



**BOARD OF EDUCATION OF HOWARD COUNTY  
MEETING AGENDA ITEM**

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**TITLE:** Bids and Contracts **DATE:** October 5, 2021

**PRESENTER(S):** Douglas Pindell, Purchasing Director

**Strategic Call to Action Alignment:** Operations and practices are responsive, transparent, fiscally responsible and accountable, with students at the heart of all decisions.

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**OVERVIEW:**

<u>Exhibit</u>	<u>Description</u>	<u>Amount</u>
<b>PC-15 PROFESSIONAL LEARNING OF THE SCIENCE OF READING</b>		
	Voyager Sopris Learning, Inc.	\$25,960.00
<b>PC-07 SOCIAL-EMOTIONAL WELL-BEING UNIVERSAL SCREENING SOLUTION</b>		
	Panorama Education, Inc.	\$116,750.00

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PC-Competitive solicitations issued by the Procurement Office.

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**RECOMMENDATION/FUTURE DIRECTION:**

It is recommended that the Board approve the bid award recommendations in the amounts listed.

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<b>SUBMITTED BY:</b>	<b>APPROVAL/CONCURRENCE:</b>
<u>Douglas Pindell</u> Purchasing Director	<u>Michael J. Martirano, Ed.D.</u> Superintendent
<u>Darin Conforti</u> Executive Director of Budget	<u>Karalee Turner-Little</u> Deputy Superintendent
<u>Jahantab Siddiqui</u> Chief Administrative Officer	<u>Scott W. Washington</u> Chief Operating Officer

**PROFESSIONAL LEARNING OF THE SCIENCE OF READING****RFP #043.21.B1**

## Fact Sheet

1. A Request for Proposal (RFP) was issued and posted on the HCPSS Purchasing website and on eMaryland Marketplace Advantage as required by the State of Maryland requesting interested firms to submit proposals to provide professional learning that will focus on current research of literacy development and the science of reading for the Howard County Public School System Office of Elementary Language Arts as defined in the solicitation.
2. Responses were received from the firms listed below:
 

<ol style="list-style-type: none"> <li>1. Academy in Manayunk                DbA AIM Academy                1200 River Road                Conshohocken, PA 19428                Pathways to Proficient Reading \$650/teacher                Pathways to Structured Literacy Course                    \$950/teacher</li> <li>2. Reading and Language Art Center Inc.                DbA Brainspring                1409 Allen Dr., Ste F                Troy, MI 48083                Phonics First Level (K-5) stream \$1,095                Structures Level I (6-12) In-person \$1,245</li> <li>3. Institute for Multi-Sensory Education, LLC                24800 Denso Dr., Ste 202                Southfield, MI 48033  <table border="0" style="width: 100%;"> <tr> <td>Participants</td> <td>Cost per Teacher</td> </tr> <tr> <td>10-14</td> <td>\$1,059.29</td> </tr> <tr> <td>35-39</td> <td>\$997.64</td> </tr> </table> </li> </ol>	Participants	Cost per Teacher	10-14	\$1,059.29	35-39	\$997.64	<ol style="list-style-type: none"> <li>4. Keys to Literacy, LLC                319 Newburyport Turnpike, Ste 205                Rowley, MA 01969                Daily rate for initial training-virtual \$2,700                Daily rate for initial training-in person \$3,300                Hourly rate \$600</li> <li>5. TNTP, Inc.                500 7<sup>th</sup> Ave., 8<sup>th</sup> Floor                New York, NY 10018                In-person synchronous \$6,845/participant                Virtual asynchronous \$6,977.60/participant</li> <li>6. Voyager Sopris Learning, Inc.                17855 Dallas Pkwy, Ste 400                Dallas, TX 75287                Letrs Course Lic.- 40 participants \$349/ea.                Letrs In-Person Training \$3,000/day</li> </ol>
Participants	Cost per Teacher						
10-14	\$1,059.29						
35-39	\$997.64						
3. An evaluation committee consisting of Sara Webster, (Title I Resource Teacher), Stephanie Geddie, (Early Childhood), and Joanna Kasda, (Support Teacher-DLES) reviewed each proposal based on compliance with the professional learning content, various models offered, instructional materials, college credits and accreditation by the International Dyslexia Association (IDA) and costs. The firms ranked as follows:

