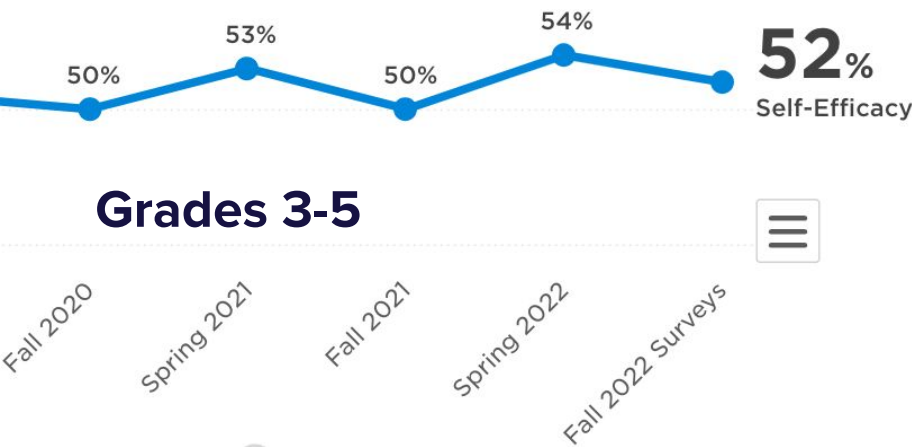
Grades 9-12

26%
Engagement



Noticing a less favorable response trend for grades 9-12. 3-5 also seeing less favorable responses from fall 2021. Grades 6-8 have a significant increase in favorable responses for fall 2022.

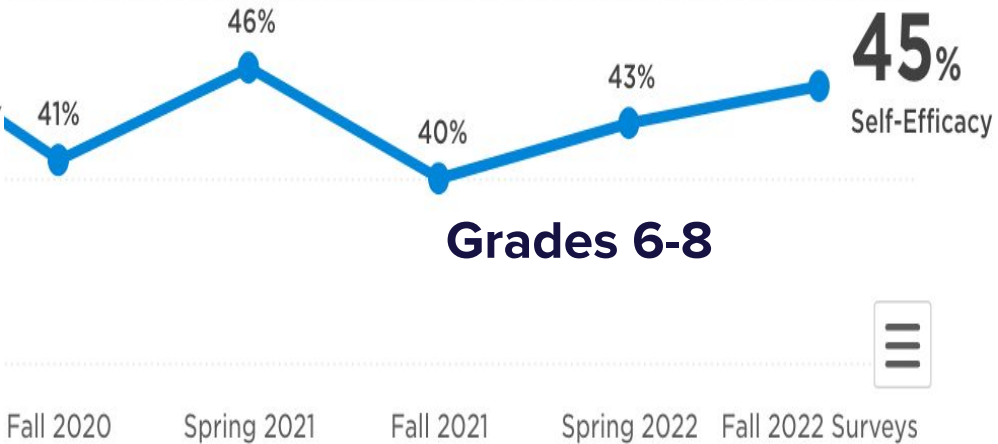
Insight #3 - Self-Efficacy



Grades 3-5

52%

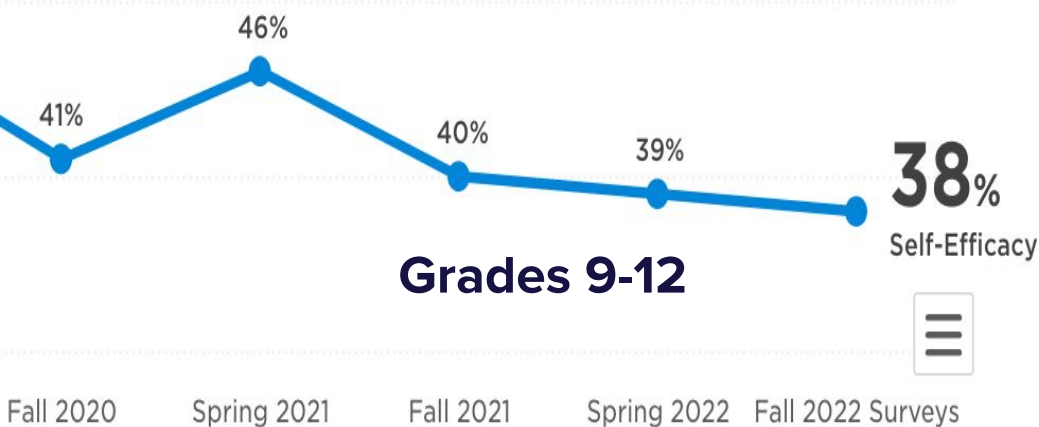
Self-Efficacy



Grades 6-8

45%

Self-Efficacy



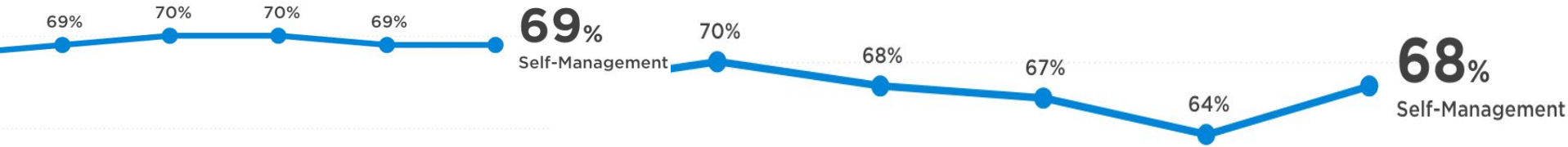
Grades 9-12

38%

Self-Efficacy

Grades 3-8 saw a significant increase in favorable responses from fall '21 to fall '22. 9-12 saw a decrease in favorable responses with the least favorable responses to a question about remembering what they learned in class.

Insight #4 - Self-Management



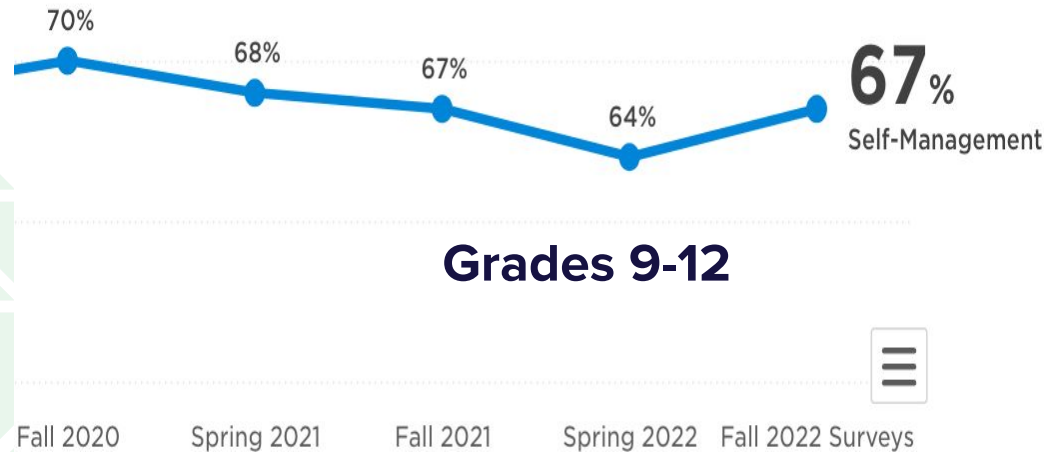
Grades 3-5



Grades 6-8

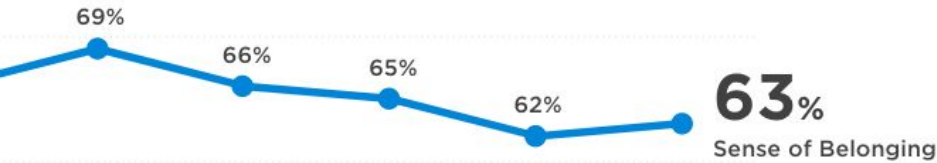


Grades 9-12



3-5 was a slight decrease, 6-8 saw a slight increase and 9-12 saw no change from fall 2021. The most favorable response rate was to a questions about being polite and being able to follow directions.

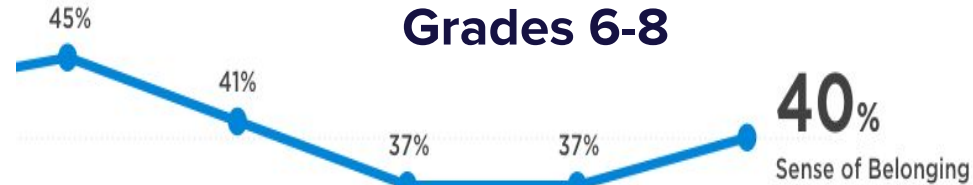
Insight #5 - Sense of Belonging



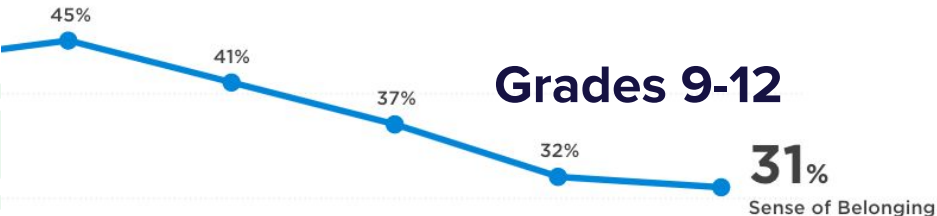
Grades 3-5



Grades 6-8



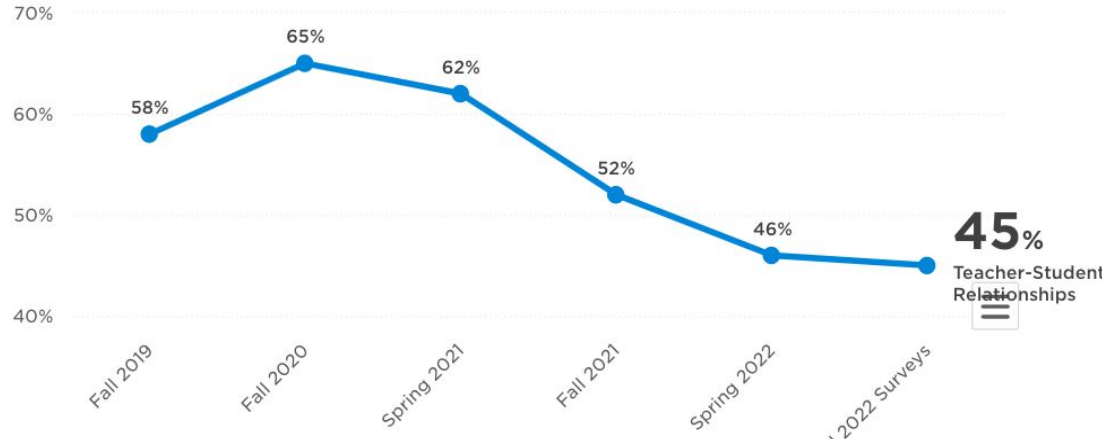
Grades 9-12



We tend to see less favorable responses as students get older. Sense of belonging highlights that trend in D11.

Insight #6 - Teacher-Student Relationships

9-12 Graders are responding less favorable to this topic with the least favorable question focusing on excitement to have teachers again*.



QUESTION



How many of your teachers would you be excited to have again in the future?

36% ⓘ

responded favorably

▼ **6**

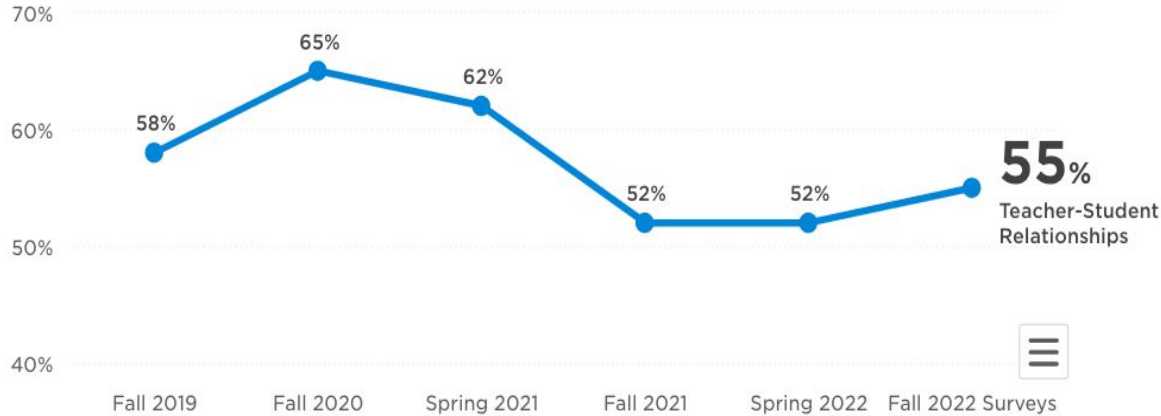
from Spring 2022



Category	Colorado Springs
9	33
10	33
11	38
12	42

Insight #6 - Teacher-Student Relationships

6-8 Graders are responding more favorable to this topic with the most favorable questions focusing on respect and care from teachers*.



QUESTION

➤ How many of your teachers are respectful towards you?

80% ⓘ
responded favorably

▲ 2
from Spring 2022



QUESTION

➤ When your teachers ask how you are doing, how many of them are really interested in your answer?

52% ⓘ
responded favorably

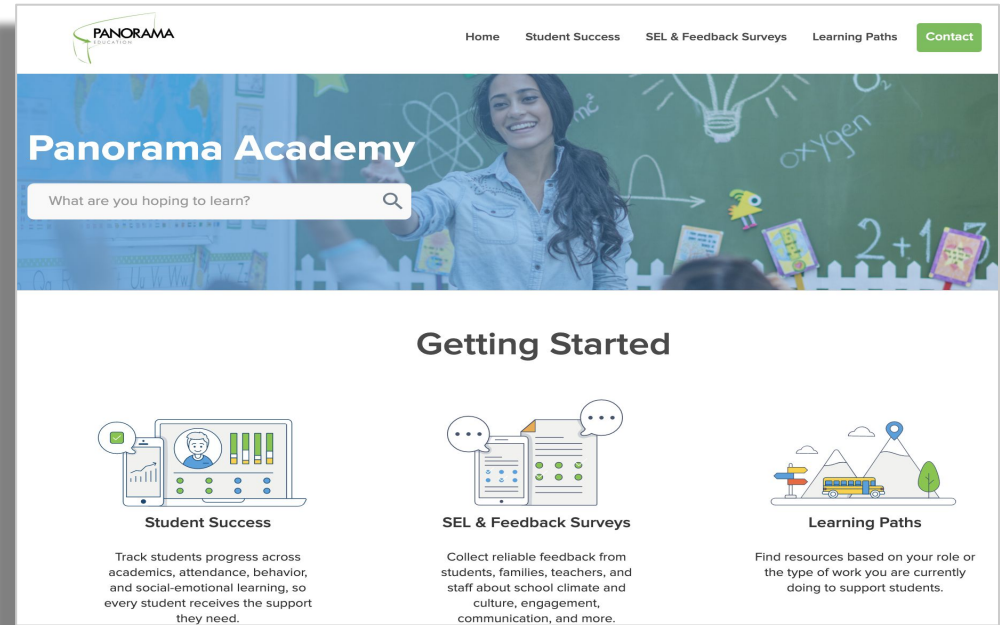
▲ 4
from Spring 2022



Additional Supports and Next Steps

academy.panoramaed.com

- Everything you need to know to get started with Panorama
- Articles, videos, FAQ's and community workshops
- Learn more about the research behind Panorama



The screenshot shows the homepage of the Panorama Academy website. At the top, there is a navigation bar with links for Home, Student Success, SEL & Feedback Surveys, Learning Paths, and a green Contact button. Below the navigation is a large hero image of a smiling teacher in a classroom. Overlaid on the hero image is the text "Panorama Academy" and a search bar with the placeholder text "What are you hoping to learn?". Below the hero image is a section titled "Getting Started" with three columns of content:

- Student Success:** Track students progress across academics, attendance, behavior, and social-emotional learning, so every student receives the support they need.
- SEL & Feedback Surveys:** Collect reliable feedback from students, families, teachers, and staff about school climate and culture, engagement, communication, and more.
- Learning Paths:** Find resources based on your role or the type of work you are currently doing to support students.

- Professional learning library
- Resources from expert organizations
- Easy-to-use and adaptable strategies across multiple topics:
 - Emotion Regulation
 - Sense of Belonging
 - Teacher-Student Relationships



pan-ed.com/playbook

How Panorama Data Survey is used

- Student perception of their skills & environmental supports
- Identifying school-wide needs
- One Plan goal setting & school improvement strategies
- Identifying intervention groups
- MLO accountability
- Measuring student growth for improved academic outcomes and behaviors

- Develop District 11 Panorama website
- Collaborate with Education Insights and Schools
 - Survey administration
 - Analysis of results and sharing with families
 - Support schools with action steps
- Continue to support schools with Comprehensive Student Support Model (CSSM) implementation to meet MLO



Thank You!

Appendix

3x

Students who report low self-management skills are **three times more likely** to have behavior referrals.

2x

Students who feel connected to an adult at school report more than **double their overall sense of belonging.**

+74%

When students feel connected to their teacher, they are **74% more likely** to report using strategies to learn more effectively.

When students believe their teacher encourages them to do their best, they are...

- **5x** more likely to feel connected to their teacher
- **3x** more likely to use ideas from class in their daily life
- **2x** times more likely to feel like they belong in class
- **74%** more likely to say they use strategies to learn more effectively
- **56%** more likely to say they will try to reach an important goal after failing

Why invest in the whole child?

Students who have a sense of belonging at school, positive student-teacher relationships, and self-management, emotional regulation, and self-efficacy skills have these results:

11%

academic gains



improved classroom
behavior & stress
management

11:1

return on investment

Contract # C2016-0070

Employee Climate Survey

Between
Colorado Springs School District No 11
1115 North El Paso Street
Colorado Springs, CO 80903

&

Panorama Education
109 Kingston Street, 5th Floor
Boston, MA 02111

DISTRICT CONTRACTING OFFICE POINT OF CONTACT:

Tina Koenig, Sr. Contracting Officer
Phone: 719-520-2174
Email: tina.koenig@d11.org

DISTRICT TECHNICAL REPRESENTATIVE POINT OF CONTACT:

Janeen Demi-Smith, Executive Director, EDSS
Phone: 719-520-2347
Email: janeen.demi-smith@d11.org

PANORAMA EDUCATION POINT OF CONTACT:

XAN TANNER, President
Phone: 303-641-2603
Email: xtanner@panoramaed.com

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A. CONTRACT SUMMARY

THIS AGREEMENT is effective on 12/18/2015 ("Effective Date"), by and between Panorama Education, located at 109 Kingston Street, 5th Floor, Boston, MA 02111, hereinafter referred to as the "Contractor" and Colorado Springs School District 11, a public school district in the State of Colorado located at 1115 N. El Paso St., Colorado Springs, CO, 80903, hereinafter referred to as the "District." The Contractor and the District are at times individually referred to herein as a "party" or collectively as the "parties". This agreement incorporates terms to cover all purchases made by the District to Contractor for the Employee Climate Survey requirement and shall be assigned to include any additional components as may be needed throughout the term.

Background

The District has over 28,000 students and employs 1,800 teachers with total staff of over 3,400. It is the largest school district in the Pikes Peak region. The District has thirty-three elementary, nine middle, four high, four alternative, and six charter schools.

Recitals

Whereas, the District has a need for evaluating the morale status of the employees,
Whereas, the Contractor has been reviewed for the ability to provide a climate survey through existing and past references,
Whereas, the District has determined that Panorama Education has been judged as the best value, qualified provider for this requirement from a competitive bidding process,

Now Therefore, in accordance with the requirements, provisions, conditions, promises and obligations set forth in this Agreement, Contractor and the District hereby agree as follows:

Contract Type: Firm fixed price

Period of Performance

The effective period of this contract is December 18, 2015 through June 30, 2016.

The District shall have the right to extend the Term of this Agreement up to 6 months, upon presenting Contractor with written notice of the District's election to so extend 30 days prior to the Expiration Date. Any extension of this Agreement is subject to availability and appropriation of funds and District 11 Board of Education approval, when required. Extensions are not guaranteed beyond the initial period of performance. The Contracting Officer's Technical Representative (COTR) will provide extension authority to the Contracting Officer (CO) as soon as it is known that funding and approvals are in place.

B. SCOPE OF WORK

Contractor shall provide the deliverables as per the Solicitation response received. Where there may be any discrepancy between this Scope of Work and the response to the Solicitation from the Contractor, the expectation is that the Contractor will provide as per this Scope of Work at no additional cost or expense.

The following is presented to describe the general expected vendor performance requirements. The apparent silence of any scope of work/specification(s) and any supplemental amendment specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

B.1 EXECUTION AND DELIVERY DATES

The climate/morale survey shall be administered over a two-week to one-month period in January and/or February 2016. Summary reports are to be delivered preferably by May 1, 2016, but absolutely no later than June 30, 2016.

B.2 TECHNICAL REQUIREMENTS:

Deliver a web-based survey that takes no more than 15 minutes to complete with questions that focus on morale or climate among our workforce. The District can email the announcement of the survey (with a web link) to the full list of employees. The awarded organization will collect the responses through a web-based interface. Respondents will include all those employed by Colorado Springs School District 11. Our workforce includes teachers, educational support professionals (bus drivers, food services works, office clerical staff, etc.), and executive professionals (includes accountants, programmers, directors, managers, school leadership such as principals, etc.). This includes approximately 3,700 employees. There are 52 schools/programs, and four divisions plus departments within those divisions.

B.3 DELIVERABLES:

Expectation is that the District will receive a raw data file, as well as summary reports that include graphs and/or tables of results for:

- District overall
 - A narrative report should include an executive summary of no more than 3 pages
 - A summary of responses for all employees for each item (and/or each construct)
 - A PowerPoint which includes 10-25 slides with highlights of strengths and weakness overall
- Each employee group (so a total of three reports)
 - Teachers
 - Executive Professionals
 - Educational Support Professionals
- A separate report for each school/program (N=33 elementary schools; 9 middle schools; 10 high schools or secondary programs)
- A report summarizing elementary schools results overall

- A report summarizing middle school results overall
- Reports summarizing high school results
 - High schools overall
 - Aggregate of traditional high schools
 - Aggregate of non-traditional high schools and programs
- A report highlighting non-school based personnel overall
- A report for each division (so a total of 4 reports)
 - Instruction, Curriculum and Support Services
 - Technology Services
 - Personnel Support Services
 - Business Services
- A report for each department within the divisions whose respondents number 15 or higher (estimated to be approximately 10 reports)

C. GENERAL TERMS AND CONDITIONS

The following administrative Terms and Conditions shall apply to all District solicitations and subsequent Contracts.

C.1 OPTION TO EXTEND THE TERM OF THE CONTRACT

C.1.1 TERM OF AGREEMENT - EXTENSION OPTION

The Contract Agreement will commence on Award Date and continue through completion date.

C.1.2 DISTRICT OBLIGATION

This Contract is not intended to create a multiple fiscal year debt or other obligation and the District's obligations hereunder shall be interpreted and limited in such a manner as to avoid creation of a multiple fiscal year debt or other obligation under the terms of Article X, Section 20, Paragraph 4(b) of the Colorado Constitution.

