

**INFORMATION TECHNOLOGY (IT) CONTRACT
BETWEEN WYOMING DEPARTMENT OF EDUCATION
AND PANORAMA EDUCATION, INC.**

1. **Parties.** The parties to this Contract are the Wyoming Department of Education (Agency), whose address is: 2300 Capitol Avenue Hathaway Building, 2nd Floor Cheyenne, WY 82002-0206, and Panorama Education, Inc. (Contractor), whose address is 109 Kingston Street, 5th Floor, Boston, MA 02111.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide and implement Panorama Education Survey Tools. The tools support the WDE with a survey dashboard to perform accountability climate surveys to meet requirements of the Every Student Succeeds Act. These services, as fully described in the Attachment A, Statement of Work, which is attached to and made a part of this contract by this reference.
3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of the Contract is from the Effective Date through August, 1, 2017. All services will be completed during this term.

This Contract may be renewed by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of the Agency.

By law, contracts for professional or other services must be approved as to form by the Attorney General and approved by A&I Procurement, Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand five hundred dollars (\$1,500.00) must be approved by the Governor or his designee, Wyo. Stat. § 9-2-1016(b)(iv).

4. **Payment.** Agency agrees to pay Contractor for the services described in the Attachment A, Statement of Work. The total payment under this Contract will not exceed forty two thousand, two hundred fifty dollars (\$42,250.00). Payment shall be made when tasks are completed, according to Attachment A, Statement of Work. Payment shall be made upon submission of invoice pursuant to Wyo. Stat. § 16-6-602. No payment shall be made for work performed before the Effective Date of this Contract. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.

5. **Responsibilities of Contractor.** The services provided by Contractor are described in the Attachment A, Statement of Work, and Attachment B, Terms and Conditions which are attached to and made a part of this Contract by this reference.

The Contractor further agrees to:

- A. Acknowledge and agree that the contract is subject to all Federal and State mandates including but not limited to The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99), Protection of Pupil Rights Amendment (PPRA), Children's Online Privacy Protection Act, Children's Internet Protection Act and Privacy Act of 1974.
- B. Acknowledge and agree all information data must be treated as privileged communications; must be held confidential; and must meet the terms and conditions of compliance. Under the contract, the Contractor is responsible for security and privacy compliance and must take advantage of the appropriate security capabilities and measures and adequate data validation, as well as have appropriate policies and procedures in place to minimize or prevent unlawful access by any person who may have access to the system or environment in which the data is stored. Failure of Contractor or its employees, agents, and/or subcontractors to comply with these regulations will be a material breach of the contract and must permit the Agency to immediately terminate the contract. Any breach of security involving data from public school districts in Wyoming requires notification of Agency and school districts, as data owner. Contractor will be required to provide a proposed incident response plan as it applies to the any observable occurrence in a system or network that compromises the confidentiality, integrity and availability of Agency data. This includes any suspected violation or threat of violation of computer security policies, acceptable use policies, or standard security practices. In the event that the contractor hosts the State of Wyoming's data, contractor will be required to notify the Agency's project representative, within twenty-four (24) hours of detection, of any suspected breach of data related to the State of Wyoming's data.
- C. Have written policies governing access to, duplication and dissemination of all such information. Contractor must advise its employees, agents and subcontractors, if any, that they are subject to these confidentiality requirements. Contractor must provide its employees, agents and subcontractors, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted.
- D. Disciplinary policies are applied across all sources of information identifying individuals or employers. Agency will consider any improper disclosure of any information considered confidential under federal or state law to be flagrant misconduct. All employees of Contractor are to be made aware that all information collected under the auspices of this contract can be used only for purposes outlined in this contract and attachments. Further, individuals may be subject to civil penalties

under the Privacy Protection Act of 1974 as amended by the Computer Matching and Privacy Protection Act of 1988 (5 USC Sec 552a) as well as subject to criminal penalties under the Confidential Information Protection and Statistical Efficiency Act of 2002 (Title V of PL 107-347), depending on the nature and extent of the disclosure.

- E. Permit any authorized representative of Agency to inspect Contractor data holding premises for the State of Wyoming data, within reason and only with no less than fourteen (14) business days advanced notice, to determine whether Contractor is complying with all terms, conditions, and provisions of this contract.
- F. Notify Agency representative of any legal, investigatory, or other demand for access to any Agency related data, in any form.
- G. The following technical specifications will serve as a baseline but are not an all-inclusive data security standard for compliance:
 - i) **Data in transit:** Data transmitted by the third party through an interface to another system, domain or enclave will be done securely using known secure protocols such as TLS/SSL, sFTP and other agreed upon methods.
 - ii) **Data at rest:** Data will be stored securely at rest using an agreed upon cipher such as AES 128, AES 256 or other approved cipher configured by the agency.
 - iii) **Data access controls:** Contractor will utilize the principle of least privilege (PoLP) when assigning user access to Agency related data.
- H. Provide an authorized representative and custodian.

Xan Tanner
President
Panorama Education, Inc.
xtanner@panoramaed.com
617-356-8123
- I. Meet at least annually with representatives of the WDE to update and review Agency documentation regarding the collection and management of student information.
- J. Destroy all Confidential Data stored on Contractor systems within 45 days upon Agency's request, unless otherwise agreed upon in writing. Contractor shall provide written verification of the data destruction to the Agency within 45 days after the data is destroyed.

6. **Responsibilities of Agency.** The responsibilities of the Agency are described in the Attachment A, Statement of Work and Attachment B, Terms and Conditions.

The Agency further agrees to:

- A. Review these contract requirements with successor State Superintendent or designee within 60 days of the transition of leadership of the Agency.
- B. Retain student records as the exclusive property of the Districts. No loss of control or ownership will result through this Contract.
- C. Meet at least annually with representatives of the Contractor to update and review Agency documentation regarding the collection and management of student information.
- D. Provide a project representative.

Susan Williams
Data Collection and Reporting Supervisor
Wyoming Department of Education
Susan.Williams@wyo.gov
307-777-6252

- E. Use reasonable efforts to prevent unauthorized access to or use of Contractor's services and Products, and notify Contractor promptly of any such unauthorized access or use.

7. **Special Provisions.**

- A. **Kickbacks.** Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- B. **Monitor Activities.** The Agency shall have the right to monitor all Contract related activities of the Contractor and all subcontractors. This will include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Contractor personnel in every phase of performance of Contract related work.
- C. **No Finder Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract will be paid by either party.

- D. Project Representative.** All project management and coordination for the Agency shall be through a single point of contact designated as the Project Representative. The Agency Project Representative for this project is Susan Williams.
- E. Use of Subcontractors.** The Contractor shall be wholly responsible for performance of the entire Contract whether or not subcontractors are used. In any event, whether there are subcontracting or joint venture arrangements or not, a prime Contractor shall be designated and the prime contractor shall sign this Contract. The Agency reserves the right to reject any named subcontractor or any subcontractor relationship. The Contractor shall not enter into any subcontracts or joint venture arrangement for any of the work proposed under this Contract without prior written acceptance from the Agency.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- B. Applicable Law/Venue.** The construction, interpretation, and enforcement of this Contract will be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue will be the First Judicial District, Laramie County, Wyoming.
- C. Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit/Access to Records.** The Agency and any of its representatives shall have access to any books, documents, papers, and records of the Contractor which are pertinent to this Contract. The Contractor shall, immediately upon receiving written instruction from the Agency, provide to any independent auditor, accountant, or accounting firm, all books, documents, papers, and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Contractor, the Contract may be

terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty will accrue to the Agency in the event this provision is exercised, and the Agency will not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision will not be construed to permit the Agency to terminate this Contract to acquire similar services from another party.

- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. Certificate of Good Standing.** Contractor shall provide to Agency Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs before and during performing work under this Contract, if applicable.
- H. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of this Contract will be kept confidential by the Contractor until publicly released by the Agency or until written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and not release such information to a third party unless directed to do so by Agency.

Unless otherwise required by law, all records and other information pertinent to this Contract will be confidential and the custodian of such records will deny access to those records in accordance with Wyo. Stat. § 16-4-203(d)

- J. Conflicting Language.** In the event of a conflict between the Contract; Attachment A, Statement of Work; Attachment B, Terms and Conditions; or any other document incorporated by reference, the following order of documents will govern, in the order listed: (1) the Contract, (2) Attachment A, Statement of Work, (3) Attachment B, Terms and Conditions; then any other document incorporated by reference. In case of conflict, any clarification must be mutually agreed upon in writing and will govern the contractual relationship between the parties.
- K. Entirety of Contract.** This Contract, consisting of eleven (11) pages, Attachment A, Statement of Work, consisting of five (5) pages, Attachment B, terms and Conditions, consisting of three (3) pages represents the entire and integrated

agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

- L. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.), and any and all ethical standards governing Contractor's profession.
- M. Extensions/Renewals.** Nothing in this Contract will be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- N. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision will become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision will not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- O. Indemnification.** The Contractor shall release, indemnify and hold harmless the State, the Agency, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Contractor's malpractice or malfeasance.
- P. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract will be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency, or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of the

Contractor or the Contractor's agents and/or employees as a result of this Contract.

Q. Nondiscrimination. The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.

R. Notices. All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person. Notice provided by facsimile or e-mail will be delivered as follows:

Agency: Susan Williams, susan.williams@wyo.gov, 307-777-6252.

Contractor: Xan Tanner, xtanner@panoramaed.com, 617-356-8123.

S. Notice and Approval of Proposed Sale or Transfer. The Contractor shall provide the Agency with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Contractor. Such notice will be provided in accordance with the notices provision of this Contract. If the Agency determines that the proposed merger, consolidation, sale, or transfer of assets is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Agency may, at its option, terminate or renegotiate the Contract.

T. Ownership of Documents/Information/Product/Materials. Agency owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information/documents to the Agency in a useable format. In the case of electronic transmission, such transmission will be secured. The return of information by any other means will be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.

