



Regular Board Meeting
05/23/2024 05:00 PM
District Administrative Board Room
901 Andrade Ave., Calexico, CA 92231

Printed : 4/16/2025 8:17 AM PT

ITEM : K.8. Agreement Renewal between Calexico Unified School District and Panorama Education for Universal Screener Surveys, Behavior Analytics, and Whole-child Student Success Platform. 

Recommendation

That the Board of Education approves the renewal agreement between Calexico Unified School District and Panorama Education.

Contact Person

Jessica Mathy

Financial Impact

Title IV not to exceed \$245,894.70 2 yr term ending 6/30/2026

Rationale

Panorama Education works with schools and districts to support students' social-emotional learning (SEL) skills and to use research-based indicators of students' on-track or at-risk status in academics, behavior, and attendance. Panorama Education will provide support to Calexico Unified School District with access to the whole-child Student Success Platform, Panorama Survey Platform, Behavior Analytics, professional development consultations, and project-focused advice. Administrators, teachers, counselors, and other certificated staff will have access to these Panorama Education dashboards to support schools with initial and ongoing implementation of Postive Behavior Interventions and Supports (PBIS) as part of a multi-tiered system of supports (MTSS). Correlating academic, attendance, behavior, and SCL data can help schools determine individual needs and plan tiered interventions.

Goals

4. Pupil Engagement and School Climate

Supporting Documents

[Independent Contractor Agreement for Services - Panorama Education \(2024-26\)](#)

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES (Technology/Software)

This Independent Contractor Agreement for Services ("Agreement") is made and entered into as of the 23rd day of May, 2024 by and between the **Calexico Unified School District** ("District") and **Panorama Education** ("Contractor"). The District and Contractor may collectively be referred to as the "Parties" or individually as a "Party."

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** Contractor shall provide the services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
- 2. Term.** Contractor shall commence providing Services under this Agreement on September 11, 2024, and upon execution of the Agreement by both Parties, and approval or ratification of the Agreement by District's Governing Board, through June 30, 2026 ("Term"), unless this Agreement is terminated or otherwise cancelled prior to that time. The Parties may mutually agree on any renewals of this Agreement, for one (1)-year renewal periods until such time as either Party terminates this Agreement pursuant to Section 13, provided that the Term shall in no event exceed five (5) years. Each renewal shall be conditioned upon the District's Governing Board's approval and under a separate contract, if necessary.
- 3. Submittal of Documents.** Contractor shall not commence the Services under this Agreement until Contractor has submitted and the District has approved the following certificate(s) and affidavit(s), and the endorsement(s) of insurance:

<u> X </u>	Signed Agreement –Independent Contractor Agreement for Services
<u> X </u>	Workers' Compensation Certification
<u> </u>	Tuberculosis Clearance
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification
<u> X </u>	Certificate of Compliance for Contracts Under Education Code § 49073.1.
<u> X </u>	Insurance Certificates and Endorsements
<u> </u>	W-9 Form
<u> </u>	Other: _____

- 4. Compensation.** District agrees to pay Contractor for Services satisfactorily rendered pursuant to this Agreement in accordance with **Exhibit "A."** Such total fee shall **not exceed** Two Hundred Forty-five Thousand Eight Hundred Ninety-four and 70/100 Dollars (\$245,894.70), which includes the Services and Contractor's travel costs. District shall pay Contractor according to the following terms and conditions:
 - 4.1.** Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after Contractor submits an invoice to the District's Accounts Payable Department for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.
 - 4.2.** Contractor shall provide any post-deployment Services and continuing software maintenance Services in accordance with the terms set forth at **Exhibit "A"** for the entirety of the Term and any renewal terms.

- 5. Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District beyond the Parties' agreed-upon not to exceed compensation for Services. The Parties shall mutually agree on any additional costs or expenses related to this Agreement (e.g., additional training), upon the District's Governing Board's approval and under a separate contract, if necessary. This section on Contractor expenses supersedes any other provisions relating to payment of Contractor's expenses, including those set forth in the Software License.
- 6. Independent Contractor.** The Parties agree that the Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
- 7. Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement and the Software License.
- 8. Performance of Services.**
- 8.1. Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, with the coordination and participation from District to satisfactorily render the specified Services in accordance with the terms of this Agreement. These include Data Conversion, Project Planning, Setup and Training. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession.
- Contractor shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Contractor or its employees may discover. Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 8.2. Communication.** The Parties agree to participate in regular communication (e.g., meetings, email, telephone, conference call, etc.) on a consistent basis, prior to the software program going live, to discuss strategies, timetables, implementations of Services, and any other issues deemed relevant to the implementation of Contractor's performance of Services. The Parties may agree to meet at least monthly, or as requested by either Party, after the program goes live, to address any concerns or to make any adjustments.
- 8.3. Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof in accordance with the project plan as agreed upon by both Parties in accordance with this Agreement.