C.2 RESERVED

C.3 ASSIGNMENTS

This Contract may not be assigned to any other party without written approval from the District which may be withheld in the District's discretion. In the case of insolvency or purchase by a Third Party, Contractor shall do all of the following:

- a. Notify the District in writing 90 days prior to assignment
- b. Provide software source code, if applicable, to the District at no additional cost; or
- c. Ensure the Novation agreement is granted by the new owner at no additional cost to the District.
- d. Provide new Federal Tax ID information

This Contract and all of the terms and provisions hereof shall be binding upon and shall inure to the benefit of both Parties to the extent permitted hereunder. Notwithstanding the foregoing any such assignment shall be subject to the District's approval.

C.4 CONTRACT RELATIONSHIP

The relationship between the Contractor and the District is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. The Contractor shall at all times maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. The Contractor shall be responsible for causing all required workers compensation insurance to be provided for all of its employees and subcontractors.

C.5 NO THIRD PARTY BENEFICIARY

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Contract shall give or allow any such claim of action by any other or third person or entity on such Agreement. It is express intention of the Parties hereto that any person or entity, other than the Parties to this Contract, receiving services or benefits under this Contract shall be deemed to be incidental beneficiaries only.

C.6 APPLICABLE LAW

The Contractor shall comply with all Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this Contract. This Contract shall be construed in accordance with and governed by the laws of the State of Colorado.

C.7 LICENSES, TAXES, PERMITS, AND FEES

The Contractor shall without additional expense to the District, be responsible for obtaining any necessary licenses and permits (including City of Colorado Springs Drainage and Right of Way permits), and for complying with any Federal, State, and municipal laws, codes, and regulations, taxes applicable to the performance of the work. The Contractor shall perform all work in accordance with laws, ordinances, codes, etc., in force in the city, county, and state where the project is located. The Contractor shall pay all applicable taxes, including payroll taxes and all other expenses in connection with the performance of the work. Cost of these items will be considered to be included in the Contract price.

C.8 SALES TAX

Colorado Springs School District No. 11 is a public governmental non-profit entity that is tax exempt under Section 115 of the Internal Revenue Code. The District's Federal tax number is FIN 84-6001179 and the State of Colorado tax number is 98-02922-0000. Federal and State taxes shall not be assessed on purchases for District projects.

C.9 VENUE AND JURISDICTION

Exclusive venue and jurisdiction over any dispute relating in any way to the Contract shall be in the District Court, El Paso County, State of Colorado.

C.10 COLORADO GOVERNMENTAL IMMUNITY ACT

Except as expressly provided herein, Colorado Springs School District No. 11 retains all of its rights under the Colorado Governmental immunity act, Section 24-10-101, et. Seq., C.R.S. This Contract shall not be construed to create any right or benefit for any person who is not a party to this Contract.

C.11 APPROPRIATION OF FUNDS and MULTIPLE YEAR COMMITMENTS

In accord with District governing Board and CRS 24-103-503 entitled Multi-year Contracts, performance of the District's obligations under this Agreement are expressly subject to the appropriation of funds by the Colorado Springs School District No. 11 Board of Education. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the District's obligations under this Agreement, or appropriated funds may not be expended due to Board spending limitations, then the District may terminate this Agreement without compensation to the Contractor. If funds are not available in any fiscal year to continue the Contract, the Contract will be terminated at no cost to the District, upon a 30-day written notice. Upon termination, any materials, supplies, or items of equipment, which have not been fully paid for by the district will be returned to the vendor at the vendor's expense. The District will not purchase similar materials, supplies, or items of equipment during the anticipated life of the terminated Contract without notification of the terminated Contractor and consideration of reinstating the terminated Contract.

C.12 CHANGE ORDERS

The Contracting Officer, at any time, by written order, may make changes in or additions to the services to be performed by this Agreement, issue additional instructions, require modified or additional work or services within the general scope of the Agreement, or vary the amount of District-furnished property. If any of said changes cause an increase or decrease in the cost of, or in the time required for performance of this Agreement an equitable adjustment will be made in the Agreement price or term of performance, or both, and the agreement will be modified in writing accordingly. Any claim by the Provider for adjustment under this clause must be asserted within thirty calendar days from the date of receipt by the Provider of the notification of changes provided, however, that the Contracting Officer, if he or she decides that the facts justify such action, may receive and act on any such claim asserted at any time prior to final payment under this Agreement. Failure to agree to any adjustment will be a dispute concerning a question of fact within the meaning of the clause of this Agreement titled "Disputes." However, nothing in this clause excuses the Provider from proceeding with the agreement as changed, and it is limited to proceeding with its appeal pursuant to the provision titled "Disputes."

C.13 PROTECTION OF DISTRICT PROPERTY

The Contractor shall take all necessary precautions and care to avoid damaging existing buildings, equipment, materials, and vegetation on District property. If the Contractor's failure to take the necessary precautions or negligence results in damage to any of the District's property, the Contractor shall replace or satisfactorily repair the damage at no expense to the District. If the Contractor refuses to make such repairs or replacement, the District will have the right to make the repairs by whatever means necessary and deduct the cost from the Contract price.

C.14 DELAY CAUTION - STUDENTS TESTING

Contractors shall prepare and understand the need for special work planning schedules that the District may require if work could interfere with student scholastic activities, including required test taking for Colorado State programs that occurs each year.

Work stoppage could occur prior to test taking time as students prepare for the tests. District can provide exact dates of the testing and/or work stoppage times for a particular school and grade level. Contractor must take these stoppages into consideration for their proposal offer and, if awarded, for the actual work schedules. Contractor is responsible to check with Contracting Officer to determine if test-taking may interfere with the provision of the contracted work.

C.15 DISTRICT CALENDAR

Colorado Springs School District No. 11 calendar showing school start and end times, scheduled holidays, and early release dates for the current fiscal school year are available on the District 11 web page. Days and times may change due to unforeseeable circumstances during the actual school year. Therefore, the District is not responsible for any Contractor delays or damages due to any applicable changes.

C.16 ACCESS TO DISTRICT BUILDINGS

"Normal working hours" for District personnel is defined as 7:30 a.m. to 4:30 p.m., Monday through Friday, and excludes State and Federal holidays. At the District's option, a School District employee may be required to be in the buildings during times

that the building is occupied by private Contractors. If access to the buildings is required by the Contractor during other than normal working hours, then the Contractor must reimburse the District for overtime pay for one employee for the entire time that the employee is required to be in the building in excess of normal working hours. The Contractor must give written notice to the District at least two (2) days in advance of such requirement for access to the buildings during other than normal working hours. Reimbursement, if applicable, will be deducted from amounts owed by the District to the Contractor.

C.17 INSPECTION AND ACCEPTANCE (SERVICES)

The District's Requirement office through the Contracting Officer's Technical Representative (COTR) is responsible for performing inspection and acceptance of services rendered, including inspection of any records maintained by the Provider.

C.18 INSPECTION/TESTING (SUPPLIES AND MATERIALS) RESERVED

C.19 INDEMNIFICATION AND HOLD HARMLESS

- a) The Contractor agrees to defend, indemnify, and hold the District harmless from and against any and all liabilities, costs, damages, or losses (collectively the "Damages") that the District may sustain arising out of any and all claims, demands, costs, or judgments, relating to the management services provided by the Contractor under this Contract, except for those Damages that are legally caused by the negligence of the District or its employee(s). The term "Damages" includes without limitation those sustained by the District under its self insurance policies and those caused by a third person, an Act of God, collision, vandalism, fire, or theft.
- b) The term "*claims*" includes without limitation those asserted against the District's insurance and self-insurance policies, as well as those resulting from any other cause, including without limitation a third person, accident, collision, vandalism, fire, or theft, except as provided in this Section.
- c) The District shall notify the Contractor of any Claim as soon as practicable, and shall cooperate with the Contractor in the defense of any Claim. The Contractor shall have control of the defense and settlement of any Claim to the extent of the Contractor's liability for any such Claim, provided that the Contractor shall confirm in writing its obligation to indemnify the District as provided in this Section and provides adequate financial assurances of such indemnification to the District. The Contractor shall take prompt steps to discharge each Claim. If the Contractor fails to discharge a Claim promptly, the District shall promptly notify the Contractor in writing and the Contractor shall then satisfy or defend against such Claim. The Contractor shall have the right to contest a Claim, but only if it first provides to the District a bond or other assurance of payment reasonably satisfactory to the District in the amount of such Claim and in a form satisfactory to the District.

In accordance with Colorado Constitution, Article XI, Public Indebtedness, the District is unauthorized to indemnify the Contractor.

C.20 INSURANCE REQUIREMENTS

The Contractor shall maintain the following minimum insurance coverage during the Contract performance:

Minimum Insurance Coverage:

- a) **Workers' Compensation Insurance**, to comply with Colorado Statutory provisions.

Employer's liability must have limits of at least: \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 accident/disease policy limit.

- b) **Comprehensive General Liability Insurance**, covering Bodily Injury of at least \$1,000,000/person, \$2,000,000/accident, and Property Damage of at least \$2,000,000/accident, and completed operations coverage of \$1,000,000/\$2,000,000.
- c) **Comprehensive Automobile Liability Insurance**, including coverage for all power mobile equipment used by Contractor, Bodily Injury \$1,000,000/person, \$1,000,000/accident; and \$1,000,000/Property Damage this may be included in the same policy with Item a) above.
- d) **"Errors and Omissions" Professional Liability Insurance**, The Contractor shall maintain a Professional (Errors & Omissions) Liability insurance policy with a limit liability not less than \$1,000,000 per claim and \$1,000,000 Annual Aggregate. If the Contractor requests a total aggregate liability not to exceed the total fee for the Contract Task Order amount, this request must be in writing and become an attachment to this Contract and signed by both parties. For policies written on a "Claims-Made" basis, the Contractor shall maintain a Retroactive Date prior to or equal to the effective date of the contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the term of this contract, the Contractor shall purchase a SERP with a minimum reporting period of not less than three (3) years. District reserves the right to require higher limits for larger projects or projects with increased potential liability. The higher E&O liability limit request by District, up to \$2,000,000, shall be in writing and included in the Contractor cost and scope of work. Any claim shall be deemed waived unless made by District in writing and received by Contractor with one (1) year after completion of the service.
- e) **"Certificate of Insurance"** (specific to project) must be provided to the District before starting work on site. Insurance Certificates must show coverage as per Item a, b, c, and d above and must provide coverage until final completion of the Contract. If the expiration date of the insurance certificate is prior to final completion, the Contractor shall provide a new certificate of insurance prior to 30 days from the expiration of the current policy. Statement must be made at the bottom of the Certificate that Colorado Springs School District No. 11 is additionally insured and receipt of the Additional Insured Endorsement which should state that the Contractor's insurance policies shall be primary, and that any liability insurance of the District shall be secondary and noncontributory.

The Contractor shall furnish to Colorado Spring School District #11, after receipt of Notice of Award, a Certificate of Insurance (COI) from an "A" rated insurance company authorized to do business in the State of Colorado naming the District as additionally insured. This COI must include the Endorsement (ISO Properties, Inc. form #CG20-10-07-04 or the equivalent) and grant to District a waiver of any right to subrogation. If the District project scope of work and/or specifications require insurance coverage after completion of the project, ISO Properties, Inc. form #CG20-37-07-04 or an equivalent endorsement form, must be furnished with the COI.

Subcontractors must also furnish Certificates of Insurance and Endorsements from "A" rated insurance companies to the prime Contractor that names the District as additionally insured.

C.21 SERVICE OF PROTEST

Protests, in accordance Colorado Revised Statutes 24-109-102, may be served by an actual or prospective bidder, Offeror, or Contractor who is aggrieved in connection with this solicitation or award of any Contract resulting from this solicitation to the Contracting Officer or the Head of the Purchasing Agency. In the case of the District, the Head of the Purchasing Agency is the Deputy Superintendent/Chief Financial Officer. Any protest shall be submitted in writing within seven working days after such aggrieved person knows or should have known of the facts giving rise thereto.

C.22 DISPUTES

- a) This contract is subject to the Contract Disputes under Colorado Revised Statutes (CRS) Title 24 Article 109, but, only to the extent provisions from such statutes are specifically cited herein and within the District Contract Regulations.
- b) Except as provided in the CRS, all disputes arising under or relating to this Contract shall be resolved under this clause.
- c) A "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Contract terms, or other relief arising under or relating to this Contract. A claim arising under a Contract, unlike a claim relating to that Contract, is a claim that can be resolved under a Contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim until certified as required by subparagraph (d) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- d) A claim by the Contractor shall be made in writing and, unless otherwise stated in this Contract, submitted within six months after accrual of the claim to the Contracting Officer for a written decision. A claim by the District against the Contractor shall be subject to a written decision by the Contracting Officer.
- e) The Contractor shall provide the certification specified in paragraph (d) of this clause when submitting any claim exceeding \$50,000.
 - (i) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the District is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- f) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- g) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- h) The Contracting Officer's decision shall be final unless the Contractor appeals to the Head of the Purchasing Agency or the Executive Director, or files a suit as provided in the CRS. As defined in CRS 24-101-301: The Head of Purchasing Agency is the Deputy Superintendent/Chief Financial Officer; The Executive Director is the Superintendent.

- i) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the District is presented to the Contractor, the parties agree first to attempt to resolve the dispute through Alternative Dispute Resolution (ADR) as defined in DAR.
- j) The parties agree not to discuss any dispute with the press/media during the resolution process.
- k) Interest will be computed in accordance with CRS 24-109-301 except that interest shall be calculated at a maximum rate of eight percent.
- l) The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Contract, and comply with any decision of the Contracting Officer.

C.23 MATERIAL AND WORKMANSHIP

C.23.1 NEW MATERIALS

All equipment, material, and articles incorporated into the work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless specifically provided in this Contract.

C.23.2 SKILLFULL WORK

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor removes from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

C.24 SHIPMENT - RESERVED

C.25 PRODUCT WARRANTY

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, merchantable and fit for use and for the particular purpose describe herein, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which the District intends to use the goods or services, Seller warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples, inspection, test, acceptance or use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to District, its successors, assigns and customers, and users of products sold by District. Contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly without expense to District, when notified of such nonconformity by District, provided District elects to provide Contractor with the opportunity to do so. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, District, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by District in doing so.

C.26 EXCUSEABLE DELAYS

a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this Contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) fires, (3) floods, (4) epidemics, (5) strikes, (6) freight embargoes by government acts, (7) quarantines, and (8) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault of negligence of the Contractor. Contractor must demonstrate causation that the event directly affected the delay, the impact, and the time of work extension claimed. A "Default" includes failure to make progress in the work so as to endanger performance.

b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either, the Contractor shall not be deemed to be in default, unless the subcontracted supplies or services were obtainable from other sources.

c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes previously stated in this clause, the time for completion shall be revised.

C.27 FORCE MAJEURE

Contractor may delay delivery or acceptance occasioned by causes beyond its control. Contractor shall hold such goods at the direction of the District and shall deliver them when the cause affecting the delay has been removed. District shall be responsible only for Contractor's direct additional costs in holding the goods or delaying performance of this agreement at District's request.

C.28 CURE NOTICE

If any of the following applies, then the District will formally send a written "Cure Notice" letter stating its dissatisfaction and recommended methods of correcting the defect, including time limits:

- 1) Contractor's work performance did not produce a satisfactory product;
- 2) If the work being performed is not satisfactory;
- 3) If the work being performed is not proceeding within schedule; or
- 4) If the Contractor fails to perform its obligations in accordance with any other Contract Terms & Conditions.

The letter will state the terms under which the District will consider the Contractor in default if corrective action is not taken.

C.29 TERMINATION

C.29.1 TERMINATION FOR DEFAULT

If either party is in default under this Contract, it shall have an opportunity to cure the default within 30 days after it is given written notice of default by the other party, specifying the nature of the default. If the default is not cured within 30 days after notice of default has been given; the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this Contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder.

C.29.2 TERMINATION FOR CAUSE

The District may terminate this Contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any Contract terms and conditions, or fails to provide the District, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this Contract for default, such termination shall be deemed a termination for convenience.

C.29.3 TERMINATION FOR CONVENIENCE

The District may, at any time, terminate performance of this Contract, in whole or in part, and without cause, if the District, in its sole discretion, determines that a termination is in the District's interest. Termination by the District under this paragraph shall be by a Notice of Termination delivered to the Contractor specifying the extent of termination and the effective date. The Contractor upon receipt of a Notice of Termination shall stop work as specified under the Contract, place no further subcontracts or orders for materials, terminate all subcontracts to the extent they relate to the termination, and assign title and interest of all work and materials used in the work to the District. Termination for convenience of the Contract, in whole or in part, shall not waive any claims the District may have against the Contractor arising out of or related to the work, regardless of when such claims accrue. The District will conduct an audit of the Contractor's costs to determine reasonable costs expended to date of cancellation, or the District may determine the Contractor's cost based the exact cost of any work performed. The Contractor will not be reimbursed for any anticipated profit.

C.30 ANTI KICKBACK

Reference the Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act): The Anti-Kickback Act shall apply to this Contract, as set forth herein. The Act prohibits any person from: providing or attempting to provide or offering to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the Contract price charged by a prime Contractor to the District or in the Contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

C.31 CONFIDENTIAL INFORMATION

C.31.1 CONFIDENTIAL PROJECT INFORMATION

Except as mutually determined otherwise by the District and the Contractor, all information gathered by the Contractor and by the District under this Contract or provided to/from the Contractor by District relating to this Contract shall be considered "Confidential Information," except for such information as may be readily available to the general public. Accordingly, during the term of this Contract and for a period of five years thereafter, the Contractor and the District agrees not to disclose or use any confidential information obtained during the proposal process and/or Contract discussions, except such disclosures as may be required by applicable law. All such Confidential Information in written or other tangible form shall be promptly returned to the District upon termination of this Contract.

Proprietary information for the purpose of this Contract is information relating to a party's research, development, trade secrets, business affairs, internal operations and management procedures and those of its customers, clients or affiliates, but does not include information lawfully obtained by third parties, which is in the public domain, or which is developed independently.

Neither party shall use or disclose directly or indirectly without prior written authorization any proprietary information concerning the other party obtained as a result of this Contract. Any proprietary information removed from the State's site by the Contractor in the course of providing services under this Contract will be accorded at least the same precautions as are employed by the Contractor for similar information in the course of its own business.

C.31.2 STUDENT RECORD CONFIDENTIALITY (FAMILY EDUCATION RIGHTS AND PRIVACY ACT) - RESERVED

C.32 BACKGROUND CHECKS OF EMPLOYEES

Contractor (at Contractor's expense) shall ensure that all assigned staff have undergone background checks with the Colorado Bureau of Investigation, and have been fingerprinted and are approved to work with children. The Colorado Department of Education (CDE) is clear in its requirements and intent that the Contractor is required to ensure all its employees (and/or subcontractors) *who will interact with students* will be fingerprinted and background-checked pursuant to CDE licensure procedures. The District relies on the Contractor to properly utilize the data it receives from background investigations and fingerprinting, and expects the Contractor to use that information in its decisions to hire staff to provide services under this agreement. The Contractor is also responsible for informing the District if any negative information surfaces that may be detrimental to the conduct and performance under this agreement.

a) The Contractor shall not utilize, in the performance of this contract, any laborer or employee who has been convicted of a violent crime or a crime of such nature (i.e. child related offenses) as to categorize the person as being unsuitable for working around school children, or has engaged in such conduct, in the last five years, as to be similarly categorized. Suitability shall be determined by performance of security/background checks (as are necessary in light of the potential of contact with District students, staff, property, or sensitive records maintained at District sites) by the contractor on all laborers and employees utilized in the performance of the work.

b) When there is reasonable doubt regarding a particular person's suitability, a request may be made through the District Contracting Officer for an approval/opinion prior to the individual beginning work. The Contractor shall submit copies of all security/background checks performed within twenty four (24) hours of a request by the District for such information. The District may request copies of these security/background checks up to twelve (12) months after completion of the specific project (site work). Failure to complete or submit any required security/background check requested by the District, may result in immediate cancellation of work in process and/or removal from the active vendor and Offerors list for up to one year.

c) The Contractor, its laborers and employees shall not fraternize or otherwise communicate with the students except in cases of safety and like necessities.

C.33 ORDER OF PRECEDENCE

Any inconsistency in a resulting Contract shall be resolved by giving precedence in the following order: (a) This Contract Terms and Conditions (b) Statement of Work (c)

District exhibits and attachments (d) Vendor proposal.

C.34 ENFORCEABILITY / SEVERABILITY

In the event that any portion of this Contract shall be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect. The provisions of this Contract with respect to indemnification and liability will survive the termination of this Contract. Every provision of this Contract is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.

C.35 CONTRACTOR NOTIFICATION REGARDING DEBARMENT, SUSPENSION, OR PROPOSED DEBARMENT

The contractor shall notify the Contracting Officer in writing within 10 calendar days after being notified of debarment, suspension, or proposed debarment from any federal agency. This notification shall contain all of the information regarding the debarment, suspension, or proposed debarment.

If determined by the Contracting Officer that other remedies available to the District will not protect the District's interests, the Contracting Officer may terminate the contract resulting for default.

C.36 ILLEGAL ALIENS

If Provider has any employees or subcontractors, Provider shall comply with § 8-17.5, C.R.S. regarding Illegal Aliens – Public Contracts for Services, and this section of this Agreement. 8-17.5-102 includes, in part, that:

1. Provider shall not:
 - a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
 - b. Enter into a contract with a subcontractor that fails to certify to Provider that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
2. Provider has verified or attempted to verify that Provider does not employ any illegal aliens and, will participate in the E-Verify Program or State Department program in order to confirm eligibility of all employees who are newly hired to perform work under public contract for services.
3. Provider will not use E-Verify Program or State Department program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
4. If Provider obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Provider shall:
 - a. Notify the subcontractor and the District within three days that Provider has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - b. Terminate the subcontract with the subcontractor if within three days of receiving the notice under 4.a., the subcontractor does not stop employing or contracting with the illegal alien. However, the Provider shall not terminate the contract with the subcontractor if during this three day period:
 - i. The subcontractor provides information which establishes that the subcontractor has not knowingly employed or contracted with an illegal alien, and

- ii. The Provider will not employ the illegal aliens in the performance of any District contract.
5. Provider shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
6. If Provider violates this provision, the District may terminate the Agreement for a breach of contract. If the Agreement is terminated, the Provider shall be liable for actual and consequential damages.

C.37 EXECUTION AND ENTIRE AGREEMENT

This Contract and any attachments or addendum hereto constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, regarding the subject matter hereof. Changes, alterations or modifications to this Contract must be in writing and signed by all parties.

**D. PROJECT SPECIFIC TERMS AND CONDITIONS –
RESERVED IF NO EULA IS REQUIRED FOR PANORAMA
EDUCATION’S PROGRAM USE**

E. CONTRACT ADMINISTRATION

E.1 DEFINITIONS

E.1.1 DISTRICT No. 11, DISTRICT, or OWNER

The term District shall mean Colorado Springs School District Eleven.

E.1.2 CONTRACTOR

The term "Contractor" shall be construed to mean the vendor, supplier, firm, partnership, or Individual Party contracting with the District to provide product or services to the District.

E.1.3 CONTRACTING OFFICER (CO)

The only individual(s) warranted by the Colorado Springs School District 11 to enter into agreements and contracts; to handle matters of contract administration at all levels including: Interpreting and implementing contract terms and conditions; issuance of change orders, negotiation of contract modification, and determination of equitable adjustments; managing claims or other requests for adjustment; approving contract schedule changes, issuing cure notices, executing liquidated damages; monitoring progress payments, approving final acceptance and payment; maintaining the official contract file and such other matters of a contract administration nature necessary to facilitate the District's requirements to complete the contract on time cost and schedule.