U. Prior Approval. This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract until this Contract has been reduced to writing, approved as to form by the Office of the Attorney General, filed

with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

- V. **Proof of Insurance.** The Contractor shall not commence work under this Contract until it has obtained all the insurance required by the Agency and the State and such insurance has been approved by the Agency and the State. Approval of insurance by the Agency and the State shall not relieve or decrease the liability of the Contractor. The Contractor shall file a Certificate of Insurance with the Agency verifying each type of coverage required.
- (i) Workers' Compensation and Employer's Liability Insurance. The Contractor shall provide Agency with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Contractor's coverage will be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Contractor's insurance coverage will also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000) per employee for each accident and disease. The Contractor shall also supply proof of workers' compensation and employers' liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.
- (ii) Commercial General Liability Insurance. The Contractor shall provide commercial general liability insurance coverage, during the entire term of this Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
- W. **Publicity.** Any publicity given to the projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor, will identify the Agency as the sponsoring agency and will not be released without prior written approval from the Agency.
- X. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract will continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

- Y. Sovereign Immunity.** The State of Wyoming and Agency do not waive sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract will not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity will be construed in favor of sovereign immunity.
- Z. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.
- AA. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- BB. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract will not be construed so as to create such status. The rights, duties and obligations contained in this Contract will operate only between the parties to this Contract, and will inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- CC. Time is of the Essence.** Time is of the essence in all provisions of the Contract.
- DD. Titles Not Controlling.** Titles of sections and subsections are for reference only and will not be used to construe the language in this Contract.
- EE. Waiver.** The waiver of any breach of any term or condition in this Contract will not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach will not constitute a waiver.

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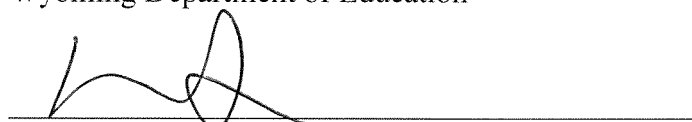
9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

This Contract is not binding on either party until approved by the Procurement Services Division of the Department of Administration and Information and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b) (iv).

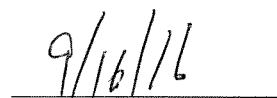
The effective date of this Contract is the date of the signature last affixed to this page.

AGENCY:

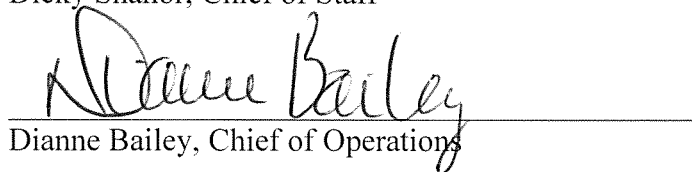
Wyoming Department of Education



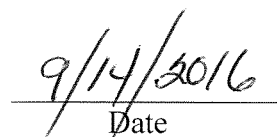
Dicky Shanor, Chief of Staff



Date



Dianne Bailey, Chief of Operations



Date

CONTRACTOR:

Panorama Education, Inc.

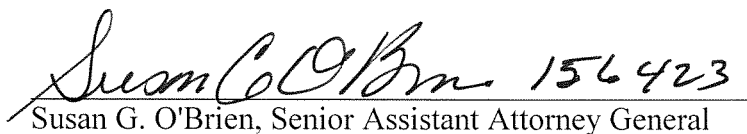


Xan Tanner, President

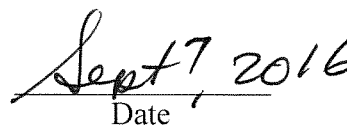


Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Susan G. O'Brien, Senior Assistant Attorney General



Date

ATTACHMENT A TO THE
CONTRACT BETWEEN THE WYOMING DEPARTMENT OF EDUCATION AND
PANORAMA EDUCATION INC.

Statement of Work



Wyoming Department of Education

Panorama Education Survey Tools

Provided by:

Panorama Education Inc.

109 Kingston Street, 5th Floor
Boston, MA 02111

303.641.2603

June 2016

Attachment A to the
Professional Services Contract between the Wyoming Department of Education
And Panorama Education Inc.

**ATTACHMENT A TO THE
CONTRACT BETWEEN THE 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 implement a statewide survey tool via the Panorama Platform.

Timeline and Deliverables

The following table details specific tasks, milestones, completion dates and estimated costs.

The Contractor is estimating approximately twelve months to completion with a projected end date of August 1, 2017. This timeline includes work 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 one-year license for the Panorama Platform to administer student surveys to 27,200 high school students, survey configuration, survey administration, data hosting and transfer, data analysis, customized reports, project management, and web-based training. The tasks below are consistent with the full scope detailed in Panorama's Response to Bid Number: 0399-A. The Contractor will pursue all options to complete this project ahead of schedule and under the quoted costs. 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 <u>Survey Configuration</u> <ul style="list-style-type: none">• 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	N/A	\$27,000.00 (license fee)	7/1/2016-8/1/2017

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	<p><u>Survey Administration</u></p> <ul style="list-style-type: none"> • Hosting of survey web site • Email distribution of survey links and reminder messages • Email-based technical support for online and mobile survey respondents during each administration period • Production and distribution of surveys via student email addresses or via access codes • Creation and distribution of survey forms to schools and the WDE • Access to live response rate dashboard for each district and the state department • Technical support helpdesk for all survey takers in Wyoming <p><u>Data Analysis</u></p> <ul style="list-style-type: none"> • Secure storage of survey data to enable longitudinal analysis • Production of interactive web-based and PDF reports of survey results • Email distribution of customized reports to teachers and administrators • Hosting and maintenance of online reports portals for public and private audiences (where applicable) • Technical support helpdesk for all users accessing reports 			
2	<p>Project Management Services</p> <ul style="list-style-type: none"> • Panorama Professional Services Project Lead, Project Manager, and other Panorama staff members who will work with the state's survey staff and necessary stakeholders to execute successful administrations. • Services provided will include, but are not limited to, the following tasks outlined below. 	N/A	\$15,000.00	7/1/2016-8/1/2017

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CONTRACT BETWEEN THE WYOMING DEPARTMENT OF EDUCATION AND
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3	Kickoff and Vision <ul style="list-style-type: none"> Kickoff call between Panorama and the WDE Discuss timeline, trainings, and logistics Set project goals and definitions for success 	N/A	(included above)	Jul-2016
4	Planning and Survey Design <ul style="list-style-type: none"> Finalize survey content Set timeline for survey administration Determine what SIS data is available 	N/A	(included above)	Aug-2016
5	Stakeholder Communication and Buy-in <ul style="list-style-type: none"> 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-2016
6	Web-based Training <ul style="list-style-type: none"> 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	\$250.00	Aug-2016
7	Data Transfer and Survey Production <ul style="list-style-type: none"> Import data files into Panorama Platform Quality assurance testing for data files Produce online surveys 	N/A	(included above)	Sep-2016
8	Survey Administration <ul style="list-style-type: none"> 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-2016
9	Reporting <ul style="list-style-type: none"> Discuss reports with the WDE before distributing Conduct in-depth data analyses Create actionable reports for the WDE 	N/A	(included above)	Nov-2016
10	Post-Administration Review and Feedback	N/A	(included)	Jan-2017

Attachment A to the
Professional Services Contract between the Wyoming Department of Education
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	<ul style="list-style-type: none">• Debrief survey results and findings• Support survey data usage and taking action on results• Collect feedback from the WDE on the process with Panorama		above)	-Jul-2017
	TOTALS		\$42,250.00	

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/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 for 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.

Terms and Conditions

BACKGROUND

Panorama is an education technology company that has developed a cloud-based platform-as-a-service that enables school districts and state departments of education to design and implement survey programs ("Surveys") for students, staff and parents (the "Platform"). Client and Panorama have entered into the SO and, from time to time hereafter, Client and Panorama may enter into additional Service Orders ("Future SOs") pursuant to which Client will purchase rights to use the Platform and receive services. These Terms and Conditions are incorporated by reference into the SO to create this Agreement and will be incorporated by reference into each Future SO to create separate future agreements for the rights and services described in the applicable Future SO.

1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to the terms and conditions of this Agreement, Panorama hereby grants Client the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use (including use by Client's students, staff and parents, as described in the SO, if applicable ("Authorized Users")).

1.2 Limitations. The following limitations and restrictions will apply to the Platform:

(a) Client will not provide access to the Platform to any person who is not an employee or contractor of Client or an Authorized User.

(b) Except as expressly permitted hereunder, Client will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (ii) modify, translate or create derivative works based on the Platform; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (iv) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (vi) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform.

2 OWNERSHIP; RESERVATION OF RIGHTS

2.1 Client Ownership. Client owns (a) any data Client inputs into the Platform that identifies Client or its students, staff or parents (including Authorized Users) and any Survey responses provided by Client, its students, staff or parents (including Authorized Users) ("Data"), and (b) any other data and content provided by Client or Authorized Users to Panorama or input into the Platform, such as Survey questions ("Other Data", and, together with the Data, "Client Data"). Client hereby grants to Panorama a non-exclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers) (i) right and license during the Term to copy, distribute, display and create derivative works of and use the Client Data to perform Panorama's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client Data to create aggregated, non-personally identifiable data or information ("Blind Data") and copy, distribute, display, create derivative works of and use the Blind Data for benchmarking, research or development purposes, including published research, and (iii) perpetual, irrevocable right and license to copy, distribute, display and create derivative works of and use Other Data for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to the Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Ownership. Panorama retains all right, title and interest in and to the Platform, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a

royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Client Responsibilities. Client will (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform and notify Panorama promptly of any such unauthorized access or use, and (b) use the Platform only in accordance with the documentation and applicable laws and regulations.

2.5 Data Security. Panorama will implement and maintain reasonable administrative, physical and technical safeguards ("Safeguards") which attempt to prevent any collection, use or disclosure of, or access to Client Data that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard Client Data. Such information security program includes: (a) physical security of all premises in which Client Data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by Panorama to perform any part of the services hereunder.

2.6 Privacy Policy. Panorama cares deeply about privacy, and we recognize that it is important to the educators, students, and parents we serve. Please see our Privacy Policy at <https://www.panoramaed.com/privacy> for more information about how we protect the privacy of those we serve.

2.7 Right to Data Destruction. If requested by the Client, during or after the term of this agreement, Panorama will make reasonable efforts to destroy or otherwise render Client Data inaccessible.

3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within forty-five (45) 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.

3.2 Net of Taxes. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). Client will be solely responsible for payment of any Taxes, except for those taxes based on the income of Panorama. Client will not withhold any Taxes from any amounts due Panorama.

4 TERM, TERMINATION

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

4.2 Termination; Effect of Termination. In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days' notice after receiving notice thereof. Upon any termination of this Agreement, Client will pay in full for the use of the Platform up to and including the last day on which the Platform is provided. Upon termination of this Agreement, all rights granted hereunder and all obligations of Panorama to provide the Platform will immediately terminate and Client will (a) cease use of the Platform; and (b) return or destroy all other copies or other embodiments of Panorama's Confidential Information.