<u>Firm Name</u>	<u>Rank</u>
Voyager Sopris Learning, Inc.	1
Institute for Multi-Sensory Education, LLC	2
Keys to Literacy, LLC	3
Academy in Manayunk DbA AIM Academy	4
TNTP, Inc.	5
Reading and Language Art Center Inc. DbA Brainspring	6

4. In conformance with the Board of Education Policy #4050, it is recommended that Voyager Sopris Learning, Inc. be awarded the contract as the highest ranked firm. The estimated total value for these services per training session is \$25,960.00 (\$349.00 per teacher and \$12,000 for in-person training). The training will be for a cohort of 40 teachers to attend the 4 days face-to-face sessions. The expectation is to train Kindergarten teachers for SY 21/22, first grade teachers for SY22/23 and second grade teachers for SY23/24. The initial term of the agreement is for one year with five (5) additional one-year renewals subject to available funding and satisfactory performance. This firm is in good standing with the State of Maryland.
5. Approval of this contract requires \$25,960.00 of available budget authority. Budget authority has been approved in FY 2022 utilizing ESSER II grant funding for this contract cost.

**SOCIAL-EMOTIONAL WELL-BEING UNIVERSAL  
SCREENING SOLUTION  
RFP #011.21.B5**

Fact Sheet

1. This Fact Sheet and recommendation were originally presented to the Board of Education on September 2, 2021. The action was tabled with the direction to address additional questions and to resubmit the recommendation at the next Board of Education meeting. The information below is the original information supplemented with the attached Exhibit A and Contract document.
2. A Request for Proposal (RFP) was issued to solicit proposals from qualified firms to administer and score a Social-Emotional Well-Being Universal Screening (Solution). The Howard County Public School System (HCPSS) is seeking a three-year roll-out of a social-emotional well-being screening in fifth, seventh and ninth grades. Critical components of the screening tool include research-based development; software for administration and scoring; individual, school, and district reporting; school-based intervention recommendations; confidentiality and data privacy; and service and support.
3. The scope of services will be to provide an online tool, not currently available, that we will be able to personalize for HCPSS. It is fully FERPA and COPPA compliant and access to the data will be limited based on role-based permissions. Content offers many accessibility options and is grade-level appropriate.
4. The Howard County Public School System issued an RFP to establish a contract with a qualified firm to provide Social-Emotional Well-Being Universal Screening. The solicitation was posted on the HCPSS Purchasing website and eMaryland Marketplace Advantage as required by the State of Maryland. Proposals were received from the following six companies:
 

CompuClaim, Inc.	Nasco Education LLC
Illuminate Education, Inc.	Panorama Education, Inc.
Mosaic Network, Inc.	Rethink Autism, Inc. (Rethink Ed)
5. An evaluation committee evaluated all proposals for critical components and pricing in accordance with RFP requirements. The committee was comprised of Caroline Walker (Executive Director - Program Innovation and Student Well-Being), Lisa Davis (Director – Program Innovation and Student Well-Being), Stephen Dolney (Acting Director of Strategy and Data Privacy), Cynthia Schulmeyer (Coordinator of Psychological Services), Consuela Robinson (Instructional Facilitator for Social Work), Andrea Portnoy (Instructional Facilitator of School Counseling) and Audra Agnelly (Learning Management System Administrator).
6. Based on the recommendation of the committee, HCPSS invited four firms to present their solutions. Best and Final Offers were then requested from three of these firms for professional services and software necessary to administer and score the social-emotional well-being screener for the initial three (3) year contract term. Results are as follows:

<u>Company</u>	<u>Best and Final Offer 3-Year Total</u>
Illuminate Education, Inc.	\$101,600.00
Mosaic Network, Inc.	\$169,491.00
Panorama Education, Inc.	\$116,750.00

7. The Department of Program Innovation and Student Well-Being will begin implementation with all students in Grade 7. We will then add Grade 9 in the next year, and then Grade 5 in the third year. This screener will provide information that will allow us to support individual students as well as information that will support our work at a school and district level as we continue to build support for schools and students in the areas of social-emotional learning, trauma-informed practices, restorative justice, etc.
8. In conformance with Board of Education Policy #4050, it is recommended that the Board of Education award a contract to Panorama Education, Inc. for a total three (3) year amount of \$116,750.00. Panorama Education was selected by the evaluation committee as their proposal best aligns with the HCPSS Strategic Call to Action, focuses on positive well-being, and most efficiently and effectively selects screener items that address impact of Social-Emotional Learning, technical integration with existing systems, library of interventions, and connection to existing HCPSS initiatives. This firm is in good standing with the State of Maryland.
9. The initial contract term shall be for three (3) years. Funding for years 2 through 3 will be subject to funding appropriations. HCPSS may solely authorize three (3) additional one-year terms pending successful performance and availability of funds.
10. Approval of this contract requires \$116,750.00 amount of available budget authority for year one. Budget authority has been approved in the FY22 Grant Fund budget, Trauma & Behavior Health Grant for this contract cost.

Bids and Contracts

PC-07 SOCIAL-EMOTIONAL WELL-BEING UNIVERSAL SCREENING SOLUTION

Supplemental Information

1. What happens to the data if the company awarded is sold?

Response: The solicitation and the resulting contract has language that if the company is sold the contractor will immediately return or provide evidence of destruction of all Board data (Article II Terms and Conditions: #4).

In addition, the signed Data Sharing Agreement, item #K, requires the vendor to return or securely destroy all school system data held by the vendor or any of its subcontractors, or agents.

2. What is the parental “opt-in/opt-out” status?

Response: Panorama recommends that districts opt students into the survey by default and remove students whose parents/guardians do not want their child to participate in the survey. The social-emotional well-being survey is a wellness check designed to address the impact of Social Emotional Learning and assess the need for further interventions or supports. It is not a mental health assessment nor does it result in a diagnosis.

3. Does the contractor Panorama Education, Inc. have an Institutional Review Board (IRB)?

Response: Panorama does not have an Institutional Review Board (IRB). The Research Team completes training on ethics of research with human subjects. Panorama utilizes aggregated statistics (e.g. averages, correlations) across many clients and does not publish information on which clients the data come from or report results for a specific district, school or individual student. As outlined in the Panorama Privacy Policy, attached, the research purposes include testing new tools, performing validity studies, developing new product features and making other usability improvements. HCPSS may be omitted from Panorama’s research.

4. Has the contractor, Panorama Education, Inc. provided data management plan to describe how they handle digital data both during research and after a project is completed?

Response: The district owns the data sent to Panorama and can request to have their identifiable data deleted from Panorama’s systems when the contract or project is completed. Panorama uses media sanitization techniques consistent with industry standards (such as practices indicated by NIST) when disposing personal information belonging to a client.

5. Has the contractor Panorama Education, Inc. provided quality monitoring plan to ensure security of data, confidentiality of data, quality assurance, transfer of information, and storage of data for the contractor and their potential subcontractors?

Response: Panorama’s Privacy Policy states that the company uses security safeguards such as physical access controls to buildings and files, data encryption, Secure Sockets Layer (SSL) cryptography, two-factor authentication and firewalls to help prevent unauthorized access. Panorama’s servers are located in the United States. The response document from Panorama’s Legal Department further reports that the company conducts privacy and security training for all new employees and annual privacy and security training for all employees. It also conducts background checks on all employees who provide services to clients.

