

Bill To**Charleston County School District**

3999 Bridge View Drive
North Charleston, SC 29405
Accounting Department

Procurement Services (843) 566-8138
Procurement Services Fax (843) 566-1972
Accounting Department (843) 566-7260

Vendor

PANORAMA EDUCATION, INC
AUTO E-MAIL
24 SCHOOL STREET, 4TH FLOOR
BOSTON, MA 02108

Purchase Order

Fiscal Year 2022

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order #

2202201

DELIVERY MUST BE MADE AT SPECIFIED LOCATION

ORIGINAL**Ship To**

CHIEF ACADEMIC OFFICE
75 CALHOUN STREET
CHARLESTON, SC 29401
Phone: {843} 937-6415

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	TYPE	DELIVERY REFERENCE
617-359-8123	617-841-7647	874		HOLMES/WILSON/TANNER
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	BUYER NAME	DEPARTMENT/LOCATION
11/04/2021	50310		Debra Coen	CHIEF ACADEMIC OFFICE
NOTES				

SEL SCREENER -- 2/1/21-1/31/22

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ANY PRICE CHANGES OR FREIGHT CHARGES NOT LISTED ON THIS PURCHASE ORDER MUST BE APPROVED IN ADVANCE BY PROCUREMENT SERVICES. PLEASE CALL 843 566-8138 OR FAX 843 566-1972. ANY OTHER QUESTIONS CONTACT SHIP TO ADDRESS. TERMS ON BACK

SEL SCREENER -- 2/1/21-1/31/22

PANORAMA EDUCATION QUOTE 1/13/21

EXEMPTION 710.1.2 COPYRIGHTED TECHNOLOGY MATERIAL

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Panorama Platform License Fee: Full District SEL Measurement for Students & Staff, Project Management, and Professional Development 2/1/21-1/31/22 GL Account: 596 -0104-2536-446 -6128	1.0	EACH	\$125,000.00	\$125,000.00
2	SC STATE SALES TAX AT 9% GL Account: 596 -0104-2536-446 -6128	1.0	EACH	\$11,250.00	\$11,250.00

IMPORTANT: Read Terms and Conditions provided on back of this copy as part of this Purchase Order.

Total Ext. Price	\$136,250.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

PROCUREMENT OFFICIAL

Purchase Order Total**\$136,250.00**

Vendor Copy



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

Invoice

#INV6743

8/15/2021

Bill To

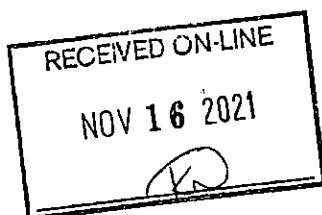
Charleston County School District (SC)
75 Calhoun St
Charleston SC 29401
United States

TOTAL

\$125,000.00

Due Date: 9/15/2021

Terms	Due Date	PO #	Sales Rep	Shipping Method	Partner
Net 30	9/15/2021				
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.					\$125,000.00
Project Management Professional Development					



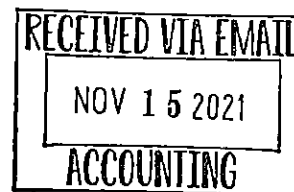
Subtotal	\$125,000.00
Tax (0%)	\$0.00
Total	\$125,000.00

Remittance Information

[REDACTED]

[REDACTED]

[REDACTED]



INV6743

of 1

PANORAMA EDUCATION – SERVICE ORDER



Primary Contact Information			
Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Charleston County County School District	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Jennifer Coker, Executive Director of Alternative Programs and Services	<i>Primary Contact, Title</i>	Caleb Donovan, Outreach Director
<i>Billing / Payment Address</i>	75 Calhoun St.	<i>Billing Address</i>	24 School Street, 4 th Floor
<i>City / State / Zip</i>	Charleston, South Carolina 29401	<i>City / State / Zip</i>	Boston, MA 02108
<i>Email</i>	jennifer_coker@charleston.k12.sc.us	<i>Email</i>	cdonovan@panoramaed.com
<i>Phone</i>	(843) 745-7150	<i>Phone</i>	(720) 545 7033
<i>Billing Contact</i>	Accounts Payable		
<i>Billing Email Address</i>	accounts_payable@charleston.k12.sc.us		
(1) Description of Services and (2) Fees			
Description of Services		Fees	
Panorama Platform License Fee: Full District SEL Measurement for Students & Staff Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting. <ul style="list-style-type: none"> Dashboards and reporting for teacher, student support staff, school administrators and district leaders Playbook resources for all users Social-emotional learning measures for Students and unlimited administrations throughout the year Includes measures for SEL skills & competencies, well-being, supports and relationships, and Adult SEL Project Management Includes a dedicated Panorama Professional Services Manager who will work with the district's main point of contact to execute a successful project administration. <ul style="list-style-type: none"> Develop project timeline Manage setup and administration Customized configurations Coordinate the rollout of reports Professional Development Two customizable, virtual workshops focused on increasing staff's knowledge and capacity of actioning planning with SEL data		Effective Date:	<u>2/1/2021</u>
		Contract Term: (From Effective Date)	1 Year
		Annual License Fee:	\$125,000 / year
		Includes: <ul style="list-style-type: none"> Project Management Professional Development 	
		Annual Total: (Due on Effective Date for Year 1)	\$125,000 / year
		Total Over Contract Term:	\$125,000
		TAX	\$11,250.00
		TOTAL	\$136,250.00

PANORAMA EDUCATION – SERVICE ORDER



Other Terms and Conditions (if any)		
Invoice will be sent 7/1/2021		
Agreement		
The agreement by and between the Client and Panorama (this " <u>Agreement</u> ") consists of this Service Order (the " <u>SO</u> ") 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: Wayne Wilcher <small>Digitally signed by Wayne Wilcher DN: cn=Wayne Wilcher, o=Charleston County School District, ou=Contracts and Procurement, email=wayne_wilcher@charleston.k12.sc.us, c=US Date: 2021.01.13 10:25:57 -05'00'</small>	Print Name, Title: Wayne Wilcher, Director	Date: 1/13/2021
Panorama Signature: <i>Leigh-Anne LaCourse</i>	Print Name, Title: Controller	Date: 01 / 13 / 2021

Bill To**Charleston County School District**

3999 Bridge View Drive
North Charleston, SC 29405
Accounting Department

Procurement Services (843) 566-8138
Procurement Services Fax (843) 566-1972
Accounting Department (843) 566-7260

Vendor

PANORAMA EDUCATION, INC
AUTO E-MAIL
24 SCHOOL STREET, 4TH FLOOR
BOSTON, MA 02108

Purchase Order

Fiscal Year 2022

Page: 1 of 2

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **2204864**

DELIVERY MUST BE MADE AT SPECIFIED LOCATION
ORIGINAL

Ship To

CHIEF ACADEMIC OFFICE
75 CALHOUN STREET
CHARLESTON, SC 29401
Phone: {843} 937-6415

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	TYPE	DELIVERY REFERENCE
617-359-8123	617-841-7647	7725		HOLMES/WILSON/TANNER
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	BUYER NAME	DEPARTMENT/LOCATION
06/21/2022	50310		Debra Coen	CHIEF ACADEMIC OFFICE
NOTES				

SCHOOL CLIMATE SURVEY SEL SCREENER--2/1/22-1/21/23

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ANY PRICE CHANGES OR FREIGHT CHARGES NOT LISTED ON THIS PURCHASE ORDER MUST BE APPROVED IN ADVANCE BY PROCUREMENT SERVICES. PLEASE CALL 843 566-8138 OR FAX 843 566-1972. ANY OTHER QUESTIONS CONTACT SHIP TO ADDRESS. TERMS ON BACK

SCHOOL CLIMATE SURVEY SEL SCREENER--2/1/22-1/21/23

PANORAMA EDUCATION QUOTE

EXEMPTION 710.1.5 EDUCATIONAL SERVICES

EXEMPTION 710.1.2 COPYRIGHTED TECHNOLOGY MATERIAL

EXEMPTION 710.1.7 STAFF DEVELOPMENT

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Panorama Student Surveys and Student SEL: Platform License 2/1/22-1/31/23 GL Account: 597 -0104-2536-446 -6477 \$100,000.00	1.0	EACH	\$100,000.00	\$100,000.00
2	Panorama Teacher and Staff Surveys and Adult SEL: Platform License 2/1/22-1/31/23 GL Account: 597 -0104-2536-446 -6477 \$0.00	1.0	EACH	\$0.00	\$0.00
3	Project Management 2/1/22-1/31/23 GL Account: 597 -0104-2536-446 -6477 \$20,000.00	1.0	EACH	\$20,000.00	\$20,000.00
4	Professional Development: 2/1/22-1/31/23 GL Account: 597 -0104-2536-446 -6477 \$5,000.00	1.0	EACH	\$5,000.00	\$5,000.00