4.3 Survival. Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2 (Ownership; Reservation of Rights), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

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

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, Client represents and warrants that it has the right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN “AS-IS” BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS,

REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY’S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CLIENT’S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY’S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM AN INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR (A) CLIENT’S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY’S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 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. Panorama will indemnify, release and hold Client and the officers, directors, agents, and employees of Client harmless from settlement amounts and damages, liabilities, penalties, costs and expenses (“Liabilities”) that are payable to any third party or incurred by the Client (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

**AMENDMENT ONE (1)
TO THE INFORMATION TECHNOLOGY (IT) CONTRACT
BETWEEN THE STATE OF WYOMING,
DEPARTMENT OF EDUCATION
AND PANORAMA EDUCATION, INC.**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, Department of Education (Agency) whose address is 2300 Capitol Avenue Hathaway Building, 2nd Floor Cheyenne, WY 82002-0206, and Panorama Education, Inc. whose address is 109 Kingston Street, 5th Floor, Boston, MA 02111 (Contractor).
2. **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 forty-three thousand dollars (\$43,000.00) to eighty-five thousand, two hundred fifty dollars (\$85,250.00); and b) extend the term of the Contract through July 31, 2018.

The original Contract, dated September 16, 2016, required the Contractor to implement Panorama Survey Tools to perform accountability climate surveys to meet requirements of the Every Student Succeeds Act, for a total Contract amount of forty-two thousand, two hundred fifty dollars (\$42,250.00) with an expiration date of August 1, 2017.

3. **Term of the Amendment.** This Amendment shall commence on August 1, 2017, or upon the date the last required signature is affixed hereto, whichever is earlier, 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 of the original Contract is hereby amended to read as follows:

“The total payment under this Contract shall not exceed eighty-five thousand, two hundred fifty dollars (\$85,250.00).”
 - 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 the Effective Date through July 31, 2018.”

Amendment One (1) to the Information Technology (IT) Contract
between the State of Wyoming, Department of Education
and Panorama Education, Inc.

- C. As of the date of the execution of this Amendment, Attachment A is superceded by Attachment C, 2017-18 Statement of Work, which is attached to and incorporated into the original Contract by this reference. Both parties agree, that as of the date of the execution of this Amendment, any reference to Attachment A in the original Contract will be referencing Attachment C.
5. **Additional Responsibilities of the Contractor.** Responsibilities of the Contractor are hereby amended as specified in 4C above.
6. **Additional 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.
8. **General Provisions.**
- A. **Entirety of Contract.** The original Contract, consisting of eleven (11) pages, Attachment A, Statement of Work, consisting of five (5) pages, Attachment B, Terms and Conditions, consisting of three (3) pages, Amendment One, consisting of three (3) pages, Attachment C, 2017-18 Statement of Work, consisting of six (6) pages represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.


THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

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).

The effective date of this Amendment is the date of the signature last affixed to this page.

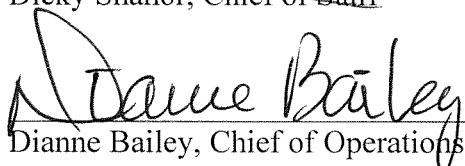
THE STATE OF WYOMING, DEPARTMENT OF EDUCATION



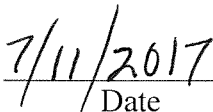
Dicky Shanor, Chief of Staff



Date




Dianne Bailey, Chief of Operations

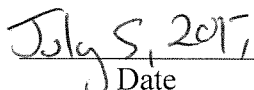


Date

PANORAMA EDUCATION, INC.



Xan Tanner, President
VC000000181963

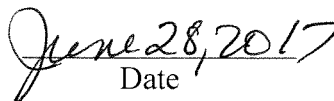


Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



Susan G. O'Brien, Senior Assistant Attorney General



Date

**ATTACHMENT C TO THE
CONTRACT BETWEEN THE WYOMING DEPARTMENT OF EDUCATION AND
PANORAMA EDUCATION INC.**

Statement of Work



Wyoming Department of Education

Panorama Education Survey Tools

Provided by:

Panorama Education Inc.

**109 Kingston Street, 5th Floor
Boston, MA 02111**

512.363.3657

May 2017

Attachment C to the
IT Contract between the Wyoming Department of Education
And Panorama Education Inc.

**ATTACHMENT C TO THE
CONTRACT BETWEEN THE 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 one-year license for the Panorama Platform to administer student surveys for up to 27,000 high school students, survey configuration, survey administration, data hosting and transfer, data analysis, customized reports, project management, and web-based training. The tasks below are consistent with the full scope detailed in Panorama's Response to Bid Number: 0399-A. The Contractor will pursue all options to complete this project ahead of schedule and under the quoted costs. 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 <u>Survey Configuration</u> <ul style="list-style-type: none">• 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)	N/A	Up to \$27,000.00 (license fee will be determined by final opt-in enrollment numbers)	8/1/2017-7/31/2018

**ATTACHMENT C TO THE
CONTRACT BETWEEN THE WYOMING DEPARTMENT OF EDUCATION AND
PANORAMA EDUCATION INC.**

<ul style="list-style-type: none">• Production of standard, template-based English language collateral to accompany survey instruments <p><u>Survey Administration</u></p> <ul style="list-style-type: none">• Hosting of survey web site• Email distribution of survey links and reminder messages• Email-based technical support for online and mobile survey respondents during each administration period• Production and distribution of surveys via student email addresses or via access codes• Creation and distribution of survey forms to schools and the WDE• Access to live response rate dashboard for each district and the state department• Technical support helpdesk for all survey takers in Wyoming <p><u>Data Analysis</u></p> <ul style="list-style-type: none">• Secure storage of survey data to enable longitudinal analysis• Production of interactive web-based and PDF reports of survey results• Email distribution of customized reports to teachers and administrators• Hosting and maintenance of online reports portals for public and private audiences (where applicable)• Technical support helpdesk for all users			
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**ATTACHMENT C TO THE
CONTRACT BETWEEN THE WYOMING DEPARTMENT OF EDUCATION AND
PANORAMA EDUCATION INC.**

	accessing reports			
2	Project Management Services <ul style="list-style-type: none"> Panorama Professional Services Project Lead, Project Manager, and other Panorama staff members who will work with the state's survey staff and necessary stakeholders to execute successful administrations. Services provided will include, but are not limited to, the following tasks outlined below. 	N/A	\$15,000.00	8/1/2017-7/31/2018
3	Kickoff and Planning <ul style="list-style-type: none"> Kickoff call between Panorama and the WDE Discuss timeline, trainings, and logistics Refine project goals and definitions for success 	N/A	(included above)	Aug-2017
4	Planning and Survey Design <ul style="list-style-type: none"> Revise and finalize survey content Set timeline for survey administration Determine what SIS data is available 	N/A	(included above)	Aug-2017
5	Stakeholder Communication and Buy-in <ul style="list-style-type: none"> 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-2017
6	Web-based Training <ul style="list-style-type: none"> Panorama works with the WDE to implement a training plan for the four application administrators, and if desired, a representative 	N/A	\$1,000.00 (assumes 2 webinars x \$500 each)	Sep-2017

Attachment C to the
IT Contract between the Wyoming Department of Education
And Panorama Education Inc.

**ATTACHMENT C TO THE
CONTRACT BETWEEN THE WYOMING DEPARTMENT OF EDUCATION AND
PANORAMA EDUCATION INC.**

	(i.e. a school testing coordinator/principal) from each site.			
7	Data Transfer and Survey Production <ul style="list-style-type: none"> • Import data files into Panorama Platform • Quality assurance testing for data files • Produce online surveys 	N/A	(included above)	Sep-2017
8	Survey Administration <ul style="list-style-type: none"> • 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-2017
9	Reporting <ul style="list-style-type: none"> • Discuss reports with the WDE before distributing • Conduct in-depth data analyses • Create actionable reports for the WDE 	N/A	(included above)	Nov-2017
10	Post-Administration Review and Feedback <ul style="list-style-type: none"> • Debrief survey results and findings • Support survey data usage and taking action on results • Collect feedback from the WDE on the process with Panorama 	N/A	(included above)	Jan-2018

**ATTACHMENT C TO THE
CONTRACT BETWEEN THE WYOMING DEPARTMENT OF EDUCATION AND
PANORAMA EDUCATION INC.**

11	Spring Administration <ul style="list-style-type: none">• Process and steps detailed in 1-10 above would be repeated for the spring administration of the Wyoming School Climate Survey		(included above)	Jan 2018- July 2018
	TOTALS		\$43,000.00	

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/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.

**AMENDMENT TWO (2)
TO THE INFORMATION TECHNOLOGY (IT) CONTRACT
BETWEEN THE STATE OF WYOMING,
WYOMING DEPARTMENT OF EDUCATION
AND PANORAMA EDUCATION, INC.**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, Wyoming Department of Education (Agency) whose address is 2300 Capitol Avenue Hathaway Building, 2nd Floor Cheyenne, Wyoming 82002-0206, and Panorama Education, Inc. whose address is 109 Kingston Street, 5th Floor, Boston, Massachusetts 02111 (Contractor).
2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Contract between the Agency and the Contractor which was duly executed and became effective on September 16, 2016. The purpose of this Amendment is to: a) increase the total Contract dollar amount by forty-three thousand dollars (\$43,000.00) to one hundred twenty-eight thousand, two hundred fifty dollars (\$128,250.00); and b) extend the term of the Contract through July 31, 2019.

The original Contract, dated September 16, 2016, required the Contractor to implement Panorama Survey tools to perform accountability climate surveys to meet requirements of the Every Student Succeeds Act, for a total Contract amount of forty-two thousand, two hundred fifty dollars (\$42,250.00) with an expiration date of August 1, 2017.

Amendment One, dated July 13, 2017, amended the original contract to: a) increase the total Contract dollar amount by forty-three thousand dollars (\$43,000.00) to eighty-five thousand, two hundred fifty dollars (\$85,250.00); and b) extended the term of the Contract through July 31, 2018.

3. **Term of the Amendment.** This Amendment shall commence on July 31, 2018, or upon the date the last required signature is affixed hereto, whichever is later, and shall remain in full force and effect through the term of the Contract, 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 of the original Contract is hereby amended to read as follows:

“The total payment under this Contract shall not exceed one hundred twenty-eight thousand, two hundred fifty dollars (\$128,250.00).”

- 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 the Effective Date through July 31, 2019.”

- C. As of the date of the execution of this Amendment, Attachment C, Statement of Work, is superseded by Attachment D, 2018-19 Statement of Work, which is attached to and incorporated into the original contract by this reference. Both parties agree, that as of the date of the execution of this amendment, any reference to Attachment C in the original Contract will be considered to reference Attachment D.

5. **Additional Responsibilities of the Contractor.** Responsibilities of the Contractor are hereby amended as specified in Section 4C above.

6. **Additional 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.

8. **General Provisions.**

- A. **Entirety of Contract.** The original Contract, consisting of eleven (11) pages, Attachment A, Statement of Work, consisting of five (5) pages, Attachment B, Terms and Conditions, consisting of three (3) pages, Amendment One, consisting of three (3) pages, Attachment C, 2017-18 Statement of Work, consisting of six (6) pages, Amendment Two, consisting of three (3) pages, and Attachment D, 2018-19 Statement of Work, consisting of six (6) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

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).