6. What measures will be taken to maximize informed consent?

Response: As indicated in #2 above Panorama recommends the district to opt in students to the survey and only remove students whose parents/guardians do not want their child to participate. This will allow for a higher response rate and a more representative response thus better identifying the need for further intervention and supports.

In order to inform families, HCPSS will communicate with all parents/guardians re: the purpose of the survey, the time it takes to complete the survey, how the survey results will be utilized and how the results of the survey will be shared with parents, school and community.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **AGREEMENT # 011.21.B5**

THIS AGREEMENT is entered into this \_\_\_ Day of \_\_\_\_\_ 2021, effective as of this date, by and between the Board of Education of Howard County (hereinafter referred to as the "Board") and Panorama Education, Inc., 24 School Street, 4<sup>th</sup> Floor, Boston, MA 02108, (hereinafter referred to as the "Contractor").

### **RECITALS**

WHEREAS, the Contractor submitted a proposal to RFP #011.21.B5 issued by the Board and has been selected to perform professional services in accordance with the terms and conditions expressed in the RFP;

WHEREAS, the Board desires the Contractor to perform certain work and services, on the terms and conditions herein set forth and the Contractor is ready, willing, and able to perform such work and services as needed and assigned; and

WHEREAS, this Agreement shall be administered by the Contract Manager or such other persons designated by The Board of Education.

NOW, THEREFORE, in consideration of the promises contained herein and the promises, each to the other made, the parties hereby agree as follows:

#### **ARTICLE I - CATEGORY OF WORK AND SERVICES**

1. The work and services to be performed by the Contractor shall be in accordance with the following documents:

Request for Proposal No. 011.21.B5, and Panorama Education, Inc. proposal dated November 18, 2020.

#### **ARTICLE II - TERMS AND CONDITIONS**

Contractor agrees to perform the work and services required under this Agreement in accordance with RFP #011.21.B5, whose provisions for professional services are incorporated herein by reference and the modifications listed below with this document, the referenced documents shall govern the Agreement between the parties in that order.

1. Data Privacy Agreement, as attached
2. Section 2, Terms and Conditions: #3 - Neither party may assign this Agreement without the prior written consent of the other party.
3. Section 3, Special Terms and Conditions: #9-Confidential Information, is amended to provide that the Contractor shall protect and limit the distribution of Board data and information in accordance with the Data Privacy Agreement and all privacy laws and this requirement will survive the expiration or termination of the Agreement.
4. Company shall notify HCPSS 30 days prior to any sale or transfer of the Company or assignments of this contract. Contractor shall upon demand immediately return or provide evidence of destruction of all Board data if the company is sold, transferred or assigned consistent with industry standards.
5. Contractor affirms that the scope of services under this contract are not subject to an Institutional Review Board (IRB). It is agreed that if the research provided exceeds the scope of services required under this Agreement and are subject to an IRB, the Contractor shall comply with IRB requirements prior to any research.

#### **ARTICLE III - TERM OF AGREEMENT**

The initial contract term shall be for three (3) years. Funding for years 2 through 3 will be subject to funding appropriations. HCPSS may solely authorize three (3) additional one-year terms pending successful performance and availability of funds.

#### ARTICLE IV - PAYMENTS AND SCHEDULE OF PAYMENTS

1. The Contractor shall receive compensation within 30 days of invoice date.
2. Payment shall be made in accordance with the provisions set forth in section 5.1.

#### ARTICLE VI - INSURANCE

The Contractor agrees to and has complied with the insurance requirements set forth in the RFP and as modified per the attached.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above-written.