**CONTINUED ON
NEXT PAGE**

Bill To**Charleston County School District**

3999 Bridge View Drive
North Charleston, SC 29405
Accounting Department

Procurement Services (843) 566-8138
Procurement Services Fax (843) 566-1972
Accounting Department (843) 566-7260

Vendor

PANORAMA EDUCATION, INC
AUTO E-MAIL
24 SCHOOL STREET, 4TH FLOOR
BOSTON, MA 02108

Purchase Order

Fiscal Year 2022

Page: 2 of 2

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order #

2204864

DELIVERY MUST BE MADE AT SPECIFIED LOCATION

ORIGINAL**Ship To**

CHIEF ACADEMIC OFFICE
75 CALHOUN STREET
CHARLESTON, SC 29401
Phone: {843} 937-6415

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	TYPE	DELIVERY REFERENCE	
617-359-8123		617-841-7647		7725		HOLMES/WILSON/TANNER	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED		BUYER NAME		DEPARTMENT/LOCATION	
06/21/2022	50310			Debra Coen		CHIEF ACADEMIC OFFICE	
ITEM #	DESCRIPTION / PART #			QTY	UOM	UNIT PRICE	EXTENDED PRICE
5	SC STATE SALES TAX AT 9%			1.0	EACH	\$11,250.00	\$11,250.00
	GL Account: 597 -0104-2536-446 -6477						

IMPORTANT: Read Terms and Conditions provided on back of this copy as part of this Purchase Order.

Total Ext. Price	\$136,250.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

PROCUREMENT OFFICIAL

Purchase Order Total**\$136,250.00**

Vendor Copy

PANORAMA EDUCATION – SERVICE ORDER



Primary Contact Information			
Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Charleston County School District	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Jennifer Coker, Executive Director of Alternative Programs and Services	<i>Primary Contact, Title</i>	Maurice Anderson, Account Director
<i>Billing / Payment Address</i>	75 Calhoun Street	<i>Billing Address</i>	24 School St. Fourth Floor
<i>City / State / Zip</i>	Charleston, SC 29401	<i>City / State / Zip</i>	Boston, MA 02108
<i>Email</i>	jennifer_coker@charleston.k12.sc.us	<i>Email</i>	manderson@panoramaed.com
<i>Phone</i>	843.745.7150	<i>Phone</i>	774-243-2851
<i>Billing Contact</i>			
<i>Billing Email Address</i>			
(1) Description of Services and (2) Fees			
Description of Services		Fees	
<u>Annual Licenses:</u> 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. <ul style="list-style-type: none"> Student surveys 		<i>Effective Date:</i>	2/1/2022
		<i>Contract Term:</i> (From Effective Date)	<u>1</u> Contract Years
Panorama Teacher and Staff Surveys and Adult SEL: Platform License Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting. <ul style="list-style-type: none"> Teacher/Staff Surveys 		<i>Annual License Fee:</i>	\$100,000 / year
		<i>Subtotal License Fee Over Contract Term:</i>	\$ 100,000
<u>Services:</u> 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 configurationsCoordinate rollout of reports 		<i>Project Management:</i>	\$20,000 / year
		<i>Professional Development:</i>	\$5,000 / 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		<i>Subtotal Services Fees Over Contract Term:</i>	\$25,000

PANORAMA EDUCATION – SERVICE ORDER



for groups <50 (Larger sessions can be supported as interactive webinars, and additional facilitators can be added for breakout rooms or chat moderation at an additional cost).		
*****SC STATE SALES TAX ADDED FOR SALES USE TAX***	Annual Total: (Invoiced on Effective Date)	\$125,000 / year
	Total Over Contract Term:	\$125,000
	Sales Tax	\$11,250.00
(3) Agreement		TOTAL \$136,250.00
The entire agreement by and between Client and Panorama (" <u>Agreement</u> ") consists of (i) the terms set forth in this Service Order (" <u>SO</u> ") and (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO (" <u>Terms</u> ").		
(4) Supplemental Terms and Conditions (if any)		
Invoice will be sent on 7/1/2022		
Authorization		
By signing below, Client and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.		
Client Signature:	Print Name, Title:	Date:
Panorama Signature:	Print Name, Title:	Date:

Bill To

Charleston County School District

3999 Bridge View Drive
North Charleston, SC 29405
Accounting Department

Procurement Services (843) 566-8138
Procurement Services Fax (843) 566-1972
Accounting Department (843) 566-7260

Vendor

PANORAMA EDUCATION, INC
AUTO E-MAIL
24 SCHOOL STREET, 4TH FLOOR
BOSTON, MA 02108

Purchase Order

Fiscal Year 2023

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # 2300185

DELIVERY MUST BE MADE AT SPECIFIED LOCATION
ORIGINAL

Ship To

ALTERNATIVE PROGRAMS
4720 JENKINS AVE
NORTH CHARLESTON, SC 29405
Email:
MARCIA_HOLMES@CHARLESTON.K12.SC.US
Phone: {843} 745-7150

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	TYPE	DELIVERY REFERENCE
617-359-8123	617-841-7647	409		JENNIFER COKER
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	BUYER NAME	DEPARTMENT/LOCATION
07/18/2022	50310		Wayne Wilcher	ALTERNATIVE PROGRAMS
NOTES				

EDUCATIONAL/TRAINING SERVICES

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading
ANY PRICE CHANGES OR FREIGHT CHARGES NOT LISTED ON THIS PURCHASE ORDER MUST BE APPROVED IN ADVANCE BY PROCUREMENT SERVICES. PLEASE CALL 843 566-8138 OR FAX 843 566-1972. ANY OTHER QUESTIONS CONTACT SHIP TO ADDRESS. TERMS ON BACK
EXEMPTION 710.1.5 EDUCATIONAL SERVICES

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	PANORAMA STUDENT SOCIAL-EMOTIONAL LEARNING CHECK-INS: PLATFORM LICENSE. SEE ATTACHED SERVICE ORDER FOR DETAILS. GL Account: 225 -0133-2230-311 -24116 \$25,000.00	1.0		\$25,000.00	\$25,000.00
2	PROFESSIONAL DEVELOPMENT GL Account: 225 -0133-2230-311 -24116 \$45,000.00	1.0		\$45,000.00	\$45,000.00
3	ADDITIONAL SERVICES GL Account: 225 -0133-2230-311 -24116 \$18,000.00	1.0		\$18,000.00	\$18,000.00

IMPORTANT: Read Terms and Conditions provided on back of this copy as part of this Purchase Order.

Total Ext. Price	\$88,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

PROCUREMENT OFFICIAL

Purchase Order Total \$88,000.00

Vendor Copy



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

Invoice

#INV9034
10/27/2022

Bill To

Charleston County School District (SC)
75 Calhoun St
Charleston SC 29401
United States

TOTAL

\$88,000.00

Due Date: 11/26/2022

Terms	Due Date	PO #	Sales Rep	Shipping Method	Partner
Net 30	11/26/2022	2300185	Anderson, Maurice		

Description

Email 11/22 Susan Seidel

Amount

Customized professional learning plan, inclusive of in-depth professional development support and a variety of supportive services.

\$15,000.00

Virtual PD session up to 2 hours in length for up to 50 participants (larger groups are supported for webinar-style facilitation).

\$15,000.00

Customized coaching session to help leadership teams understand, prioritize, and act on data.

\$30,000.00

Panorama Platform License Fee: Check-in Surveys

\$25,000.00

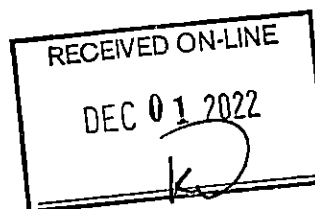
Includes curation and in-person presentation of insights from data, including recommended focus areas and action steps aligned to priorities.