The effective date of this Amendment is the date of the signature last affixed to this page.

THE STATE OF WYOMING, WYOMING DEPARTMENT OF EDUCATION



Dicky Shanor, Chief of Staff



Date



Dianne Bailey, Chief of Operations



Date

PANORAMA EDUCATION, INC.



Xan Tanner, President
VC000000181963



Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



Susan G. O'Brien, Senior Assistant Attorney General



Date

2018-19 Statement of Work



Wyoming Department of Education

Panorama Education Survey Tools

Provided by:

Panorama Education Inc.

**109 Kingston Street, 5th Floor
Boston, MA 02111**

512.363.3657

January 2018

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 one-year license for the Panorama Platform to administer student surveys for up to 27,000 high school students, survey configuration, survey administration, data hosting and transfer, data analysis, customized reports, project management, and web-based training. The tasks below are consistent with the full scope detailed in Panorama's Response to Bid Number: 0399-A. The Contractor will pursue all options to complete this project ahead of schedule and under the quoted costs. 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	<p>Provide Access to Panorama Platform for Student Survey Administration</p> <p><u>Survey Configuration</u></p> <ul style="list-style-type: none">• Access to Panorama Education's library of open source survey instruments, templates and materials [SEP]• 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) [SEP]• Production of standard, template-based English language collateral to accompany survey instruments [SEP] <p><u>Survey Administration</u></p>	N/A	Up to \$27,000.00 (license fee will be determined by final opt-in enrollment numbers)	8/1/2018-7/31/2019

	<ul style="list-style-type: none"> • Hosting of survey web site [SEP] • Email distribution of survey links and reminder messages • Email-based technical support for online and mobile survey respondents during each administration period • Production and distribution of surveys via student email addresses or via access codes [SEP] • Creation and distribution of survey forms to schools and the WDE • Access to live response rate dashboard for each district and the state department [SEP] • Technical support helpdesk for all survey takers in Wyoming [SEP] <p><u>Data Analysis</u></p> <ul style="list-style-type: none"> • Secure storage of survey data to enable longitudinal analysis [SEP] • Production of interactive web-based and PDF reports of survey results [SEP] • Email distribution of customized reports to teachers and administrators [SEP] • Hosting and maintenance of online reports portals for public and private audiences (where applicable) • Technical support helpdesk for all users accessing reports [SEP] 			
2	<p>Project Management Services</p> <ul style="list-style-type: none"> • Panorama Professional Services Project Lead, Project Manager, and other Panorama staff members who will work with the state's survey staff and necessary stakeholders to execute successful administrations. • Services provided will include, but are not limited to, the following tasks outlined below. 	N/A	\$15,000.00	8/1/2018-7/31/2019

3	Kickoff and Planning <ul style="list-style-type: none"> Kickoff call between Panorama and the WDE Discuss timeline, trainings, and logistics Refine project goals and definitions for success 	N/A	(included above)	Aug-2018
4	Planning and Survey Design <ul style="list-style-type: none"> Revise and finalize survey content Set timeline for survey administration Determine what SIS data is available 	N/A	(included above)	Aug-2018
5	Stakeholder Communication and Buy-in <ul style="list-style-type: none"> 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-2018
6	Web-based Training <ul style="list-style-type: none"> 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-2018
7	Data Transfer and Survey Production <ul style="list-style-type: none"> Import data files into Panorama Platform Quality assurance testing for data files Produce online surveys 	N/A	(included above)	Sep-2018
8	Survey Administration <ul style="list-style-type: none"> 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-2018
9	Reporting <ul style="list-style-type: none"> Discuss reports with the WDE before distributing Conduct in-depth data analyses Create actionable reports for the WDE 	N/A	(included above)	Nov-2018

10	Post-Administration Review and Feedback <ul style="list-style-type: none"> • Debrief survey results and findings • Support survey data usage and taking action on results • Collect feedback from the WDE on the process with Panorama 	N/A	(included above)	Jan-2019
11	Spring Administration <ul style="list-style-type: none"> • Process and steps detailed in 1-10 above would be repeated for the spring administration of the Wyoming School Climate Survey 		(included above)	Jan 2019- July 2019
	TOTALS		\$43,000.00	

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/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.

Contract #: **192814**

Entry Date: 5/1/2019 11:38:07 AM

Department: Wyoming Department of Education, Finance
 Division

WYOMING ATTORNEY
GENERAL'S OFFICE

Agency Contact: Hert, Ken

MAY 30 2019

Phone: 307-777-3509

Other Agency Contact:

Margaret A. R. Schwartz
APPROVED AS TO FORM

Client Comments: amendment 3
 Susan Williams

Contractor/Vendor Name: Panorama Education, Inc

Contract Title: survey tools for every student
 succeeds act

Contract Type: IT Amendment (routes to
 OCIO first)

Contract Amount: 43000.0000

Contract Effective Date: 9/16/2016 12:00:00 AM

Contract Expiration Date: 7/31/2020 12:00:00 AM

Status: AG Approved as to Form

RETURN VIA: Ink Signature - Pick-up

Assigned Attorney: Maggie Schwartz

REQUISITION FORM

DATE: 6/12/2019

CONTRACT END DATE: 7/31/2020

SHIP/BILL TO: 05
DELIVER TO BUILDING: 05

VENDOR CODE: VC000000181963
NAME: Panorama Education, Inc.
ADDRESS: 24 School Street, Fouth Floor
CITY, STATE, ZIP: Boston, MA 02108
CONTACT: Xan Tanner
PHONE: 617-356-8123

PROGRAM MANAGER: Susan Williams
PREPARED BY: Susan Williams
CONTACT PHONE: 307-777-6252

DOCUMENT TOTAL: \$ 43,000.00
ACCOUNTING LINE TOTAL \$ 43,000.00
OUT OF BALANCE AMOUNT \$ -

ORDER INFORMATION

COMMODITY LINE	QUANTITY	UNIT	COMMODITY CODE	UNIT COST	\$ TOTAL
1	1.00	EACH	240	\$43,000	\$43,000.00
	DESCRIPTION:		Computer Software and Licensing		
2		EACH			\$0.00
	DESCRIPTION:				
3		EACH			\$0.00
	DESCRIPTION:				
4		EACH			\$0.00
	DESCRIPTION:				
5		EACH			\$0.00
	DESCRIPTION:				
6		EACH			\$0.00
	DESCRIPTION:				
7		EACH			\$0.00
	DESCRIPTION:				
8		EACH			\$0.00
	DESCRIPTION:				
9		EACH			\$0.00
	DESCRIPTION:				
10		EACH			\$0.00
	DESCRIPTION:				

PAYMENT

ACCOUNTING LINE	COMMODITY LINE REFERENCE	BFY	FUND	AGENCY	UNIT	APPR.	PROGRAM #	OBJ/SUB OBJ	LINE DESCRIPTION	\$ TOTAL
1	1	19		205	4702	009	240.01		Software License Fee	\$ 43,000.00
2										
3										
4										
5										
6										
7										
8										
9										
10										

COMMENTS:

DIVISION APPROVAL:

DATE: 6/12/2019

SUPERINTENDENT DESIGNEE/DEPARTMENT HEAD:

DATE: 6.12.19

**AMENDMENT THREE TO THE CONTRACT BETWEEN
WYOMING DEPARTMENT OF EDUCATION
AND
PANORAMA EDUCATION, INC.**

1. **Parties.** 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 Panorama Education, Inc. (Contractor), whose address is 24 School St., Fourth Floor, Boston, Massachusetts 02108.
2. **Purpose of Amendment.** This Amendment shall constitute the third 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 forty-three thousand dollars (\$43,000.00) to one hundred seventy-one thousand, two hundred fifty dollars (\$171,250.00); and b) extend the term of the Contract through July 31, 2020; c) amend Section 4 of the original Contract; and d) replace Attachment D, 2018-19 Statement of Work, with Attachment E, Revised Statement of Work.

The original Contract, dated September 16, 2016, required the Contractor to implement Panorama Education Survey Tools to perform accountability climate surveys to meet requirements of the Every Student Succeeds Act, for a total Contract amount of forty-two thousand, two hundred fifty dollars (\$42,250.00) with an expiration date of August 1, 2017.

Amendment One, dated July 13, 2017, amended the original contract to: a) increase the total Contract dollar amount by forty-three thousand dollars (\$43,000.00) to eighty-five thousand, two hundred fifty dollars (\$85,250.00); b) extend the term of the Contract through July 31, 2018; and c) replace Attachment A, Statement of Work, with Attachment C, 2017-18 Statement of Work.

Amendment Two, dated April 20, 2018, amended the original contract to: a) increase the total Contract dollar amount by forty-three thousand dollars (\$43,000.00) to one hundred twenty-eight thousand, two hundred fifty dollars (\$128,250.00); b) extend the term of the Contract through July 31, 2019; and c) replace Attachment C, 2017-18 Statement of Work, with Attachment D, 2018-19 Statement of Work.

3. **Term of the Amendment.** This Amendment shall commence on July 31, 2019, 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 of the original Contract is hereby amended to read as follows:

“The total payment under this Contract shall not exceed one hundred seventy-one thousand, two hundred fifty dollars (\$171,250.00).”

- 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 the Effective Date through July 31, 2020.”

- C. Section 7 of the original Contract is hereby amended to add Subsection F, which reads as follows:

“F. Suspension and Debarment. By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Contractor agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.”

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 D, Scope of Work, which was attached to Amendment Two, is superseded and replaced by Attachment E, Revised Scope of Work, which is attached to this Amendment and incorporated into the original Contract by this reference. All references to “Attachment D” in the original Contract, and in any amendments thereto, are amended to read: “Attachment E”.

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 eleven (11) pages; Attachment A, Statement of Work, consisting of five (5) pages; Attachment B, Terms and Conditions, consisting of three (3) pages; Amendment One, consisting of three (3) pages; Attachment C, 2017-18 Statement of Work, consisting of six (6) pages; Amendment Two, consisting of three (3) pages; and Attachment D, 2018-19 Statement of Work, consisting of six (6) pages; Amendment Three, consisting of four (4) pages; and Attachment E, 2019-20 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. **Signatures.** 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).

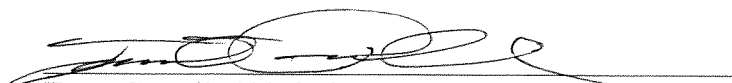
AGENCY:

Wyoming Department of Education



Dicky Shanor, Chief of Staff

6/11/19
Date



Trent Carroll, Chief of Operations

6.7.19
Date

CONTRACTOR:

Panorama Education, Inc.