#### BOARD OF EDUCATION OF HOWARD COUNTY

Signature:	_____	_____
	Chao Wu, Ph.D., Chair Board of Education of Howard County	Date

Signature:	_____	_____
	Michael Martirano, Ed. D., Superintendent of Schools	Date

Firms Signature:	_____	_____
	Authorized Person at Firm	Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Typed Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Telephone Fax

WITNESS:	By:	_____	_____
		Signature	Date

\_\_\_\_\_  
Print Name

**CLIENT DATA SHARING AGREEMENT:****APPLICABLE TO HOWARD COUNTY PUBLIC SCHOOL SYSTEM USERS/MEMBERS**

This is an agreement between Panorama Education ("VENDOR", or "Company") and the Howard County Public School System ("HCPSS," "System," or "CLIENT") for term beginning on to be determined and ending on to be determined.

name of company date date

HCPSS, as a Government entity, is required when entering into agreements with other parties to follow all applicable laws and regulations, including those related to data privacy and security; accessibility; and records retention. Accordingly, the VENDOR's Terms of Service (TOS) are hereby modified by this Amendment as they pertain to HCPSS's use of the Company's Site and/or Services.

- A. **Purpose of the Agreement:** Under this agreement, the VENDOR will be providing the following services:  
Universal screening for social-emotional learning, including screener design, administration, data analysis and reporting, and professional services and training.  


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- B. **Definition of "CLIENT DATA":** Under this agreement, CLIENT DATA is defined as: (1) all Personally Identifiable Information (PII) contained in a student's "education record" as defined by the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99); and (2) other non-public information that include, but are not limited to: personally identifiable personnel data, personally identifiable student data, personally identifiable metadata, and personally identifiable user content.
- C. **Data Collection and Use:** VENDOR will collect and use CLIENT DATA only for the purpose of fulfilling its duties and providing services under this Agreement as defined in Section A, and for improving services under this Agreement.
- D. **Education Records:** If VENDOR will have access to "education records" as defined under the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99), the VENDOR acknowledges that for the purpose of this Agreement it will be designated as a 'school official' with 'legitimate educational interests' and will use the data only for the purpose of fulfilling its duties under this Agreement.
- E. **Data De-Identification:** VENDOR may use de-identified Data for product development or other internal purposes only. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to: name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, VENDOR agrees not to attempt to re-identify de-identified Data.
- F. **Data Mining, Marketing and Advertising:** Except as indicated in Section E above, VENDOR is prohibited from mining CLIENT DATA for any purposes other than those agreed to by the parties. **Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Any and all forms of advertisement, directed towards children, parents, guardians, or District Employees will be strictly prohibited unless allowed with express written consent of the**

**District.**

- G. **Modification of Terms of Service:** VENDOR will not change how CLIENT DATA are collected, used, or shared under the terms of this Agreement in any way without advance notice to the CLIENT. This Agreement is the entire agreement between the CLIENT (including all District end users) and the VENDOR. All other agreements or understandings, whether electronic, click-through, verbal or in writing, with District Employees or other End Users shall be null and void.
- H. **Data Sharing:** VENDOR will not share CLIENT DATA with or disclose it to any third party, except to affiliated subcontractors, agents, or third-party service providers of the VENDOR as required to fulfill the purpose of this agreement, without prior specific and informed written consent of the CLIENT, except as required by law.
- I. **Data Storage:** CLIENT DATA will not be stored outside of the United States without prior, specific and informed written consent from the CLIENT.
- J. **Data Deletion:** Upon termination or completion of the Services hereunder and at the request of the CLIENT, VENDOR will delete the CLIENT DATA, provided that VENDOR may maintain archival copies for audit purposes and dispute resolution purposes. If VENDOR maintains archival copies of CLIENT DATA, VENDOR shall remain under the contractual obligations of this agreement regarding the maintenance and use of CLIENT DATA. This Section shall survive the termination of this Agreement.
- K. **Terms, Data Transfer, Survival and Destruction:** The CLIENT may immediately terminate the Agreement if the CLIENT determines the VENDOR has breached this Agreement. The Agreement will automatically terminate at the expiration date. However, the VENDOR's obligations shall survive termination of this Agreement until ALL CLIENT Data has been returned and/or securely removed or destroyed. VENDOR will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the VENDOR may have transferred Data, are destroyed.
- L. **Rights and License:** All goods, products, materials, documents, reports, writings, video images, photographs, papers and intellectual property of any nature including software or computer images prepared by the VENDOR (or subcontractors) for the CLIENT or from CLIENT-provided material will not be disclosed to any other person or entity and remains the property of the CLIENT. All student-produced work remains the property of the CLIENT or that eligible student. The VENDOR has a limited, nonexclusive license to the data described herein solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give VENDOR any rights, implied or otherwise, to CLIENT Data, content, or intellectual property, except as expressly stated in the Agreement, including any right to sell or trade CLIENT Data. VENDOR will not use CLIENT's NAME or CLIENT DATA in any publications, without prior and specific writing authorization from the CLIENT. No part of this clause will prevent the VENDOR from sharing its open educational resources developed for public distribution on its platform.
- M. **Access:** Except as otherwise expressly prohibited by law, the VENDOR will immediately notify the CLIENT of any subpoenas, warrants, or other legal orders, demands or requests, including Audits, and governmental requests and demands, received by the VENDOR seeking CLIENT Data. If the CLIENT receives a similar request, the VENDOR will promptly provide the CLIENT with a copy of official request and the records or information required by the CLIENT to respond.
- N. **Security Controls and Risk Management:** VENDOR will store and process CLIENT Data in accordance with