E.1.4 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The individual(s) designated by the Contracting Officer to provide project management and technical direction (on a day to day basis), determine inspection and acceptance, and recommend payment for processing to the Contracting Officer.

E.2 CONTRACT SIGNING REQUIREMENTS

Upon contract signature, Contractor is required to submit the specified documents (Attachments). Upon receipt, review and approval of these documents, the District Contracting Officer will sign the contract and return a completed copy to the Contractor.

E.3 SUBMITTALS AND CONTRACT CLOSE-OUT

District's receipt of complete submittals prior to final contract closeout applies to all contracts.

E.4 PAYMENTS

a) Payments

1. ATTACHMENT A, Vendor Setup Form, must be completed and returned to the Contracting Officer for entry into the District financial system.
2. Upon approval of invoices from the D11 COTR, the Contracting Officer will approve the payment.
3. Subject to approval as indicated above, the District will make payments to the Provider upon receipt of a valid, approved invoice, no later than 30 days after invoiced.
4. Invoices shall reference the contract number (C2016-0070)

b) **Invoicing Process**

Invoices shall be sent by Provider to District 11 to the following:

District Name: Colorado Springs School District No 11

Attention of: Tina Koenig, Room 140

Address: 1115 North El Paso Street, Colorado Springs, CO 80903

Email address: tina.koenig@d11.org

Phone Number: 719-520.2174

With a copy to:

District Name: Colorado Springs School District No 11

Attention of: Janeen Demi-Smith, Executive Director, EDSS

Address: 711 San Rafael Street

Colorado Springs, CO 80903

Email address: janeen.demi-smith@d11.org

Phone Number: 719-520-2347

E.4.1 INVOICING

All invoices shall be in a format that is mutually agreed upon by the District and the Contractor. Detailed invoices shall also serve as accounting reports. Invoices needing substantial adjustments will be returned to the Contractor for re-submittal. Invoices needing minor adjustments, as determined solely by the District, will be adjusted by the COTR. If there are unresolved discrepancies between the Contractor's invoiced amount and the COTR's accepted amounts, the discrepancy will be resolved between the COTR and the Contractor. Any adjustment will be included in the following month's invoice. If a discrepancy is not resolved, then the discrepancy shall be submitted to the Contracting Officer for a final decision.

E.4.2 PROGRESS OR ADVANCED PAYMENT (IF APPLICABLE AND CONTRACTING OFFICER APPROVES)

a) The District may make progress payments monthly as the work proceeds, or at more or less frequent intervals as determined by the Contracting Officer. Progress payments will normally be made within thirty (30) days of receipt of a valid application for payment.

b) Before payment is made the District may require a breakdown of price.

c) If the Contracting Officer finds that satisfactory work progress was achieved during any period for which a progress payment is to be made, the Contracting Officer may authorize such payment. The District may not pay in advance for any materials unless the materials are delivered on District property or the Contractor follows the requirements described below.

d) To receive advance payment on project materials received (but not delivered to a District # 11 site location), Contractor must perform the following:

(i) Show proof that the materials are stored in a warehouse storage facility adequate to protect the products and be segregated in an area to identify the products as District Owned products,

(ii) Provide address / location of the storage facility,

(iii) Provide proof of insurance that the materials are fully insured for replacement costs (certificate to state "District is additionally insured"),

(iv) Assume all responsibility of protection from loss of those stored materials, (whether stored in Contractor owned facility or in a third party storage facility) and, if necessary, obtain Performance, Labor, and Material Bond guarantee.

(v) Provide detailed bill of sale invoice identifying the exact products purchased and

stored.

E.5 ELECTRONIC FUND TRANSFER

All payments by the District for this contract financial obligation shall be made by electronic fund transfer (EFT).

1) Method of Payment

- a) All payments by the District under this contract shall be made by direct deposit using electronic funds transfer (EFT). The term "EFT" refers to the funds transfer and may also include the payment information transfer. The term "Contractor" is understood to mean "Vendor" as indicated on the District 11 Direct Deposit Form.
- b) In the event the District is unable to release one or more payments by EFT, the Contractor agrees to either—
 - i) Accept payment by check or other mutually agreeable method of payment; or
 - ii) Request the District to extend payment due dates until such time as the District makes payment by EFT.

2) Submission of Contractor's EFT information

- a) The Contractor is required to provide the District with the information required to make payment by EFT. The Contractor shall provide this information directly to the designated payment office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office.
- b) EFT information supplied to the District shall be applicable only to contracts that identify the District as the payment office.

3) Mechanisms for EFT payment

The District may make payments directly through electronic means to the indicated financial account provided by the vendor.

4) Suspension of payment

- a) The District is not required to make any payment under this contract until after receipt, by the designated District payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract.
- b) If the EFT information changes after submission of correct EFT information, the District shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

5) Liability for uncompleted or erroneous transfers

- a) If an uncompleted or erroneous transfer occurs because the District used the Contractor's EFT information incorrectly, the District remains responsible for—
 - i) Making a correct payment; and
 - ii) Recovering any erroneously directed funds.
- b) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of District release of the EFT payment transaction instruction to the Federal Reserve System, and—

- c) If the funds are no longer under the control of the payment office, the District is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- d) If the funds remain under the control of the payment office, the District shall not make payment.
- 6) EFT and prompt payment
A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment requirements if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- 7) EFT and assignment of claims
If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required to the designated office, and shall be paid by EFT in accordance with the terms provided herein. In all respects, the requirements shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the District, is incorrect EFT information.
- 8) Liability for change of EFT information by financial agent
The District is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- 9) Payment information
Payment information will be provided via e-mail to the designated e-mail address provided by the Contractor.
- 10) EFT information
The Contractor shall complete the required information regarding the financial institution and account and obtain the signature of an authorized agent on a District 11 Direct Deposit Form which follows this section. The completed form may be returned by mail, email or facsimile to the Designated Payment Office.
- 11) The Designated Payment Office for this contract is:
Colorado Springs School District 11
Accounts Payable Department
1115 N El Paso Street
Colorado Springs, CO 80903

Person to Contact: Mark Capps, Telephone Number: 719.520.2047, E-Mail address:
Mark.Capps@d11.org

F. FINAL PRICING – See Attachment C


SIGNATURE PAGE:

IN WITNESS WHEREOF, the undersigned agree to be bound by the terms and conditions of this agreement including attachments to follow:

Colorado Springs School District No. 11

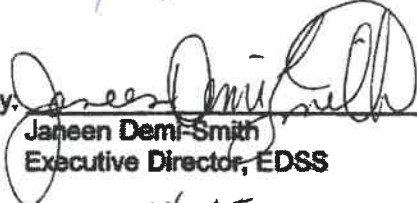
Panorama Education

By: 
Tina Koenig
District Contracting Officer

By: 
Xan Tanner
President

Date: 12/16/15

Date: 12 / 11 / 2015

By: 
Janeen Demi-Smith
Executive Director, EDSS

By: _____
Name
Title

Date: 12-14-15

Date: _____

ATTACHMENTS & OTHER SUPPORTING DOCUMENTS

- A) District 11 Substitute W-9 Vendor Setup Form
- B) IT Acceptable Use Agreement
- C) Panorama Education Cost Proposal

ATTACHMENT A: VENDOR SETUP FORM

The forms on the following 2 pages must be completed and returned to process payments to the Contractor. Contractor must notify the CO if there are any changes to the following form during the term of this contract.

SUBSTITUTE W-9 AND NEW VENDOR SETUP FORM

Colorado Springs



This information is *required* for entry into the District's order and payment system.

Return by Mail to:
 Colorado Springs School District No. 11
 Procurement & Contracting Department
 1115 N. El Paso Street
 Colorado Springs, Co. 80903

OR Fax to: 719.520-2346
 To the Attention of: _____

1. VENDOR IDENTIFICATION INFORMATION

VENDOR NAME (PAY TO :)	
Another name for vendor? (AKA)(DBA)	
PHONE NUMBER	
FAX NUMBER	
WEB-SITE ADDRESS	
REP NAME & EMAIL	

2. VENDOR BUSINESS LOCATION (S) Complete column B & C only if different from column A.

LOCATION	1099 ADDRESS (A) *REQUIRED	ORDERING ADDRESS (B)	REMIT ADDRESS (C)
Street Address			
PO Box			
City			
State, Zip Code			

3. TAXPAYER IDENTIFICATION NUMBER

Social Security Number	Federal Employer Identification Number
------------------------	--

4. TYPE OF ORGANIZATION: (Check only one)

1) Individual/Sole proprietorship (1099) 2) Corporation/professional services group (1099 if medical group, or attorney/lawyer group) 3) Governmental agency 4) Partnership (1099)	5) Non-Profit 6) Limited Liability Corporation (LLC) (1099) 7) Professional services group (1099, if Med, Rental, Royalty) 8) Other
---	--

5. CLASSIFICATION OF WORK PERFORMED (Check all that apply) (Internal Use – code “7” unless noted otherwise)

Architect & Engineers	General Supplier	Professional service	Tradesman (crafts)
Advertising	Maintenance / Repair services	Public relation firms	Transportation service
Consultant	Medical / physicians (6-1099)	Rental / leasing (1-1099)	Travel services
Food / food services	Manufacturer	Training services	Other services

6. COLORADO PERA INFORMATION REQUIREMENT (This Section MUST be filled out)

Do you, or any officers of your company or organization, receive a monthly retirement benefit payment from Colorado PERA? Yes__No__ If you answered yes, please list these individuals on a separate attachment.

Certification: Under penalties of perjury, I certify the Tax Id Number / other information shown is correct to the best of my knowledge.

Signature

Date

**COLORADO SPRINGS SCHOOL DISTRICT 11
DEPARTMENT OF FISCAL SERVICES
ACCOUNTS PAYABLE DIRECT DEPOSIT FORM**

Complete all information and fax or mail to the D11 Accounts Payable Office.

AP Fax #: 719-520-2041

AP Office Mailing Address:

Attention: Vendor EFT Setup, 1115 N. El Paso St., Colorado Springs, CO 80903

PLEASE PRINT or Type Information and Sign Where Indicated Below

Vendor's Name on Bank Acct: _____

Vendor's Full Address: _____

Vendor's Tax ID #: _____ Daytime Phone #: _____

Your Payment will be electronically transferred to the bank or financial institution of your choice.

Watch for your payment advice statement via Email from psoftfinance@d11.org.

Your payment advice will indicate each invoice being paid.

*****NO REMITTANCE STATEMENTS WILL BE MAILED*****

*****E-Mail Address (Required):** _____

(Check One): Checking _____ Savings _____

Account Change? (Y/N) _____ **It is the vendor's responsibility to notify the District 11
Accounts Payable Office on any account/name changes.**

Bank Name _____

9-Digit Routing Number of Financial Institution _____

Account # _____

Signature of Authorized Agent for Vendor

Date

Following to be completed by District 11 AP Staff Only:

Vendor Verified by A/P _____ by _____

PeopleSoft Vendor ID # _____ Date _____

Setup Date: _____ Initials: _____

ATTACHMENT B: VENDOR ACCEPTABLE USE AGREEMENT

The form on the following two pages must be completed and returned to the District Contracting Officer, Tina Koenig, prior to CONTRACTOR start of work.

Colorado Springs School District 11
Acceptable Use of IT Resources Agreement for Vendors/Community

Use of the District's Electronic Communication and Access Resources (hereafter referred to as "D-11 resources") must include adherence to established standards of proper conduct and obtaining permission BEFORE utilizing these resources. In general this requires efficient, ethical and legal utilization of D-11 resources. Vendor's individual employees and community members must each sign an agreement, indicating their intent to abide by all Acceptable Use Agreement restrictions. Violation of this Agreement will result in access being denied and grounds for termination of your D-11 contract/agreement.

CONTRACT# (VENDOR): _____ Start Date: _____ End Date: _____

District Contact Name: _____ Phone: _____ Email: _____

D-11 Network, Intranet, Internet Use:

- Use of D-11 resources must be supportive of education and administrative objectives, and be consistent with the terms and conditions of your D-11 contract/agreement. Use for other business related work is prohibited.
- Users may not use D-11 resources to conduct personal business or to harass any person on the basis of race, color, sex, religion, national origin, age, disability, or any other basis is prohibited.
- Use must not violate local, state, or federal laws, including Copyright, licensing, privacy protection laws; and District policies and regulations to include school-based guidelines.
- User may not use D-11 resources to access or process inappropriate, pornographic, obscene text or graphics that may be harmful to minors, themselves and others or to the integrity of the D-11 Net is prohibited.
- Provider will be held responsible for damage attributable to their employees' actions, including damage to D11 Net software, data, user accounts, hardware and/or for costs associated in repairing such damages.
- User is prohibited from attempting to circumvent security measures or filters.
- User will not load, install or access 'boot-leg' software or any other unauthorized software.
- User may not load, upload, download, or install software not owned and licensed by the District, unless specifically approved by the CIO.
- User may not install hardware not owned and licensed by the District, unless specifically approved by the CIO.
- User is responsible for maintaining confidentiality of passwords and protecting accounts from misuse.
- User will not send e-mail through an anonymous re-mailer.
- User may not upload or download public domain programs for their own use and may not redistribute a public domain program without permission from the District System Administrator.
- Mail to send to your self from a non-District account must meet district requirements for acceptable use.

D-11 E-Mail Use Expressly Prohibits the Following:

- Spreading falsehoods about a person that lowers the affected individual in the eyes of the community.
- Pretending to be someone else when sending/receiving messages.
- Revealing personal information such as addresses or phone numbers of others.
- Using the D-11 Net in such a way that would disrupt the use of the D-11 Net by other users.
- Creating Sending or forwarding frivolous or excessive messages, images to include chain letters; or any other message type that causes D-11 Net congestion or interferes with the delivery of mail.
- Sending e-mail to anyone who asks you not to.
- Forgery of or attempting to forge electronic mail messages.
- Reading, deleting, copying, or modify the electronic mail of other system users (or the attempt of such action(s)); or interfering with or attempting to interfere with the ability of other system users to send/receive electronic mail.
- Downloading attachments into the district system that does not meet the guidelines of this agreement.

Initials _____

Original in Procurement/Contracting Office _____; Copy to IS Department _____; and Copy to Vendor/Community Member _____

Colorado Springs School District 11
Acceptable Use of IT Resources Agreement for Vendors/Community

Tutors Sponsoring Student Use of Electronic Communication and Access Resources Shall

- Maintain supervision of students using D-11 resources and report to appropriate District personnel any inappropriate materials that are found to be accessible.

Monitored Use -- The User Understands That:

- The District reserves the right to access, retrieve, print, read, disclose to third parties, or otherwise monitor (i) all messages sent or received through its e-mail system; (ii) all sites visited and files downloaded on the Internet; and (iii) all other uses of D-11 resources. Message sent over D-11 resource systems should not be considered private or confidential.
- Reasons for which the District or others authorized by it may access such information include, but are not limited to: (i) to provide for the safety and security of minors; (ii) to determine whether a violation of this policy or other District policies has occurred; (iii) to investigate and repair a failure or error in the D-11's resource system; or (iv) to obtain information requested by a third party in litigation or in response to a government investigation.
- Your use of D-11 resources/system and/or your signature on this Agreement constitute consent to access (by the District or others authorized): e-mail messages sent and received by you; sites visited on; files downloaded from the Internet; and to any other use of D-11 resources/system.
- Electronic messages sent or received by the Board, the District's employees or students, including e-mail on District owned equipment, as well as other documents generated through use of D-11 resources, may be considered public record subject to disclosure of inspection under the Colorado Open Records Act.

Disclaimer:

- The District is not responsible for users' inability to access any outside e-mail account and/or to receive Internet e-mail messages. The District's system is provided on an "as is, as available" basis.
- The District does not make any warranties, whether express or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein.
- The District does not warrant that the functions or services performed by, or that the information or software contained on, the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected.
- Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third party individuals in the system are those of the providers and not the District.

Consequences: Failure to adhere to the provision of this Agreement and all District policies, regulations, procedures or guidelines regarding the use of D-11 resources will result in immediate suspension of access to D-11 resources and system. For vendors, violation will also be grounds for termination of your employer's contract/agreement with D-11. Users may also be subject to all civil and criminal penalties as defined in any applicable local, state or federal law(s).

I have read, understand, and agree to the acceptable use and restrictions identified in this agreement.

User's Name Printed: _____ Date: _____ (If Employee, enter ID Number: _____)

User's Signature: _____ Employer (Vendor Users Only): _____

FAX COMPLETED FORM to: District Procurement/Contracting Department Fax 719-577-4528 -or-
Mail to: CS School District 11, Procurement & Contracting Department, 1115 N El Paso, Colorado Springs, CO 80903

Original in Procurement/Contracting Office _____; Copy to IS Department _____; and Copy to Vendor/Community Member _____

ATTACHMENT C: PANORAMA EDUCATION COST PROPOSAL (2 PAGES)



Proposal: Employee Climate Survey

Cost Proposal

*Response to Solicitation #S2016-0003
October 30, 2015*

Panorama Education

For inquiries, contact:

Xan Tanner
(303) 641-2603
xtanner@panoramaed.com
109 Kingston St. 5th Floor
Boston, MA 02111

Cost Proposal

Fixed Price: \$8,700

This price includes the survey customization, administration to 3,700 employees and interactive online, printable reports for Colorado Springs School District 11.

Item	Itemized Cost	Estimate
<p>Employee Survey Administration Cost:</p> <ul style="list-style-type: none"><i>Data import, and survey set-up, technical support</i><i>Processing survey forms, analyzing data for each school and raw data export.</i>	<p>\$1 per employee</p>	<p>\$3,700</p>
<p>Project Management:</p> <ul style="list-style-type: none"><i>Project management, advice and support around survey customization, survey administration, and reporting.</i><i>Interactive online reporting, PDF reports, reports in a Powerpoint presentation, and subgroup analysis by division, department, school level and others.</i>	<p>--</p>	<p>\$5,000</p>
<p>TOTAL:</p>		<p>\$8,700</p>

PANORAMA

**Contract Modification 01 Contract C2016-0070 Exercise of Option to Amend Agreement
Between Colorado Springs School District 11 and Panorama Education Inc**

This Amendment (the "Amendment") is entered into on this December 20, 2019 (the "Amendment Effective Date") by and between Panorama Education, Inc. ("Panorama"), and Colorado Springs School District, ("Client") and amends that certain Service Order by and between Panorama and Client dated December 16, 2015 (Contract #C2016-0070). All other terms and conditions of the original contract shall remain as originally negotiated and approved and take precedence to any other terms and conditions associated with this agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Effective as of the Amendment Effective Date, the parties hereby agree to modify the agreement to include two half-day Data Inquiry and Action Planning Workshops at \$6,000 price.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

Panorama Education, Inc.

Colorado Springs School District No 11

By: Susannah Jabaily
Name: Susannah Jabaily, Finance Manager
Title: 12 / 20 / 2019

By: [Signature]
Name: Heather Kupferman
Title: Contract Specialist 11

Purchase Order

Colorado Spgs School Dist. 11

1115 NORTH EL PASO
 COLORADO SPRINGS CO 80903
 United States

Supplier: 0000054064
 PANORAMA EDUCATION
 109 KINGSTON ST
 5TH FLOOR
 BOSTON MA 02111-2134

CHANGE ORDER

Purchase Order SD11-16-0070-07	Date 08/20/2021	Revision 1 - 08/31/2021	Page 1
Payment Terms Net 30	Freight Terms FOB Destination, Frt prepaid		Ship Via Use Best Shipping Method
Buyer Shantelle Nicole Nix	Phone/Email 719/520-2389 SHANTELE.NIX@d11.org		Currency USD

Ship To: WAREHOUSE
 CSSD11 District Warehouse
 5260 Geiger Blvd.
 COLORADO SPRINGS CO 80915
 United States

Attention: Not Specified

Bill To: Accounts Payable
 1115 North El Paso Street
 Colorado Springs CO 80903
 United States

Tax Exempt? Y **Tax Exempt ID:** 98-02922

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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1- 1	PROVIDE SOCIAL - EMOTIONAL LEARNING PLATFORM - MODIFICATION TO CONTRACT # C2016-0070.		1.00	EA	31,267.50	31,267.50	06/30/2022
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CHARGE CODE AS PER COTR, CORY NOTESTINE: 10-694-00-21220-050000-2017

2- 1	236 PANORAMA SOCIAL EMOTIONAL LEARNING PLATFORM LICENSES - AMENDMENT REQUEST		1.00	EA	413.00	413.00	06/30/2022
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TERMS AND CONDITIONS FROM CONTRACT # C2016-0070 ARE INCORPORATED HEREIN.

CHANGES/MODIFICATIONS TO ORIGINAL SCOPE OF WORK SHALL BE MUTUALLY AGREED UPON BETWEEN PANORAMA AND THE DISTRICT.

REFERENCE PO#16-0070-07 ON ALL INVOICES

SERVICES TO BE PROVIDED FROM 7/1/2021 AND COMPLETED NO LATER THAN 6/30/2022.

DISTRICT REPRESENTATIVE (COTR) CORY NOTESTINE, 719-520-2568
 DISTRICT CONTRACTING OFFICER, SHANTELE NIX, 719-520-2070

Total PO Amount

31,680.50

Vendors must complete EFT form attached. All shipments, shipping papers, invoices, and correspondence must be identified with this Order number. Vendors must notify Contracting Officer immediately of any discrepancies with this order, including shipping costs. Products and services provided without approval of price change will be paid per this order. The terms and conditions attached apply to this order.

Authorized Signature



31 AUG 21

Purchase Order

Colorado Spgs School Dist. 11
 1115 NORTH EL PASO
 COLORADO SPRINGS CO 80903
 United States

Supplier: 0000054064
 PANORAMA EDUCATION
 109 KINGSTON ST
 5TH FLOOR
 BOSTON MA 02111-2134

Purchase Order SD11-16-0070-07	Date 08/20/2021	Revision	Page 1
Payment Terms Net 30	Freight Terms FOB Destination, Frt prepaid		Ship Via Use Best Shipping Method
Buyer Shantelle Nicole Nix	Phone/Email 719/520-2389 SHANTELE.NIX@d11.org	Currency USD	

Ship To: WAREHOUSE
 CSSD11 District Warehouse
 5260 Geiger Blvd.
 COLORADO SPRINGS CO 80915
 United States

Attention: Not Specified

Bill To: Accounts Payable
 1115 North El Paso Street
 Colorado Springs CO 80903
 United States

Tax Exempt? Y **Tax Exempt ID:** 98-02922

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	PROVIDE SOCIAL - EMOTIONAL LEARNING PLATFORM - MODIFICATION TO CONTRACT # C2016-0070.		1.00	EA	31,267.50	31,267.50	06/30/2022

CHARGE CODE AS PER COTR, CORY NOTESTINE: 10-694-00-21220-050000-2017

TERMS AND CONDITIONS FROM CONTRACT # C2016-0070 ARE INCORPORATED HEREIN.

CHANGES/MODIFICATIONS TO ORIGINAL SCOPE OF WORK SHALL BE MUTUALLY AGREED UPON BETWEEN PANORAMA AND THE DISTRICT.

REFERENCE PO#16-0070-07 ON ALL INVOICES

SERVICES TO BE PROVIDED FROM 7/1/2021 AND COMPLETED NO LATER THAN 6/30/2022.