Xan Tanner, president
VC000000181963

6/3/19
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

for:  #192814
Kristin M. Nuss, Senior Assistant Attorney General

5/30/19
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

512.363.3657

March 2019

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 one-year license for the Panorama Platform to administer student surveys for up to 27,000 high school students, survey configuration, survey administration, data hosting and transfer, data analysis, customized reports, project management, and web-based training. The tasks below are consistent with the full scope detailed in Panorama's Response to Bid Number: 0399-A. The Contractor will pursue all options to complete this project ahead of schedule and under the quoted costs. 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	<p>Provide Access to Panorama Platform for Student Survey Administration</p> <p><u>Survey Configuration</u></p> <ul style="list-style-type: none"> • 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 <p><u>Survey Administration</u></p> <ul style="list-style-type: none"> • Hosting of survey web site • Email distribution of survey links and reminder messages • Email-based technical support for online and mobile survey respondents during each 	N/A	Up to \$27,000.00 (license fee will be determined by final opt-in enrollment numbers)	8/1/2019-7/31/2020

	<p>administration period</p> <ul style="list-style-type: none"> • Production and distribution of surveys via student email addresses or via access codes • Creation and distribution of survey forms to schools and the WDE • Access to live response rate dashboard for each district and the state department • Technical support helpdesk for all survey takers in Wyoming <p><u>Data Analysis</u></p> <ul style="list-style-type: none"> • Secure storage of survey data to enable longitudinal analysis • Production of interactive web-based and PDF reports of survey results • Email distribution of customized reports to teachers and administrators • Hosting and maintenance of online reports portals for public and private audiences (where applicable) • Technical support helpdesk for all users accessing reports 			
2	<p>Project Management Services</p> <ul style="list-style-type: none"> • Panorama Professional Services Project Lead, Project Manager, and other Panorama staff members who will work with the state's survey staff and necessary stakeholders to execute successful administrations. • Services provided will include, but are not limited to, the following tasks outlined below. 	N/A	\$15,000.00	8/1/2019-7/31/2020
3	<p>Kickoff and Planning</p> <ul style="list-style-type: none"> • Kickoff call between Panorama and the WDE • Discuss timeline, trainings, and logistics • Refine project goals and definitions for success 	N/A	(included above)	Aug-2019
4	<p>Planning and Survey Design</p> <ul style="list-style-type: none"> • Revise and finalize survey content 	N/A	(included above)	Aug-2019

	<ul style="list-style-type: none"> Set timeline for survey administration Determine what SIS data is available 			
5	Stakeholder Communication and Buy-in <ul style="list-style-type: none"> 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-2019
6	Web-based Training <ul style="list-style-type: none"> 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-2019
7	Data Transfer and Survey Production <ul style="list-style-type: none"> Import data files into Panorama Platform Quality assurance testing for data files Produce online surveys 	N/A	(included above)	Sep-2019
8	Survey Administration <ul style="list-style-type: none"> 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-2019
9	Reporting <ul style="list-style-type: none"> Discuss reports with the WDE before distributing Conduct in-depth data analyses Create actionable reports for the WDE 	N/A	(included above)	Nov-2019
10	Post-Administration Review and Feedback <ul style="list-style-type: none"> Debrief survey results and findings Support survey data usage and taking action on results Collect feedback from the WDE on the process with Panorama 	N/A	(included above)	Jan-2020
11	Spring Administration		(included above)	Jan 2020- July 2020

	Process and steps detailed in 1-10 above would be repeated for the spring administration of the Wyoming School Climate Survey			
	TOTALS		\$43,000.00	

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/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.

**REQUEST FOR SUPERINTENDENT BALOW'S OR
CHIEF OF STAFF DICKY SHANOR'S SIGNATURE
(Must have Prior approval from appropriate
Agency Chief.)**

**This request for signature of Jillian Balow or
Dicky Shanor has been reviewed and approved
by:**

 Trent Carroll

_____ Shelley Hamel

_____ Kari Eakins

Panorama Education, Inc. provides the survey tools to perform accountability school climate surveys to meet the requirements of WAEA. Panorama also provides some analysis of the climate data and provides reports to school administrators. The software was originally purchased on a bid in May 2016. This contract will be paid with 100% state funds. No federal funds will be utilized for these services. The agency will own and control all data entered in or collected by the software.

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 ATTORNEY
GENERAL'S OFFICE

JUN 25 2021

Client Comments: Susan Williams 100% school foundation
funds not subject to general funds restrictions

Alysia Goldman
APPROVED AS TO 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. **Parties.** 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.
2. **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. **Term of the Amendment.** 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. **Signatures.** 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:

Wyoming Department of Education

Dicky Shanor, Chief of Staff

Date

Trent Carroll, Chief of Operations

Date

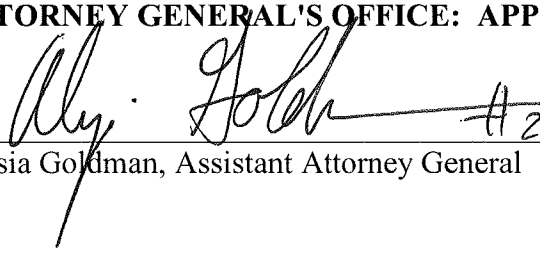
CONTRACTOR:

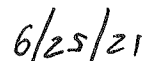
PANORAMA EDUCATION INC.

Gayle McGuire, Contracts Manager

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Alycia Goldman, Assistant Attorney General


Date

REQUISITION FORM

DATE: 6/11/2020

CONTRACT END DATE: 7/31/2021

SHIP/BILL TO: 05
DELIVER TO BUILDING: 05

VENDOR CODE: VC000000181963
NAME: Panorama Education, Inc.
ADDRESS: 24 School Street, Fourth Floor
CITY, STATE, ZIP: Boston, MA 02108
CONTACT: Xan Tanner
PHONE: 617-356-8123

PROGRAM MANAGER: Susan Williams
PREPARED BY: Susan Williams
CONTACT PHONE: 307-777-6252

DOCUMENT TOTAL: \$ 43,000.00
ACCOUNTING LINE TOTAL \$ 43,000.00
OUT OF BALANCE AMOUNT \$ -

ORDER INFORMATION

COMMODITY LINE	QUANTITY	UNIT	COMMODITY CODE	UNIT COST	\$ TOTAL
1	1.00	EACH	240	\$43,000	\$43,000.00
			DESCRIPTION: Computer Software and Licensing		
2		EACH			\$0.00
			DESCRIPTION:		
3		EACH			\$0.00
			DESCRIPTION:		
4		EACH			\$0.00
			DESCRIPTION:		
5		EACH			\$0.00
			DESCRIPTION:		
6		EACH			\$0.00
			DESCRIPTION:		
7		EACH			\$0.00
			DESCRIPTION:		
8		EACH			\$0.00
			DESCRIPTION:		
9		EACH			\$0.00
			DESCRIPTION:		
10		EACH			\$0.00
			DESCRIPTION:		

PAYMENT

ACCOUNTING LINE	COMMODITY LINE REFERENCE	BFY	FUND	AGENCY	UNIT	APPR.	PROGRAM #	OBJ/SUB OBJ	LINE DESCRIPTION	\$ TOTAL
1	1	21	009	205	4702	009	240.01		Software License Fee	\$ 43,000.00
2										
3										
4										
5										
6										
7										
8										
9										
10										

COMMENTS:

DIVISION APPROVAL:



DATE: 06 / 11 / 2020

SUPERINTENDENT DESIGNEE/DEPARTMENT HEAD:



DATE: 06 / 11 / 2020

**REQUEST FOR SUPERINTENDENT BALOW'S OR
CHIEF OF STAFF DICKY SHANOR'S SIGNATURE**
(MUST HAVE PRIOR APPROVAL FROM APPROPRIATE AGENCY CHIEF.)

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

Trent Carroll 

Kari Eakins _____

Shelley Hamel _____

Name of Contract: Panorama Education

Amount of Contract \$ 43,000.00

Description of Contract

Panorama Education, Inc. provides the survey tools to perform accountability school climate surveys to meet the requirements of WAEA. Panorama also provides some analysis of the climate data and provides reports to school administrators. The software was originally purchased on a bid in May 2016. This contract will be paid with 100% state funds. The agency will own and control all data entered in or collected by the software.

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 #: 202197

Entry Date:4/22/2020 3:17:26 PM

Department: Wyoming Department of Education, Finance
Division

Agency Contact: Hert, Ken

Phone: 307-777-3509

Other Agency Contact:

WYOMING ATTORNEY
GENERAL'S OFFICE

JUN 08 2020

Alysia Goldman
APPROVED AS TO FORM

Client Comments: Susan Williams

Contractor/Vendor Name: Panorama Education, Inc

Contract Title: Panorama Education, Inc

Contract Type: IT Contract (routes to
OCIO first)

Contract Amount: 43000.0000

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

Contract Expiration Date: 7/31/2022 12:00:00 AM

Status: AG Approved as to Form

RETURN VIA: Ink Signature - Inter-agency Mail

Assigned Attorney: Kristin Nuss

PANORAMA EDUCATION INC.

- This Contract may be extended three (3) times by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

A. The Agency agrees to pay the Contractor for the services described in Attachment A, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed forty-three thousand dollars (\$43,000.00). Payment shall be made after completion of services and receipt of an invoice. Payment shall be made in accordance with Attachment A and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.

C. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.

5. **Responsibilities of Contractor.** The Contractor agrees to:

- A. Provide the services as described in Attachment A, Statement of Work.
- B. Acknowledge and agree that the Contract is subject to all Federal and State mandates including but not limited to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99), Protection of Pupil Rights Amendment (PPRA), Children's Online Privacy Protection Act, Children's Internet Protection Act and the Children's Privacy Act of 1974.
- C. Acknowledge and agree all information data must be treated as privileged communication and must be held confidential. The Contractor is responsible for security and privacy compliance. The Contractor must take advantage of the appropriate security capabilities and measures and adequate data validation, as well as have appropriate policies and procedures in place to minimize or prevent unlawful access by any person who may have access to the system or environment in which the data is stored. Failure of the Contractor or its employees, agents, or subcontractors to comply with these regulations will be a material breach of the contract and must permit the Agency to immediately terminate the Contract. Any breach of security involving data from public school districts in Wyoming requires notification of the Agency and school districts, as data owner. The Contractor is required to provide a proposed incident response plan as it applies to any observable breach in a system or network that compromises the confidentiality, integrity and availability of Agency data. This includes any suspected violation or threat of violation of required security policies mentioned above. In the event that the Contractor hosts the State of Wyoming's data, the Contractor will be required to notify the Agency's project representative, within twenty-four (24) hours of detection, of any suspected breach of data related to the State of Wyoming's data.
- D. Have written policies governing access to, duplication and dissemination of student data. The Contractor must advise its employees, agents and subcontractors, if any, that they are subject to these confidentiality requirements. The Contractor shall provide its employees, agents and subcontractors, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted.
- E. The Agency will consider any improper disclosure of any information considered confidential under federal or state law to be serious misconduct. All employees of the Contractor are to be made aware that all information collected under the auspices of this Contract can be used only for purposes outlined in this Contract and attachments. Further, individuals may be subject to civil penalties under the Privacy Protection Act of 1974 as amended by the Computer Matching and Privacy Protection Act of 1988 (5 USC Sec 552a) as well as subject to criminal penalties under the Confidential Information Protection and Statistical Efficiency Act of 2002 (Title V of PL 107-347), depending on the nature and extent of the disclosure.

