

REQUEST FOR SUPERINTENDENT BALOW'S OR CHIEF OF STAFF DICKY SHANOR'S SIGNATURE

(MUST HAVE PRIOR APPROVAL FROM APPROPRIATE AGENCY CHIEF.)

approved by:

This request for signature of Jillian Balow or Dicky Shanor has been reviewed and

Trent Carroll	
Kari Eakins	
Shelley Hamel	
Name of Contract: Panorama Education	
Amount of Contract \$_86,000.00	
Description of Contract	
Panorama Education, Inc. provides the survey tools to perform accountable climate surveys to meet the requirements of WAEA. Panorama also provide analysis of the climate data and provides reports to school administrators. software was originally purchased on a bid in May 2016. This contract will with 100% state funds. The agency will own and control all data entered in collected by the software.	des some The be paid
Did the Contract Go Out for Bid? ☐ YES ☐ NO	
If Not, Why?	

The WDE is using a bid waiver because Panorama has customized their survey tool to meet Wyoming statute by incorporating survey questions created by the Wyoming State Board of Education (WSBE), aligning all survey questions to the empirically defined domains identified by the WSBE, and changed the application scoring system to a 4.0 scale so it matched the target levels defined in the accountability implementation manual.

Contract #: 212724

Entry Date: 5/11/2021 1:19:28 PM

Department: Wyoming Department of Education, Finance

Division

Agency Contact: Hert, Ken

Phone: 777-3509

Other Agency Contact:

WYOMING ATTOPMEY GENERAL'S OFFICE

.IIN 25 2021

Client Comments: Susan Williams 100% school foundation

funds not subject to general funds restrictions

Alysia Goldman APPRUVED AS TU FORM

Contractor/Vendor Name: PANORAMA EDUCATION INC.

Contract Title: Panorama Education, Inc.

Contract Type: IT Amendment (routes to

OCIO first)

Contract Amount: 86000.0000

Contract Effective Date: 8/1/2020 12:00:00 AM

Contract Expiration Date: 7/31/2023 12:00:00 AM

Status: AG Approved as to Form

RETURN VIA: Ink Signature - Inter-agency Mail

Assigned Attorney: Alysia Goldman

AMENDMENT ONE TO THE CONTRACT BETWEEN WYOMING DEPARTMENT OF EDUCATION AND PANORAMA EDUCATION INC.

- 1. <u>Parties.</u> This Amendment is made and entered into by and between the Wyoming Department of Education (Agency), whose address is: 122 W. 25th Street, Suite E200, Cheyenne, Wyoming 82002 and PANORMA EDUCATION INC. (Contractor), whose address is: 24 School Street, 4th Floor, Boston, Massachusetts 02108.
- **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Contract between the Agency and the Contractor. The purpose of this Amendment is to: a) increase the total Contract dollar amount by eighty-six thousand dollars (\$86,000.00) to one hundred twenty-nine thousand dollars (\$129,000.00); b) extend the term of the Contract through July 31, 2023; and c) replace Attachment A, Statement of Work, with Attachment B, Revised Statement of Work, to reflect the new timeframe.

The original Contract, dated June 12, 2020, required the Contractor to administer a climate survey and provide a survey dashboard to meet the needs of the Every Student Succeeds Act and the Wyoming Accountability in Education Act for a total Contract amount of forty-three thousand dollars (\$43,000.00) with an expiration date of July 31, 2021.

3. <u>Term of the Amendment</u>. This Amendment shall commence on July 31, 2021 or upon the date the last required signature is affixed hereto, whichever is later (Effective Date), and shall remain in full force and effect through the term of the Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule, or regulation.

4. Amendments.

A. The second sentence of Section 4(A) of the original Contract is hereby amended to read as follows:

"The total payment under this Contract shall not exceed one hundred twenty-nine thousand dollars (\$129,000.00)."

B. The second sentence of Section 3 of the original Contract is hereby amended to read as follows:

"The term of this Contract is from August 1, 2020 through July 31, 2023."

5. Amended Responsibilities of the Contractor.

Responsibilities of the Contractor are hereby amended as follows:

A. As of the Effective Date of this Amendment, Attachment A, Statement of Work, which was attached to the original Contract, is superseded and replaced by Attachment B, Revised Statement of Work, which is attached to this Amendment and incorporated into the original Contract by this reference. All references to "Attachment A" in the original Contract are amended to read: "Attachment B".

6. Amended Responsibilities of the Agency.

Responsibilities of the Agency have not changed.

7. **Special Provisions.**

- A. Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous amendments, between the Agency and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- **B.** Counterparts. This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Contractor of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

8. General Provisions.

A. Entirety of Contract. The original Contract, consisting of twelve (12) pages; Attachment A, Statement of Work, consisting of five (5) pages; this Amendment One, consisting of three (3) pages; and Attachment B, Revised Statement of Work, consisting of six (6) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. <u>Signatures.</u> The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

AGENCY: Whoming Department of Education	
Wyoming Department of Education	
Dicky Shanor Dicky Shanor (Jul 8, 2021 14:12 MDT)	Jul 8, 2021
Dicky Shanor, Chief of Staff	Date
	Jun 29, 2021
Trent Carroll, Chief of Operations	Date
CONTRACTOR: PANORAMA EDUCATION INC. Gayle McGuire Gayle McGuire (Jun 28, 2021 17:36 EDT)	Jun 28, 2021
Gayle McGuire, Contracts Manager	Date
ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM	6/25/21 Date

Statement of Work



Wyoming Department of Education

Panorama Education Survey Tools

Provided by:

Panorama Education Inc.