- 9. Originality of Services.** Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services.
- 10. Grant of License / Title Ownership.** District acknowledges the ownership and protection of the Contractor's software package (including any and all individual products under the Contractor's umbrella and future improvements or enhancements thereto licensed to the District), along with the related documentation and any updates and bug fixes Contractor may send to the District ("Contractor Products"), as detailed in the Software License.
- 10.1.** Contractor agrees to grant to District a non-exclusive, non-transferrable, non-sub-license, right and perpetual license to the Contractor Products identified on **Exhibit "A."** District shall use the Contractor Products solely for its own internal use and for the purposes for which such Contractor Products were designed.
- 10.2.** District acknowledges that the Contractor Products; all source code, object code, user interface, algorithms, development frameworks, system designs, system logic flow, and processing techniques and procedures related thereto; the documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing, are and shall remain the sole and exclusive confidential property of Contractor.
- 10.3.** District recognizes that the Contractor Products and documentation have substantial monetary value and are considered TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL, (the "Confidential Information"). Contractor is desirous of maintaining rigorous control over the Contractor Products and documentation. District, therefore, agrees that it will exercise due care to prevent disclosure of the Contractor Products and documentation to any third party.
- 11. Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
- 12. Disputes.** In the event of a dispute between the Parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in Los Angeles County, having competent jurisdiction of the dispute.

Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other Party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other Party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

13. Termination.

13.1. For Convenience by District. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by Contractor or no later than three (3) calendar days after the day of mailing, whichever is sooner.

13.2. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

13.2.1. Material violation of this Agreement by Contractor, including failure to meet any of the District's required specifications, as set forth in this Agreement, in order to integrate and/or implement the program; or

13.2.2. Any act by Contractor exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another contractor. If the expense, fees, and/or costs to the District exceed the cost of providing the Services pursuant to this Agreement, Contractor shall refund up to all dollars invoiced and paid within the previous 365 days. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District.

14. Indemnification. To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District and the Governing Board and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor. Contractor shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

15. Insurance.

- 15.1.** Contractor shall procure and maintain at all times that it performs any portion of the Services, the following insurance with minimum limits equal to the amount indicated below.

TYPE OF COVERAGE	MINIMUM REQUIREMENT
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 1,000,000

15.1.1. Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Contractor and the District and its agents from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising out of performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

15.1.2. Workers' Compensation and Employers' Liability Insurance.

Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of Section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

- 15.2. Proof of Insurance.** Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

15.2.1. A clause stating: "This policy shall not be cancelled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice" or something substantially similar.

15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

15.2.3. An endorsement stating that the District and the Governing Board and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named Additional Insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

15.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

15.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

16. Assignment. The Services to be performed by Contractor pursuant to this Agreement are personal in character and neither this Agreement nor any duties or obligations under this Agreement shall not be assigned by Contractor without prior written consent.

17. Compliance with Laws. Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

18. Certificates/Permits/Licenses/Registration. If applicable, Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

20. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age, and therefore, Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and any applicable District policy. In addition, Contractor agrees to require like compliance by all of its subcontractor(s), if applicable.

21. Fingerprinting of Employees. The Fingerprinting/Criminal Background Investigation

Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services. Although District has determined that fingerprinting is not applicable to this Agreement, Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor's employees on a school site:

21.1. All site visits shall be arranged through the District;

21.2. Contractor and Contractor's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;

21.3. Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site;

21.4. Once at such location, Contractor and Contractor's employees shall not change locations without contacting the District;

21.5. Contractor and Contractor's employees shall not use student restroom facilities; and

21.6. If Contractor and Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

22. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

23. Evaluation of Contractor and Contractor's Employees and/or Subcontractors. The District may evaluate Contractor in any way the District is entitled pursuant to applicable law. The evaluation may include, without limitation:

23.1. Requesting that District employee(s) evaluate Contractor and Contractor's employees and subcontractors and each of their performance.