- F. Permit any authorized representative of the Agency to inspect the Contractor's data holding premises for the State of Wyoming data, within reason and only with no less than fourteen (14) business days advanced notice, to determine whether the Contractor is complying with all terms, conditions, and provisions of this Contract.
- G. Notify the Agency's representative of any legal, investigatory, or other demand for access to any Agency related data, in any form.
- H. The following technical specifications will serve as a baseline but are not an all-inclusive data security standard for compliance:
 - i. **Data in transit:** Data transmitted by the third party through an interface to another system, domain or enclave will be done securely using known secure sFTP protocols.
 - ii. **Data at rest:** Data will be stored securely at rest using an agreed upon cipher such as AES 128, AES 256 or other approved cipher configured by the Agency.
 - iii. **Data access controls:** Contractor will utilize the principle of least privilege (PoLP) when assigning user access to Agency related data.
- I. Provide an authorized representative and custodian.

Jillian Evans
Account Director
PANORAMA EDUCATION INC.
24 School Street, 4th Floor, Boston, MA 02108
jevans@panoramaed.com
774-270-1345
- J. Meet at least annually with representatives of the Agency to update and review Agency documentation regarding the collection and management of student information.

6. **Responsibilities of Agency.** The Agency agrees to:

- A. Review these Contract requirements with successor State Superintendent or designee within sixty (60) days of the transition of leadership of the Agency.
- B. Perform its responsibilities as described in the Attachment A, Statement of Work.
- C. Retain student records as the exclusive property of the Agency and Wyoming school districts. No loss of control or ownership will result through this Contract.

D. Meet at least annually with representatives of the Contractor to update and review Agency documentation regarding the collection and management of student information.

E. Provide an authorized representative and custodian.

Susan Williams
Data Collection and Reporting Supervisor
Wyoming Department of Education
122 W. 25th Street, Suite E200, Cheyenne, WY 82002
susan.williams@wyo.gov
307-777-6252

F. Use reasonable efforts to prevent unauthorized access to or use of Contractor's services and products, and notify Contractor promptly of any such unauthorized access or use.

7. Special Provisions

A. **Change Control Management.** The Contractor shall maintain a change control process with all changes and shall be approved by the Agency. The change control process will include the reason for the change, a complete description of work to be performed, an estimate of time and cost to complete the change, a completion date for the change and an impact analysis indicating ramifications or impact to the project.

If unforeseen circumstances arise where a dispute resolution might be needed, the Contractor will submit in writing a description of the problem and proposed resolution to the Agency Project Representative for consideration. If change orders are needed, the Contractor agrees to continue at the hourly rate specified in Attachment A, Statement of Work.

In the event it is determined that a change to Attachment A, Statement of Work, is required, a Contract amendment will be made to the Contract in accordance to the Contract. The change request will be used by the Contractor as the justification for a change to the Statement of Work.

B. **Project Representative.** All project management and coordination for the Agency shall be through a single point of contact designated as the Project Representative. The Agency Project Representative for this project is Susan Williams.

Any and all work performed under this Contract will be subject to approval and acceptance by the Agency Project Representative. In no instance will the Contractor's staff refer any matters to any Agency Director or Deputy Directors or any other official in Wyoming unless initial contact, both verbal and in writing, regarding the matter has first been presented to the Agency Project Representative.

This does not prevent the Contractor from communicating with the Agency's Executive Leadership within the Governor's office with appropriate coordination with the Agency Project Representative (courtesy).

All correspondence from the Contractor shall be addressed directly to the Agency Project Representative. The Agency Project Representative or his designee shall be responsible for corresponding and arranging meetings with Agency personnel and outside Agencies and associations.

The Agency Project Representative shall document performance of the Contractor as to the satisfaction of any deliverables required to meet the requirements of the Contract.

The Contractor will be required to perform its work in compliance with Agency technology standards, policies, and procedures, as well as any applicable Federal guidelines.

- C. **System Failure or Damage.** In the event of system failure or damage, as defined in this paragraph, directly caused in whole or in part as a result of the services provided by the Contractor, the Contractor agrees to use its best efforts to restore the system to operational capacity. System failure or damage for purposes of this Contract will mean the inability of any mechanism provided by the Contractor pursuant to the terms of this Contract, to operate properly and, as a result of its failure to operate properly, critical government functions, including sending and receiving data information, are unable to be performed.
- D. **Use of Subcontractors.** The Contractor shall be wholly responsible for performance of the entire Contract whether or not subcontractors are used. In any event, whether or not there are subcontracting or joint venture arrangements, a prime contractor shall be designated and the prime contractor shall sign this Contract. The Agency reserves the right to reject any named subcontractor or any subcontractor relationship. The Contractor shall not enter into any subcontracts or joint venture arrangement for any of the work proposed under this Contract without prior written acceptance from the Agency.
- E. **Suspension and Debarment.** By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Contractor agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal

funds during the term of this Contract.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract.
- E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. **Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. **Certificate of Good Standing.** The Contractor shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if

required, before performing work under this Contract. Contractor shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.

- H. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- J. Entirety of Contract.** This Contract, consisting of twelve (12) pages and Attachment A, Statement of Work, consisting of six (6) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- K. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- L. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- N. Indemnification.** The Contractor shall release, indemnify, and hold harmless the State, the Agency, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct.
- O. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.
- P. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- Q. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- R. Notice of Sale or Transfer.** The Contractor shall provide the Agency with notice of any sale, transfer, merger, or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Agency determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Agency may, at its discretion, terminate or renegotiate the Contract.

- S. Ownership and Destruction of Documents and Information.** Agency owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Agency-owned data within forty-five (45) days, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.
- T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- U. Insurance Requirements.**
- (i) During the term of this Contract, the Contractor shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
 - (ii) All policies shall be primary over any insurance or self-insurance program carried by the Contractor or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
 - (iii) The Contractor shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
 - (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.

- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency's option, obtain and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Agency reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

V. Insurance Coverage. The Contractor shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

- (i) Cyber Liability Insurance. Cyber liability insurance which shall be sufficiently broad to cover all duties and obligations undertaken by Contractor and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security, with minimum limits as follows:
 - (a) \$2,000,000.00 each occurrence; and
 - (b) \$2,000,000.00 general aggregate.

Coverage shall include breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

- W. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.
- X. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- Y. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has

sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

- Z. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- AA. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- BB. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- CC. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- DD. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- EE. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- FF. Counterparts.** This Contract 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 Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

AGENCY:

Wyoming Department of Education



Dicky Shanor, Chief of Staff

06 / 12 / 2020

Date



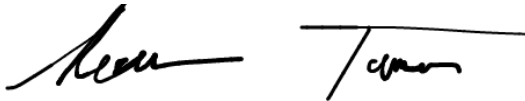
Trent Carroll, Chief of Operations

06 / 11 / 2020

Date

CONTRACTOR:

PANORAMA EDUCATION INC.



Alexander Tanner, Co-Founder and Director of Operations

06 / 10 / 2020

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



For: Bobbi K. Owen, Assistant Attorney General

6/8/2020

Date

TITLE	Contract between Panorama Education & WDE
FILE NAME	Panorama Requisition Form (1).pdf and 2 others
DOCUMENT ID	960ccb544e85a397a43bd80ae8d0a5ba453bf98c
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



06 / 11 / 2020
15:12:26 UTC-7

A new document has been created based off of an existing document with ID 78290f30d92564fa44a9d9dc814142a8d4e63fc4
IP: 159.238.218.133



06 / 10 / 2020
15:21:41 UTC-7

Sent for signature to Alexander Tanner (xtanner@panoramaed.com) from alice.saldana1@wyo.gov
IP: 159.238.218.133



06 / 11 / 2020
15:15:10 UTC-7

Sent for signature to Susan Williams (susan.williams@wyo.gov), Trent Carroll (trent.carroll@wyo.gov) and Dicky Shanor (dicky.shanor@wyo.gov) from alice.saldana1@wyo.gov
IP: 159.238.218.133



06 / 10 / 2020
19:32:25 UTC-7

Viewed by Alexander Tanner (xtanner@panoramaed.com)
IP: 73.63.147.112

TITLE	Contract between Panorama Education & WDE
FILE NAME	Panorama Requisition Form (1).pdf and 2 others
DOCUMENT ID	960ccb544e85a397a43bd80ae8d0a5ba453bf98c
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



06 / 11 / 2020
15:18:26 UTC-7

Viewed by Susan Williams (susan.williams@wyo.gov)
IP: 159.238.218.63



06 / 11 / 2020
18:28:50 UTC-7

Viewed by Trent Carroll (trent.carroll@wyo.gov)
IP: 159.238.218.120



06 / 12 / 2020
08:22:42 UTC-7

Viewed by Dicky Shanor (dicky.shanor@wyo.gov)
IP: 159.238.218.135



06 / 10 / 2020
19:32:40 UTC-7

Signed by Alexander Tanner (xtanner@panoramaed.com)
IP: 73.63.147.112



06 / 11 / 2020
15:19:43 UTC-7

Signed by Susan Williams (susan.williams@wyo.gov)
IP: 159.238.218.63



06 / 11 / 2020
18:30:16 UTC-7

Signed by Trent Carroll (trent.carroll@wyo.gov)
IP: 159.238.218.120

TITLE	Contract between Panorama Education & WDE
FILE NAME	Panorama Requisition Form (1).pdf and 2 others
DOCUMENT ID	960ccb544e85a397a43bd80ae8d0a5ba453bf98c
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SIGNED

06 / 12 / 2020

08:23:03 UTC-7

Signed by Dicky Shanor (dicky.shanor@wyo.gov)

IP: 159.238.218.135



COMPLETED

06 / 12 / 2020

08:23:03 UTC-7

The document has been completed.