\$3,000.00

Subtotal	\$88,000.00
Tax (0%)	\$0.00
Total	\$88,000.00

Remittance Information

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



[REDACTED]
[REDACTED]
[REDACTED]



INV9034

PANORAMA EDUCATION – SERVICE ORDER



Primary Contact Information			
Client		Panorama Education, Inc. ("Panorama")	
Client Legal Name ("Client")	Charleston County School District	Company Name	Panorama Education, Inc.
Primary Contact, Title	Jennifer Coker, Executive Director of Alternative Programs and Services	Primary Contact, Title	Maurice Anderson, Account Director
Billing / Payment Address	75 Calhoun Street	Billing Address	24 School St. Fourth Floor
City / State / Zip	Charleston, SC 29401	City / State / Zip	Boston, MA 02108
Primary Contact Email Address	jennifer_coker@charleston.k12.sc.us	Email	manderson@panoramaed.com
Primary Contact Phone Number	843.745.7150	Phone	774-243-2851
Accounts Payable Contact	Accounts Payable		
Accounts Payable Email Address	accounts_payable@charleston.k12.sc.us		
Accounts Payable Phone Number			
Purchase Order Required?	Yes [<input checked="" type="checkbox"/>] No [<input type="checkbox"/>]		
(1) Description of Services and (2) Fees			
Description of Services		Fees	
<u>Annual Licenses:</u>		Effective Date:	9/24/2022
Panorama Student Social-Emotional Learning Check-Ins: Platform License		Contract Term: (From Effective Date)	<u>9/24/2022 - 9/23/2023</u>
<ul style="list-style-type: none"> Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis, and reporting. Roster integration with Powerschool Check-ins 		Annual License Fee:	\$25,000 / year
		Subtotal License Fee Over Contract Term:	\$25,000
<u>Services:</u>		Project Management:	\$0 / year
Virtual Workshop (Core Offering, 10 Sessions)		Professional Development	\$45,000 / year
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 moderation at an additional cost).		Additional Services:	\$18,000 / year

PANORAMA EDUCATION – SERVICE ORDER



Program-Focused Advising Includes monthly or 12x annual advising support with a professional learning advisor Executive Briefing (Virtual) Includes curation and virtual presentation of insights from data, including recommended focus areas and action steps aligned to priorities.	Subtotal Services Fees Over Contract Term:	\$63,000 / year
	Annual Total: <i>(Invoiced on Effective Date)</i>	\$88,000 / year
	Total Over Contract Term:	\$88,000

(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)

Authorization

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

Client Signature: Wayne Wilcher <small>Digitally signed by Wayne Wilcher DN: cn=Wayne Wilcher, o=Charleston County School District, ou=Contracts and Procurement, email=wayne_wilcher@charleston.k12.sc.us, c=US Date: 2022.06.28 15:34:04 -04'00'</small>	Print Name, Title: Wayne Wilcher, Director	Date: June 28, 2022
Panorama Signature:	Print Name, Title:	Date:

Bill To

Charleston County School District

3999 Bridge View Drive
North Charleston, SC 29405
Accounting Department

Procurement Services (843) 566-8138
Procurement Services Fax (843) 566-1972
Accounting Department (843) 566-7260

Vendor

PANORAMA EDUCATION, INC
AUTO E-MAIL
24 SCHOOL STREET, 4TH FLOOR
BOSTON, MA 02108

Purchase Order

Fiscal Year 2023

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # 2302974

DELIVERY MUST BE MADE AT SPECIFIED LOCATION
ORIGINAL

Ship To

CHIEF ACADEMIC OFFICE
75 CALHOUN STREET
CHARLESTON, SC 29401
Phone: {843} 937-6415

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	TYPE	DELIVERY REFERENCE
617-359-8123	617-841-7647	4396		HOLMES/WILSON/TANNER
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	BUYER NAME	DEPARTMENT/LOCATION
01/26/2023	50310		Debra Coen	CHIEF ACADEMIC OFFICE
NOTES				

SCHOOL CLIMATE SURVEY SEL SCREENER CO-TERM 6/30/23

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ANY PRICE CHANGES OR FREIGHT CHARGES NOT LISTED ON THIS PURCHASE ORDER MUST BE APPROVED IN ADVANCE BY PROCUREMENT SERVICES. PLEASE CALL 843 566-8138 OR FAX 843 566-1972. ANY OTHER QUESTIONS CONTACT SHIP TO ADDRESS. TERMS ON BACK

SCHOOL CLIMATE SURVEY SEL SCREENER CO-TERM 6/30/23

PANORAMA SERVICE ORDER AMENDMENT

EXEMPTION 710.1.2 COPYRIGHTED TECHNOLOGY MATERIAL

EXEMPTION 710.1.7 STAFF DEVELOPMENT

EXEMPTION 710.1.8 STUDENT SERVICES

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Panorama Student Surveys and Student SEL: Platform License CO-TERM TO 6/30/23 GL Account: 597 -0104-2536-446 -6477 \$50,000.00	1.0		\$50,000.00	\$50,000.00
2	SC STATE SALES TAX AT 9% GL Account: 597 -0104-2536-446 -6477 \$4,500.00	1.0		\$4,500.00	\$4,500.00

IMPORTANT: Read Terms and Conditions provided on back of this copy as part of this Purchase Order.

Total Ext. Price	\$54,500.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

PROCUREMENT OFFICIAL

Purchase Order Total \$54,500.00

Vendor Copy



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

Invoice
#INV9569
2/8/2023

Bill To

Charleston County School District (SC)
75 Calhoun St
Charleston SC 29401
United States

TOTAL

\$50,000.00

Due Date: 3/10/2023

Terms

Net 30

Due Date

3/10/2023

PO #

2302974

Sales Rep

asmith@panoram
aed.com

Shipping Method

Partner

Description

Amount

Access to Platform and Support (as defined in the Terms and Conditions): Survey
administration, analysis and reporting.
* Student surveys
* Teacher/staff surveys

\$50,000.00

Subtotal

\$50,000.00

Tax (0%)

\$0.00

Total

\$50,000.00

Remittance Information

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

RECEIVED ON-LINE

FEB 13 2023

RECEIVED VIA EMAIL
FEB 10 2023
ACCOUNTING

E-MAILED FEB 10 2023 - Marcia Holmes



INV9569

Bill To

Charleston County School District

3999 Bridge View Drive
North Charleston, SC 29405
Accounting Department

Procurement Services (843) 566-8138
Procurement Services Fax (843) 566-1972
Accounting Department (843) 566-7260

Vendor

PANORAMA EDUCATION, INC
AUTO E-MAIL
24 SCHOOL STREET, 4TH FLOOR
BOSTON, MA 02108

Purchase Order

Fiscal Year 2023

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # 2305066

DELIVERY MUST BE MADE AT SPECIFIED LOCATION
ORIGINAL

Ship To

CHIEF ACADEMIC OFFICE
75 CALHOUN STREET
CHARLESTON, SC 29401
Phone: {843} 937-6415

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	TYPE	DELIVERY REFERENCE
617-359-8123	617-841-7647	7941		HOLMES/WILSON/TANNER/TOOLE
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	BUYER NAME	DEPARTMENT/LOCATION
06/19/2023	50310		Debra Coen	CHIEF ACADEMIC OFFICE
NOTES				

SCHOOL CLIMATE SURVEY SEL SCREENER--7/1/23-6/30/24

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ANY PRICE CHANGES OR FREIGHT CHARGES NOT LISTED ON THIS PURCHASE ORDER MUST BE APPROVED IN ADVANCE BY PROCUREMENT SERVICES. PLEASE CALL 843 566-8138 OR FAX 843 566-1972. ANY OTHER QUESTIONS CONTACT SHIP TO ADDRESS. TERMS ON BACK
SCHOOL CLIMATE SURVEY SEL SCREENER--7/1/23-6/30/24
PANORAMA EDUCATION QUOTE

EXEMPTION 710.1.2 COPYRIGHTED TECHNOLOGY MATERIAL

EXEMPTION 710.1.5 EDUCATIONAL SERVICES

EXEMPTION 710.1.7 STAFF DEVELOPMENT

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Student Climate Surveys & SEL: Platform License Student Surveys Teacher/Staff Surveys + Adult SEL: Platform License Teacher & Staff Surveys 7/1/23-6/30/24 GL Account: 562 -0104-2536-446 -6918	1.0		\$125,000.00	\$125,000.00
2	SC STATE SALES TAX AT 9% GL Account: 562 -0104-2536-446 -6918	1.0		\$11,250.00	\$11,250.00

IMPORTANT: Read Terms and Conditions provided on back of this copy as part of this Purchase Order.