23.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

24. Limitation of Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

25. Confidentiality. Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

26. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

If to District:

CALEXICO UNIFIED SCHOOL DISTRICT
ATTN: Luis De La Torre
ADDRESS: 901 Andrade Ave.
Calexico, CA 92231
PH: 760-768-3888
EMAIL: ldelatorre@cusdk12.org

If to Contractor:

NAME: Panorama Education
ATTN: Diana Lay
ADDRESS: 24 School Street, 4th Floor
Boston, MA 02108
PH: 617-925-5749
EMAIL: dlay@panoramaed.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail. All notices must be accompanied by a courtesy copy sent via email.

27. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties with respect to the Services to be provided and implemented by Contractor, and supersedes all prior discussions, negotiations, and agreements, whether oral or written. The Parties understand and agree that the terms and limitations under this Agreement only apply to Contractor's obligation to provide the Services during the Term in accordance with the terms of this Agreement. The Parties understand and agree that the terms and limitation under the Software License only apply to Contractor's obligation to grant a software license to the District in accordance with the terms of the Software License. In the event of any conflict or ambiguity of provisions or terms between the two documents, the Parties agree that the language of this Agreement controls. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the District's Governing Board. Services shall not be rendered until Agreement is approved. This Agreement contains all of Contractor's agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Party shall be liable for warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. District acknowledges that Contractor reserves the right to refuse any different or additional provisions in purchase orders, invoices, or similar documents, and such refused provisions will be unenforceable, unless those provisions are mutually agreed upon by the Parties and incorporated into this Agreement under a separate amendment or contract.

28. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Imperial County, California.

29. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition,

or any subsequent breach of the same or any other term, covenant, or condition herein contained.

- 30. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 31. Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 32. Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 33. Attorney's Fees; Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.
- 34. Tolling of Claims.** Contractor agrees to toll all statutes of limitations for District's assertion of claims against Contractor that arise out of, pertain to, or relate to Contractor's or subcontractors' claims against District involving Contractor's Services under this Agreement, until the Contractor's or subcontractors' claims are finally resolved.
- 35. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 36. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 37. Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
- 38. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 39. Incorporation of Exhibits.** Each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

Dated: _____, 2024

Dated: _____, 2024

DISTRICT:
Calexico Unified School District

CONTRACTOR:
Panorama Education

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Contractor:

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Contractor's state of residence: _____

States in which Contractor
is licensed to do business: _____

Type of Business Entity:

____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____

____ Limited Liability Company
____ Other: _____

Employer Identification and/or Social
Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

EXHIBIT "A"
CONTRACTOR'S SCOPE OF SERVICES

SERVICE ORDER



Calexico Unified (CA)
901 Andrade Ave
Calexico / CA / 92231

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

Primary Contact Name: Jessica Mathy
Primary Contact Phone Number: (760)768-3888
Primary Contact Email Address: jmathy@cusdk12.org

Effective Date: 9/11/2024
Contract End Date: 6/30/2026
Invoiced Annually on Effective Date, Net 30
Pricing Valid Through: 09/11/2024

(1) Description of Services and (2) Fees	
Licenses/Services	Fees Over Term
Student Success Platform: Behavior Analytics; Core Assessments; Interventions and Progress Monitoring; SIS Integration;	\$ 112,978.60
Panorama Survey Platform: Family Surveys; Student Surveys; Teacher and Staff Surveys;	\$ 66,228.60
Check-Ins: * Check-ins surveys and reporting	\$ 11,687.50
Professional Development Workshop (Onsite): Includes one virtual consultative planning session with a professional learning manager/director and up to six	1 included \$ 6,000.00

hours onsite of live facilitation or consultations for groups		
Consultation (Virtual): Includes a virtually facilitated session with one school- or district-based leadership team to understand context, present the key findings from data, facilitate a process of prioritization, and guide determination of next steps for student and adult support.	22 included	\$ 16,500.00
Project-Focused Advising: Includes quarterly or 4x annual advising support with a professional learning advisor.	1 included	\$ 5,000.00
Supplemental Professional Development Workshop (Onsite): 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	1 included	\$ 6,000.00
Supplemental Consultations (Virtual): Includes a virtually facilitated session with one school- or district-based leadership team to understand context, present the key findings from data, facilitate a process of prioritization, and guide determination of next steps for student and adult support.	22 included	\$ 16,500.00
Supplemental Project-Focused Advising: Includes quarterly or 4x annual advising support with a professional learning advisor.	1 included	\$ 5,000.00
	Total Over Contract Term:	\$ 245,894.70

Attachment to Exhibit A
Panorama Terms of Service

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").