REQUISITION FORM

DATE: 6/11/2020

CONTRACT END DATE: 7/31/2021

SHIP/BILL TO: 05
DELIVER TO BUILDING: 05

VENDOR CODE: VC000000181963
NAME: Panorama Education, Inc.
ADDRESS: 24 School Street, Fourth Floor
CITY, STATE, ZIP: Boston, MA 02108
CONTACT: Xan Tanner
PHONE: 617-356-8123

PROGRAM MANAGER: Susan Williams
PREPARED BY: Susan Williams
CONTACT PHONE: 307-777-6252

DOCUMENT TOTAL: \$ 43,000.00
ACCOUNTING LINE TOTAL \$ 43,000.00
OUT OF BALANCE AMOUNT \$ -

ORDER INFORMATION

COMMODITY LINE	QUANTITY	UNIT	COMMODITY CODE	UNIT COST	\$ TOTAL
1	1.00	EACH	240	\$43,000	\$43,000.00
			DESCRIPTION: Computer Software and Licensing		
2		EACH			\$0.00
			DESCRIPTION:		
3		EACH			\$0.00
			DESCRIPTION:		
4		EACH			\$0.00
			DESCRIPTION:		
5		EACH			\$0.00
			DESCRIPTION:		
6		EACH			\$0.00
			DESCRIPTION:		
7		EACH			\$0.00
			DESCRIPTION:		
8		EACH			\$0.00
			DESCRIPTION:		
9		EACH			\$0.00
			DESCRIPTION:		
10		EACH			\$0.00
			DESCRIPTION:		

PAYMENT

ACCOUNTING LINE	COMMODITY LINE REFERENCE	BFY	FUND	AGENCY	UNIT	APPR.	PROGRAM #	OBJ/SUB OBJ	LINE DESCRIPTION	\$ TOTAL
1	1	21	009	205	4702	009	240.01		Software License Fee	\$ 43,000.00
2										
3										
4										
5										
6										
7										
8										
9										
10										

COMMENTS:

DIVISION APPROVAL:



DATE: 06 / 11 / 2020

SUPERINTENDENT DESIGNEE/DEPARTMENT HEAD:



DATE: 06 / 11 / 2020

**REQUEST FOR SUPERINTENDENT BALOW'S OR
CHIEF OF STAFF DICKY SHANOR'S SIGNATURE**
(MUST HAVE PRIOR APPROVAL FROM APPROPRIATE AGENCY CHIEF.)

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

Trent Carroll 

Kari Eakins _____

Shelley Hamel _____

Name of Contract: Panorama Education

Amount of Contract \$ 43,000.00

Description of Contract

Panorama Education, Inc. provides the survey tools to perform accountability school climate surveys to meet the requirements of WAEA. Panorama also provides some analysis of the climate data and provides reports to school administrators. The software was originally purchased on a bid in May 2016. This contract will be paid with 100% state funds. The agency will own and control all data entered in or collected by the software.

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 #: 202197

Entry Date:4/22/2020 3:17:26 PM

Department: Wyoming Department of Education, Finance
Division

Agency Contact: Hert, Ken

Phone: 307-777-3509

Other Agency Contact:

WYOMING ATTORNEY
GENERAL'S OFFICE

JUN 08 2020

Alysia Goldman
APPROVED AS TO FORM

Client Comments: Susan Williams

Contractor/Vendor Name: Panorama Education, Inc

Contract Title: Panorama Education, Inc

Contract Type: IT Contract (routes to
OCIO first)

Contract Amount: 43000.0000

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

Contract Expiration Date: 7/31/2022 12:00:00 AM

Status: AG Approved as to Form

RETURN VIA: Ink Signature - Inter-agency Mail

Assigned Attorney: Kristin Nuss

PANORAMA EDUCATION INC.

- This Contract may be extended three (3) times by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

A. The Agency agrees to pay the Contractor for the services described in Attachment A, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed forty-three thousand dollars (\$43,000.00). Payment shall be made after completion of services and receipt of an invoice. Payment shall be made in accordance with Attachment A and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.

- Contract between Wyoming Department of Education and
PANORAMA EDUCATION INC.

5. **Responsibilities of Contractor.** The Contractor agrees to:

- A. Provide the services as described in Attachment A, Statement of Work.
- B. Acknowledge and agree that the Contract is subject to all Federal and State mandates including but not limited to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99), Protection of Pupil Rights Amendment (PPRA), Children's Online Privacy Protection Act, Children's Internet Protection Act and the Children's Privacy Act of 1974.
- C. Acknowledge and agree all information data must be treated as privileged communication and must be held confidential. The Contractor is responsible for security and privacy compliance. The Contractor must take advantage of the appropriate security capabilities and measures and adequate data validation, as well as have appropriate policies and procedures in place to minimize or prevent unlawful access by any person who may have access to the system or environment in which the data is stored. Failure of the Contractor or its employees, agents, or subcontractors to comply with these regulations will be a material breach of the contract and must permit the Agency to immediately terminate the Contract. Any breach of security involving data from public school districts in Wyoming requires notification of the Agency and school districts, as data owner. The Contractor is required to provide a proposed incident response plan as it applies to any observable breach in a system or network that compromises the confidentiality, integrity and availability of Agency data. This includes any suspected violation or threat of violation of required security policies mentioned above. In the event that the Contractor hosts the State of Wyoming's data, the Contractor will be required to notify the Agency's project representative, within twenty-four (24) hours of detection, of any suspected breach of data related to the State of Wyoming's data.
- D. Have written policies governing access to, duplication and dissemination of student data. The Contractor must advise its employees, agents and subcontractors, if any, that they are subject to these confidentiality requirements. The Contractor shall provide its employees, agents and subcontractors, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted.
- E. The Agency will consider any improper disclosure of any information considered confidential under federal or state law to be serious misconduct. All employees of the Contractor are to be made aware that all information collected under the auspices of this Contract can be used only for purposes outlined in this Contract and attachments. Further, individuals may be subject to civil penalties under the Privacy Protection Act of 1974 as amended by the Computer Matching and Privacy Protection Act of 1988 (5 USC Sec 552a) as well as subject to criminal penalties under the Confidential Information Protection and Statistical Efficiency Act of 2002 (Title V of PL 107-347), depending on the nature and extent of the disclosure.

- F. Permit any authorized representative of the Agency to inspect the Contractor's data holding premises for the State of Wyoming data, within reason and only with no less than fourteen (14) business days advanced notice, to determine whether the Contractor is complying with all terms, conditions, and provisions of this Contract.
- G. Notify the Agency's representative of any legal, investigatory, or other demand for access to any Agency related data, in any form.
- H. The following technical specifications will serve as a baseline but are not an all-inclusive data security standard for compliance:
 - i. **Data in transit:** Data transmitted by the third party through an interface to another system, domain or enclave will be done securely using known secure sFTP protocols.
 - ii. **Data at rest:** Data will be stored securely at rest using an agreed upon cipher such as AES 128, AES 256 or other approved cipher configured by the Agency.
 - iii. **Data access controls:** Contractor will utilize the principle of least privilege (PoLP) when assigning user access to Agency related data.
- I. Provide an authorized representative and custodian.

Jillian Evans
Account Director
PANORAMA EDUCATION INC.
24 School Street, 4th Floor, Boston, MA 02108
jevans@panoramaed.com
774-270-1345
- J. Meet at least annually with representatives of the Agency to update and review Agency documentation regarding the collection and management of student information.

6. **Responsibilities of Agency.** The Agency agrees to:

- A. Review these Contract requirements with successor State Superintendent or designee within sixty (60) days of the transition of leadership of the Agency.
- B. Perform its responsibilities as described in the Attachment A, Statement of Work.
- C. Retain student records as the exclusive property of the Agency and Wyoming school districts. No loss of control or ownership will result through this Contract.

D. Meet at least annually with representatives of the Contractor to update and review Agency documentation regarding the collection and management of student information.

E. Provide an authorized representative and custodian.

Susan Williams
Data Collection and Reporting Supervisor
Wyoming Department of Education
122 W. 25th Street, Suite E200, Cheyenne, WY 82002
susan.williams@wyo.gov
307-777-6252

F. Use reasonable efforts to prevent unauthorized access to or use of Contractor's services and products, and notify Contractor promptly of any such unauthorized access or use.

7. Special Provisions

A. **Change Control Management.** The Contractor shall maintain a change control process with all changes and shall be approved by the Agency. The change control process will include the reason for the change, a complete description of work to be performed, an estimate of time and cost to complete the change, a completion date for the change and an impact analysis indicating ramifications or impact to the project.

If unforeseen circumstances arise where a dispute resolution might be needed, the Contractor will submit in writing a description of the problem and proposed resolution to the Agency Project Representative for consideration. If change orders are needed, the Contractor agrees to continue at the hourly rate specified in Attachment A, Statement of Work.

In the event it is determined that a change to Attachment A, Statement of Work, is required, a Contract amendment will be made to the Contract in accordance to the Contract. The change request will be used by the Contractor as the justification for a change to the Statement of Work.

B. **Project Representative.** All project management and coordination for the Agency shall be through a single point of contact designated as the Project Representative. The Agency Project Representative for this project is Susan Williams.

Any and all work performed under this Contract will be subject to approval and acceptance by the Agency Project Representative. In no instance will the Contractor's staff refer any matters to any Agency Director or Deputy Directors or any other official in Wyoming unless initial contact, both verbal and in writing, regarding the matter has first been presented to the Agency Project Representative.

This does not prevent the Contractor from communicating with the Agency's Executive Leadership within the Governor's office with appropriate coordination with the Agency Project Representative (courtesy).

All correspondence from the Contractor shall be addressed directly to the Agency Project Representative. The Agency Project Representative or his designee shall be responsible for corresponding and arranging meetings with Agency personnel and outside Agencies and associations.

The Agency Project Representative shall document performance of the Contractor as to the satisfaction of any deliverables required to meet the requirements of the Contract.

The Contractor will be required to perform its work in compliance with Agency technology standards, policies, and procedures, as well as any applicable Federal guidelines.

- C. **System Failure or Damage.** In the event of system failure or damage, as defined in this paragraph, directly caused in whole or in part as a result of the services provided by the Contractor, the Contractor agrees to use its best efforts to restore the system to operational capacity. System failure or damage for purposes of this Contract will mean the inability of any mechanism provided by the Contractor pursuant to the terms of this Contract, to operate properly and, as a result of its failure to operate properly, critical government functions, including sending and receiving data information, are unable to be performed.
- D. **Use of Subcontractors.** The Contractor shall be wholly responsible for performance of the entire Contract whether or not subcontractors are used. In any event, whether or not there are subcontracting or joint venture arrangements, a prime contractor shall be designated and the prime contractor shall sign this Contract. The Agency reserves the right to reject any named subcontractor or any subcontractor relationship. The Contractor shall not enter into any subcontracts or joint venture arrangement for any of the work proposed under this Contract without prior written acceptance from the Agency.
- E. **Suspension and Debarment.** By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Contractor agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal

funds during the term of this Contract.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract.
- E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. **Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. **Certificate of Good Standing.** The Contractor shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if

required, before performing work under this Contract. Contractor shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.