Total Ext. Price	\$136,250.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

PROCUREMENT OFFICIAL

Purchase Order Total \$136,250.00

Vendor Copy



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

Invoice

#INV10292A

7/1/2023

Bill To

Charleston County School District (SC)
75 Calhoun St
Charleston SC 29401
United States

TOTAL

\$125,000.00

Due Date: 7/31/2023

Terms	Due Date	PO #	Sales Rep	Shipping Method	Partner
Net 30	7/31/2023	2305066	asmith@panoram aed.com		

Description	Amount
* Teacher & Staff Surveys	\$43,300.00
* Student Surveys	\$78,750.00
Recommended Support for Surveys	\$3,000.00



Subtotal	\$125,000.00
Tax (0%)	\$0.00
Total	\$125,000



INV10292

PANORAMA EDUCATION - SERVICE ORDER



Primary Contact Information			
Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Charleston County School District	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Megan Bocchino, Director of School Climate	<i>Primary Contact, Title</i>	Gracie Kaul, Senior Account Manager
<i>Billing / Payment Address</i>	75 Calhoun Street	<i>Billing Address</i>	24 School St. Fourth Floor
<i>City / State / Zip</i>	Charleston, SC 29401	<i>City / State / Zip</i>	Boston, MA 02108
<i>Primary Contact Email Address</i>	megan_bocchino@charleston.k12.sc.us	<i>Email</i>	gkaul@panoramaed.com
<i>Primary Contact Phone Number</i>	843-745-7150	<i>Phone</i>	775-260-4706
<i>Accounts Payable Contact</i>	Accounts Payable		
<i>Accounts Payable Email Address</i>	accounts_payable@charleston.k12.sc.us		
<i>Accounts Payable Phone Number</i>	843-566-1829		
<i>Purchase Order Required?</i>	Yes [<input type="checkbox"/>] No [<input checked="" type="checkbox"/>]		
(1) Description of Services and (2) Fees			
Description of Services		Fees	
Annual Licenses: All licenses include access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting. <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 Student Climate Surveys & SEL: Platform License <ul style="list-style-type: none"> Student Surveys Teacher/Staff Surveys + Adult SEL: Platform License <ul style="list-style-type: none"> Teacher & Staff Surveys 		Effective Date:	07/01/2023
		Contract Term: (From Effective Date)	<u>07/01/2023 - 06/30/2024</u>
		Annual License Fee:	\$125,000 / year
		Subtotal License Fee Over Contract Term:	\$125,000
		Annual Total: (Invoiced on Effective Date)	\$125,000 / year
	Total Over Contract Term:	\$125,000	
(3) Agreement			

SC STATE SALES TAX ADDED FOR SALES USE TAX

TAX 11,250.00

TOTAL \$136,250.00

PANORAMA EDUCATION - SERVICE ORDER



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)

Authorization

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

Client Signature:

Print Name, Title:

Date:

Panorama Signature:

Print Name, Title:

Date:

Bill To**Charleston County School District**

3999 Bridge View Drive
North Charleston, SC 29405
Accounting Department

Procurement Services (843) 566-8138
Procurement Services Fax (843) 566-1972
Accounting Department (843) 566-7260

Vendor

PANORAMA EDUCATION, INC
AUTO E-MAIL
24 SCHOOL STREET, 4TH FLOOR
BOSTON, MA 02108

Purchase Order

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order #

2401202

DELIVERY MUST BE MADE AT SPECIFIED LOCATION

ORIGINAL**Ship To**

STUDENT SUPPORT
4720 JENKINS AVE
NORTH CHARLESTON, SC 29405
Email: LISA_ALLISON@CHARLESTON.K12.SC.US
Phone: {843} 745-7150

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	TYPE	DELIVERY REFERENCE
617-359-8123	617-841-7647	1728		LISA ALLISON/CAROLEE BAKER
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	BUYER NAME	DEPARTMENT/LOCATION
09/14/2023	50310		Debra Coen	STUDENT SUPPORT
NOTES				

SOFTWARE LICENSE FOR STAFF TRAINING

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ANY PRICE CHANGES OR FREIGHT CHARGES NOT LISTED ON THIS PURCHASE ORDER MUST BE APPROVED IN ADVANCE BY PROCUREMENT SERVICES. PLEASE CALL 843 566-8138 OR FAX 843 566-1972. ANY OTHER QUESTIONS CONTACT SHIP TO ADDRESS. TERMS ON BACK
EXEMPTION 710.1.2 COPYRIGHTED TECHNOLOGY MATERIAL

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	CHECK-INS: PLATFORM SURVEYS,REPORTING AND LICENSE'S PER QUOTE	1.0		\$32,400.00	\$32,400.00
	GL Account: 100 -0133-2230-311 -			\$3,000.00	
	GL Account: 100 -0133-2230-446 -			\$29,400.00	

IMPORTANT: Read Terms and Conditions provided on back of this copy as part of this Purchase Order.

Total Ext. Price	\$32,400.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

PROCUREMENT OFFICIAL

Purchase Order Total**\$32,400.00**

Vendor Copy



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

Invoice

#INV11054

9/26/2023

Bill To

Charleston County School District (SC)
75 Calhoun St
Charleston SC 29401
United States

TOTAL

\$32,400.00

Due Date: 10/26/2023

Terms	Due Date	PO #	Sales Rep	Shipping Method	Partner
Net 30	10/26/2023	2401208	gkaul@panoramae d.com		

Description	Amount
Panorama Platform License Fee: Check-in Surveys	\$29,400.00
Includes one virtual consultative planning session with a professional learning manager/ director and up to 90 minutes of virtual facilitation or consultations for groups <50. This product is inclusive of all core offerings per our T&L menu, consultations, and executive briefings. Larger groups are supported for webinar-style facilitation at an additional cost.	\$3,000.00

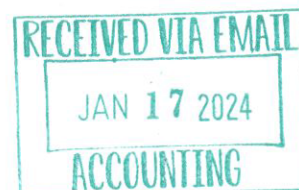
Subtotal \$32,400.00

Tax (0%) \$0.00

Total \$32,400.00

Remittance Information

ROL
1/18/24
CJ



INV11054

1/17/24 Emailed Lisa A & Carlee B.

SERVICE ORDER



Charleston County School District (SC)
75 Calhoun St
Charleston / SC / 29401

Panorama Education, Inc.
24 School St, Fourth Floor
Boston, MA 02108

Contact:
Account Management Team
contact@panoramaed.com
(617) 356-8123

Primary Contact Name: Lisa Allison
Primary Contact Phone Number: 843-745-7150
Primary Contact Email Address: lisa_allison@charleston.k12.sc.us

Effective Date: 9/24/2023
Contract End Date: 9/23/2024
Invoiced on Effective Date, Net 30

(1) Description of Services and (2) Fees	
Licenses/Services	Fees Over Term
Check-Ins: * Check-ins surveys and reporting	\$ 29,400.00
Professional Development Workshop (Virtual): Includes one virtual consultative planning session with a professional learning manager/director and up to 90 minutes of virtual facilitation or consultations for groups	2 included \$ 3,000.00
Total Over Contract Term:	\$ 32,400.00

(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)

(5) Client Accounts Payable Information

<i>Accounts Payable Contact Name</i>	Lisa Allison
<i>Accounts Payable Phone Number</i>	843-745-7150
<i>Accounts Payable Email Address</i>	lisa_allison@charleston.k12.sc.us
<i>Purchase Order Required?</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Authorization

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

Client Signature:	Print Name, Title:	Date:
Panorama Signature:	Print Name, Title:	Date:

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.

Exhibit A

Terms

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 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

Exhibit A

Terms

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 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

Exhibit A

Terms

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.

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.

Bill To**Charleston County School District**

3999 Bridge View Drive
North Charleston, SC 29405
Accounting Department

Procurement Services (843) 566-8138
Procurement Services Fax (843) 566-1972
Accounting Department (843) 566-7260

Vendor

PANORAMA EDUCATION, INC
AUTO E-MAIL
24 SCHOOL STREET, 4TH FLOOR
BOSTON, MA 02108

Purchase Order

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order #

2401977

DELIVERY MUST BE MADE AT SPECIFIED LOCATION

ORIGINAL**Ship To**

STUDENT SUPPORT
4720 JENKINS AVE
NORTH CHARLESTON, SC 29405
Email:
CAROLEE_BAKER@CHARLESTON.K12.SC.US
Phone: {843} 745-7150

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	TYPE	DELIVERY REFERENCE
617-356-8123	617-841-7647	2991		LISA ALLISON/CAROLEE BAKER
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	BUYER NAME	DEPARTMENT/LOCATION
11/03/2023	50310		Debra Coen	STUDENT SUPPORT
NOTES				

ONBOARDING/SETUP/PROFESSIONAL DEVELOPMENT

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ANY PRICE CHANGES OR FREIGHT CHARGES NOT LISTED ON THIS PURCHASE ORDER MUST BE APPROVED IN ADVANCE BY PROCUREMENT SERVICES. PLEASE CALL 843 566-8138 OR FAX 843 566-1972. ANY OTHER QUESTIONS CONTACT SHIP TO ADDRESS. TERMS ON BACK
EXEMPTION 710.1.2 COPYRIGHTED TECHNOLOGY MATERIAL

EXEMPTION 710.1.7 STAFF DEVELOPMENT

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	ONBOARDING/SETUP/PROFESSIONAL DEVELOPMENT (SEE ATTACHED CONTRACT/QUOTE) GL Account: 303 -0133-2230-446 - \$51,700.00	1.0		\$51,700.00	\$51,700.00

IMPORTANT: Read Terms and Conditions provided on back of this copy as part of this Purchase Order.