industry best practices. This includes appropriate administrative, physical, and technical safeguards to: 1) ensure the security and confidentiality of CLIENT DATA; 2) protect against any anticipated threats or hazards to the security or integrity of CLIENT DATA; 3) protect against unauthorized access to or use of CLIENT DATA that could result in substantial harm or inconvenience to any customer or to any client employee and/or student; and 4) dispose of CLIENT DATA Information in a secure manner.

1. To comply with the safeguard obligations generally described above, VENDOR has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of CLIENT DATA that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such data, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures.
  2. VENDOR will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. VENDOR will also have a written incident response plan, to include prompt notification of HCPSS in the event of a security or privacy incident, as well as best practices for responding to a breach of PII.
- O. **Data Breaches:** VENDOR shall notify CLIENT in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after VENDOR has either actual or constructive knowledge of a breach which affects the confidentiality, integrity, and/or availability of CLIENT's DATA (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. VENDOR shall have actual or constructive knowledge of an Incident if VENDOR actually knows there has been an Incident or if VENDOR has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. VENDOR shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. VENDOR shall promptly take appropriate action to mitigate such risk or potential problem at VENDOR's expense. In the event of an Incident, VENDOR shall, at its sole cost and expense, restore the Confidential Information, to as close its original state as practical, including, without limitation any and all Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.
- P. **Employee and Subcontractor Qualifications:** VENDOR shall ensure that its employees and all subcontractors who have potential access to CLIENT DATA possess all needed qualifications to comply with the terms of this Agreement. Further, all employees and subcontractors are subject to the same FERPA compliance in relation to the 'school official' designation, and shall be trained that the re-disclosure of PII and/or Confidential Information will violate federal and state laws and may result in criminal and/or civil penalties.
- Q. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of Maryland, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the appropriate Maryland Court. VENDOR will comply with Maryland Education Code ANN. § 4-131, "Operators of School Internet Web sites, Online Services, Online Applications, and Mobile Applications." VENDOR agrees to be bound as an "operator" under the law regardless of the VENDOR's exemptions that may exist in Maryland Education Code ANN. §

4-131(a)(3).