DISTRICT REPRESENTATIVE (COTR) CORY NOTESTINE, 719-520-2568
 DISTRICT CONTRACTING OFFICER, SHANTELE NIX, 719-520-2070

Total PO Amount 31,267.50

Vendors must complete EFT form attached. All shipments, shipping papers, invoices, and correspondence must be identified with this Order number. Vendors must notify Contracting Officer immediately of any discrepancies with this order, including shipping costs. Products and services provided without approval of price change will be paid per this order. The terms and conditions attached apply to this order.

Authorized Signature





**SERVICE ORDER
AMENDMENT**

This Amendment (the "Amendment") is entered into on the date fully signed below (the "Amendment Effective Date") by and between Panorama Education, Inc. ("Panorama"), and Colorado Springs School District 11, ("Client") and amends that certain Service Order by and between Panorama and Client dated August 1, 2021 (the "Agreement"). Terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Effective as of the Amendment Effective Date, the parties hereby agree to add 236 Panorama Social Emotional Learning Platform Licenses at a unit cost of \$1.75 for a total cost of \$413.
2. Other. All other terms and conditions contained in the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

Panorama Education, Inc.

Colorado Springs School District 11

Signature: _____

Signature: Shantelle Nix

Name: _____

Name: Shantelle Nix

Title: _____

Title: Contracting Specialist II

Date: _____

Date: 8-30-21

PANORAMA EDUCATION – SERVICE ORDER



Primary Contact Information			
Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Colorado Springs School District #11	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Cory Notestine, Director of Counseling and Wellness	<i>Primary Contact, Title</i>	Lauren Latto, Account Director
<i>Billing / Payment Address</i>	1115 North El Paso Street	<i>Billing Address</i>	24 School St. Fourth Floor
<i>City / State / Zip</i>	Colorado Springs, CO 80903	<i>City / State / Zip</i>	Boston, MA 02108
<i>Email</i>	corey.notestine@d11.org	<i>Email</i>	llatto@panoramaed.com
<i>Phone</i>	719-520-2568	<i>Phone</i>	617-336-6285
<i>Billing Contact</i>	Cory Notestine		
<i>Billing Email Address</i>	corey.notestine@d11.org		

(1) Description of Services and (2) Fees

Description of Services	Fees	
<u>Annual Licenses:</u>	<i>Effective Date:</i>	8/1/2021
Panorama Platform License Fee: Social-Emotional Learning Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting <ul style="list-style-type: none"> Social-Emotional Learning Measures 	<i>Contract Term: (From Effective Date)</i>	8/1/2021 - 7/31/2022
	<i>Annual License Fee:</i>	\$26,267.50 / year
	<i>Subtotal License Fee Over Contract Term:</i>	\$26,267.50
	<u>Services:</u>	<i>Project Management:</i>
Project Management Includes dedicated Client Success Manager who will work with the client's main point of contact to execute a successful project administration. <ul style="list-style-type: none"> Develop project timeline Manage setup and administration Customize configurations Coordinate rollout of reports 	<i>Subtotal Services Fees Over Contract Term:</i>	\$5,000

PANORAMA EDUCATION – SERVICE ORDER



	Annual Total: <i>(Invoiced on Effective Date)</i>	\$31,267.50 / year
	Total Over Contract Term:	\$31,267.50

(3) Agreement

The entire agreement by and between Client and Panorama ("Agreement") consists of (i) the terms set forth in this Service Order ("SO") and (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO ("Terms").

(4) Supplemental Terms and Conditions (if any)

All Terms and conditions of Contract # 2016-0070 are hereby incorporated into this service order.

Authorization

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

Client Signature: <i>Shantelle Nix</i>	Print Name, Title: <i>Contracting officer</i> <i>Shantelle Nix,</i>	Date: <i>8-19-21</i>
Panorama Signature:	Print Name, Title:	Date:

Exhibit A

Terms

BACKGROUND

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"). The client named on the Service Order attached hereto ("Client") and Panorama have entered into an agreement consisting of the attached Service Order, including any exhibits attached thereto ("SO"), these terms ("Terms" and collectively with the SO, "Agreement"). From time to time hereafter, Client and Panorama may enter into additional service orders pursuant to which Client may purchase additional rights to use the Platform and receive additional services, provided that these Terms will be incorporated by reference into and apply to each such additional service order to create a separate agreement that governs each such additional service order, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to this Agreement, Panorama hereby grants Client (including Client's students, employees, and parents and authorized guardians of Client's students, all as applicable and described in the relevant SO, ("Authorized Users")), the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use, in accordance with applicable laws and regulations and the Platform's intended uses as communicated to Client by Panorama.

1.2 Limitations. Except as expressly permitted in the Agreement, Client will not 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 or (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 Panorama or its suppliers on the Platform or on any printed or digital materials provided by Panorama.

1.3 Compliance with Laws. Panorama is responsible for compliance with federal, state local laws and regulations to the extent they govern Panorama's activities, including providing the Platform to Client. Client is responsible for compliance with federal, state and local laws and regulations to the extent they govern Client's activities, including but not limited to the use by Client of the Platform to collect, record, retain, use and disclose any individual's information. Without limiting the foregoing, each party is responsible for determining its own obligations, including but not limited to notice and consent obligations, under the Family Educational Right to Privacy Act and its implementing regulations ("FERPA") and the Protection of Pupil Rights Act and its implementing regulations ("PPRA"). The parties agree that they intend for the collection and use of personally identifiable information (as defined under FERPA) for only legitimate educational purposes and other purposes allowed under relevant laws, including but not limited to FERPA and PPRA. Client hereby gives its consent to Panorama on behalf of parents (as defined under FERPA, PPRA and the Children's Online Privacy Protection Act ("COPPA")) of children from whom any personal information (as defined under COPPA) may be gathered in connection with this Agreement and the Platform. Panorama shall not be obligated to obtain consents from parents directly.

2 INTELLECTUAL PROPERTY; PRIVACY; SECURITY

2.1 Client Data. As between Client and Panorama, Client owns data input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users, that constitutes personally identifiable information (as defined under FERPA), such as student survey responses reported on an individual level, ("Client PII") and (b) any other data and content input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users or on their behalf, such as survey questions, ("Non-PII" and together with PII "Client Data"). Client hereby grants Panorama a nonexclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers): (i) right and license during the Term to copy, distribute, display, create derivative works of and use Client Data to perform Panorama's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client PII 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) 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

Exhibit A

Terms

or manner. Client reserves any and all right, title and interest in and to Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

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

2.3 Client Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to: (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Panorama Privacy Policy. Panorama's Privacy Statement, as may be amended from time to time, is available at <https://www.panoramaed.com/privacy>.

2.5 Data Security and Privacy.

(a) Panorama will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of Client PII. Panorama shall: (i) use reasonable efforts to secure physical premises where Client PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Panorama to perform its obligations under this Agreement.

(b) Client will and will instruct its Authorized Users to: (i) use the Platform to collect, record, retain, use and disclose personally identifiable information only to the extent

necessary for its legitimate educational purposes; (ii) otherwise provide Panorama with personally identifiable information only to the extent necessary for Panorama to provide the Platform and perform its obligations under the Agreement; (iii) input personally identifiable information into the Platform only as prescribed by Panorama and only in the fields designated by Panorama ("Structured Fields"); (iv) use reasonable efforts to prevent unauthorized access to or use of the Platform; and (v) notify Panorama promptly of any known or suspected unauthorized access or use. Client will assist Panorama in all efforts to investigate and mitigate the effects of any such incident.

(c) If during the Term or upon termination of this Agreement Client requests in writing, Panorama will delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards.

(d) Panorama shall not be responsible for any personally identifiable information input into the Platform in a manner not prescribed by Panorama or in a field that is not a Structured Field.

3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may upon written notice to Client suspend access to the Platform until such payment is made.

3.2 Taxes; Tax Exemption. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). To the extent applicable, Client will be solely responsible for payment of all Taxes and will not withhold any Taxes from any amounts due Panorama. For the avoidance of doubt, Taxes do not include taxes based on Panorama's income. Client is responsible for determining whether it qualifies for any tax exemption, and if Client claims it is tax-exempt, it will, upon request from Panorama, provide documentation evidencing its tax-exempt status.

Exhibit A

Terms

4 TERM, TERMINATION

4.1 Term. The term of the Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO ("Term").

4.2 Expiration; Termination. In addition to any other remedies it may have, either party may terminate the Agreement prior to expiration if the other party breaches any part of the Agreement and fails to cure such breach within thirty (30) days after receiving notice thereof. Upon expiration or any termination for any reason of the Agreement: (a) Client will pay in full for use of the Platform up to and including the last day on which the Platform is provided; (b) Panorama may, without notice to Client, delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards; and (c) all rights granted to Client and all obligations of Panorama will immediately terminate and Client will promptly cease use of the Platform.

4.3 Survival. Upon expiration or termination for any reason of the Agreement, Sections 2 (Intellectual Property; Privacy; Security), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data that is not Client PII, regardless of whether it is in tangible form, disclosed by either party ("Disclosing Party") that Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party ("Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective clients and customers, billing records, and products or services will be deemed Confidential Information of Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and this Agreement. Information will not be deemed Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; (b) becomes known (independently of disclosure by Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; or (c) becomes publicly known or otherwise ceases to be

secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that certain Confidential Information may constitute valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of the Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisers, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in the Agreement. Upon Disclosing Party's written request, Receiving Party will either promptly return to Disclosing Party Disclosing Party's Confidential Information, and all embodiments thereof, that is in Receiving Party's possession and certify such return or use reasonable efforts to delete or otherwise render inaccessible such Confidential Information and certify the same.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its

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obligations thereunder do not and will not violate any other agreement to which it is a party or any law or regulation applicable to it, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client further represents and warrants that it has the right to provide Client Data to Panorama as well as the licenses and rights therein and thereto for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, 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 OR DAMAGED DATA, 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.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, 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 CLIENT TO PANORAMA 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.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Panorama with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and

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expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate the Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to any use by Client or Authorized Users of the Platform or Client Data in violation of the Agreement or any applicable federal, state or local law or regulation.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party ("Indemnifying Party") prompt written notice of such Action. Indemnified Party will cooperate, at the expense of Indemnifying Party, with Indemnifying Party and its counsel in the defense and Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

8.1 International. Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

8.2 Relationship. No agency, partnership, joint venture, or employment is created as a result of the Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

8.3 Publicity. Each party agrees that it will not, without prior written consent of the other, issue a press release

regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional, proposal and marketing materials.

8.4 Assignment. Neither party may assign the Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign the Agreement to an acquirer of or successor to all or substantially all of its business or assets to which the Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void.

8.5 Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under the Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by the Agreement.

8.6 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) ("Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate the Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.

Exhibit A

Terms

8.7 Governance. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

8.8 Agreement. Both parties agree that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. Any additional or different terms proposed by Client, including those contained in Client's procurement order, acceptance, vendor portal or website, shall not be valid or have any effect unless expressly incorporated into the SO and agreed upon in writing by Panorama. Neither Panorama's acceptance of Client's procurement order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication or act of Client shall be deemed acceptance thereof or a waiver of any of the terms in these Terms. If any term of the SO, including any exhibit attached thereto, expressly conflicts with a term of these Terms, the term of the SO (or if applicable the exhibit) shall prevail. If terms within the SO, including any exhibit attached thereto, and these Terms appear merely inconsistent or ambiguous, all such terms shall be given effect to the extent reasonably possible, with a term that is more specific and detailed on a certain matter prevailing over a more general term or silence on that matter. Silence in the SO, or in any exhibit attached thereto, or in these Terms, on a matter that is addressed elsewhere in the Agreement shall not be deemed to present an express conflict, inconsistency or ambiguity.

8.9 Notices. All notices under the Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

TITLE	SD 11 PO# C2016-0070-07 - Panorama Education Inc, FY22
FILE NAME	SD 11 PO# C2016-0...Inc, FY22 (1).pdf
DOCUMENT ID	ce98fa3cea1d9169439ebfda5ca6fa8615f8901c
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

08 / 27 / 2021
19:05:39 UTC

Sent for signature to Contracts (contracts@panoramaed.com)
from llatto@panoramaed.com
IP: 24.20.20.130



VIEWED

08 / 27 / 2021
20:39:55 UTC

Viewed by Contracts (contracts@panoramaed.com)
IP: 72.201.51.18



SIGNED

08 / 27 / 2021
20:40:42 UTC

Signed by Contracts (contracts@panoramaed.com)
IP: 72.201.51.18



COMPLETED

08 / 27 / 2021
20:40:42 UTC

The document has been completed.



Panorama Education
 24 School Street
 4th Floor
 Boston MA 02108
 United States

Invoice

#INV6926

8/31/2021

Bill To

Colorado Springs School District 11 (D11) (CO)
 1115 North El Paso Street
 Colorado Springs CO 80903-2599
 United States

TOTAL

\$31,680.50

Due Date: 9/30/2021

Terms	Due Date	PO #	Sales Rep	Shipping Method	Partner
Net 30	9/30/2021	SD11-16-0070-07	ceng@panoramae.com		

Description	Amount
Panorama Platform License Fee: Social-Emotional Learning Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting.	\$26,680.50
Project Management	\$5,000.00
Subtotal	\$31,680.50
Tax (0%)	\$0.00
Total	\$31,680.50

Remittance Information

MAIL CHECKS TO:
 Panorama Education, Inc.
 Dept LA 25164
 Pasadena, CA 91185-5164

WIRE / ACH INSTRUCTIONS:
 Bank Name: Silicon Valley Bank
 Bank Address: 3003 Tasman Drive
 Santa Clara, CA 95054

SWIFT Code (foreign wires only): SVBKUS6S
 ABA / Routing Number: 121140399
 Account Number: 3302719705

Approved to Pay

Shantelle Nix 11-30-21
 Shantelle Nix, Contract Specialist II

Line 1 - \$31,267.50
 Line 2 - \$413.00



INV6926



**CONTRACT MODIFICATION 03
To District Contract No. C2016-0070
Exercise of Option to Extend Agreement
Between
Colorado Springs School District 11
And
Panorama Education Inc**

AS AGREED TO in this contract originally awarded on December 16, 2015, Colorado Springs School District 11, 1115 North El Paso Street, Colorado Springs, CO 80903, wishes to exercise its bilateral option to extend the period of performance for the referenced contract:

NOW THEREFORE, the parties agree as follows:

EXTEND THE TERM OF THE CONTRACT: By mutual agreement of the parties, the contract is hereby extended for one additional year, effective July 1, 2022-June 30, 2023.

All other terms and conditions of the contract remain unchanged and approved and take precedence to any other terms and conditions associated with this agreement.

IN WITNESS WHEREOF, the undersigned agree to be bound by the terms and conditions of this agreement:

COLORADO SPRINGS SCHOOL DISTRICT 11

PANORAMA EDUCATION INC

By: Shantelle Bridges
Shantelle Bridges
Contracting Officer

By: Kelly Osborne
Name: Kelly Osborne
Title: Contract Administrator

Effective Date: June 29, 2022

Date: 07 / 13 / 2022

PANORAMA EDUCATION – SERVICE ORDER



- Develop project timeline
- Manage setup and administration
- Customize configurations
- Coordinate rollout of reports

Professional Development Fee: \$5,000/ year

Subtotal Services Fees Over Contract Term: \$10,000/ year

Foundations Package (Virtual)

Includes up to two virtual workshops from Panorama's core offerings menu. Each workshop includes a consultative planning session with a professional learning specialist and up to 2 hours of virtual facilitation for groups <50 (Larger sessions can be supported as interactive webinars, and additional facilitators can be added for breakout rooms or chat

Annual Total: \$48,022.25 / year
(Invoiced on Effective Date)

Total Over Contract Term: \$48,022.25

(3) Agreement

The entire agreement by and between Client and Panorama ("Agreement") consists of (i) the terms set forth in this Service Order ("SO") (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO ("Terms"), and (iii) District Contract No. C2016-0070.

(4) Supplemental Terms and Conditions (if any)

Authorization

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

Client Signature:

Shantelle Bridges

Print Name, Title:

Shantelle Bridges

Date:

6-30-2022

Panorama Signature:

Kelly Osborne

Print Name, Title:

Kelly Osborne, Contract Administrator

Date:

06 / 30 / 2022

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BACKGROUND

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"). The client named on the Service Order attached hereto ("Client") and Panorama have entered into an agreement consisting of the attached Service Order, including any exhibits attached thereto, ("SO"), these terms ("Terms" and collectively with the SO, "Agreement"). From time to time hereafter, Client and Panorama may enter into additional service orders pursuant to which Client may purchase additional rights to use the Platform and receive additional services, provided that these Terms will be incorporated by reference into and apply to each such additional service order to create a separate agreement that governs each such additional service order, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to this Agreement, Panorama hereby grants Client (including Client's students, employees, and parents and authorized guardians of Client's students, all as applicable and described in the relevant SO, ("Authorized Users")), the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use, in accordance with applicable laws and regulations and the Platform's intended uses as communicated to Client by Panorama.

1.2 Limitations. Except as expressly permitted in the Agreement, Client will not 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 or (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 Panorama or its suppliers on the Platform or on any printed or digital materials provided by Panorama.

1.3 Compliance with Laws. Panorama is responsible for compliance with federal, state local laws and regulations to the extent they govern Panorama's activities, including providing the Platform to Client. Client is responsible for compliance with federal, state and local laws and regulations to the extent they govern Client's activities, including but not limited to the use by Client of the Platform to collect, record, retain, use and disclose any individual's information. Without limiting the foregoing, each party is responsible for determining its own obligations, including but not limited to notice and consent obligations, under the Family Educational Right to Privacy Act and its implementing regulations ("FERPA") and the Protection of Pupil Rights Act and its implementing regulations ("PPRA"). The parties agree that they intend for the collection and use of personally identifiable information (as defined under FERPA) for only legitimate educational purposes and other purposes allowed under relevant laws, including but not limited to FERPA and PPRA. Client hereby gives its consent to Panorama on behalf of parents (as defined under FERPA, PPRA and the Children's Online Privacy Protection Act ("COPPA")) of children from whom any personal information (as defined under COPPA) may be gathered in connection with this Agreement and the Platform. Panorama shall not be obligated to obtain consents from parents directly.

2 INTELLECTUAL PROPERTY; PRIVACY; SECURITY

2.1 Client Data. As between Client and Panorama, Client owns data input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users, that constitutes personally identifiable information (as defined under FERPA), such as student survey responses reported on an individual level, ("Client PII") and (b) any other data and content input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users or on their behalf, such as survey questions, ("Non-PII" and together with PII "Client Data"). Client hereby grants Panorama a nonexclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers): (i) right and license during the Term to copy, distribute, display, create derivative works of and use Client Data to perform Panorama's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client PII 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) perpetual, irrevocable right and license to copy, distribute, display, create

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derivative works of and use Non-PII, for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

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

2.3 Client Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to: (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Panorama Privacy Policy. Panorama's Privacy Statement, as may be amended from time to time, is available at <https://www.panoramaed.com/privacy>.

2.5 Data Security and Privacy.

1. (a) Panorama will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of Client PII. Panorama shall: (i) use reasonable efforts to secure physical premises where Client PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Panorama to perform its obligations under this Agreement.

2. (b) Client will and will instruct its Authorized Users to: (i) use the Platform to collect, record, retain, use and disclose personally identifiable information only to the extent necessary for its legitimate educational purposes; (ii) otherwise provide Panorama with personally identifiable information only to the extent necessary for Panorama to provide the Platform and perform its obligations under the Agreement; (iii) input personally identifiable information into the Platform only as prescribed by Panorama and only in the fields designated by Panorama ("Structured Fields"); (iv) use reasonable efforts to prevent unauthorized access to or use of the Platform; and (v) notify Panorama promptly of any known or suspected unauthorized access or use. Client will assist Panorama in all efforts to investigate and mitigate the effects of any such incident.

3. (c) If during the Term or upon termination of this Agreement Client requests in writing, Panorama will delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards.

4. (d) Panorama shall not be responsible for any personally identifiable information input into the Platform in a manner not prescribed by Panorama or in a field that is not a Structured Field.

3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may upon written notice to Client suspend access to the Platform until such payment is made.

3.2 Taxes; Tax Exemption. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). To the extent applicable, Client will be solely responsible for payment of all Taxes and will not withhold any Taxes from any amounts due Panorama. For the avoidance of doubt, Taxes do not include taxes based on Panorama's income. Client is responsible for determining whether it qualifies for any tax exemption, and if Client claims

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it is tax-exempt, it will, upon request from Panorama, provide documentation evidencing its tax-exempt status.

4 TERM, TERMINATION

4.1 **Term.** The term of the Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO ("**Term**").

4.2 **Expiration; Termination.** In addition to any other remedies it may have, either party may terminate the Agreement prior to expiration if the other party breaches any part of the Agreement and fails to cure such breach within thirty (30) days after receiving notice thereof. Upon expiration or any termination for any reason of the Agreement: (a) Client will pay in full for use of the Platform up to and including the last day on which the Platform is provided; (b) Panorama may, without notice to Client, delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards; and (c) all rights granted to Client and all obligations of Panorama will immediately terminate and Client will promptly cease use of the Platform.

4.3 **Survival.** Upon expiration or termination for any reason of the Agreement, Sections 2 (Intellectual Property; Privacy; Security), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "**Confidential Information**" means, subject to the exceptions set forth in the following sentence, any information or data that is not Client PII, regardless of whether it is in tangible form, disclosed by either party ("**Disclosing Party**") that Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party ("**Receiving Party**"); **provided, however**, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective clients and customers, billing records, and products or services will be deemed Confidential Information of Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and this Agreement. Information will not be deemed Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to

Disclosing Party; (b) becomes known (independently of disclosure by Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that certain Confidential Information may constitute valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of the Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in the Agreement. Upon Disclosing Party's written request, Receiving Party will either promptly return to Disclosing Party Disclosing Party's Confidential Information, and all embodiments thereof, that is in Receiving Party's possession and certify such return or use reasonable efforts to delete or otherwise render inaccessible such Confidential Information and certify the same.

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6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party or any law or regulation applicable to it, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client further represents and warrants that it has the right to provide Client Data to Panorama as well as the licenses and rights therein and thereto for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S

INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, 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 OR DAMAGED DATA, 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.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, 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 CLIENT TO PANORAMA 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.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement

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infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Platform with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate the Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 **Indemnification by Client.** Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("**Panorama Indemnified Parties**") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to any use by Client or Authorized Users of the Platform or Client Data in violation of the Agreement or any applicable federal, state or local law or regulation.

7.6 **Indemnification Procedure.** If a Client Indemnified Party or a Panorama Indemnified Party (each, an "**Indemnified Party**") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "**Action**"), the Indemnified Party will give the other party ("**Indemnifying Party**") prompt written notice of such Action. Indemnified Party will cooperate, at the expense of Indemnifying Party, with Indemnifying Party and its counsel in the defense and Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

8.1 **International.** Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

8.2 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of the Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

8.3 **Publicity.** Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional, proposal and marketing materials.

8.4 **Assignment.** Neither party may assign the Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; **provided however**, that either party may assign the Agreement to an acquirer of or successor to all or substantially all of its business or assets to which the Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void.

8.5 **Equitable Relief.** In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under the Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by the Agreement.

8.6 **Force Majeure.** Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure

Exhibit A

Terms

caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof) ("Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate the Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.