Total Ext. Price	\$51,700.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

PROCUREMENT OFFICIAL

Purchase Order Total**\$51,700.00**

Vendor Copy

Mesa Cloud Inc
PO Box 342376
Austin, TX 78734 US
info@mesaedu.com
<https://www.mesacloud.com>



INVOICE

BILL TO
Charleston County School
District
3999 Bridge View Drive
North Charleston, SC 29405

INVOICE # 1154
DATE 12/11/2023
DUE DATE 01/10/2024
TERMS Net 30

PO #
2401977

ACTIVITY	QTY	RATE	AMOUNT
Mesa OnTime 11/1/23-10/31/24	13,400	3.00	40,200.00
Set-up / Initiation Fee 11/1/23-10/31/24	1	10,000.00	10,000.00
Mesa Virtual Professional Development Session 11/1/23-10/31/24	1	1,500.00	1,500.00

BALANCE DUE **\$51,700.00**

PANORAMA EDUCATION - SERVICE ORDER



Primary Contact Information			
Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Charleston County Schools	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Lisa Allison	<i>Contact</i>	Account Management Team
<i>Billing / Payment Address</i>	75 Calhoun Street	<i>Billing Address</i>	24 School St. Fourth Floor
<i>City / State / Zip</i>	Charleston, SC 29401	<i>City / State / Zip</i>	Boston, MA 02108
<i>Primary Contact Email Address</i>	lisa_allison@charleston.k12.sc.us	<i>Email</i>	Contact@panoramaed.com
<i>Primary Contact Phone Number</i>	843-745-7150	<i>Phone</i>	(617) 356-8123
<i>Accounts Payable Contact</i>	Robin McNeal (Procurement Officer)		
<i>Accounts Payable Email Address</i>	account_payable@charleston.k12.sc.us		
<i>Accounts Payable Phone Number</i>	843-745-7150		
<i>Purchase Order Required?</i>	Yes [x] No []		
(1) Description of Services and (2) Fees			
Description of Services		Fees	
<u>Annual Licenses:</u> OnTime Solution <ul style="list-style-type: none"> Online centralized student progress platform that automatically monitors, flags, and fixes graduation pathways for each student 		<i>Effective Date:</i>	Date agreement is counter-signed by all parties.
		<i>Contract Term:</i> <i>(From Effective Date)</i>	<u> 1 </u> Contract Years
		<i>Annual License Fee:</i>	\$40,200 / year
		<i>Subtotal License Fee Over Contract Term:</i>	\$ 40,200
<u>Services:</u> Onboarding and Setup <ul style="list-style-type: none"> Includes data integration, standup of gradplans, flags, QA, and 1 day of PD Professional Development <ul style="list-style-type: none"> Two hour virtual professional development session 		<i>Additional Services:</i>	\$10,000 / year
		<i>Professional Development:</i>	\$1,500 / year
		<i>Subtotal Services Fees Over Contract Term:</i>	\$11,500

PANORAMA EDUCATION - SERVICE ORDER



		Annual Total: <i>(Invoiced on Effective Date)</i>	\$51,700 / year
		Total Over Contract Term:	\$51,700
(3) Agreement			
<p>The entire agreement by and between Client and Panorama ("<u>Agreement</u>") consists of (i) the terms set forth in this Service Order ("<u>SO</u>") and (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO ("<u>Terms</u>").</p>			
(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:	Print Name, Title:	Date:	
Panorama Signature:	Print Name, Title:	Date:	

Bill To

Charleston County School District

3999 Bridge View Drive
North Charleston, SC 29405
Accounting Department

Procurement Services (843) 566-8138
Procurement Services Fax (843) 566-1972
Accounting Department (843) 566-7260

Vendor

PANORAMA EDUCATION, INC
AUTO E-MAIL
24 SCHOOL STREET, 4TH FLOOR
BOSTON, MA 02108

Purchase Order

Fiscal Year 2024

Page: 1 of 2

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # 2405276

DELIVERY MUST BE MADE AT SPECIFIED LOCATION
ORIGINAL

Ship To

CHIEF ACADEMIC OFFICE
75 CALHOUN STREET
CHARLESTON, SC 29401
Phone: {843} 937-6415

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	TYPE	DELIVERY REFERENCE
617-356-8123	617-841-7647	8683		HOLMES/WILSON/BAILEY/...
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	BUYER NAME	DEPARTMENT/LOCATION
06/07/2024	50310		Debra Coen	CHIEF ACADEMIC OFFICE
NOTES				

SURVEY SEL SCREENER STDNT & STFF-- 7/1/24-6/30/25

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ANY PRICE CHANGES OR FREIGHT CHARGES NOT LISTED ON THIS PURCHASE ORDER MUST BE APPROVED IN ADVANCE BY PROCUREMENT SERVICES. PLEASE CALL 843 566-8138 OR FAX 843 566-1972. ANY OTHER QUESTIONS CONTACT SHIP TO ADDRESS. TERMS ON BACK
SURVEY SEL SCREENER STDNT & STFF-- 7/1/24-6/30/25

PANORAMA EDUCATION QUOTE:
EXEMPTION 710.1.2 COPYRIGHTED TECHNOLOGY MATERIAL
EXEMPTION 710.1.5 EDUCATIONAL SERVICES
EXEMPTION 710.1.7 STAFF DEVELOPMENT

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Teacher and Staff Surveys + Adult SEL 7/1/24-6/30/25 PER QUOTE GL Account: 556 -0104-2536-446 -6633 \$49,300.00	1.0		\$49,300.00	\$49,300.00
2	Student Surveys & SEL 7/1/24-6/30/25 GL Account: 556 -0104-2536-446 -6633 \$87,750.00	1.0		\$87,750.00	\$87,750.00
3	Check-ins surveys and reporting 7/1/24-6/30/25 GL Account: 556 -0104-2536-446 -6633 \$29,250.00	1.0		\$29,250.00	\$29,250.00
4	Professional Development Workshop (Virtual): Includes one virtual consultative planning session with a professional learning manager/director and up to 90 minutes of virtual facilitation or consultations for groups - 4 included 7/1/24-6/30/25 GL Account: 556 -0104-2536-446 -6633 \$6,000.00	1.0		\$6,000.00	\$6,000.00

CONTINUED ON
NEXT PAGE

Bill To

Charleston County School District

3999 Bridge View Drive
North Charleston, SC 29405
Accounting Department

Procurement Services (843) 566-8138
Procurement Services Fax (843) 566-1972
Accounting Department (843) 566-7260

Vendor

PANORAMA EDUCATION, INC
AUTO E-MAIL
24 SCHOOL STREET, 4TH FLOOR
BOSTON, MA 02108

Purchase Order

Fiscal Year 2024

Page: 2 of 2

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # 2405276

DELIVERY MUST BE MADE AT SPECIFIED LOCATION

ORIGINAL

Ship To

CHIEF ACADEMIC OFFICE
75 CALHOUN STREET
CHARLESTON, SC 29401
Phone: {843} 937-6415

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		TYPE		DELIVERY REFERENCE							
617-356-8123		617-841-7647		8683				HOLMES/WILSON/BAILEY/...							
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		BUYER NAME		DEPARTMENT/LOCATION							
06/07/2024		50310				Debra Coen		CHIEF ACADEMIC OFFICE							
ITEM #		DESCRIPTION / PART #				QTY		UOM		UNIT PRICE		EXTENDED PRICE			
5		SC STATE SALES TAX AT 9% GL Account: 556 -0104-2536-446 -6633				\$15,507.00		1.0				\$15,507.00		\$15,507.00	

IMPORTANT: Read Terms and Conditions provided on back of this copy as part of this Purchase Order.

Total Ext. Price	\$187,807.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

PROCUREMENT OFFICIAL

Purchase Order Total \$187,807.00

Vendor Copy



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

Invoice
#INV12342
7/1/2024

Bill To

Charleston County School District (SC)
75 Calhoun St
Charleston SC 29401
United States

TOTAL

\$172,300.00

Due Date: 7/31/2024

Terms	Due Date	PO #	Sales Rep	Shipping Method	Partner
Net 30	7/31/2024	2405276	Kaul, Constance G		

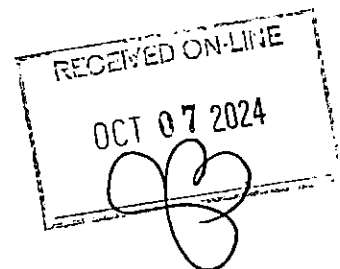
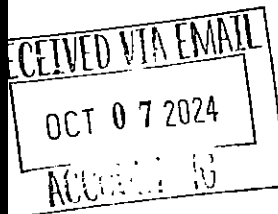
Description	Amount
* Teacher & Staff Surveys	\$49,300.00
* Student Surveys	\$87,750.00
Panorama Platform License Fee: Check-in Surveys	\$29,250.00
	\$6,000.00

Includes one virtual consultative planning session with a professional learning manager/director and up to 90 minutes of virtual facilitation or consultations for groups <50. This product is inclusive of all core offerings per our T&L menu, consultations, and executive briefings. Larger groups are supported for webinar-style facilitation at an additional cost.