- R. **Compliance:** In addition to complying with FERPA and the Maryland Education Code cited above, the VENDOR shall ensure that its products and services comply with the Federal Protection of Pupil Rights Act (34 CFR Part 98), the Federal Children's Internet Protection Act (47 CFR 54.520), and the Federal Children's Online Privacy and Protection Act (16 CFR Part 312).
- S. **Indemnification:** VENDOR agrees to indemnify and hold harmless the Board of Education of Howard County for any damages or costs, including reasonable attorney's fees, which arise out of any negligence or misconduct by VENDOR, its agents and employees concerning its obligations under the terms of this Data Sharing Agreement.
- T. **Limitation of Liability:** VENDOR shall be liable for any and all damages, costs and attorneys' fees which CLIENT may incur as a result of any claims, suits and judgments against CLIENT which arise out of any breach of this Agreement of the VENDOR, its employees, servants, representatives or agents under the term of this Agreement.
- U. **Monitoring:** VENDOR agrees to allow CLIENT the ability to audit VENDOR's use of CLIENT DATA to ensure compliance with the terms of the Agreements.

***Signatures are on the next page.***

CLIENT:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Howard County Public School System  
10910 Clarksville Pike  
Ellicott City, MD 21042

VENDOR:

By:

*Katie Mallett*  
\_\_\_\_\_  
Signature

Katie Mallett  
\_\_\_\_\_  
Printed Name

COO  
\_\_\_\_\_  
Title

11 / 17 / 2020  
\_\_\_\_\_  
Date

Panorama Education, Inc.  
\_\_\_\_\_  
Vendor Name

24 School Street, Fourth Floor  
\_\_\_\_\_  
Address

Boston  
\_\_\_\_\_  
City

MA  
\_\_\_\_\_  
State

02108  
\_\_\_\_\_  
Zip Code



## Panorama's Privacy Policy

# Our Commitment to Privacy

Panorama Education (“Panorama,” “we,” “our,” or “us”) cares deeply about privacy, and we recognize that it is important to the educators, students, and parents we serve. We strive to be as transparent as possible in our privacy and security practices. We offer schools a technology product that they can use to survey their students, parents, teachers, and staff, and to analyze the responses and related information (the “Services”). The analysis we provide to schools helps them to improve their students’ educational experience. This Privacy Policy explains how this information is gathered, used, and shared as we provide our Services.

We use the information we gather to help schools and teachers improve. We do not sell or rent any information for marketing purposes.

## USEFUL TERMS

A “School” refers to a school district or other educational organization.

“Personal Information” means information that, alone or when in combination with other information, may be used to readily identify, contact, or locate an individual, such as: name, address, phone number, school ID number, or email address, as well as information that our Services might associate with such information.

Personal Information does not include information that cannot readily be used to identify specific individuals, such as aggregated survey responses or research data sets that have had identifying information removed.

“Education Information” means information gathered from students, parents, teachers, and staff, and information provided to us by Schools. Education Information may include Personal Information.

## HOW WE GATHER INFORMATION

**Information from Schools.** When a School uses the Panorama Services, it may share Education Information with us, such as student rosters and parent or guardian contact information. We treat this information as confidential, and its use is limited by this Privacy Policy as well as by our agreements with Schools.

**Information from Students, Parents, Teachers, and Staff.** We may gather information directly from students, parents, teachers, and staff through the use of surveys and related tools, which are part of our Services to Schools. That information may include or be closely tied to Personal Information if it is necessary to provide the Services requested by Schools.

**Customer Support.** We may receive Personal Information through communications to our customer support team. This information may help us provide faster and more effective support.

**Automated Technologies.** We may gather and store information that is generated automatically during user interactions with our websites or emails we send. This information may include IP addresses and information stored in cookies (small text files placed in visitors' computer browsers) and similar technologies. We use information gathered in this way to enhance our users' experiences—for example, to remember when users are already logged in to our websites so they do not need to log in again. Most browsers have an option to block or delete cookies, though this may affect the use of our Services. In some cases, we use outside parties to provide these services for us—for instance, we use Google Analytics to count the number of people who visit our website.