24 School Street, 4th Floor Boston, MA 02108

774.270.1345

March 2021

Attachment B to the Contract between Wyoming Department of Education and PANORAMA EDUCATION INC.

General Description

This document is intended as a Statement of Work (SOW) to identify and describe important milestones and deliverables for the Survey Tool and Survey Dashboard deployment. The goal of the project is to continue the implementation of a statewide survey tool via the Panorama Platform.

Timeline and Deliverables

The following table details specific tasks, milestones, completion dates and estimated costs. This timeline includes work to continue to support the WDE with a survey tool and survey dashboard to perform accountability climate surveys to meet requirements of the *Every Student Succeeds Act*. This includes a two-year license for the Panorama Platform to administer student surveys for up to 27,000 high school students annually, survey configuration, survey administration, data hosting and transfer, data analysis, customized reports, project management, and web-based training. Payments of invoices will be based upon the Contractor meeting the stated deadlines for deliverables and upon the Agency's acceptance of the proposed deliverables.

TASK	DESCRIPTION	HOURS	COST	DATE
1	Provide Access to Panorama Platform for Student Survey Administration	N/A	\$27,000.00 annually	8/1/2021- 7/31/2022 and
	Survey Configuration			8/1/2022- 7/31/2023
	Access to Panorama Education's library of open source survey instruments, templates and materials			
	Configuration of all online surveys by project team members, using the Panorama Platform			
	Assigning of access codes/unique identifying information for confidential surveys (where applicable)			
	Production of standard, template-based English language collateral to accompany survey instruments			
	Survey Administration			
	Hosting of survey web siteEmail distribution of survey links and reminder			

	Refine project goals and definitions for success			
4	 Planning and Survey Design Revise and finalize survey content Set timeline for survey administration Determine what SIS data is available 	N/A	(included above)	Aug-2021 and Aug- 2022
5	 Stakeholder Communication and Buy-in Support buy-in and engagement process with districts and schools Communication with community and coordinate with stakeholders Provide communication resources for buy-in 	N/A	(included above)	Aug-2021 and Aug 2022
6	 Web-based Training Panorama works with the WDE to implement a training plan for the four application administrators, and if desired, a representative (i.e. a school testing coordinator/principal) from each site. 	N/A	\$1,000.00 (assumes 2 webinars x \$500 each)	Sep-2021 And Sep- 2022
7	 Data Transfer and Survey Production Import data files into Panorama Platform Quality assurance testing for data files Produce online surveys 	N/A	(included above)	Sep-2021 And Sep 2022
8	 Survey Administration Send survey access codes and/or links Provide administration resources and templates Access to live response rate dashboard Support administration with tech support 	N/A	(included above)	Oct-2021 and Oct 2022
9	 Reporting Discuss reports with the WDE before distributing Conduct in-depth data analyses Create actionable reports for the WDE 	N/A	(included above)	Nov-2021 and Nove 2022
10	Post-Administration Review and Feedback • Debrief survey results and findings	N/A	(included above)	Jan-2022 and Jan 2023

	 Support survey data usage and taking action on results Collect feedback from the WDE on the process with Panorama 		
11	Spring Administration Process and steps detailed in 1-10 above would be repeated for the spring administration of the Wyoming School Climate Survey	(included above)	Jan 2022- July 2022 and Jan 2023 – July 2023
	ANNUAL TOTAL CONTRACT TOTAL (2 YEARS) *Activities and prices are based on annual costs. Tasks 1- 11 will start again 8/1/22 and go through 7/31/23.	\$43,000.00 \$86,000.00	

Change Orders

The Contractor shall implement a Project Change Request (PCR) process to manage and approve any changes to the Statement of Work as herein described in this contract. The PCR will include the reason for the change, a complete description of work to be performed, an estimate of time to complete the task, a completion date for the PCR Statement of Work and an impact analysis indicating ramifications or impacts to the Panorama Platform.

If unforeseen circumstances arise where a change order might be needed, the Contractor will submit in writing a description of the problem and proposed resolution to the project manager and primary point of contact, Susan Williams, for her consideration. If change orders are needed, the Contractor agrees to continue at the rate of \$1 per student enrolled specified in the proposal.

In the event it is determined that a change to the Statement of Work is required, a contract amendment shall be made to the contract in accordance with Section 8.A. of this contract. The PCR shall be used by the Contractor as the justification for a change to the Statement of Work.

Expectations of State by Contractor

The Contractor will rely on the Agency to assistance with contact information, review of milestones as they are completed, and general responsiveness to project needs and questions as they arise. The

Contractor appreciates any input and/or critiques, and will work closely with the primary point of contact to ensure all goals and requirements of this project are met.
Attachment B to the Contract
between Wyoming Department of Education