Terms not otherwise defined herein shall be as defined in these Terms of Service. Notwithstanding anything contained in this Agreement, in the event of an express conflict or ambiguity between any term in this Agreement and these Terms of Service, these Terms of Service shall prevail. Client refers to the District, and Panorama refers to Contractor.

1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to these Terms of Service, 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, non-perpetual, nonexclusive, nontransferable, non-sublicensable 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 these Terms of Service, Client will not and will not authorize or knowingly 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 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 and in compliance with federal, state and local laws and regulations, including without limitation obtaining any necessary consents; (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. Upon expiration or any termination for any reason of the Agreement, all rights granted to Client and all obligations of Panorama will immediately terminate and Client will promptly cease use of the Platform.

2. INDEMNIFICATION BY PANORAMA

Separate and apart from Contractor's indemnification obligation set forth in section 14 of the Agreement above, Contractor will also indemnify, defend and hold harmless the Indemnified Parties from settlement amounts and damages, liabilities, penalties, costs and expenses ("IP Liability") that are payable to any third party or incurred by the 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 upon such third party's copyright, or results in a misappropriation of such third party's trade secrets. Contractor will have no liability or obligation under this Section if such IP Liability is caused in whole or in part by (a) modification of the Platform by any party other than Contractor without Contractor's express consent; (b) the combination, operation, or use of the Platform with other product(s), data or services not provided by Contractor 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 Contractor has actual knowledge that such use is likely to become, the subject of any claim of infringement, Contractor 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 states Contractor's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

3. LIMITATIONS OF LIABILITY

3.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT OR ANY ASSOCIATED AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF PANORAMA'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN, AS APPLICABLE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST 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.

3.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR ANY ASSOCIATED AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 HEREIN (RIGHT TO USE PLATFORM) AND (B) PANORAMA'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 2 HEREIN, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY Client TO PANORAMA UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

4. INTELLECTUAL PROPERTY

4.1 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.

4.2 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, feedback and input from Client with respect to the Platform ("Feedback"), underlying research and methodologies (by whomever produced except to the extent Client produced such material other than Feedback), 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.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700, in relevant part, provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

Contractor and the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties") shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. ☐ Contractor and the Contractor Parties, if any, shall **only have limited or no contact** with District students (as determined by District) at all times during the Term of this Agreement.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

B. ☐ The following Contractor Parties have **more than limited contact** with District students (as determined by District) during the Term of this Agreement:

[Attach and sign additional pages, as needed.]

☐ If Contractor is not a Sole Proprietor, all of the Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code; **OR**

☐ If Contractor is a Sole Proprietor, all of the Contractor Parties noted above have agreed to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

No Services shall commence until such determinations by DOJ and FBI has been made.

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional

personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

Contractor's responsibility for background clearance extends to all of its agents, personnel, employee(s), and/or subcontractor(s), and employees of Contractor Parties coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

The undersigned does hereby certify that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: _____

Name of Contractor: _____

Signature: _____

Representative's Name and Title: _____

Services cannot be rendered until all documentation is submitted and final approval is received by the Board.

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from the Contractor pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and a county office of education as defined by California law and requires all contractors to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Agreement be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date:

Proper Name of Contractor:

Signature:

Print Name:

Title:

END OF DOCUMENT

CERTIFICATE OF COMPLIANCE
FOR CALIFORNIA EDUCATION CODE SECTION 49073.1

THIS CERTIFICATE OF COMPLIANCE IS ATTACHED TO AND IS INCORPORATED INTO THE CONTRACT DOCUMENTS ENTERED INTO BY AND BETWEEN _____
("PROVIDER") AND **CALEXICO UNIFIED SCHOOL DISTRICT** ("DISTRICT"), BASED ON THE INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES, DATED _____, 20____
("AGREEMENT").

Section 49073.1 of the California Education Code requires incorporation of specific terms in contracts between the school district and a third party under which the purpose is, either or both:

- To provide Services, including cloud-based Services, for the digital storage, management, and retrieval of pupil records.
- To provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use pupil records in accordance with the Agreement.