10455636-446-6633

Subtotal	\$172,300.00
Tax (0%)	\$0.00
Total	\$172,300.00

Remittance Information



INV12342

QUOTE FOR SERVICES



Charleston County School District (SC)
75 Calhoun St
Charleston / SC / 29401

Panorama Education, Inc.
24 School St, Fourth Floor
Boston, MA 02108
Contact:
Account Management Team
contact@panoramaed.com
(617) 356-8123
CCSD Vendor #50310

Primary Contact Name: Lisa Allison
Primary Contact Phone Number: 843-745-7150
Primary Contact Email Address: lisa_allison@charleston.k12.sc.us

Quote valid through 7/31/2024
Effective Date: 7/1/2024
Contract End Date: 6/30/2025
Invoiced on Effective Date, Net 30

(1) Description of Services and (2) Fees	
<u>Licenses/Services</u>	<u>Fees Over Term</u>
Teacher and Staff Surveys + Adult SEL:	\$ 49,300.00
* Teacher & Staff Surveys	
Student Surveys & SEL:	\$ 87,750.00
* Student Surveys	
Check-Ins:	\$ 29,250.00
* Check-ins surveys and reporting	
Professional Development Workshop (Virtual): 4 included	\$ 6,000.00
Includes one virtual consultative planning session with a professional learning manager/director and up to 90 minutes of virtual facilitation or consultations for groups	
Total Over Contract Term:	\$ 172,300.00

****SC STATE SALES TAX ADDED FOR SALES USE TAX****

TAX \$15,507.00

TOTAL \$187,807.00

Bill To

Charleston County School District

3999 Bridge View Drive
North Charleston, SC 29405
Accounting Department

Procurement Services (843) 566-8138
Procurement Services Fax (843) 566-1972
Accounting Department (843) 566-7260

Vendor

PANORAMA EDUCATION, INC
AUTO E-MAIL
24 SCHOOL STREET, 4TH FLOOR
BOSTON, MA 02108

Purchase Order

Fiscal Year 2025

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # 2501640

DELIVERY MUST BE MADE AT SPECIFIED LOCATION
ORIGINAL

Ship To

STUDENT SUPPORT
4720 JENKINS AVE
NORTH CHARLESTON, SC 29405
Email:
CAROLEE_BAKER@CHARLESTON.K12.SC.US
Phone: {843} 745-7150

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	TYPE	DELIVERY REFERENCE
617-356-8123	617-841-7647	2489		LISA ALLISON/TASHA JOYNER
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	BUYER NAME	DEPARTMENT/LOCATION
10/09/2024	50310		Yuli Waters	STUDENT SUPPORT
NOTES				

EDUCATIONAL/TRAINING SERVICES

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading
ANY PRICE CHANGES OR FREIGHT CHARGES NOT LISTED ON THIS PURCHASE ORDER MUST BE APPROVED IN ADVANCE BY PROCUREMENT SERVICES. PLEASE CALL 843 566-8138 OR FAX 843 566-1972. ANY OTHER QUESTIONS CONTACT SHIP TO ADDRESS. TERMS ON BACK
EXEMPTION 710.1.2 COPYRIGHTED TECHNOLOGY MATERIAL
#INV12265

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	REFER TO FISCAL YEAR 2024 PO#2404588 (ANNUAL PARTNERSHIP \$75,500 (STUDENT SUCCESS PLATFORM/TRAINING AND PROFESSIONAL DEVELOPMENT/TECHNICAL SUPPORT) PER PROPOSAL GL Account: 809 -0133-2232-446 - \$75,500.00	1.0		\$75,500.00	\$75,500.00

IMPORTANT: Read Terms and Conditions provided on back of this copy as part of this Purchase Order.

Total Ext. Price	\$75,500.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

PROCUREMENT OFFICIAL

Purchase Order Total \$75,500.00

Vendor Copy



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

Invoice

#INV12265
7/1/2024

Bill To

Charleston County School District (SC)
75 Calhoun St
Charleston SC 29401
United States

TOTAL

\$75,500.00

Due Date: 7/31/2024

2501640

Terms

Net 30

Due Date

7/31/2024

PO

2404588

Sales Rep

lcrayton@panora
maed.com

Shipping Method

Partner

Description

Amount

Ongoing integration of [SIS] & standard filters into Student Success platform. Includes behavior, attendance, coursework, rosters, and demographics

\$27,500.00

Ongoing integration of [ASSESSMENT 1], [ASSESSMENT 2] [ASSESSMENT 3], and [STATE ASSESSMENT] into Student Success platform

\$17,500.00

Access to Behavior reporting and incident data in Student Success. Includes: Incident Action; Incident Outcome; Month; Day of the Week; Severity (Major/Minor); Location.

\$10,000.00

* Intervention tracking

\$17,500.00

Recommended Support for Surveys

\$3,000.00

Subtotal

\$75,500.00

Tax (0%)

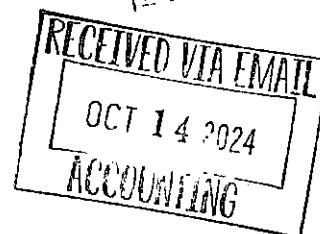
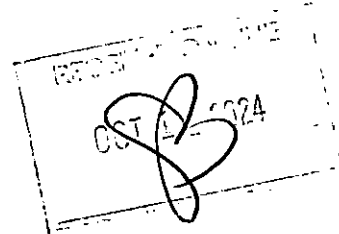
\$0.00

Total

\$75,500.00

Remittance Information

[REDACTED REMITTANCE INFORMATION]



INV12265

Panorama Student Success: CCSD



This proposal contains all details relevant to scope of work, pricing, and implementation as requested by Lisa Allison.



Proposal prepared by Liz Crayton
lcrayton@panoramaed.com | 252-292-5675

Panorama Student Success



Student Success is a tool that our teachers and interventionists use as a one-stop shop for data on academics, attendance, behavior, and SEL, as well as visibility into our district benchmarks and state assessments. It's been a great tool for our MTSS implementation."

→ Hear from **Mehlville School District (MO)**



Our partnership with Panorama has helped us reduce feelings of frustration and being overwhelmed as we work to implement our vision for the whole child and MTSS."

→ Hear from **San Angelo ISD (TX)**



→ **Hear more from our partners**

Proposed Partnership for CCSD

CCSD's Goals:

- Unify district, school, and student reporting—across academics, behavior, attendance, and SEL—for all educators to access.
- Implement a tiered framework such as MTSS to plan and manage student supports.

Our proposal:

Panorama Student Success is your all-in-one solution to scale consistent student supports with a MTSS frameworks across your district:

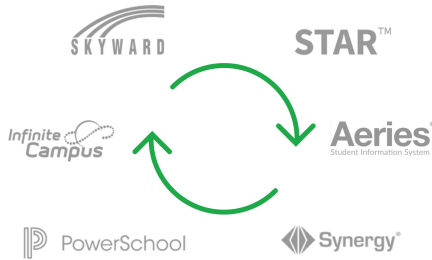
- Unify essential student data –across academics, attendance, behavior, and SEL – for a true, whole child approach to MTSS to drive student achievement
- Diagnose your MTSS strengths and areas for support with insightful district, school, and student dashboards
- Focus on the student supports that deliver improved outcomes with our comprehensive, streamlined intervention and progress monitoring tools



Panorama for Student Success:

- Student Success Platform
- Playbook
- Technical Support
- Training and Professional Development

Student Success Platform

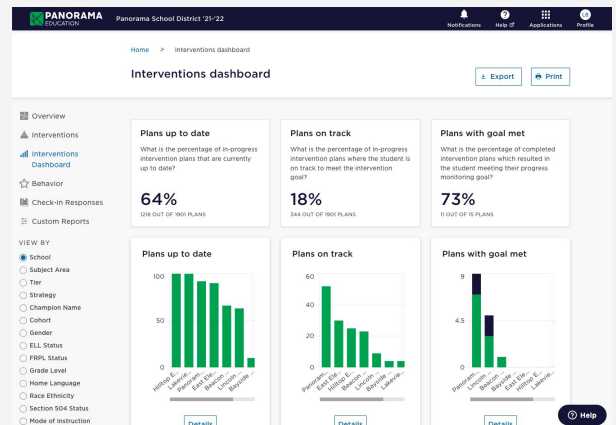


Work with the most up-to-date, comprehensive student data

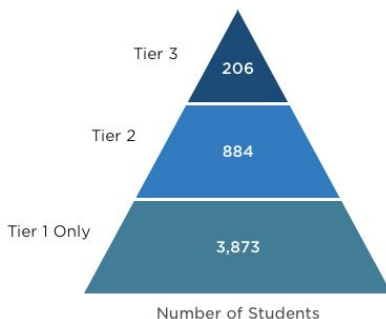
- Daily syncs with SIS, assessment, and behavior systems
- Assessment integrations that matters most to you at no additional cost.
- Bring together academic, attendance, behavior, and SEL data on a single platform