8.7 Governance. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

8.8 Agreement. Both parties agree that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. Any additional or different terms proposed by Client, including those contained in Client's procurement order, acceptance, vendor portal or website, shall not be valid or have any effect unless expressly incorporated into the SO and agreed upon in writing by Panorama. Neither Panorama's acceptance of Client's procurement order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication or act of Client shall be deemed acceptance thereof or a waiver of any of the terms in these Terms. If any term of the SO, including any exhibit attached thereto, expressly conflicts with a term of these Terms, the term of the SO (or if applicable the exhibit) shall prevail. If terms within the SO, including any exhibit attached thereto, and these Terms appear merely inconsistent or ambiguous, all such terms shall be given effect to the extent reasonably possible, with a term that is more specific and

detailed on a certain matter prevailing over a more general term or silence on that matter. Silence in the SO, or in any exhibit attached thereto, or in these Terms, on a matter that is addressed elsewhere in the Agreement shall not be deemed to present an express conflict, inconsistency or ambiguity.

8.9 Notices. All notices under the Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

5.

TITLE	Contract, Colorado Springs D11, Renewal 22-23, \$48,022.25
FILE NAME	PANORAMA EDUCATIO...NEWAL 2022-23.pdf
DOCUMENT ID	33a13c55fd5b2f2846f25a88e1b538a12b4e00ff
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

06 / 30 / 2022
19:18:32 UTC

Sent for signature to Panorama Signer
(contracts@panoramaed.com) from arusso@panoramaed.com
IP: 97.94.144.103



VIEWED

06 / 30 / 2022
19:25:53 UTC

Viewed by Panorama Signer (contracts@panoramaed.com)
IP: 73.147.201.252



SIGNED

06 / 30 / 2022
19:27:39 UTC

Signed by Panorama Signer (contracts@panoramaed.com)
IP: 73.147.201.252



COMPLETED

06 / 30 / 2022
19:27:39 UTC

The document has been completed.

TITLE	Contract, Colorado Springs D11, Renewal 22-23, \$48,022.25
FILE NAME	C2016-0070 ...ion (1).pdf and 1 other
DOCUMENT ID	f53ea976e08f431533d7a140d940b85e974c1b74
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

07 / 13 / 2022

15:49:09 UTC

Sent for signature to Panorama Signer
(contracts@panoramaed.com) from arusso@panoramaed.com
IP: 97.94.144.103



VIEWED

07 / 13 / 2022

17:21:24 UTC

Viewed by Panorama Signer (contracts@panoramaed.com)
IP: 38.92.35.189



SIGNED

07 / 13 / 2022

17:22:31 UTC

Signed by Panorama Signer (contracts@panoramaed.com)
IP: 38.92.35.189



COMPLETED

07 / 13 / 2022

17:22:31 UTC

The document has been completed.

Purchase Order

Colorado Spgs School Dist. 11
 1115 NORTH EL PASO
 COLORADO SPRINGS CO 80903
 United States

Supplier: 0000054064
 PANORAMA EDUCATION
 109 KINGSTON ST
 5TH FLOOR
 BOSTON MA 02111-2134

Purchase Order	Date	Revision	Page
SD11-C2016-0070	01/25/2016		1
Payment Terms	Freight Terms	Ship Via	
Net 30	FOB Destination, Frt prepaid	Best	
Buyer	Phone	Currency	
Althea R. Koenig	719.520.2174	USD	

Ship To: 642
 Dist 11, Staff Development Dept
 1115 N. El Paso Street
 Colorado Springs CO 80903
 United States

Attention: Not Specified

Bill To: Accounts Payable
 1115 North El Paso Street
 Colorado Springs CO 80903
 United States

pd 5/9/14

Tax Exempt? Y **Tax Exempt ID:** 98-02922

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	PROVIDE EMPLOYEE CLIMATE SURVEY AS PER PROPOSAL IN RESPONSE TO RFP # S2016-0003 ON 10/30/2015. CHARGE CODE AS PER COTR, JANEEN DEMI-SMITH - 10-642-00-28010-050000-0000		1.00	EA	8,700.00	8,700.00	06/30/2016

SERVICES TO BE PROVIDED FROM 1/4/2016 AND COMPLETED NO LATER THAN 6/30/2016.

DISTRICT REPRESENTATIVE (COTR) JANEEN DEMI-SMITH, 719-520-2347
 DISTRICT CONTRACTING OFFICER, TINA KOENIG, 719-520-2174

Total PO Amount 8,700.00

Vendors must complete EFT form attached. All shipments, shipping papers, invoices, and correspondence must be identified with this Order number. Vendors must notify Contracting Officer immediately of any discrepancies with this order, including shipping costs. Products and services provided without approval of price change will be paid per this order. The terms and conditions attached apply to this order.

Authorized Signature


Purchase Order

Colorado Spgs School Dist. 11

1115 NORTH EL PASO
 COLORADO SPRINGS CO 80903
 United States

Supplier: 0000054064
 PANORAMA EDUCATION
 109 KINGSTON ST
 5TH FLOOR
 BOSTON MA 02111-2134

Purchase Order SD11-16-0070-02	Date 07/24/2017	Revision	Page 1
Payment Terms Net 30	Freight Terms FOB Destination, Frt prepaid	Ship Via Use Best Shipping Method	
Buyer Ruth A. Smith	Phone 719.520.2030	Currency USD	

Ship To: 628
 Educational Data & Support Svc
 1115 N. El Paso
 Colorado Springs CO 80903
 United States

Attention: Not Specified

Bill To: Accounts Payable
 1115 North El Paso Street
 Colorado Springs CO 80903
 United States

pd 8/17/17

Tax Exempt? Y **Tax Exempt ID:** 98-02922

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	PROVIDE EMPLOYEE CLIMATE SURVEY - RENEWAL TO CONTRACT # C2016-0070. CHARGE CODE AS PER COTR, JANEEN DEMI-SMITH: 10-628-00-22140-050000-0000		1.00	EA	8,700.00	8,700.00	06/30/2018

TERMS AND CONDITIONS FROM CONTRACT # C2016-0070 ARE INCORPORATED HEREIN.

CHANGES/MODIFICATIONS TO ORIGINAL SCOPE OF WORK SHALL BE MUTUALLY AGREED UPON BETWEEN PANORAMA AND THE DISTRICT.

SERVICES TO BE PROVIDED FROM 7/1/2017 AND COMPLETED NO LATER THAN 6/30/2018.

DISTRICT REPRESENTATIVE (COTR) JANEEN DEMI-SMITH, 719-520-2347
 DISTRICT CONTRACTING OFFICER, TINA KOENIG, 719-520-2174

Total PO Amount

8,700.00

Vendors must complete EFT form attached. All shipments, shipping papers, invoices, and correspondence must be identified with this Order number. Vendors must notify Contracting Officer immediately of any discrepancies with this order, including shipping costs. Products and services provided without approval of price change will be paid per this order. The terms and conditions attached apply to this order.

Authorized Signature

Ruth A. Smith, CPO

PANORAMA EDUCATION – SERVICE ORDER



Primary Contact Information

Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Colorado Springs School District No 11	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Tina Koenig, Sr. Contracting Officer	<i>Primary Contact, Title</i>	Megan Costello, Director of Strategic Projects
<i>Billing / Payment Address</i>	1115 North El Paso Street	<i>Billing Address</i>	109 Kingston Street, 5 th Floor
<i>City / State / Zip</i>	Colorado Springs, CO 80903	<i>City / State / Zip</i>	Boston, MA 02111
<i>Email</i>	Tina.koenig@d11.org	<i>Email</i>	mcostello@panoramaed.com
<i>Phone</i>	(719) 520-2174	<i>Phone</i>	(617) 356-8123

(1) Description of Services and (2) Fees

Description of Services	Fees
Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting.	<i>Effective Date:</i> <u>8/1/2017</u>
- Staff surveys.	<i>Contract Term:</i> <u> x </u> 1 year
- Based on up to 3,700 total staff employed. (\$1 per additional staff member per year.)	<u> ___ </u> 2 years
	<u> ___ </u> 3 years
	<i>Multi-year Discount</i> <u> x </u> n/a
	<u> ___ </u> 5% for 2 or 3 years
	<i>Annual License Fee:</i> \$3,700
	<i>(Due on Effective Date for Year 1)</i>
	<i>Hands on Services:</i>
	<i>Project management, advice and support around survey customization, survey administration and reporting</i> \$5,000
	<i>Interactive online reporting, PDF reports, reports in a Powerpoint presentation, and subgroup analysis by division, department, school level and others</i>
	<i>Total Fees</i> \$8,700

Other Terms and Conditions (if any)

Agreement

The agreement by and between the Client and Panorama (this "Agreement") consists of this Service Order (the "SO") and the Terms and Conditions attached to the SO dated December 18, 2015.

PANORAMA EDUCATION – SERVICE ORDER



Authorization

By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Client Signature:

Ruth A. Smith

Print Name, Title:

Ruth A. Smith, District Contracting Officer

Date:

07/28/17

Panorama Signature:

Katie Mallett

Print Name, Title:

Katie Mallett, CFO

Date:

07/28/2017

PANORAMA EDUCATION – SERVICE ORDER



Authorization

By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Client Signature:

Ruth A. Smith

Print Name, Title:

Ruth A. Smith, District Contracting Officer

Date:

07/28/17





Panorama Signature:

Print Name, Title:

Date:

TITLE	Colorado Springs Renewal
FILE NAME	20160070 Panorama Mod 2 Ext (2).pdf
DOCUMENT ID	9039fc3a178920d92b30119b29649acd1dd6cbfe
STATUS	● Completed

Document History

 SENT	07/28/2017 22:57:36 UTC	Sent for signature to Katie Mallett (kmallett@panoramaed.com) IP: 99.27.61.166
 VIEWED	07/28/2017 23:07:54 UTC	Viewed by Katie Mallett (kmallett@panoramaed.com) IP: 174.199.13.27
 SIGNED	07/28/2017 23:08:40 UTC	Signed by Katie Mallett (kmallett@panoramaed.com) IP: 174.199.13.27
 COMPLETED	07/28/2017 23:08:40 UTC	The document has been completed.

Panorama Education
109 Kingston Street, 5th Floor
Boston, MA 02111
(617) 752-3988
finance@panoramaed.com
www.panoramaed.com



INVOICE

BILL TO
Colorado Springs School District
No 11

INVOICE # 1249
DATE 08/04/2017
DUE DATE 09/03/2017
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting. - Staff surveys	1	3,700.00	3,700.00 <i>LI</i>
Project Management	1	5,000.00	5,000.00 <i>LI</i>

P.O. # SD11-16-0070-02

BALANCE DUE

\$8,700.00

Wire/ACH Instructions:

Bank Name: Silicon Valley Bank
Bank Address: 3003 Tasman Drive
Santa Clara, CA 95054
SWIFT Code (foreign wires only): SVBKUS6S
ABA / Routing Number: 121140399
Account Number: 3301053821

PO 16-0070-02

APPROVED FOR PAYMENT ✓

Tina Koening

Tina Koening, Contracting Officer

8/7/17

*9/4
E/m JDS*

Purchase Order

Colorado Spgs School Dist. 11
 1115 NORTH EL PASO
 COLORADO SPRINGS CO 80903
 United States

Supplier: 0000054064
 PANORAMA EDUCATION
 109 KINGSTON ST
 5TH FLOOR
 BOSTON MA 02111-2134

Purchase Order SD11-16-0070-03	Date 07/02/2018	Revision	Page 1
Payment Terms Net 30	Freight Terms FOB Destination, Frt prepaid	Ship Via Use Best Shipping Method	
Buyer Rosa Maria Garcia	Phone 719.520.2316	Currency USD	

Ship To: WAREHOUSE
 CSSD11 District Warehouse
 5260 Geiger Blvd.
 COLORADO SPRINGS CO 80915
 United States

Attention: Not Specified

Bill To: Accounts Payable
 1115 North El Paso Street
 Colorado Springs CO 80903
 United States

pd 8/10/18

Tax Exempt? Y **Tax Exempt ID:** 98-02922

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	PROVIDE EMPLOYEE CLIMATE SURVEY - RENEWAL TO CONTRACT # C2016-0070. CHARGE CODE AS PER COTR, JANEEN DEMI-SMITH: 10-628-00-22140-050000-0000		1.00	EA	8,700.00	8,700.00	06/30/2018

TERMS AND CONDITIONS FROM CONTRACT # C2016-0070 ARE INCORPORATED HEREIN.

CHANGES/MODIFICATIONS TO ORIGINAL SCOPE OF WORK SHALL BE MUTUALLY AGREED UPON BETWEEN PANORAMA AND THE DISTRICT.

SERVICES TO BE PROVIDED FROM 7/1/2018 AND COMPLETED NO LATER THAN 6/30/2019.

DISTRICT REPRESENTATIVE (COTR) JANEEN DEMI-SMITH, 719-520-2347
 DISTRICT CONTRACTING OFFICER, ROSA GARCIA, 719-520-2316

Total PO Amount 8,700.00

Vendors must complete EFT form attached. All shipments, shipping papers, invoices, and correspondence must be identified with this Order number. Vendors must notify Contracting Officer immediately of any discrepancies with this order, including shipping costs. Products and services provided without approval of price change will be paid per this order. The terms and conditions attached apply to this order.

Authorized Signature
 7/2/18

Rosa Garcia, Contracting Officer

PANORAMA EDUCATION – SERVICE ORDER



Primary Contact Information

Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Colorado Springs School District No 11	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Anna Diaz, Sr. Contracting Specialist	<i>Primary Contact, Title</i>	Jillian Steckloff, Account Manager
<i>Billing / Payment Address</i>	1115 North El Paso Street	<i>Billing Address</i>	109 Kingston Street, 5 Floor
<i>City / State / Zip</i>	Colorado Springs, CO 80903	<i>City / State / Zip</i>	Boston, MA 02111
<i>Email</i>	Anna.Diaz@dsu.org	<i>Email</i>	jsteckloff@panoramaed.com
<i>Phone</i>	(719) 520-2030	<i>Phone</i>	(617) 356-8123

(1) Description of Services and (2) Fees

Description of Services	Fees
Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting.	Effective Date: <u>8/1/2018</u>
<ul style="list-style-type: none"> - Staff surveys. - Based on up to 3,700 total staff employed. (\$1 per additional staff member per year.) 	Contract Term: <u> x </u> 1 year <u> </u> 2 years <u> </u> 3 years
	Multi-year Discount <u> </u> n/a <u> </u> 5% for 2 or 3 years
	Annual License Fee: \$3,700 <i>(Due on Effective Date for Year 1)</i>
	Hands on Services: <i>Project management, advice and support around survey customization, survey administration and reporting</i> \$5,000
	<i>Interactive online reporting, PDF reports, reports in a Powerpoint presentation, and subgroup analysis by division, department, school level and others</i>
	Total Fees \$8,700

Other Terms and Conditions (if any)

Agreement

PANORAMA EDUCATION – SERVICE ORDER



The agreement by and between the Client and Panorama (this "Agreement") consists of this Service Order (the "SO") and the Terms and Conditions attached to the SO dated December 18, 2015.

Authorization

By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Client Signature:

Print Name, Title:

Lisa Greene, OFFICER

Date:

7/2/18

Panorama Signature:

Print Name, Title:

Katie Mallett, VP Finance

Date:

07/03/2018

PANORAMA EDUCATION – SERVICE ORDER



The agreement by and between the Client and Panorama (this "Agreement") consists of this Service Order (the "SO") and the Terms and Conditions attached to the SO dated December 18, 2015.

Authorization

By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Client Signature:

Panorama Signature:

Print Name, Title:

Rosa Garcia, OFFICER

Print Name, Title:

Contracting Date:

1/2/18

Date:

TITLE	Panorama- D11 Staff Survey Renewal
FILE NAME	Panorama JDS.pdf
DOCUMENT ID	7432913556d482111bafa97e15d93fb064fb45ae
STATUS	● Completed

Document History



SENT

07/02/2018
22:42:37 UTC

Sent for signature to Katie Mallet (kmallett@panoramaed.com)
from jsteckloff@panoramaed.com
IP: 73.61.9.189



VIEWED

07/03/2018
17:44:34 UTC

Viewed by Katie Mallet (kmallett@panoramaed.com)
IP: 50.237.114.132



SIGNED

07/03/2018
17:45:08 UTC

Signed by Katie Mallet (kmallett@panoramaed.com)
IP: 50.237.114.132



COMPLETED

07/03/2018
17:45:08 UTC

The document has been completed.

Panorama Education
24 School Street, 4th Floor
Boston, MA 02108
(617) 752-3988
finance@panoramaed.com
www.panoramaed.com



INVOICE

BILL TO
Colorado Springs School District
No 11
115 North El Paso Street
Colorado Springs, CO 80903

INVOICE # 2004
DATE 08/03/2018
DUE DATE 09/02/2018
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
PO # SD11-16-0070-03 Panorama Platform License Fee Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting. - Staff surveys	1	3,700.00	3,700.00
Project Management	1	5,000.00	5,000.00

Wire/ACH Instructions:

Bank Name: Silicon Valley Bank
Bank Address: 3003 Tasman Drive
Santa Clara, CA 95054
SWIFT Code (foreign wires only): SVBKUS6S
ABA / Routing Number: 121140399
Account Number: 3301053821

BALANCE DUE

\$8,700.00

Renewal PO # 16-0070-03

APPROVED FOR PAYMENT


8/10/18
Jocelyn Kupferman, Contracting Officer

Purchase Order

Colorado Spgs School Dist. 11
 1115 NORTH EL PASO
 COLORADO SPRINGS CO 80903
 United States

Supplier: 0000054064
 PANORAMA EDUCATION
 109 KINGSTON ST
 5TH FLOOR
 BOSTON MA 02111-2134

Purchase Order SD11-16-0070-4A	Date 07/15/2019	Revision	Page 1
Payment Terms Net 30	Freight Terms FOB Destination, Frt prepaid	Ship Via Use Best Shipping Method	
Buyer Jocelyn Kupferman	Phone 719/520-2174	Currency USD	

Ship To: WAREHOUSE
 CSSD11 District Warehouse
 5260 Geiger Blvd.
 COLORADO SPRINGS CO 80915
 United States

Attention: Not Specified

Bill To: Accounts Payable
 1115 North El Paso Street
 Colorado Springs CO 80903
 United States

Tax Exempt? Y **Tax Exempt ID:** 98-02922

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	PROVIDE SOCIAL - EMOTIONAL LEARNING PLATFORM - TASK ORDER TO CONTRACT # C2016-0070. CHARGE CODE AS PER COTR, CORY NOTESTINE: 10-694-00-21220-050000-2017		1.00	EA	21,300.00	21,300.00	06/30/2020

TERMS AND CONDITIONS FROM CONTRACT # C2016-0070 ARE INCORPORATED HEREIN.

CHANGES/MODIFICATIONS TO ORIGINAL SCOPE OF WORK SHALL BE MUTUALLY AGREED UPON BETWEEN PANORAMA AND THE DISTRICT.

SERVICES TO BE PROVIDED FROM 7/1/2019 AND COMPLETED NO LATER THAN 6/30/2020.

DISTRICT REPRESENTATIVE (COTR) CORY NOTESTINE, 719-520-2568
 DISTRICT CONTRACTING OFFICER, JOCELYN KUPFERMAN, 719-520-2174

Total PO Amount 21,300.00

PA 2/28/2020

Vendors must complete EFT form attached. All shipments, shipping papers, invoices, and correspondence must be identified with this Order number. Vendors must notify Contracting Officer immediately of any discrepancies with this order, including shipping costs. Products and services provided without approval of price change will be paid per this order. The terms and conditions attached apply to this order.

Authorized Signature



7/15/19

PANORAMA EDUCATION – SERVICE ORDER



your context, and learn how to deliver the same training to a different group.

Data Inquiry and Action Planning Workshop:

Give school leaders or other groups of educators in your district strategies and tools to understand, interpret, and take action based on data. Panorama team members facilitate interactive, hands-on engagement with Panorama reports and guide groups through protocols to set goals and plan for action.

Other Terms and Conditions (if any)

Terms and Conditions from Contract # C2016-0070 are incorporated herein.

Agreement

The agreement by and between the Client and Panorama (this "Agreement") consists of this Service Order (the "SO") and the Terms and Conditions attached to the SO.

Authorization

By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Client Signature:

Print Name, Title:

Jocelyn Kupferman
Contracting Officer

Date:

7/15/19

Panorama Signature:

Katie Mallett

Print Name, Title:

Katie Mallett, VP Finance

Date:

07/15/2019

Terms and Conditions

BACKGROUND

Panorama is an education technology company that has developed a cloud-based platform-as-a-service that enables 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 (the "Platform"). Client and Panorama have entered into the SO and, from time to time hereafter, Client and Panorama may enter into additional Service Orders ("Future SOs") pursuant to which Client will purchase rights to use the Platform and receive services. These Terms and Conditions are incorporated by reference into the SO to create this Agreement and will be incorporated by reference into each Future SO to create separate future agreements for the rights and services described in the applicable Future SO, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to the terms and conditions of this Agreement, Panorama hereby grants Client the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use (including use by Client's students, staff and parents, as described in the SO, if applicable ("Authorized Users")).

1.2 Limitations. The following limitations and restrictions will apply to the Platform:

(a) Client will not provide access to the Platform to any person who is not an employee or contractor of Client or an Authorized User.

(b) Except as expressly permitted hereunder, Client will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (ii) modify, translate or create derivative works based on the Platform; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (iv) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) 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 (vi) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform.

2 OWNERSHIP; RESERVATION OF RIGHTS

2.1 Client Ownership. Client owns (a) any data Client inputs into the Platform that identifies Client or its students, staff or parents (including Authorized Users) and any Survey responses provided by Client, its students, staff or parents (including Authorized Users) ("Data"), and (b) any other data and content provided by Client or Authorized Users to Panorama or input into the Platform, such as Survey questions ("Other Data"), and, together with the Data, "Client Data"). Client hereby grants to Panorama a non-exclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers) (i) right and license during the Term to copy, distribute, display and create derivative works of and use the Client Data to perform Panorama's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client Data to create aggregated, non-personally identifiable data or information ("Blind Data") and copy, distribute, display, create derivative works of and use the Blind Data for benchmarking, research or development purposes, including published research, and (iii) perpetual, irrevocable right and license to copy, distribute, display and create derivative works of and use Other Data for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to the Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Ownership. Panorama retains all right, title and interest in and to the Platform, all copies or parts thereof (by whomsoever produced) and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to

Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Client Responsibilities. Client will (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform and notify Panorama promptly of any such unauthorized access or use, and (b) use the Platform only in accordance with the documentation and applicable laws and regulations.

2.5 Data Security. Panorama will implement and maintain reasonable administrative, physical and technical safeguards ("Safeguards") which attempt to prevent any collection, use or disclosure of, or access to Client Data that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard Client Data. Such information security program includes: (a) physical security of all premises in which Client Data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by Panorama to perform any part of the services hereunder.

2.6 Privacy Policy. Panorama cares deeply about privacy, and we recognize that it is important to the educators, students, and parents we serve. Please see our Privacy Policy at <https://www.panoramaed.com/privacy> for more information about how we protect the privacy of those we serve.

2.7 Right to Data Destruction. If requested by the Client, during or after the term of this agreement, Panorama will make reasonable efforts to destroy or otherwise render Client Data inaccessible.

3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may suspend access to the Platform until such payment is made.

3.2 Net of Taxes. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). Client will be solely responsible for payment of any Taxes, except for those taxes based on the income of Panorama. Client will not withhold any Taxes from any amounts due Panorama.

4 TERM, TERMINATION

4.1 Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO (the "Term").