The requirements and certifications of California Education Code section 49073.1 shall be incorporated into the Agreement pursuant to this Certificate of Compliance. This Certificate may delete from or modify the terms under the Agreement. To the extent any such addition, deletion, or modification results in any conflict or inconsistency between the Agreement and this Certificate, this Certificate shall govern and the terms of the Agreement which conflict with this Certificate or are inconsistent with this Certificate shall be of no force or effect.

For purposes of this Certificate, the "**Provider**" is the entity identified above and the service provider under the Agreement, and "**data**" is defined as any information supplied to the Provider by the District, including "**pupil records**", which shall mean information directly related to a pupil that is maintained by the District or acquired directly from the pupil. Any violation or noncompliance with the terms under this Certificate will result in action against the Provider that may include the immediate cancellation of contracts, and/or legal action. Individual ignorance of these policies will not be weighed in the consideration of infractions.

- 1. DISTRICT PROPERTY.** All pupil records obtained, received, or viewed by the Provider still continue to be the property and under the control of the District. (§49073.1(b)(1).)

Agree: Yes ☐ No ☐

- 2. LIMITED BY CONTRACT.** Provider will use the pupil records for only those purposes required by or permitted under the Agreement. (§49073.1(b)(3).)

Agree: Yes ☐ No ☐

- 3. PRIVACY.** Provider will adhere to all provisions of the Federal Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. 1232g), California Education Code and District policies regarding the protection and confidentiality of data. At all times, the organization will consider all data collected in the course of their duties to be the property of and under the control of the District, and protected and confidential. Release of this data can only be authorized by the District's authorized staff member, and state and federal law. (§49073.1(b)(8).)

Agree: Yes ☐ No ☐

- 4. REUSE.** Provider is prohibited from using personally identifiable information in pupil records to engage in targeted advertising. Provider shall only use the data for the purpose specifically permitted by the Agreement. (§49073.1(b)(9).)

Agree: Yes ☐ No ☐

- 5. SECURITY.** Provider must present the actions it will take, including designation and training of responsible individuals, to ensure the security and confidentiality of pupil records. Provider understands that compliance with these security measures do not, in itself, absolve Provider of liability in the event of an unauthorized disclosure of pupil records or other data. (§49073.1(b)(5).)

Agree: Yes ☐ No ☐

Security & Confidentiality Procedures Attached: Yes ☐ No ☐

- 6. DELETION OF DATA.** Upon termination or expiration of the Agreement, the Provider will permanently delete all District data from their system as allowed by state and federal law. Provider shall permit District to confirm that no pupil records are retained or available to Provider upon the termination of the Agreement. Requirement for Provider to eliminate pupil records shall not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content. (§49073.1(b)(7).)

Agree: Yes ☐ No ☐

- 7. DEIDENTIFIED PUPIL RECORDS.** During the term and after termination or expiration of Agreement, Provider is permitted to use deidentified information, including aggregated deidentified information, for only the following purposes: (i) to improve educational products, for adaptive learning purposes, and for customizing pupil learning; (ii) to demonstrate the effectiveness of the operator's products in the marketing of those products; and (iii) for the development and improvement of educational sites, services, or applications. (§49073.1(d)(5)(B).)

Understand: Yes ☐ No ☐

- 8. DISTRICT PROCEDURES.** Should a parent, legal guardian, or eligible pupil wish to review personally identifiable information in the pupil's records and correct erroneous information, they shall follow the District's current process for review and shall be permitted to correct erroneous information accordingly. In the event of an unauthorized disclosure of a pupil's records, Provider shall work with District to notify the affected parent, legal guardian, or eligible pupil, using the District's current process and protocol for notification. (§49073.1(b)(4) & (6).)

Agree: Yes ☐ No ☐

9. PUPIL-GENERATED CONTENT *(if applicable)*. Pupils may retain possession and control of their own pupil-generated content, and Provider shall permit and assist pupils to transfer their pupil-generated content to a personal account. (§49073.1(b)(2).)

Agree: Yes ☐ No ☐ Not Applicable ☐

As an authorized representative of my organization, I accept the conditions listed in this Certificate of Compliance.

Certified by Provider:



Signed: _____

Print Name: _____

Title: _____

Date: _____

[END OF DOCUMENT]