Understand your MTSS strengths and areas for support

- Easy-to-understand dashboards to assess impact and fidelity of your MTSS
- Full historical records for every student, including transfer students



Make data-informed decisions on MTSS resourcing to optimize student supports



- Time-saving tools to invest in strategies that strengthen Tier 1 supports and targeted, individualized interventions
- District-approved, research-based intervention recommendations to drive student outcomes
- Real-time intervention and progress monitoring tools to measure how students are responding to plans

SEL measurements and supports: Survey, Check Ins, and Playbook

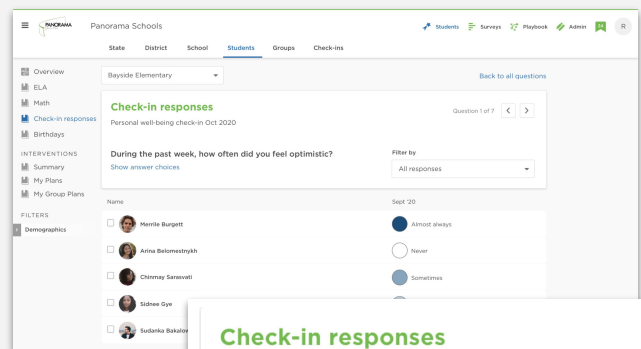


SEL data alongside academics, attendance, and behavior reporting

- Best-in-class student SEL survey administration and measurement
- Language translations available to increase accessibility and response rates

Check-Ins: A versatile supplement to student surveys

- Follow up on survey responses or to collect feedback between survey windows
- Add custom check-in questions or choose from a bank of multiple choice and freeform questions on interventions, well-being, and more



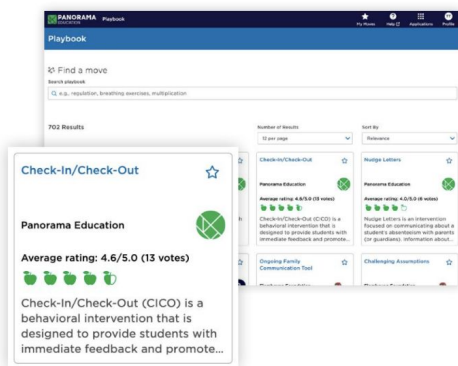
Check-in responses

Dec. Check-in

Have you been able to make any new friends this year? Why or why not?

Playbook: Move from understanding student data to taking action

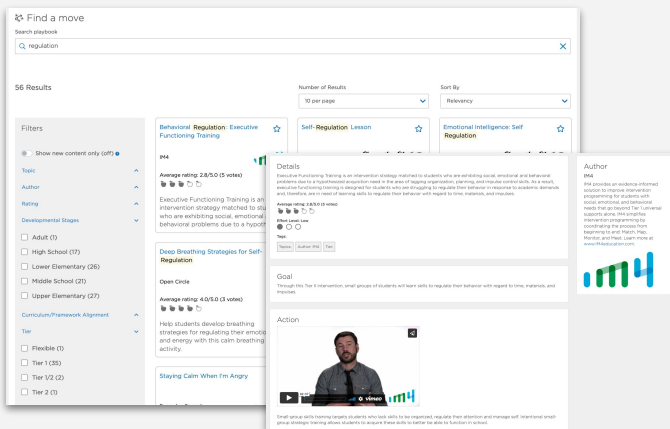
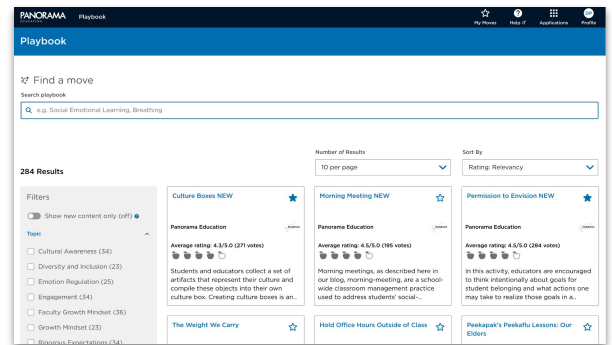
- 700+ academic, behavior, and SEL strategies that span all three MTSS tiers and developmental stages (K-12).
- Browse, search, and filter features to find the right evidence and research-based intervention strategies for your students.



Exclusive for Panorama Partners: Playbook

A Library of Academic, Behavioral and SEL Intervention Strategies

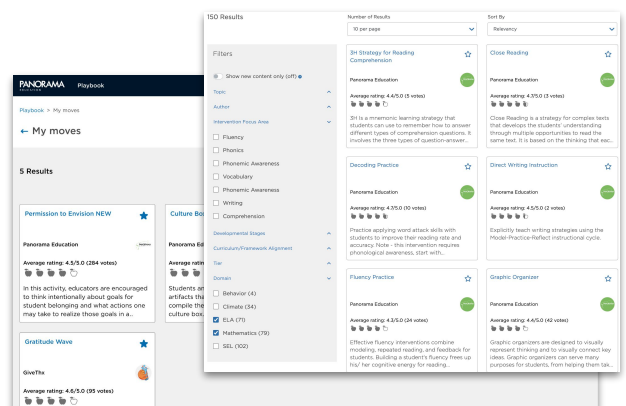
Playbook provides educators **800+ research and evidence-based interventions** for students. It is designed based on educator feedback and user testing to ensure it makes the process of learning about how to deliver intervention strategies efficient and easy.



Explore **80+ behavior interventions** and narrow your focus by using Playbook's search bar and filters. Educators can filter by tier, developmental stage, framework alignment, and more!

This carefully **curates your library of interventions** and builds educator capacity to approach behavioral supports through an asset-based lens.

Educators can explore **100+ academic ELA and Math interventions**. District leaders can curate a go-to list of tried and true interventions focused on fluency, comprehension, computation, problem-solving, phonics, writing, and more. Educators benefit from easy-to-follow instructions, with supplemental material included (when needed) to ensure interventions are carried out with fidelity.



Proposed Implementation Timeline: Integration, Launch, and Ongoing Support

Action	Date	Description
Contract Executed	April 30, 2024	<ul style="list-style-type: none"> Panorama and CCSD finalize project scope and both parties sign service order agreement.
Project Kickoff Call	Week of sign-by date	<ul style="list-style-type: none"> Panorama and CCSD come together for team introductions and initial project planning (SEL survey content, communication plan, data integration timelines)
CCSD provides Panorama access to data systems	Two Weeks After Sign-by Date	<ul style="list-style-type: none"> District technical team will provide Panorama with access via a direct access or SFTP to Powerschool in order to meet integration timeline
Integration	6-8 Weeks After Sign-By Date	<ul style="list-style-type: none"> Panorama's technical team completes data integration and configuration Panorama will work with CCSD technical team to troubleshoot any integration roadblocks
Preview for Leadership	6-8 Weeks After Sign-by Date	<ul style="list-style-type: none"> Panorama will preview the Student Success platform for CCSD leadership Make adjustments and troubleshoot any feedback from CCSD team
Initial Launch	Early July 2024	<ul style="list-style-type: none"> Initial District users gain access to Panorama. Panorama provides virtual training around platform navigation and action planning.

Proposed Student Success Pricing: Charleston County School District

Pricing Includes:

Student Success Platform

- Integration of Powerschool & standard filters into Student Success platform
- Integration of SCReady, SC Pass, and iReady into Student Success platform
- Intervention tracking
- Access to Student Success platform for teachers, student support staff, school administrators, and district administrators

Training & Professional Development

- Two District Data Inquiry Sessions
 - (Virtual Session, Up to 2 Hours, open to district support teams)
- One Executive Briefing for District Leadership
 - (Virtual Session, Up to 2 Hours, open to all end users)
- Access to On-Demand Resources and Training Support
 - (Panorama Playbook, Panorama Academy, Panorama Webinars)

Technical Support

- A dedicated Panorama point of contact who provides proactive technical support and guidance on Panorama's best practices
- Unlimited email support from Panorama's product support team for school / district personnel
- Option to join client-only training sessions and webinars, newsletters, etc.

Annual [PILOT] Partnership Cost:

\$75,500

Based on enrollment of up to 10,000 students.

\$360,650

Based on enrollment of 49,331 students.

About Panorama Education



Panorama Education is an independent, secure software platform that school districts use to first understand how each student is progressing in all aspects of their education—academics; life skills, behavior; social-emotional learning; college and career readiness—and then use that understanding to create and coordinate personalized support so that every student gets what they need to deserve to thrive.