4.2 Termination; Effect of Termination. In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days' notice (or ten (10) days in the case of nonpayment) after receiving notice thereof. Upon any termination of this Agreement, Client will pay in full for the use of the Platform up to and including the last day on which the Platform is provided. Upon any termination of this Agreement for any reason, Panorama may, but is not obligated to, in its sole discretion and without delivery of any notice to Client, delete any Client Data stored or otherwise archived on the Platform or on Panorama's network. Upon termination of this Agreement, all rights granted

Terms and Conditions

hereunder and all obligations of Panorama to provide the Platform will immediately terminate and Client will (a) cease use of the Platform; and (b) return or destroy all other copies or other embodiments of Panorama's Confidential Information.

4.3 **Survival.** Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2 (Ownership; Reservation of Rights), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective Clients, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and the terms of this Agreement. Information will not be deemed "Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of this Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisers, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments thereof.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 **Representations and Warranties.** Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the

execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement.

6.2 **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 **Disclaimer of Consequential Damages.** THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, 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.

7.2 **General Cap on Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, 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 CLIENT TO PANORAMA 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.

7.3 **Independent Allocations of Risk.** EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF

Terms and Conditions

LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("**Client Indemnified Parties**") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("**Liabilities**") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Panorama with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate this Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("**Panorama Indemnified Parties**") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to (a) any use by Client or Authorized Users of the Platform in violation of this Agreement or (b) the Client Data.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "**Indemnified Party**") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "**Action**"), the Indemnified Party will give the other party (the "**Indemnifying Party**") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.





8 GENERAL

Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or

attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by this Agreement. All notices under this Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional and marketing materials. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "**Force Majeure Event**"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

TITLE	D11 renewal
FILE NAME	SEL Panorama PO FY 19-20.pdf
DOCUMENT ID	9318c66910b15a2f0a43a4b5fd1be356df5c7c2e
STATUS	● Completed

Document History

 SENT	07/15/2019 20:06:25 UTC	Sent for signature to Katie Mallett (kmallett@panoramaed.com) from eweisman@panoramaed.com IP: 144.121.56.12
 VIEWED	07/15/2019 21:08:40 UTC	Viewed by Katie Mallett (kmallett@panoramaed.com) IP: 50.237.114.132
 SIGNED	07/15/2019 21:09:02 UTC	Signed by Katie Mallett (kmallett@panoramaed.com) IP: 50.237.114.132
 COMPLETED	07/15/2019 21:09:02 UTC	The document has been completed.



Panorama Education
 24 School Street
 4th Floor
 Boston MA 02108
 United States

Invoice

#INV3941

8/1/2019

Bill To

Colorado Springs School District 11 (D11) (CO)
 1115 North El Paso Street
 Colorado Springs CO 80903-2599
 United States

TOTAL

\$21,300.00

Due Date: 8/31/2019

Terms	Due Date	PO #	Sales Rep	Shipping Method	Partner
Net 30	8/31/2019	SD11-16-0070-4A			

Description

Amount

Panorama Platform License Fee: Social-Emotional Learning
 Access to Platform and Support (as defined in the Terms and Conditions): Survey
 administration, analysis and reporting.

\$11,300.00

Includes \$3,700 Credit for 2018-2019 unused staff survey licenses

2 Workshops : Data Inquiry and Action Planning

\$5,000.00

Project Management

\$5,000.00

Subtotal	\$21,300.00
Tax (0%)	\$0.00
Total	\$21,300.00

WIRE / ACH INSTRUCTIONS:

Bank Name: Silicon Valley Bank
 Bank Address: 3003 Tasman Drive
 Santa Clara, CA 95054
 SWIFT Code (foreign wires only): SVBKUS6S
 ABA / Routing Number: 121140399
 Account Number: 3301053821

APPROVED FOR PAYMENT

 Jocelyn Kupferman, Contracting Officer



INV3941

Purchase Order

Colorado Spgs School Dist. 11
 1115 NORTH EL PASO
 COLORADO SPRINGS CO 80903
 United States

Supplier: 0000054064
 PANORAMA EDUCATION
 109 KINGSTON ST
 5TH FLOOR
 BOSTON MA 02111-2134

Purchase Order SD11-16-0070-6A	Date 07/08/2020	Revision	Page 1
Payment Terms Net 30	Freight Terms FOB Destination, Frt prepaid	Ship Via Use Best Shipping Method	
Buyer Jocelyn Kupferman	Phone/Email 719/520-2174 JOCELYN.KUPFERMAN@d11.org	Currency USD	

Ship To: WAREHOUSE
 CSSD11 District Warehouse
 5260 Geiger Blvd.
 COLORADO SPRINGS CO 80915
 United States

Attention: Not Specified

Bill To: Accounts Payable
 1115 North El Paso Street
 Colorado Springs CO 80903
 United States

Tax Exempt? Y **Tax Exempt ID:** 98-02922

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	PROVIDE SOCIAL - EMOTIONAL LEARNING PLATFORM - TASK ORDER TO CONTRACT # C2016-0070. CHARGE CODE AS PER COTR, CORY NOTESTINE: 10-694-00-21220-050000-2017		1.00	EA	37,075.00	37,075.00	06/30/2021

TERMS AND CONDITIONS FROM CONTRACT # C2016-0070 ARE INCORPORATED HEREIN.

PLEASE FIND ATTACHED COVID COMPLIANCE STANDARDS FOR FY 20/21

CHANGES/MODIFICATIONS TO ORIGINAL SCOPE OF WORK SHALL BE MUTUALLY AGREED UPON BETWEEN PANORAMA AND THE DISTRICT.

SERVICES TO BE PROVIDED FROM 7/1/2020 AND COMPLETED NO LATER THAN 6/30/2021.

DISTRICT REPRESENTATIVE (COTR) CORY NOTESTINE, 719-520-2568
 DISTRICT CONTRACTING OFFICER, JOCELYN KUPFERMAN, 719-520-2174

Total PO Amount 37,075.00

Vendors must complete EFT form attached. All shipments, shipping papers, invoices, and correspondence must be identified with this Order number. Vendors must notify Contracting Officer immediately of any discrepancies with this order, including shipping costs. Products and services provided without approval of price change will be paid per this order. The terms and conditions attached apply to this order.

Authorized Signature

 7/8/2020

PANORAMA EDUCATION – SERVICE ORDER



Primary Contact Information

Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Colorado Springs School District No 11	<i>Company Name</i>	Panorama Education
<i>Primary Contact, Title</i>	Cory Notastine, Director of Counseling and Wellness	<i>Primary Contact, Title</i>	Christina Eng, Account Director
<i>Billing / Payment Address</i>	1115 North El Paso Street	<i>Billing Address</i>	24 School Street, 4th Floor
<i>City / State / Zip</i>	Colorado Springs, CO 80903	<i>City / State / Zip</i>	Boston, MA 02108
<i>Email</i>	corey.notastine@d11.org	<i>Email</i>	ceng@panoramaed.com
<i>Phone</i>	(719 520-2568)	<i>Phone</i>	(617) 766-5115

Billing Contact

Billing Email Address

(1) Description of Services and (2) Fees

Description of Services	Fees
Annual License Fees:	<i>Effective Date:</i> 08/01/2020
Panorama Platform License Fee: Social-Emotional Learning Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting. <ul style="list-style-type: none"> Social-emotional learning measures 	<i>Contract Term: (From Effective Date)</i> 1 year
	<i>Annual SEL License Fee:</i> \$19,575.00 / year
	<i>Subtotal License Fee:</i> \$19,575.00
Services Fees:	<i>Project Management:</i> \$5,000.00 / year
Project Management: Includes dedicated Client Success Manager who will work with the client's main point of contact to execute a successful project administration. <ul style="list-style-type: none"> Develop project timeline Manage setup and administration Customize configurations Coordinate rollout of reports 	<i>Professional Development:</i> \$12,500.00 / year
Professional Development: Includes prep, travel, accommodations, and materials: <ul style="list-style-type: none"> 5 sessions (up to 3 hours each) with up to 50 participants in each session. Sessions can be offered within one month of request, pending trainer availability 	<i>Subtotal Services Fees Over Contract Term:</i> \$17,500.00 / year
	<i>Annual Total: (Due on Effective Date for Year 1)</i> \$37,075.00 / year
	<i>Total Over Contract Term:</i> \$37,075.00 / year

PANORAMA EDUCATION – SERVICE ORDER



Other Terms and Conditions (if any)

All terms and conditions of Contract # 2016-0070 are hereby incorporated in to this service order.

Agreement

The agreement by and between the Client and Panorama (this "Agreement") consists of this Service Order (the "SO") and the Terms and Conditions attached to the SO.

Authorization

By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Client Signature:

Panorama Signature:

Print Name, Title:

Jocelyn Kupferman
Contract Specialist

Print Name, Title:

Date:

7/8/2020

Date:

Terms and Conditions

BACKGROUND

Panorama is an education technology company that has developed a cloud-based platform-as-a-service that enables 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 (the "Platform").

Client and Panorama have entered into the SO and, from time to time hereafter, Client and Panorama may enter into additional Service Orders ("Future SOs") pursuant to which Client will purchase rights to use the Platform and receive services. These Terms and Conditions are incorporated by reference into the SO to create this Agreement and will be incorporated by reference into each Future SO to create separate future agreements for the rights and services described in the applicable Future SO, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE PLATFORM

1.1 **Platform.** Subject to the terms and conditions of this Agreement, Panorama hereby grants Client the limited, nonexclusive, nontransferable, non-sublicensable right to access and use the Platform via the Internet during the Term solely for Client's use (including use by Client's students, staff and parents, as described in the SO, if applicable ("Authorized Users")).

1.2 **Limitations.** The following limitations and restrictions will apply to the Platform:

(a) Client will not provide access to the Platform to any person who is not an employee or contractor of Client or an Authorized User.

(b) Except as expressly permitted hereunder, Client will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (ii) modify, translate or create derivative works based on the Platform; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (iv) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) 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 (vi) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform.

2 OWNERSHIP; RESERVATION OF RIGHTS

2.1 **Client Ownership.** Client owns (a) any data Client inputs into the Platform that identifies Client or its students, staff or parents (including Authorized Users) and any Survey responses provided by Client, its students, staff or parents (including Authorized Users) ("Data"), and (b) any other data and content provided by Client or Authorized Users to Panorama or input into the Platform, such as Survey questions ("Other Data"), and, together with the Data, "Client Data"). Client hereby grants to Panorama a non-exclusive, worldwide, royalty-free, fully paid up, sublicensable (through multiple tiers) (i) right and license during the Term to copy, distribute, display and create derivative works of and use the Client Data to perform Panorama's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client Data to create aggregated, non-personally identifiable data or information ("Blind Data") and copy, distribute, display, create derivative works of and use the Blind Data for benchmarking, research or development purposes, including published research, and (iii) perpetual, irrevocable right and license to copy, distribute, display and create derivative works of and use Other Data for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to the Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 **Panorama Ownership.** Panorama retains all right, title and interest in and to the Platform, all copies or parts thereof (by whomsoever produced) and all intellectual property rights therein. Panorama grants

no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 **Feedback.** Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicensable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 **Client Responsibilities.** Client will (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform and notify Panorama promptly of any such unauthorized access or use, and (b) use the Platform only in accordance with the documentation and applicable laws and regulations.

2.5 **Data Security.** Panorama will implement and maintain reasonable administrative, physical and technical safeguards ("Safeguards") which attempt to prevent any collection, use or disclosure of, or access to Client Data that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard Client Data. Such information security program includes: (a) physical security of all premises in which Client Data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by Panorama to perform any part of the services hereunder.

2.6 **Privacy Policy.** Panorama cares deeply about privacy, and we recognize that it is important to the educators, students, and parents we serve. Please see our Privacy Policy at <https://www.panoramaed.com/privacy> for more information about how we protect the privacy of those we serve.

2.7 **Right to Data Destruction.** If requested by the Client, during or after the term of this agreement, Panorama will make reasonable efforts to destroy or otherwise render Client Data inaccessible.

3 FEES; PAYMENT TERMS

3.1 **Fees; Payment Terms.** Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may suspend access to the Platform until such payment is made.

3.2 **Net of Taxes.** All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). Client will be solely responsible for payment of any Taxes, except for those taxes based on the income of Panorama. Client will not withhold any Taxes from any amounts due Panorama.

4 TERM, TERMINATION

4.1 **Term.** The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO (the "Term").

4.2 **Termination; Effect of Termination.** In addition to any other remedies it may have, either party may terminate this Agreement if the

Terms and Conditions

other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days' notice (or ten (10) days in the case of nonpayment) after receiving notice thereof. Upon any termination of this Agreement, Client will pay in full for the use of the Platform up to and including the last day on which the Platform is provided. Upon any termination of this Agreement for any reason, Panorama may, but is not obligated to, in its sole discretion and without delivery of any notice to Client, delete any Client Data stored or otherwise archived on the Platform or on Panorama's network. Upon termination of this Agreement, all rights granted hereunder and all obligations of Panorama to provide the Platform will immediately terminate and Client will (a) cease use of the Platform; and (b) return or destroy all other copies or other embodiments of Panorama's Confidential Information.

4.3 **Survival.** Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2 (Ownership; Reservation of Rights), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective Clients, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and the terms of this Agreement. Information will not be deemed "Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of this Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each

party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments thereof.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 **Representations and Warranties.** Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement.

6.2 **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 **Disclaimer of Consequential Damages.** THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, 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.

7.2 **General Cap on Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, 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 CLIENT TO PANORAMA UNDER THIS

Terms and Conditions

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.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Panorama with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate this Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to (a) any use by Client or Authorized Users of the Platform in violation of this Agreement or (b) the Client Data.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.





8 GENERAL

Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to

the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by this Agreement. All notices under this Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional and marketing materials. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

TITLE Colorado Springs District 11 Contract for Signature
FILE NAME HPSCAN_20200708174430751.pdf
DOCUMENT ID bb49643d0071c3a3b124e95ef49a8bc0ecc7c74a
AUDIT TRAIL DATE FORMAT MM / DD / YYYY
STATUS ● Completed

Document History

-  **07 / 08 / 2020**
SENT 19:58:23 UTC Sent for signature to Panorama (contracts@panoramaed.com) from ceng@panoramaed.com IP: 73.92.171.24
-  **07 / 08 / 2020**
VIEWED 20:11:41 UTC Viewed by Panorama (contracts@panoramaed.com) IP: 209.6.43.65
-  **07 / 08 / 2020**
SIGNED 20:14:57 UTC Signed by Panorama (contracts@panoramaed.com) IP: 209.6.43.65
-  **07 / 08 / 2020**
COMPLETED 20:14:57 UTC The document has been completed.

Explanation of the change in cost due to the increased student enrollment and additional workshops are outlined below:

Current Pricing (7/1/2019 - 6/30/2020)

Product	Cost <i>(License Fees are structured as price per student)</i>	Quantity	Total Cost
SEL Platform License	\$1.50	10,000	\$15,000.00
Staff Survey License (Credit)*	\$1.00	3,700	-\$3,700.00
Project Management	\$1.00	5,000	\$5,000.00
Workshops	\$2,500.00	2	\$5,000.00
			\$21,300.00

*For our 2019 partnership, we had applied the cost of the unused Staff Surveys from 2018 towards the SEL license

Updated Pricing (7/1/2020 - 6/30/2021)

Product	Cost <i>(License Fees are structured as price per student)</i>	Quantity	Total Cost
SEL Platform License	\$1.50	13,050	\$19,575.00
Project Management	\$1.00	5,000	\$5,000.00
Workshops	\$2,500.00	5	\$12,500.00
			\$37,075.00

Increase in Total Cost accounts for:

-Increase in student enrollment (+3,050)

-Increase to 5 workshops due to additional schools coming on board

Regarding workshops, I've included 5 sessions on the Service Order and kept descriptions generic so we have flexibility in designing sessions that will fit the needs of the schools. We'll plan to schedule time with you and our Teaching and Learning team in August/September to map out our scope for the year!

I've also been working with Odyssey directly on amending their existing agreement with us, removing the workshop that was scheduled next week and accounting for this session next spring as Sean requested (Odyssey has not been charged/paid for the spring 2020 workshop). I had thought the workshop with Odyssey was organized and being facilitated separate from the larger district agreement, so apologies for not speaking up on this during our call! I'm waiting to hear back from Sean and Jocelyn Kupferman to get this finalized, though let me know if you prefer we include this session on our larger partnership agreement instead.

We'll keep you in the loop as we develop survey content more specific to transitioning to the new school year, and as we continue to think about focus on adult SEL. Always appreciate your thoughts on feedback as to what would be helpful and how we can support you!

Thanks!

--

Christina Eng

Account Director

Panorama Education

Office: (817) 786-5115

Purchase Order

Colorado Spgs School Dist. 11
 1115 NORTH EL PASO
 COLORADO SPRINGS CO 80903
 United States

Supplier: 0000054064
 PANORAMA EDUCATION
 109 KINGSTON ST
 5TH FLOOR
 BOSTON MA 02111-2134

Purchase Order SD11-16-0070-08	Date 09/14/2022	Revision 	Page 1
Payment Terms Net 30	Freight Terms FOB Destination, Frt prepaid	Ship Via Use Best Shipping Method	
Buyer Julie Ann Torres	Phone/Email 719/520-2174 JULIE.TORRES@d11.org	Currency USD	

Ship To: WAREHOUSE
 CSSD11 District Warehouse
 5260 Geiger Blvd.
 COLORADO SPRINGS CO 80915
 United States

Attention: Not Specified

Bill To: Accounts Payable
 1115 North El Paso Street
 Colorado Springs CO 80903
 United States

Tax Exempt? Y **Tax Exempt ID:** 98-02922

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	PROVIDE SOCIAL - EMOTIONAL LEARNING PLATFORM - MODIFICATION TO CONTRACT # C2016-0070.		1.00 EA	15,000.00	15,000.00	06/30/2023
2- 1	PROVIDE SOCIAL - EMOTIONAL LEARNING PLATFORM - MODIFICATION TO CONTRACT # C2016-0070.		1.00 EA	33,022.25	33,022.25	06/30/2023

FUNDING FROM 10-694-00-21220-050000-2017-\$33,022.25 & 10-694-00-22111-050000-0000 \$15,000

TERMS AND CONDITIONS FROM CONTRACT # C2016-0070 ARE INCORPORATED HEREIN.

CHANGES/MODIFICATIONS TO ORIGINAL SCOPE OF WORK SHALL BE MUTUALLY AGREED UPON BETWEEN PANORAMA AND THE DISTRICT.

SERVICES TO BE PROVIDED FROM 7/1/2022 AND COMPLETED NO LATER THAN 6/30/2023.

REFERENCE PO#16-0070-08 ON ALL INVOICES

DISTRICT REPRESENTATIVE KATHLEEN ONLEY, KATHLEEN.ONLEY@d11.org
 DISTRICT CONTRACTING OFFICER, JULIE TORRES, JULIE.TORRES@D11.ORG

Total PO Amount

48,022.25

** Po has been paid in full and closed - JAT 2/17/23 **

Vendors must complete EFT form attached. All shipments, shipping papers, invoices, and correspondence must be identified with this Order number. Vendors must notify Contracting Officer immediately of any discrepancies with this order, including shipping costs. Products and services provided without approval of price change will be paid per this order. The terms and conditions attached apply to this order.

Authorized Signature

[Handwritten Signature] 10/19/2022

PANORAMA EDUCATION – SERVICE ORDER



Primary Contact Information

Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Colorado Springs School District #11	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Cory Notestine, Director of Counseling and Wellness	<i>Primary Contact, Title</i>	Lauren Latto, Account Director
<i>Billing / Payment Address</i>	1115 North El Paso Street	<i>Billing Address</i>	24 School St. Fourth Floor
<i>City / State / Zip</i>	Colorado Springs, CO 80903	<i>City / State / Zip</i>	Boston, MA 02108
<i>Primary Contact Email Address</i>	corey.notestine@d11.org	<i>Email</i>	llatto@panoramaed.com
<i>Primary Contact Phone Number</i>	719-520-2568	<i>Phone</i>	617-336-6285
<i>Accounts Payable Contact</i>	Anna Diaz		
<i>Accounts Payable Email Address</i>	anna.diaz@d11.org		
<i>Accounts Payable Phone Number</i>	719-520-2030		
<i>Purchase Order Required?</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

(1) Description of Services and (2) Fees

Description of Services	Fees
<p><u>Annual Licenses:</u></p> <p>Panorama Student Surveys and Student SEL: Platform License Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting.</p> <ul style="list-style-type: none"> Student surveys 	<p>Effective Date: August 1, 2022</p> <p>Contract Term: One contract year (From Effective Date)</p> <p>Annual License Fee: \$38,022.25 / year</p> <p>Subtotal License Fee Over Contract Term: \$38,022.25</p> <p>Project Management Fee: \$5,000 / year</p>
<p><u>Services:</u></p> <p>Project Management Includes dedicated Client Success Manager who will work with the client's main point of contact to execute a successful project administration.</p>	

PANORAMA EDUCATION – SERVICE ORDER



- Develop project timeline
- Manage setup and administration
- Customize configurations
- Coordinate rollout of reports

Professional Development Fee: \$5,000/ year

Subtotal Services Fees Over Contract Term: \$10,000/ year

Foundations Package (Virtual)

Includes up to two virtual workshops from Panorama's core offerings menu. Each workshop includes a consultative planning session with a professional learning specialist and up to 2 hours of virtual facilitation for groups <50 (Larger sessions can be supported as interactive webinars, and additional facilitators can be added for breakout rooms or chat

Annual Total: \$48,022.25 / year
(Invoiced on Effective Date)

Total Over Contract Term: \$48,022.25

(3) Agreement

The entire agreement by and between Client and Panorama ("Agreement") consists of (i) the terms set forth in this Service Order ("SO") (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO ("Terms"), and (iii) District Contract No. C2016-0070.

(4) Supplemental Terms and Conditions (if any)

Authorization

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

Client Signature:

Shantelle Bridges

Print Name, Title:

Shantelle Bridges

Date:

6-30-2022

Panorama Signature:

Kelly Osborne

Print Name, Title:

Kelly Osborne, Contract Administrator

Date:

06 / 30 / 2022

PANORAMA EDUCATION – SERVICE ORDER



- Develop project timeline
- Manage setup and administration
- Customize configurations
- Coordinate rollout of reports

Professional Development Fee: \$5,000/ year

Subtotal Services Fees Over Contract Term: \$10,000/ year

Foundations Package (Virtual)

Includes up to two virtual workshops from Panorama's core offerings menu. Each workshop includes a consultative planning session with a professional learning specialist and up to 2 hours of virtual facilitation for groups <50 (Larger sessions can be supported as interactive webinars, and additional facilitators can be added for breakout rooms or chat

Annual Total: \$48,022.25 / year
(Invoiced on Effective Date)

Total Over Contract Term: \$48,022.25

(3) Agreement

The entire agreement by and between Client and Panorama ("Agreement") consists of (i) the terms set forth in this Service Order ("SO") (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO ("Terms"), and (iii) District Contract No. C2016-0070.

(4) Supplemental Terms and Conditions (if any)

Authorization

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

Client Signature:

Shantelle Bridges

Print Name, Title:

Shantelle Bridges

Date:

6-30-2022

Panorama Signature:

Print Name, Title:

Date:

Exhibit A

Terms

BACKGROUND

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"). The client named on the Service Order attached hereto ("Client") and Panorama have entered into an agreement consisting of the attached Service Order, including any exhibits attached thereto, ("SO"), these terms ("Terms" and collectively with the SO, "Agreement"). From time to time hereafter, Client and Panorama may enter into additional service orders pursuant to which Client may purchase additional rights to use the Platform and receive additional services, provided that these Terms will be incorporated by reference into and apply to each such additional service order to create a separate agreement that governs each such additional service order, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to this Agreement, Panorama hereby grants Client (including Client's students, employees, and parents and authorized guardians of Client's students, all as applicable and described in the relevant SO, ("Authorized Users")), the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use, in accordance with applicable laws and regulations and the Platform's intended uses as communicated to Client by Panorama.