**Children's Information.** We do not gather Personal Information from children under the age of 13, as defined by applicable law, unless we believe we have legal permission to do so, as indicated by Schools acting on behalf of parents or guardians. We require our Schools to obtain any necessary parental consent or provide any required disclosures to parents or guardians. We will gather information from students directly only as requested by a School and only for the purposes of providing our Services to the School. If you believe we have unknowingly gathered a child's information without the appropriate consent, please contact us immediately at [privacy@panoramaed.com](mailto:privacy@panoramaed.com).

**User Accounts.** Some users access our Services through user accounts. We may collect and use Personal Information, such as email addresses or usernames, to create and differentiate any user accounts used to access our Services.

By using our Services, users authorize us to gather, parse, and retain information as described in this Privacy Policy.

## HOW WE USE EDUCATION INFORMATION

**To Administer Surveys for Schools.** We ask only for information that we believe is necessary to provide our Services. This information may include email addresses for students, teachers, and staff members (and sometimes snail mail addresses where necessary to make sure everyone can participate); class roster information; and student demographic information. We use this information in order to configure surveys correctly and to administer them efficiently and accurately.

**To Provide Reports.** Panorama uses Education Information to provide Schools with reports that help them improve students' educational experiences. We distribute reports in conjunction with Schools to ensure that only the intended audiences have access to reports.

**For Research and Development.** We may use Education Information, including Personal Information, for research and development purposes as we try to share best practices with the education community and improve the tools we offer to Schools. These research and development purposes could include testing new tools to include in reports, performing validity studies, developing new product features, and making other usability improvements. We may also use anonymized and/or aggregated Education Information for other purposes with permissions from our Schools.

## HOW WE SHARE INFORMATION

**With the School that Commissioned Our Services.** We share information gathered from students, teachers, parents, and staff with this School. At the School's request, we can export this information from our system to the School, or make reasonable efforts to destroy or otherwise render the information inaccessible.

**As Required by Law or to Ensure Safety.** We may be required to disclose, access, and/or preserve information in order to comply with law enforcement requests and legal process. We may also do so to protect users', our, or others' rights, property, or safety.

**With Our Service Providers.** When necessary, we share limited information with other organizations so that they can help us provide our Services. For instance, when we mail paper surveys home to families, we provide student addresses to the U.S. Postal Service so they can deliver the surveys to households.

**As Part of a Merger, Sale, or Other Asset Transfer.** We can't predict the future, and there's a chance that our company's ownership might change—for example through a merger or an acquisition. In that event, information may be transferred as permitted by law and/or contract, provided that the receiving entity, like Panorama, does not sell or rent information for marketing purposes.

## HOW WE PROTECT INFORMATION

We are committed to protecting the information we gather. We have implemented administrative, technical, and physical security procedures to protect information stored in our servers, which are located in the United States. We use security safeguards such as physical access controls to buildings and files, data encryption, Secure Sockets Layer (SSL) cryptography, two-factor authentication, and firewalls to help prevent unauthorized access to the information we maintain. Despite this, neither the Internet nor any data storage system can be guaranteed to be 100% secure. In the unlikely event of a data breach we will notify all affected Schools and make a reasonable effort to notify all affected users.

## CORRECTING INFORMATION

If you would like to update or correct any information provided to us through the use of our Services, please send an email to [support@panoramaed.com](mailto:support@panoramaed.com).

## QUESTIONS?

Please ask! Don't hesitate to email us at [privacy@panoramaed.com](mailto:privacy@panoramaed.com) with any questions.

## CHANGES TO THIS POLICY

**Posting of Revised Privacy Policy.** We will post any adjustments to the Privacy Policy on this web page, and the revised version will be effective when it is posted. In addition, this page will indicate the date that the Privacy Policy was last changed.

**New Uses of Personal Information.** If our practices regarding previously gathered Personal Information change in a way that would be materially different, we will make reasonable efforts to provide notice of any such changes.

## CONTACT INFORMATION

Panorama Education  
24 School Street, 4th Floor  
Boston, MA 02108  
[privacy@panoramaed.com](mailto:privacy@panoramaed.com)

Effective Date: October 14, 2014

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