Our products are grounded in research and evidence, used in 2,000 school districts in all 50 states, and built with a rigorous commitment to data security and privacy.



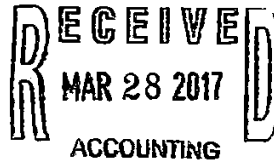
24 School Street, 4th Floor
Boston, MA 02108
www.panoramaed.com

Panorama Education
 109 Kingston Street, 5th Floor
 Boston, MA 02111
 (617) 221-7015
 finance@panoramaed.com
 www.panoramaed.com



INVOICE

BILL TO
 Charleston County School
 District
 3999 Bridge View Drive
 Accounting Department
 North Charleston, SC 29405



INVOICE # 997
 DATE 03/27/2017
 DUE DATE 04/26/2017
 TERMS Net 30

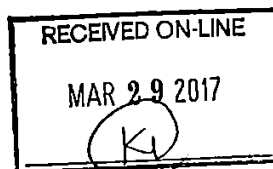
ACTIVITY	QTY	RATE	AMOUNT
Panorama Platform License Fee: Social -Emotional Learning Access to Platform and Support (as defined in the Terms and Conditions): Measure administration, analysis and reporting. • Social emotional learning measures. • Software License Fee based on \$1.50 X 6,000 total student enrollment.	1	9,000.00	9,000.00
Project Management	1	2,000.00	2,000.00
Key Insights Report	1	1,000.00	1,000.00
Train-the-Trainer or Data Inquiry and Action Planning Workshop	1	3,000.00	3,000.00

Purchase Order # 01702522

BALANCE DUE

\$15,000.00

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]



Proposed Partnership



Consultations

Our experts meet with leadership teams to understand context, present the key findings in your data, facilitate a process of prioritization, and guide determination of next steps for student and adult support.



Executive Briefings

Our team curates and presents insights from your data including recommended focus areas and action steps aligned to your priorities.



Customized Session Design

Our team will work with you to design a customized learning experience that aligns Panorama to existing frameworks within your district and meets your community-specific needs. Please inquire around our team's preparedness to lead learning on a topic outside of the core offerings outlined above.



Panorama advisors are very good at strategically guiding the conversation and helping to build an action plan for our team.

-Richard Underhill
Principal, Garden Grove Elementary
(Simi Valley Public Schools)



Strategic Advising Partnership

Annual Cost

Comprehensive Support

+\$88,000

Details

Student SEL & Wellbeing

- *SEL Check-Ins*

Professional Development & Support

- *Strategic Advising with Panorama (Bi-weekly communication)*
- *20 Schools for consultations (2x per year)*
- *10 additional customizable PD opportunities (virtual)*
- *District Synthesis for Content Selection*
- *Executive Briefing of Findings*

Panorama Training Overview

Panorama deeply values our partnership with Charleston County School District and is excited to support the district to understand stakeholder perception data, analyze this data alongside other traditional metrics, and guide participants toward meaningful action to improve culture, climate and overall student outcomes. In this document, Panorama proposes a variety of professional development options to support these goals. In our work together we will keep equity and inclusion at the center of our focus, working to ensure that educators are able to access data that helps to create safe and equitable experiences for each and every student.

Training Goals



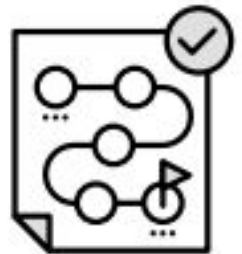
- Equip all Charleston County School District educators with the knowledge, skills and tools necessary to understand, analyze, and take action on perception data.
- Use SEL, culture, climate and Equity perception data to further district-wide strategic priorities, and school-based improvement goals.
- Embed SEL, culture, climate and Equity perception data into existing MTSS structures within the district, schools and classrooms.
- Apply student-centered inquiry practices through the integration of trauma-informed practices and culturally responsive strategies.

Comprehensive Approach

Panorama is excited to deliver trainings for a variety of roles across the district, ranging from district and department leaders, SEL specialists, school leaders, school counselors, school MTSS teams, and even teachers.

Panorama will work with Charleston County School District to schedule trainings when they will deliver the greatest impact to attendees, and ensure a cohesive experience with this data throughout the school year.

Panorama's team of expert facilitators are able to customize all sessions to meet the needs of the district and users. This may mean live virtual sessions, pre-recorded modules, live working sessions, etc. Our team is here to ensure Wylie educators receive the support they need to use this data for impact.



Panorama Training Models

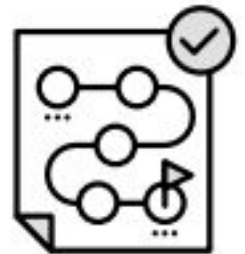
Data-Inquiry Sessions



- Equip Charleston County School District educators with the knowledge, skills and tools necessary to understand, analyze, and take action on perception data.
- Use SEL, culture, climate and Equity perception data to further district-wide strategic priorities, and school-based improvement goals.
- Embed SEL, culture, climate and Equity perception data into existing MTSS structures within the district, schools and classrooms.
- Apply student-centered inquiry practices through the integration of trauma-informed practices and culturally responsive strategies.

School-Based Consultations & Coaching

- Customized, 90-120 minute coaching session with school or district teams to analyze Panorama data, apply local context, and begin to plan for success.
- Panorama advisor will work with a group of decision-makers to identify areas for growth and plan for the path forward, based on data insights and perceptions. This often takes place at the school-level in order to provide targeted support to specific campuses.
- Administrators leave with drafted action plans to and next steps to address identified priority areas.



Executive Briefings



In addition to live or recorded sessions for users, Panorama's Strategic Advising team can develop briefing session(s) for executive cabinet members and/or the board of education. These sessions would focus on insights based on the district-wide data, and is presented alongside tailored recommendations.



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

Invoice
#INV7096
09/27/2021

Bill To

Charleston County School District (SC)
75 Calhoun St
Charleston SC 29401
United States

0133

TOTAL

\$88,000.00

Due Date: 10/27/2021

Emailed - 9/30 R. Nozette

Terms	Due Date	PO #	Sales Rep	Shipping Method	Partner
Net 30	10/27/2021	2201737	Donovan, Caleb		

Description	Amount
Customized professional learning plan, inclusive of in-depth professional development support and a variety of supportive services.	\$15,000.00
Virtual PD session up to 2 hours in length for up to 50 participants (larger groups are supported for webinar-style facilitation).	\$15,000.00
Customized coaching session to help leadership teams understand, prioritize, and act on data.	\$30,000.00
Panorama Platform License Fee: Check-in Surveys	\$25,000.00
Includes curation and in-person presentation of insights from data, including recommended focus areas and action steps aligned to priorities.	\$3,000.00

V# 50310
R3

Subtotal	\$88,000.00
Tax (0%)	\$0.00
Total	\$88,000.00

FL

Remittance Information

[REDACTED]

[REDACTED]

[REDACTED]



INV7096

Bill To**Charleston County School District**

3999 Bridge View Drive
North Charleston, SC 29405
Accounting Department

Procurement Services (843) 566-8138
Procurement Services Fax (843) 566-1972
Accounting Department (843) 566-7260

Vendor

PANORAMA EDUCATION, INC
AUTO E-MAIL
24 SCHOOL STREET, 4TH FLOOR
BOSTON, MA 02108

Purchase Order

Fiscal Year 2022

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order #

2201737

DELIVERY MUST BE MADE AT SPECIFIED LOCATION

ORIGINAL**Ship To**

ALTERNATIVE PROGRAMS
4720 JENKINS AVE
NORTH CHARLESTON, SC 29405
Phone: {843} 745-7150

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	TYPE	DELIVERY REFERENCE
617-359-8123	617-841-7647	2616		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	BUYER NAME	DEPARTMENT/LOCATION
09/29/2021	50310		Wayne Wilcher	ALTERNATIVE PROGRAMS
NOTES				

EDUCATIONAL/TRAINING SERVICES

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ANY PRICE CHANGES OR FREIGHT CHARGES NOT LISTED ON THIS PURCHASE ORDER MUST BE APPROVED IN ADVANCE BY PROCUREMENT SERVICES. PLEASE CALL 843 566-8138 OR FAX 843 566-1972. ANY OTHER QUESTIONS CONTACT SHIP TO ADDRESS. TERMS ON BACK
EXEMPTION 710.1.5 EDUCATIONAL SERVICES

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	COMPREHENSIVE SUPPORT GL Account: 338 -0133-2230-311 -	1.0	EACH	\$88,000.00	\$88,000.00

IMPORTANT: Read Terms and Conditions provided on back of this copy as part of this Purchase Order.

Total Ext. Price	\$88,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

PROCUREMENT OFFICIAL

Purchase Order Total**\$88,000.00**

Vendor Copy