1.2 Limitations. Except as expressly permitted in the Agreement, Client will not 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 or (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 Panorama or its suppliers on the Platform or on any printed or digital materials provided by Panorama.

1.3 Compliance with Laws. Panorama is responsible for compliance with federal, state local laws and regulations to the extent they govern Panorama's activities, including providing the Platform to Client. Client is responsible for compliance with federal, state and local laws and regulations to the extent they govern Client's activities, including but not limited to the use by Client of the Platform to collect, record, retain, use and disclose any individual's information. Without limiting the foregoing, each party is responsible for determining its own obligations, including but not limited to notice and consent obligations, under the Family Educational Right to Privacy Act and its implementing regulations ("FERPA") and the Protection of Pupil Rights Act and its implementing regulations ("PPRA"). The parties agree that they intend for the collection and use of personally identifiable information (as defined under FERPA) for only legitimate educational purposes and other purposes allowed under relevant laws, including but not limited to FERPA and PPRA. Client hereby gives its consent to Panorama on behalf of parents (as defined under FERPA, PPRA and the Children's Online Privacy Protection Act ("COPPA")) of children from whom any personal information (as defined under COPPA) may be gathered in connection with this Agreement and the Platform. Panorama shall not be obligated to obtain consents from parents directly.

2 INTELLECTUAL PROPERTY; PRIVACY; SECURITY

2.1 Client Data. As between Client and Panorama, Client owns data input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users, that constitutes personally identifiable information (as defined under FERPA), such as student survey responses reported on an individual level, ("Client PII") and (b) any other data and content input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users or on their behalf, such as survey questions, ("Non-PII" and together with PII "Client Data"). Client hereby grants Panorama a nonexclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers): (i) right and license during the Term to copy, distribute, display, create derivative works of and use Client Data to perform Panorama's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client PII 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) perpetual, irrevocable right and license to copy, distribute, display, create

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Terms

derivative works of and use Non-PII, for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

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

2.3 Client Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to: (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Panorama Privacy Policy. Panorama's Privacy Statement, as may be amended from time to time, is available at <https://www.panoramaed.com/privacy>.

2.5 Data Security and Privacy.

1. (a) Panorama will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of Client PII. Panorama shall: (i) use reasonable efforts to secure physical premises where Client PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Panorama to perform its obligations under this Agreement.

2. (b) Client will and will instruct its Authorized Users to: (i) use the Platform to collect, record, retain, use and disclose personally identifiable information only to the extent necessary for its legitimate educational purposes; (ii) otherwise provide Panorama with personally identifiable information only to the extent necessary for Panorama to provide the Platform and perform its obligations under the Agreement; (iii) input personally identifiable information into the Platform only as prescribed by Panorama and only in the fields designated by Panorama ("Structured Fields"); (iv) use reasonable efforts to prevent unauthorized access to or use of the Platform; and (v) notify Panorama promptly of any known or suspected unauthorized access or use. Client will assist Panorama in all efforts to investigate and mitigate the effects of any such incident.

3. (c) If during the Term or upon termination of this Agreement Client requests in writing, Panorama will delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards.

4. (d) Panorama shall not be responsible for any personally identifiable information input into the Platform in a manner not prescribed by Panorama or in a field that is not a Structured Field.

3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may upon written notice to Client suspend access to the Platform until such payment is made.

3.2 Taxes; Tax Exemption. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). To the extent applicable, Client will be solely responsible for payment of all Taxes and will not withhold any Taxes from any amounts due Panorama. For the avoidance of doubt, Taxes do not include taxes based on Panorama's income. Client is responsible for determining whether it qualifies for any tax exemption, and if Client claims

it is tax-exempt, it will, upon request from Panorama, provide documentation evidencing its tax-exempt status.

4 TERM, TERMINATION

4.1 Term. The term of the Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO ("Term").

4.2 Expiration; Termination. In addition to any other remedies it may have, either party may terminate the Agreement prior to expiration if the other party breaches any part of the Agreement and fails to cure such breach within thirty (30) days after receiving notice thereof. Upon expiration or any termination for any reason of the Agreement: (a) Client will pay in full for use of the Platform up to and including the last day on which the Platform is provided; (b) Panorama may, without notice to Client, delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards; and (c) all rights granted to Client and all obligations of Panorama will immediately terminate and Client will promptly cease use of the Platform.

4.3 Survival. Upon expiration or termination for any reason of the Agreement, Sections 2 (Intellectual Property; Privacy; Security), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data that is not Client PII, regardless of whether it is in tangible form, disclosed by either party ("Disclosing Party") that Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party ("Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective clients and customers, billing records, and products or services will be deemed Confidential Information of Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and this Agreement. Information will not be deemed Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to

Disclosing Party; (b) becomes known (independently of disclosure by Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that certain Confidential Information may constitute valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of the Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisers, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisers, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in the Agreement. Upon Disclosing Party's written request, Receiving Party will either promptly return to Disclosing Party Disclosing Party's Confidential Information, and all embodiments thereof, that is in Receiving Party's possession and certify such return or use reasonable efforts to delete or otherwise render inaccessible such Confidential Information and certify the same.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party or any law or regulation applicable to it, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client further represents and warrants that it has the right to provide Client Data to Panorama as well as the licenses and rights therein and thereto for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S

INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, 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 OR DAMAGED DATA, 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.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, 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 CLIENT TO PANORAMA 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.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement

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infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Platform with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate the Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to any use by Client or Authorized Users of the Platform or Client Data in violation of the Agreement or any applicable federal, state or local law or regulation.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party ("Indemnifying Party") prompt written notice of such Action. Indemnified Party will cooperate, at the expense of Indemnifying Party, with Indemnifying Party and its counsel in the defense and Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

8.1 International. Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

8.2 Relationship. No agency, partnership, joint venture, or employment is created as a result of the Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

8.3 Publicity. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional, proposal and marketing materials.

8.4 Assignment. Neither party may assign the Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign the Agreement to an acquirer of or successor to all or substantially all of its business or assets to which the Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void.

8.5 Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under the Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by the Agreement.

8.6 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure

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caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) ("Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate the Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.

8.7 Governance. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

8.8 Agreement. Both parties agree that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. Any additional or different terms proposed by Client, including those contained in Client's procurement order, acceptance, vendor portal or website, shall not be valid or have any effect unless expressly incorporated into the SO and agreed upon in writing by Panorama. Neither Panorama's acceptance of Client's procurement order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication or act of Client shall be deemed acceptance thereof or a waiver of any of the terms in these Terms. If any term of the SO, including any exhibit attached thereto, expressly conflicts with a term of these Terms, the term of the SO (or if applicable the exhibit) shall prevail. If terms within the SO, including any exhibit attached thereto, and these Terms appear merely inconsistent or ambiguous, all such terms shall be given effect to the extent reasonably possible, with a term that is more specific and

detailed on a certain matter prevailing over a more general term or silence on that matter. Silence in the SO, or in any exhibit attached thereto, or in these Terms, on a matter that is addressed elsewhere in the Agreement shall not be deemed to present an express conflict, inconsistency or ambiguity.

8.9 Notices. All notices under the Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

5.



Panorama Education
 24 School Street
 4th Floor
 Boston MA 02108
 United States

Invoice
 #INV8645
 8/30/2022

Bill To

Colorado Springs School District 11 (D11) (CO)
 1115 N El Paso St
 Colorado Springs CO 80903
 United States

TOTAL

\$48,022.25

Due Date: 9/29/2022

Terms	Due Date	PO #	Sales Rep	Shipping Method	Partner
Net 30	9/29/2022		arusso@panorama ed.com		

Description	Amount
Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting. * Student surveys * Teacher/staff surveys	\$38,022.25
Unlimited access to Panorama Academy, for on-demand tutorials and training; Access to exclusive Panorama Community professional development events; custom design and facilitation of 2 virtual PD sessions up to 2 hours in length for up to 50 participants (larger groups are supported for webinar-style facilitation). Required support for Panorama Student Success.	\$5,000.00
Project Management	\$5,000.00
	Subtotal \$48,022.25
	Tax (0%) \$0.00
	Total \$48,022.25

Remittance Information

MAIL CHECKS TO:
 Panorama Education, Inc.
 Dept LA 25164
 Pasadena, CA 91185-5164

SD1716-0070-08

WIRE / ACH INSTRUCTIONS:
 Bank Name: Silicon Valley Bank
 Bank Address: 3003 Tasman Drive
 Santa Clara, CA 95054

SWIFT Code (foreign wires only): SVBKUS6S
 ABA / Routing Number: 121140399
 Account Number: 3302719705

APPROVED FOR PAYMENT

Julie Torres 11/29/22
Julie Torres, Contracting officer



INV8645



**Contract Modification #2
To District Contract C2016-0070
Exercise of Option to Extend Agreement
Between
Colorado Springs School District 11
And
Panorama Education Inc**

This Amendment (the "Amendment") is entered into on this August 19, 2021(the "Amendment Effective Date") by and between Panorama Education, Inc. ("Panorama"), and Colorado Springs School District ("Client") and amends the certain Service Order by and between Panorama and Client dated December 16, 2015 (Contract #C2016-0070). All other terms and conditions of the original contract shall remain as originally negotiated and approved and take precedence to any other terms and conditions associated with this agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Effective as of the Amendment Effective Date, the parties hereby agree to modify the agreement to include Social Emotional Learning Platform Access and Support. Survey Administration, Analysis and Reporting and Project Management at \$31,267.50.
2. Therefore, The District is extending the contract for the period of July 1, 2021 through June 30, 2022 for Panorama Education Inc.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

By: Shantelle Nix
Shantelle Nix, Contracting Officer
Colorado Springs School District 11

Date: 8-19-21

By: [Signature]
Panorama Education, Inc

Date: 08 / 27 / 2021

Print Name: Michael Rodriguez, Contract Specialist

Purchase Order

Colorado Spgs School Dist. 11

1115 NORTH EL PASO
 COLORADO SPRINGS CO 80903
 United States

Supplier: 0000054064
 PANORAMA EDUCATION
 109 KINGSTON ST
 5TH FLOOR
 BOSTON MA 02111-2134

Purchase Order	Date	Revision	Page
SD11-16-0070-01	07/01/2016		1
Payment Terms	Freight Terms		Ship Via
Net 30	FOB Destination, Frt prepaid		Best
Buyer	Phone		Currency
Althea R. Koenig	719.520.2174		USD

Ship To: 642
 Dist 11, Staff Development Dept
 1115 N. El Paso Street
 Colorado Springs CO 80903
 United States

Attention: Not Specified

Bill To: Accounts Payable
 1115 North El Paso Street
 Colorado Springs CO 80903
 United States

pd 7/6/14

Tax Exempt? Y **Tax Exempt ID:** 98-02922

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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1- 1	PROVIDE EMPLOYEE CLIMATE SURVEY - RENEWAL TO CONTRACT # C2016-0070. CHARGE CODE AS PER COTR, JANEEN DEMI-SMITH - 10-628-00-22140-050000-0000		1.00	EA	8,700.00	8,700.00	06/30/2017
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TERMS AND CONDITIONS FROM CONTRACT # C2016-0070 ARE INCORPORATED HEREIN.

CHANGES/MODIFICATIONS TO ORIGINAL SCOPE OF WORK SHALL BE MUTUALLY AGREED UPON BETWEEN PANORAMA AND THE DISTRICT.

SERVICES TO BE PROVIDED FROM 7/01/16 AND COMPLETED NO LATER THAN 6/30/2017.

DISTRICT REPRESENTATIVE (COTR) JANEEN DEMI-SMITH, 719-520-2347
 DISTRICT CONTRACTING OFFICER, TINA KOENIG, 719-520-2174

Total PO Amount

8,700.00

*Renew 12/18
 per Janeen -
 Need Quote*

Vendors must complete EFT form attached. All shipments, shipping papers, invoices, and correspondence must be identified with this Order number. Vendors must notify Contracting Officer immediately of any discrepancies with this order, including shipping costs. Products and services provided without approval of price change will be paid per this order. The terms and conditions attached apply to this order.

Authorized Signature

Tina Koenig 7/1/16

PANORAMA EDUCATION – SERVICE ORDER



Primary Contact Information

Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Colorado Springs School District No 11	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Tina Koenig, Sr. Contracting Officer	<i>Primary Contact, Title</i>	Colton Neves, Account Manager
<i>Billing / Payment Address</i>	1115 North El Paso Street	<i>Billing Address</i>	109 Kingston Street, 5 th Floor
<i>City / State / Zip</i>	Colorado Springs, CO 80903	<i>City / State / Zip</i>	Boston, MA 02111
<i>Email</i>	Tina.koenig@d11.org	<i>Email</i>	cneves@panoramaed.com
<i>Phone</i>	(719) 520-2174	<i>Phone</i>	(617) 356-8123

(1) Description of Services and (2) Fees

Description of Services	Fees	
Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting. <ul style="list-style-type: none"> - Staff surveys. - Based on up to 3,700 total staff employed. (\$1 per additional staff member per year.) 	Effective Date:	<u>7/1/2016</u>
	Contract Term: 7/1/16 – 7/31/17	<input checked="" type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years
	Multi-year Discount	<input checked="" type="checkbox"/> n/a <input type="checkbox"/> 5% for 2 or 3 years
	Annual License Fee: (Due on Effective Date for Year 1)	\$3,700
	Hands on Services: Project management, advice and support around survey customization, survey administration and reporting	\$5,000
	Interactive online reporting, PDF reports, reports in a Powerpoint presentation, and subgroup analysis by division, department, school level and others	
	Total Fees	\$8,700

Other Terms and Conditions (if any)

The contract term of this agreement is 13 months, from 7/1/16 – 7/31/17

Agreement

The agreement by and between the Client and Panorama (this "Agreement") consists of this Service Order (the "SO") and the Terms and Conditions attached to the SO dated December 18, 2015.

Authorization

PANORAMA EDUCATION – SERVICE ORDER



By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Client Signature: <i>Tina Koenig</i>	Print Name, Title: Tina Koenig, Sr. Contracting Officer	Date: 06/27/2016
Panorama Signature: <i>Sarah Glover</i>	Print Name, Title: Sarah Glover, Director of Client Success	Date: 06/27/2016

Panorama Education
109 Kingston Street, 5th Floor
Boston, MA 02111
(617) 221-7015
finance@panoramaed.com
www.panoramaed.com

PO
16-0070-01

PANORAMA

INVOICE

BILL TO
Colorado Springs School District
No 11

INVOICE # 657
DATE 07/05/2016
DUE DATE 08/04/2016
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
PO SD11-16-0070-01	3,700	1.00	3,700.00

Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting.

- Staff surveys.

- Based on up to 3,700 total staff employed. (\$1 per additional staff member per year.)

Hands on Services: Project management, advice and support around survey customization, survey administration and reporting	1	5,000.00	5,000.00
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Interactive online reporting, PDF reports, reports in a Powerpoint presentation, and subgroup analysis by division, department, school level and others

Wire/ACH Instructions:

Bank Name: Silicon Valley Bank
Bank Address: 3003 Tasman Drive
Santa Clara, CA 95054
SWIFT Code (foreign wires only): SVBKUS6S
ABA / Routing Number: 121140399
Account Number: 3301053821

BALANCE DUE \$8,700.00

APPROVED FOR PAYMENT ✓

Tina Koenig
Tina Koenig, Contracting Officer

7/6/16

2017
funds
Final Pay

Purchase Order

Colorado Spgs School Dist. 11

1115 NORTH EL PASO
 COLORADO SPRINGS CO 80903
 United States

Supplier: 0000054064
 PANORAMA EDUCATION
 109 KINGSTON ST
 5TH FLOOR
 BOSTON MA 02111-2134

CHANGE ORDER

Purchase Order SD11-16-0070-3A	Date 07/09/2018	Revision 1 - 07/11/2018	Page 1
Payment Terms Net 30	Freight Terms FOB Destination, Frt prepaid		Ship Via Use Best Shipping Method
Buyer Rosa Maria Garcia	Phone 719.520.2316	Currency USD	

Ship To: WAREHOUSE
 CSSD11 District Warehouse
 5260 Geiger Blvd.
 COLORADO SPRINGS CO 80915
 United States

Attention: Not Specified

Bill To: Accounts Payable
 1115 North El Paso Street
 Colorado Springs CO 80903
 United States

pol 8/11/18

Tax Exempt? Y **Tax Exempt ID:** 98-02922

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
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1- 1	PROVIDE SOCIAL - EMOTIONAL LEARNING PLATFORM - TASK ORDER TO CONTRACT # C2016-0070. CHARGE CODE AS PER COTR, CORY NOTESTINE: 10-694-00-21220-050000-2017		1.00 EA	11,000.00	11,000.00	06/30/2019
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TERMS AND CONDITIONS FROM CONTRACT # C2016-0070 ARE INCORPORATED HEREIN.

CHANGES/MODIFICATIONS TO ORIGINAL SCOPE OF WORK SHALL BE MUTUALLY AGREED UPON BETWEEN PANORAMA AND THE DISTRICT.

SERVICES TO BE PROVIDED FROM 7/1/2018 AND COMPLETED NO LATER THAN 6/30/2019.

DISTRICT REPRESENTATIVE (COTR) CORY NOTESTINE, 719-520-2568
 DISTRICT CONTRACTING OFFICER, ROSA GARCIA, 719-520-2316

Total PO Amount

11,000.00

Vendors must complete EFT form attached. All shipments, shipping papers, invoices, and correspondence must be identified with this Order number. Vendors must notify Contracting Officer immediately of any discrepancies with this order, including shipping costs. Products and services provided without approval of price change will be paid per this order. The terms and conditions attached apply to this order.

Authorized Signature

Rosa Garcia 7/11/18

PANORAMA EDUCATION – SERVICE ORDER



Primary Contact Information

Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Colorado Springs School District No 11	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Corey Notestine, Counseling Director Rosa Gracia, Senior Contract Specialist	<i>Primary Contact, Title</i>	Jillian Steckloff, Account Manager
<i>Billing / Payment Address</i>	1115 North El Paso Street	<i>Billing Address</i>	109 Kingston Street, 5 th Floor
<i>City / State / Zip</i>	Colorado Springs, CO 80903	<i>City / State / Zip</i>	Boston, MA 02111
<i>Email</i>	cory.notestine@d11.org	<i>Email</i>	jsteckloff@panoramaed.com
<i>Phone</i>	(719) 520-2568	<i>Phone</i>	(617) 356-8123

(1) Description of Services and (2) Fees

Description of Services	Fees
<p>Panorama Platform License Fee: Social-Emotional Learning</p> <p>Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting.</p> <ul style="list-style-type: none"> • Social-emotional learning measures. • Initial cohort of 4,000 students 	<p><i>Effective Date:</i> <u>8/1/2018</u></p> <p><i>Contract Term:</i> <u> x </u> 1 year 7/1/16 – 7/31/17 <u> </u> 2 years <u> </u> 3 years</p> <p><i>Multi-year Discount</i> <u> x </u> n/a <u> </u> 5% for 2 or 3 years</p>
<p>Project Management</p> <p>Includes a dedicated Panorama Professional Services Manager who will work with the district's main point of contact to execute a successful project administration.</p> <ul style="list-style-type: none"> • Develop project timeline • Manage setup and administration • Customized configurations • Coordinate the rollout of reports 	<p><i>Annual License Fee:</i> \$6,000 (Due on Effective Date for Year 1)</p> <p><i>Professional Development and Training Services:</i> \$5,000</p>
<p>Data Inquiry and Action Planning Workshop:</p> <p>Give school leaders or other groups of educators in your district strategies and tools to understand, interpret, and take action based on data. Panorama team members facilitate interactive, hands-on engagement with Panorama reports and guide groups through protocols to set goals and plan for action.</p> <ul style="list-style-type: none"> • 1 full day of on-site trainings 	<p><i>Total Fees</i> \$11,000</p>

PANORAMA EDUCATION – SERVICE ORDER

PANORAMA

Other Terms and Conditions (if any)

Terms and conditions from contract #C2016-0070 are incorporated herein.

Authorization

By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Client Signature:

Panorama Signature:

Print Name, Title:

ROSA GARCIA, OFFICE CONTROLLER

Date:

7-11-18

Print Name, Title:

Katie Mallett, VP Finance

Date:

07/11/2018

PANORAMA EDUCATION – SERVICE ORDER

PANORAMA

BACKGROUND

Panorama is an education technology company that has developed a cloud-based platform-as-a-service that enables school districts and state department of educations to design and implement survey programs (“Surveys”) for students, staff and parents (the “Platform”). Client and Panorama have entered into the SO and, from time to time hereafter, Client and Panorama may enter into additional Service Orders (“Future SOs”) pursuant to which Client will purchase rights to use the Platform and receive services. These Terms and Conditions are incorporated by reference into the SO to create this Agreement and will be incorporated by reference into each Future SO to create separate future agreements for the rights and services described in the applicable Future SO, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to the terms and conditions of this Agreement, Panorama hereby grants Client the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client’s use (including use by Client’s students, staff and parents, as described in the SO, if applicable (“Authorized Users”)).

1.2 Limitations. The following limitations and restrictions will apply to the Platform:

(a) Client will not provide access to the Platform to any person who is not an employee or contractor of Client or an Authorized User.

(b) Except as expressly permitted hereunder, Client will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (ii) modify, translate or create derivative works based on the Platform; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (iv) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) 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 (vi) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform.

2 OWNERSHIP; RESERVATION OF RIGHTS

2.1 Client Ownership. Client owns (a) any data Client inputs into the Platform that identifies Client or its students, staff or parents (including Authorized Users) and any Survey responses provided by Client, its students, staff or parents (including Authorized Users) (“Data”), and (b) any other data and content provided by Client or Authorized Users to Panorama or input into the Platform, such as Survey questions (“Other Data”), and, together with the Data, “Client Data”). Client hereby grants to Panorama a non-exclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers) (i) right and license during the Term to copy, distribute, display and create derivative works of and use the Client Data to perform Panorama’s obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client Data to create aggregated, non-personally identifiable data or information (“Blind Data”) and copy, distribute, display, create derivative works of and use the Blind Data for benchmarking, research or development purposes, including published research, and (iii) perpetual, irrevocable right and license to copy, distribute, display and create derivative works of and use Other Data for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to the Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Ownership. Panorama retains all right, title and interest in and to the Platform, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback (“Feedback”) to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Client Responsibilities. Client will (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform and notify Panorama promptly of any such unauthorized access or use, and (b) use the Platform only in accordance with the documentation and applicable laws and regulations.

2.5 Data Security. Panorama will implement and maintain reasonable administrative, physical and technical safeguards (“Safeguards”) which attempt to prevent any collection, use or disclosure of, or access to Client Data that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard Client Data. Such information security program includes: (a) physical security of all premises in which Client Data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by Panorama to perform any part of the services hereunder.

2.6 Privacy Policy. Panorama cares deeply about privacy, and we recognize that it is important to the educators, students, and parents we serve. Please see our Privacy Policy at <https://www.panoramaed.com/privacy> for more information about how we protect the privacy of those we serve.

2.7 Right to Data Destruction. If requested by the Client, during or after the term of this agreement, Panorama will make reasonable efforts to destroy or otherwise render Client Data inaccessible.

3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may suspend access to the Platform until such payment is made.

3.2 Net of Taxes. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively “Taxes”). Client will be solely responsible for payment of any Taxes, except for those taxes based on the income of Panorama. Client will not withhold any Taxes from any amounts due Panorama.

PANORAMA EDUCATION – SERVICE ORDER

PANORAMA

4 TERM, TERMINATION

4.1 Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO (the “Term”).

4.2 Termination; Effect of Termination. In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days’ notice (or ten (10) days in the case of nonpayment) after receiving notice thereof. Upon any termination of this Agreement, Client will pay in full for the use of the Platform up to and including the last day on which the Platform is provided. Upon any termination of this Agreement for any reason, Panorama may, but is not obligated to, in its sole discretion and without delivery of any notice to Client, delete any Client Data stored or otherwise archived on the Platform or on Panorama’s network. Upon termination of this Agreement, all rights granted hereunder and all obligations of Panorama to provide the Platform will immediately terminate and Client will (a) cease use of the Platform; and (b) return or destroy all other copies or other embodiments of Panorama’s Confidential Information.

4.3 Survival. Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2 (Ownership; Reservation of Rights), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, “Confidential Information” means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the “Disclosing Party”) that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the “Receiving Party”); provided, however, that a Disclosing Party’s business plans, strategies, technology, research and development, current and prospective Clients, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Panorama’s Confidential Information includes, without limitation, the Platform and the terms of this Agreement. Information will not be deemed “Confidential Information” if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party’s prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party’s Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of this Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments thereof.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN “AS-IS” BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY’S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CLIENT’S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY’S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY’S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, 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.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR (A) CLIENT’S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY’S BREACH OF

PANORAMA EDUCATION – SERVICE ORDER

PANORAMA

SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, 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 CLIENT TO PANORAMA 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.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Panorama with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate this Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to (a) any use by Client or Authorized Users of the Platform in violation of this Agreement or (b) the Client Data.





7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by this Agreement. All notices under this Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional and marketing materials. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

TITLE	Panorama- D11 SEL 2018-19
FILE NAME	Panoram SEL.pdf
DOCUMENT ID	0df5732c03ea9ce7b553e7c53b62372e463a5157
STATUS	• Completed

Document History

 SENT	07/11/2018 15:22:08 UTC	Sent for signature to Katie Mallet (kmallett@panoramaed.com) from jsteckloff@panoramaed.com IP: 50.237.114.132
 VIEWED	07/11/2018 15:22:16 UTC	Viewed by Katie Mallet (kmallett@panoramaed.com) IP: 50.237.114.132
 SIGNED	07/11/2018 15:22:52 UTC	Signed by Katie Mallet (kmallett@panoramaed.com) IP: 50.237.114.132
 COMPLETED	07/11/2018 15:22:52 UTC	The document has been completed.

Panorama Education
24 School Street, 4th Floor
Boston, MA 02108
(617) 752-3988
finance@panoramaed.com
www.panoramaed.com



INVOICE

BILL TO
Colorado Springs School District
No 11
1115 North El Paso Street
Colorado Springs, CO 80903

INVOICE # 2021
DATE 08/07/2018
DUE DATE 09/06/2018
TERMS Net 30


ACTIVITY	QTY	RATE	AMOUNT
Panorama Platform License Fee Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting. - Social-emotional learning measures	1	6,000.00	6,000.00

Wire/ACH Instructions:
Bank Name: Silicon Valley Bank
Bank Address: 3003 Tasman Drive
Santa Clara, CA 95054
SWIFT Code (foreign wires only): SVBKUS6S
ABA / Routing Number: 121140399
Account Number: 3301053821

BALANCE DUE \$6,000.00

PO# 16-0070-3A

APPROVED


Cory Norstrom

8/15/18

APPROVED FOR PAYMENT


8/17/18
Jocelyn Kupferman, Contracting Officer

Panorama Education
24 School Street, 4th Floor
Boston, MA 02108
(617) 752-3988
finance@panoramaed.com
www.panoramaed.com



INVOICE

BILL TO
Colorado Springs School District
No 11
1115 North El Paso Street
Colorado Springs, CO 80903

INVOICE # 2022
DATE 08/07/2018
DUE DATE 09/06/2018
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Project Management	1	5,000.00	5,000.00

Wire/ACH Instructions:

Bank Name: Silicon Valley Bank
Bank Address: 3009 Tasman Drive
Santa Clara, CA 95054
SWIFT Code (foreign wires only): SVBKUS6S
ABA / Routing Number: 121140399
Account Number: 3301053821

BALANCE DUE \$5,000.00

APPROVED

Corey Noveck 8/15/18

PO# 16-0070-3A

APPROVED FOR PAYMENT

Jocelyn Kupferman, Contracting Officer 8/17/18

Purchase Order

Colorado Spgs School Dist. 11
 1115 NORTH EL PASO
 COLORADO SPRINGS CO 80903
 United States

Supplier: 0000054064
 PANORAMA EDUCATION
 109 KINGSTON ST
 5TH FLOOR
 BOSTON MA 02111-2134

CHANGE ORDER

Purchase Order SD11-16-0070-5A	Date 01/07/2020	Revision 1 - 06/03/2020	Page 1
Payment Terms Net 30	Freight Terms FOB Destination, Frt prepaid	Ship Via Use Best Shipping Method	
Buyer Jocelyn Kupferman	Phone/Email 719/520-2174 JOCELYN.KUPFERMAN@d11.org	Currency USD	

Ship To: WAREHOUSE
 CSSD11 District Warehouse
 5260 Geiger Blvd.
 COLORADO SPRINGS CO 80915
 United States

Attention: Not Specified

Bill To: Accounts Payable
 1115 North El Paso Street
 Colorado Springs CO 80903
 United States

Tax Exempt? Y **Tax Exempt ID:** 98-02922

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	TWO HALF DAY INQUIRY AND ACTION PLANNING WORKSHOP FOR ODYSSEY SCHOOL - TASK ORDER TO CONTRACT # C2016-0070. DECREASED TO ACTUAL AMOUNT INVOICED, WORK NOT COMPLETED DUE TO COVID CLOSURE AND CLOSED PO 5/3/2020 JK		1.00	EA	3,000.00	3,000.00	06/30/2020

TERMS AND CONDITIONS FROM CONTRACT # C2016-0070 ARE INCORPORATED HEREIN.

CHANGES/MODIFICATIONS TO ORIGINAL SCOPE OF WORK SHALL BE MUTUALLY AGREED UPON BETWEEN PANORAMA AND THE DISTRICT.

PROVIDER COMPENSATION OF \$6,000 IS INCLUSIVE OF ALL TRAVEL CHARGES, CONSULTANT FEES, LODGING, MEALS AND TRANSPORTATION. NO ADDITIONAL CHARGES ARE ALLOWED UNDER THIS AGREEMENT.

Total PO Amount

Vendors must complete EFT form attached. All shipments, shipping papers, invoices, and correspondence must be identified with this Order number. Vendors must notify Contracting Officer immediately of any discrepancies with this order, including shipping costs. Products and services provided without approval of price change will be paid per this order. The terms and conditions attached apply to this order.

Authorized Signature

 5/3/2020

Purchase Order

Colorado Spgs School Dist. 11

1115 NORTH EL PASO
 COLORADO SPRINGS CO 80903
 United States

Supplier: 0000054064
 PANORAMA EDUCATION
 109 KINGSTON ST
 5TH FLOOR
 BOSTON MA 02111-2134

Purchase Order SD11-16-0070-5A	Date 01/07/2020	Revision 	Page 1
Payment Terms Net 30	Freight Terms FOB Destination, Frt prepaid	Ship Via Use Best Shipping Method	
Buyer Jocelyn Kupferman	Phone/Email 719/520-2174 JOCELYN.KUPFERMAN@d11.org	Currency USD	

Ship To: WAREHOUSE
 CSSD11 District Warehouse
 5260 Geiger Blvd.
 COLORADO SPRINGS CO 80915
 United States

Attention: Not Specified

Bill To: Accounts Payable
 1115 North El Paso Street
 Colorado Springs CO 80903
 United States

Tax Exempt? Y **Tax Exempt ID:** 98-02922

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	TWO HALF DAY INQUIRY AND ACTION PLANNING WORKSHOP FOR ODYSSEY SCHOOL - TASK ORDER TO CONTRACT # C2016-0070.		1.00	EA	6,000.00	6,000.00	06/30/2020

TERMS AND CONDITIONS FROM CONTRACT # C2016-0070 ARE INCORPORATED HEREIN.

CHANGES/MODIFICATIONS TO ORIGINAL SCOPE OF WORK SHALL BE MUTUALLY AGREED UPON BETWEEN PANORAMA AND THE DISTRICT.

PROVIDER COMPENSATION OF \$6,000 IS INCLUSIVE OF ALL TRAVEL CHARGES, CONSULTANT FEES, LODGING, MEALS AND TRANSPORTATION. NO ADDITIONAL CHARGES ARE ALLOWED UNDER THIS AGREEMENT.

Total PO Amount

6,000.00

Vendors must complete EFT form attached. All shipments, shipping papers, invoices, and correspondence must be identified with this Order number. Vendors must notify Contracting Officer immediately of any discrepancies with this order, including shipping costs. Products and services provided without approval of price change will be paid per this order. The terms and conditions attached apply to this order.

Authorized Signature

 1/7/2020

PANORAMA EDUCATION – SERVICE ORDER



Primary Contact Information

Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Roy J. Wasson Academic Campus	<i>Company Name</i>	Panorama Education
<i>Primary Contact, Title</i>	Sean Norman, Principal	<i>Primary Contact, Title</i>	Diana Lay, Account Director
<i>Billing / Payment Address</i>	2115 Afton Way	<i>Billing Address</i>	24 School Street, 4 th Floor
<i>City / State / Zip</i>	Colorado Springs, CO 80909	<i>City / State / Zip</i>	Boston, MA 02108
<i>Email</i>	Sean.norman@d11.org	<i>Email</i>	dlay@panoramaed.com
<i>Phone</i>	719-328-2000	<i>Phone</i>	617-925-5749
<i>Billing Contact</i>			
<i>Billing Email Address</i>			

(1) Description of Services and (2) Fees

Description of Services	Fees
<p>Two Half-Day Data Inquiry and Action Planning Workshops:</p> <p>Give school leaders, teachers, counselors, and school teams tools to understand, interpret, and take action based on data. Panorama team members facilitate interactive, hands-on engagement with Panorama reports and guide groups through protocols to set goals and plan for action.</p>	<p>Effective Date: <u>January 1, 2020</u></p> <p>Contract Term: <u>1 year</u> (From Effective Date)</p> <p>Professional Development: \$3,000</p> <p>Subtotal Services Fees: \$6,000</p> <p>Annual Total: \$6,000 (Due on Effective Date for Year 1)</p> <p>Total Over Contract Term: \$6,000</p>

PANORAMA EDUCATION – SERVICE ORDER



Other Terms and Conditions (if any)


All terms and conditions of Contract.
C2014-0070 are incorporated herein.

Agreement

The agreement by and between the Client and Panorama (this "Agreement") consists of this Service Order (the "SO") and the Terms and Conditions attached to the SO.

Authorization

By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Client Signature:


Print Name, Title:
Jacelyn Kupferman
Contract Specialist II

Date:
1/7/2020

Panorama Signature:

Print Name, Title:

Date:

Terms and Conditions

BACKGROUND

Panorama is an education technology company that has developed a cloud-based platform-as-a-service that enables 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 (the "Platform"). Client and Panorama have entered into the SO and, from time to time hereafter, Client and Panorama may enter into additional Service Orders ("Future SOs") pursuant to which Client will purchase rights to use the Platform and receive services. These Terms and Conditions are incorporated by reference into the SO to create this Agreement and will be incorporated by reference into each Future SO to create separate future agreements for the rights and services described in the applicable Future SO, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE PLATFORM

1.1 **Platform.** Subject to the terms and conditions of this Agreement, Panorama hereby grants Client the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use (including use by Client's students, staff and parents, as described in the SO, if applicable ("Authorized Users")).

1.2 **Limitations.** The following limitations and restrictions will apply to the Platform:

(a) Client will not provide access to the Platform to any person who is not an employee or contractor of Client or an Authorized User.

(b) Except as expressly permitted hereunder, Client will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (ii) modify, translate or create derivative works based on the Platform; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (iv) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) 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 (vi) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform.

2 OWNERSHIP; RESERVATION OF RIGHTS

2.1 **Client Ownership.** Client owns (a) any data Client inputs into the Platform that identifies Client or its students, staff or parents (including Authorized Users) and any Survey responses provided by Client, its students, staff or parents (including Authorized Users) ("Data"), and (b) any other data and content provided by Client or Authorized Users to Panorama or input into the Platform, such as Survey questions ("Other Data", and, together with the Data, "Client Data"). Client hereby grants to Panorama a non-exclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers) (i) right and license during the Term to copy, distribute, display and create derivative works of and use the Client Data to perform Panorama's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client Data to create aggregated, non-personally identifiable data or information ("Blind Data") and copy, distribute, display, create derivative works of and use the Blind Data for benchmarking, research or development purposes, including published research, and (iii) perpetual, irrevocable right and license to copy, distribute, display and create derivative works of and use Other Data for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to the Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 **Panorama Ownership.** Panorama retains all right, title and interest in and to the Platform, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 **Feedback.** Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Panorama

with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 **Client Responsibilities.** Client will (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform and notify Panorama promptly of any such unauthorized access or use, and (b) use the Platform only in accordance with the documentation and applicable laws and regulations.

2.5 **Data Security.** Panorama will implement and maintain reasonable administrative, physical and technical safeguards ("Safeguards") which attempt to prevent any collection, use or disclosure of, or access to Client Data that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard Client Data. Such information security program includes: (a) physical security of all premises in which Client Data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by Panorama to perform any part of the services hereunder.

2.6 **Privacy Policy.** Panorama cares deeply about privacy, and we recognize that it is important to the educators, students, and parents we serve. Please see our Privacy Policy at <https://www.panoramacd.com/privacy> for more information about how we protect the privacy of those we serve.

2.7 **Right to Data Destruction.** If requested by the Client, during or after the term of this agreement, Panorama will make reasonable efforts to destroy or otherwise render Client Data inaccessible.

3 FEES; PAYMENT TERMS

3.1 **Fees; Payment Terms.** Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may suspend access to the Platform until such payment is made.

3.2 **Net of Taxes.** All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). Client will be solely responsible for payment of any Taxes, except for those taxes based on the income of Panorama. Client will not withhold any Taxes from any amounts due Panorama.

4 TERM, TERMINATION

4.1 **Term.** The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO (the "Term").

4.2 **Termination; Effect of Termination.** In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days' notice (or ten (10) days in the case of nonpayment) after receiving notice thereof. Upon any termination of this Agreement, Client will pay in full for the use of the Platform up to and including the last day on which the Platform is provided. Upon any termination of this Agreement for any reason, Panorama may, but is not obligated to, in its sole discretion and without delivery of any notice to Client, delete any Client Data stored or otherwise archived on the Platform or on Panorama's network. Upon termination of this Agreement, all rights granted hereunder and all

Terms and Conditions

obligations of Panorama to provide the Platform will immediately terminate and Client will (a) cease use of the Platform; and (b) return or destroy all other copies or other embodiments of Panorama's Confidential Information.

4.3 **Survival.** Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2 (Ownership; Reservation of Rights), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective Clients, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and the terms of this Agreement. Information will not be deemed "Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of this Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments thereof.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 **Representations and Warranties.** Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and

will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement.

6.2 **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 **Disclaimer of Consequential Damages.** THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, 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.

7.2 **General Cap on Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, 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 CLIENT TO PANORAMA 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.

7.3 **Independent Allocations of Risk.** EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT

Terms and Conditions

BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Panorama with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate this Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to (a) any use by Client or Authorized Users of the Platform in violation of this Agreement or (b) the Client Data.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void. Both parties agree that this Agreement is the complete and exclusive

statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by this Agreement. All notices under this Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional and marketing materials. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

PANORAMA EDUCATION – SERVICE ORDER



Primary Contact Information

Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Roy J. Wasson Academic Campus	<i>Company Name</i>	Panorama Education
<i>Primary Contact, Title</i>	Sean Norman, Principal	<i>Primary Contact, Title</i>	Diana Lay, Account Director
<i>Billing / Payment Address</i>	2115 Afton Way	<i>Billing Address</i>	24 School Street, 4 th Floor
<i>City / State / Zip</i>	Colorado Springs, CO 80909	<i>City / State / Zip</i>	Boston, MA 02108
<i>Email</i>	Sean.norman@d11.org	<i>Email</i>	dlay@panoramaed.com
<i>Phone</i>	719-328-2000	<i>Phone</i>	617-925-5749
<i>Billing Contact</i>			
<i>Billing Email Address</i>			

(1) Description of Services and (2) Fees

Description of Services	Fees
<p>Two Half-Day Data Inquiry and Action Planning Workshops:</p> <p>Give school leaders, teachers, counselors, and school teams tools to understand, interpret, and take action based on data. Panorama team members facilitate interactive, hands-on engagement with Panorama reports and guide groups through protocols to set goals and plan for action.</p>	Effective Date: <u>January 1, 2020</u>
	Contract Term: <u>1 year</u> (From Effective Date)
	Professional Development: \$3,000
	Subtotal Services Fees: \$6,000
	Annual Total: \$6,000 (Due on Effective Date for Year 1)
	Total Over Contract Term: \$6,000

PANORAMA EDUCATION – SERVICE ORDER



Other Terms and Conditions (if any)

Agreement

The agreement by and between the Client and Panorama (this "Agreement") consists of this Service Order (the "SO") and the Terms and Conditions attached to the SO.

Authorization

By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Client Signature:

Print Name, Title:

Date:

Panorama Signature:

Print Name, Title:

Date:

Terms and Conditions

BACKGROUND

Panorama is an education technology company that has developed a cloud-based platform-as-a-service that enables 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 (the "Platform"). Client and Panorama have entered into the SO and, from time to time hereafter, Client and Panorama may enter into additional Service Orders ("Future SOs") pursuant to which Client will purchase rights to use the Platform and receive services. These Terms and Conditions are incorporated by reference into the SO to create this Agreement and will be incorporated by reference into each Future SO to create separate future agreements for the rights and services described in the applicable Future SO, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE PLATFORM

1.1 **Platform.** Subject to the terms and conditions of this Agreement, Panorama hereby grants Client the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use (including use by Client's students, staff and parents, as described in the SO, if applicable ("Authorized Users")).

1.2 **Limitations.** The following limitations and restrictions will apply to the Platform:

(a) Client will not provide access to the Platform to any person who is not an employee or contractor of Client or an Authorized User.

(b) Except as expressly permitted hereunder, Client will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (ii) modify, translate or create derivative works based on the Platform; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (iv) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) 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 (vi) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform.

2 OWNERSHIP; RESERVATION OF RIGHTS

2.1 **Client Ownership.** Client owns (a) any data Client inputs into the Platform that identifies Client or its students, staff or parents (including Authorized Users) and any Survey responses provided by Client, its students, staff or parents (including Authorized Users) ("Data"), and (b) any other data and content provided by Client or Authorized Users to Panorama or input into the Platform, such as Survey questions ("Other Data", and, together with the Data, "Client Data"). Client hereby grants to Panorama a non-exclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers) (i) right and license during the Term to copy, distribute, display and create derivative works of and use the Client Data to perform Panorama's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client Data to create aggregated, non-personally identifiable data or information ("Blind Data") and copy, distribute, display, create derivative works of and use the Blind Data for benchmarking, research or development purposes, including published research, and (iii) perpetual, irrevocable right and license to copy, distribute, display and create derivative works of and use Other Data for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to the Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 **Panorama Ownership.** Panorama retains all right, title and interest in and to the Platform, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 **Feedback.** Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Panorama

with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 **Client Responsibilities.** Client will (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform and notify Panorama promptly of any such unauthorized access or use, and (b) use the Platform only in accordance with the documentation and applicable laws and regulations.

2.5 **Data Security.** Panorama will implement and maintain reasonable administrative, physical and technical safeguards ("Safeguards") which attempt to prevent any collection, use or disclosure of, or access to Client Data that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard Client Data. Such information security program includes: (a) physical security of all premises in which Client Data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by Panorama to perform any part of the services hereunder.

2.6 **Privacy Policy.** Panorama cares deeply about privacy, and we recognize that it is important to the educators, students, and parents we serve. Please see our Privacy Policy at <https://www.panoramaed.com/privacy> for more information about how we protect the privacy of those we serve.

2.7 **Right to Data Destruction.** If requested by the Client, during or after the term of this agreement, Panorama will make reasonable efforts to destroy or otherwise render Client Data inaccessible.

3 FEES; PAYMENT TERMS

3.1 **Fees; Payment Terms.** Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may suspend access to the Platform until such payment is made.

3.2 **Net of Taxes.** All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). Client will be solely responsible for payment of any Taxes, except for those taxes based on the income of Panorama. Client will not withhold any Taxes from any amounts due Panorama.

4 TERM, TERMINATION

4.1 **Term.** The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO (the "Term").

4.2 **Termination; Effect of Termination.** In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days' notice (or ten (10) days in the case of nonpayment) after receiving notice thereof. Upon any termination of this Agreement, Client will pay in full for the use of the Platform up to and including the last day on which the Platform is provided. Upon any termination of this Agreement for any reason, Panorama may, but is not obligated to, in its sole discretion and without delivery of any notice to Client, delete any Client Data stored or otherwise archived on the Platform or on Panorama's network. Upon termination of this Agreement, all rights granted hereunder and all

Terms and Conditions

obligations of Panorama to provide the Platform will immediately terminate and Client will (a) cease use of the Platform; and (b) return or destroy all other copies or other embodiments of Panorama's Confidential Information.

4.3 Survival. Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2 (Ownership; Reservation of Rights), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective Clients, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and the terms of this Agreement. Information will not be deemed "Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of this Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisers, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments thereof.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and

will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, 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.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, 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 WHETHER THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA 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.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT

Terms and Conditions

BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Panorama with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate this Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to (a) any use by Client or Authorized Users of the Platform in violation of this Agreement or (b) the Client Data.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void. Both parties agree that this Agreement is the complete and exclusive

statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by this Agreement. All notices under this Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional and marketing materials. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.



Panorama Education
 24 School Street
 4th Floor
 Boston MA 02108
 United States

Invoice

#INV4409

1/8/2020

Bill To

Colorado Springs School District 11 (D11) (CO)
 1115 North El Paso Street
 Colorado Springs CO 80903-2599
 United States

TOTAL

\$3,000.00

Due Date: 2/7/2020

Terms	Due Date	PO #	Sales Rep
Net 30	2/7/2020	SD11-16-0070-5A	Lay, Diana

Shipping Method Partner

Description

Amount

1/2 Day Data Inquiry and Action Planning Workshop (delivered 1/7/2020)

\$3,000.00

Subtotal \$3,000.00

Tax (0%) \$0.00

Total \$3,000.00

WIRE / ACH INSTRUCTIONS:

Bank Name: Silicon Valley Bank
 Bank Address: 3003 Tasman Drive
 Santa Clara, CA 95054
 SWIFT Code (foreign wires only): SVBKUS6S
 ABA / Routing Number: 121140399
 Account Number: 3301053821

APPROVED FOR PAYMENT

Jocelyn Kuplerman 1/10/2020
 Jocelyn Kuplerman, Contracting Officer



INV4409