- H. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- J. Entirety of Contract.** This Contract, consisting of twelve (12) pages and Attachment A, Statement of Work, consisting of six (6) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- K. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- L. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- N. Indemnification.** The Contractor shall release, indemnify, and hold harmless the State, the Agency, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct.
- O. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.
- P. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- Q. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- R. Notice of Sale or Transfer.** The Contractor shall provide the Agency with notice of any sale, transfer, merger, or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Agency determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Agency may, at its discretion, terminate or renegotiate the Contract.

- S. Ownership and Destruction of Documents and Information.** Agency owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Agency-owned data within forty-five (45) days, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.
- T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- U. Insurance Requirements.**
- (i) During the term of this Contract, the Contractor shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
 - (ii) All policies shall be primary over any insurance or self-insurance program carried by the Contractor or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
 - (iii) The Contractor shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
 - (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.

- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency's option, obtain and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Agency reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

V. Insurance Coverage. The Contractor shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

- (i) Cyber Liability Insurance. Cyber liability insurance which shall be sufficiently broad to cover all duties and obligations undertaken by Contractor and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security, with minimum limits as follows:
 - (a) \$2,000,000.00 each occurrence; and
 - (b) \$2,000,000.00 general aggregate.

Coverage shall include breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

- W. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.
- X. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- Y. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has

sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

- Z. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- AA. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- BB. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- CC. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- DD. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- EE. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- FF. Counterparts.** This Contract 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 Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

AGENCY:

Wyoming Department of Education



Dicky Shanor, Chief of Staff

06 / 12 / 2020

Date



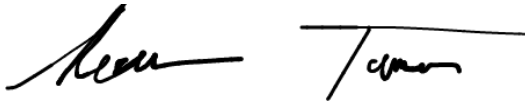
Trent Carroll, Chief of Operations

06 / 11 / 2020

Date

CONTRACTOR:

PANORAMA EDUCATION INC.



Alexander Tanner, Co-Founder and Director of Operations

06 / 10 / 2020

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



For: Bobbi K. Owen, Assistant Attorney General

6/8/2020

Date

TITLE	Contract between Panorama Education & WDE
FILE NAME	Panorama Requisition Form (1).pdf and 2 others
DOCUMENT ID	960ccb544e85a397a43bd80ae8d0a5ba453bf98c
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



06 / 11 / 2020
15:12:26 UTC-7

A new document has been created based off of an existing document with ID 78290f30d92564fa44a9d9dc814142a8d4e63fc4
IP: 159.238.218.133



06 / 10 / 2020
15:21:41 UTC-7

Sent for signature to Alexander Tanner (xtanner@panoramaed.com) from alice.saldana1@wyo.gov
IP: 159.238.218.133



06 / 11 / 2020
15:15:10 UTC-7

Sent for signature to Susan Williams (susan.williams@wyo.gov), Trent Carroll (trent.carroll@wyo.gov) and Dicky Shanor (dicky.shanor@wyo.gov) from alice.saldana1@wyo.gov
IP: 159.238.218.133



06 / 10 / 2020
19:32:25 UTC-7

Viewed by Alexander Tanner (xtanner@panoramaed.com)
IP: 73.63.147.112

TITLE	Contract between Panorama Education & WDE
FILE NAME	Panorama Requisition Form (1).pdf and 2 others
DOCUMENT ID	960ccb544e85a397a43bd80ae8d0a5ba453bf98c
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



06 / 11 / 2020
15:18:26 UTC-7

Viewed by Susan Williams (susan.williams@wyo.gov)
IP: 159.238.218.63



06 / 11 / 2020
18:28:50 UTC-7

Viewed by Trent Carroll (trent.carroll@wyo.gov)
IP: 159.238.218.120



06 / 12 / 2020
08:22:42 UTC-7

Viewed by Dicky Shanor (dicky.shanor@wyo.gov)
IP: 159.238.218.135



06 / 10 / 2020
19:32:40 UTC-7

Signed by Alexander Tanner (xtanner@panoramaed.com)
IP: 73.63.147.112



06 / 11 / 2020
15:19:43 UTC-7

Signed by Susan Williams (susan.williams@wyo.gov)
IP: 159.238.218.63



06 / 11 / 2020
18:30:16 UTC-7

Signed by Trent Carroll (trent.carroll@wyo.gov)
IP: 159.238.218.120

TITLE	Contract between Panorama Education & WDE
FILE NAME	Panorama Requisition Form (1).pdf and 2 others
DOCUMENT ID	960ccb544e85a397a43bd80ae8d0a5ba453bf98c
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SIGNED

06 / 12 / 2020

08:23:03 UTC-7

Signed by Dicky Shanor (dicky.shanor@wyo.gov)

IP: 159.238.218.135



COMPLETED

06 / 12 / 2020

08:23:03 UTC-7

The document has been completed.

REQUISITION FORM

DATE: 6/11/2020

CONTRACT END DATE: 7/31/2021

SHIP/BILL TO: 05
DELIVER TO BUILDING: 05

VENDOR CODE: VC000000181963
NAME: Panorama Education, Inc.
ADDRESS: 24 School Street, Fourth Floor
CITY, STATE, ZIP: Boston, MA 02108
CONTACT: Xan Tanner
PHONE: 617-356-8123

PROGRAM MANAGER: Susan Williams
PREPARED BY: Susan Williams
CONTACT PHONE: 307-777-6252

DOCUMENT TOTAL: \$ 43,000.00
ACCOUNTING LINE TOTAL \$ 43,000.00
OUT OF BALANCE AMOUNT \$ -

ORDER INFORMATION

COMMODITY LINE	QUANTITY	UNIT	COMMODITY CODE	UNIT COST	\$ TOTAL
1	1.00	EACH	240	\$43,000	\$43,000.00
			DESCRIPTION: Computer Software and Licensing		
2		EACH			\$0.00
			DESCRIPTION:		
3		EACH			\$0.00
			DESCRIPTION:		
4		EACH			\$0.00
			DESCRIPTION:		
5		EACH			\$0.00
			DESCRIPTION:		
6		EACH			\$0.00
			DESCRIPTION:		
7		EACH			\$0.00
			DESCRIPTION:		
8		EACH			\$0.00
			DESCRIPTION:		
9		EACH			\$0.00
			DESCRIPTION:		
10		EACH			\$0.00
			DESCRIPTION:		

PAYMENT

ACCOUNTING LINE	COMMODITY LINE REFERENCE	BFY	FUND	AGENCY	UNIT	APPR.	PROGRAM #	OBJ/SUB OBJ	LINE DESCRIPTION	\$ TOTAL
1	1	21	009	205	4702	009	240.01		Software License Fee	\$ 43,000.00
2										
3										
4										
5										
6										
7										
8										
9										
10										

COMMENTS:

DIVISION APPROVAL:



DATE: 06 / 11 / 2020

SUPERINTENDENT DESIGNEE/DEPARTMENT HEAD:



DATE: 06 / 11 / 2020

**REQUEST FOR SUPERINTENDENT BALOW'S OR
CHIEF OF STAFF DICKY SHANOR'S SIGNATURE**
(MUST HAVE PRIOR APPROVAL FROM APPROPRIATE AGENCY CHIEF.)

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

Trent Carroll 

Kari Eakins _____

Shelley Hamel _____

Name of Contract: Panorama Education

Amount of Contract \$ 43,000.00

Description of Contract

Panorama Education, Inc. provides the survey tools to perform accountability school climate surveys to meet the requirements of WAEA. Panorama also provides some analysis of the climate data and provides reports to school administrators. The software was originally purchased on a bid in May 2016. This contract will be paid with 100% state funds. The agency will own and control all data entered in or collected by the software.

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 #: 202197

Entry Date:4/22/2020 3:17:26 PM

Department: Wyoming Department of Education, Finance
Division

Agency Contact: Hert, Ken

Phone: 307-777-3509

Other Agency Contact:

WYOMING ATTORNEY
GENERAL'S OFFICE

JUN 08 2020

Alysia Goldman
APPROVED AS TO FORM

Client Comments: Susan Williams

Contractor/Vendor Name: Panorama Education, Inc

Contract Title: Panorama Education, Inc

Contract Type: IT Contract (routes to
OCIO first)

Contract Amount: 43000.0000

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

Contract Expiration Date: 7/31/2022 12:00:00 AM

Status: AG Approved as to Form

RETURN VIA: Ink Signature - Inter-agency Mail

Assigned Attorney: Kristin Nuss

PANORAMA EDUCATION INC.

- This Contract may be extended three (3) times by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

A. The Agency agrees to pay the Contractor for the services described in Attachment A, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed forty-three thousand dollars (\$43,000.00). Payment shall be made after completion of services and receipt of an invoice. Payment shall be made in accordance with Attachment A and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.

- Contract between Wyoming Department of Education and
PANORAMA EDUCATION INC.

5. **Responsibilities of Contractor.** The Contractor agrees to:

- A. Provide the services as described in Attachment A, Statement of Work.
- B. Acknowledge and agree that the Contract is subject to all Federal and State mandates including but not limited to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99), Protection of Pupil Rights Amendment (PPRA), Children's Online Privacy Protection Act, Children's Internet Protection Act and the Children's Privacy Act of 1974.
- C. Acknowledge and agree all information data must be treated as privileged communication and must be held confidential. The Contractor is responsible for security and privacy compliance. The Contractor must take advantage of the appropriate security capabilities and measures and adequate data validation, as well as have appropriate policies and procedures in place to minimize or prevent unlawful access by any person who may have access to the system or environment in which the data is stored. Failure of the Contractor or its employees, agents, or subcontractors to comply with these regulations will be a material breach of the contract and must permit the Agency to immediately terminate the Contract. Any breach of security involving data from public school districts in Wyoming requires notification of the Agency and school districts, as data owner. The Contractor is required to provide a proposed incident response plan as it applies to any observable breach in a system or network that compromises the confidentiality, integrity and availability of Agency data. This includes any suspected violation or threat of violation of required security policies mentioned above. In the event that the Contractor hosts the State of Wyoming's data, the Contractor will be required to notify the Agency's project representative, within twenty-four (24) hours of detection, of any suspected breach of data related to the State of Wyoming's data.
- D. Have written policies governing access to, duplication and dissemination of student data. The Contractor must advise its employees, agents and subcontractors, if any, that they are subject to these confidentiality requirements. The Contractor shall provide its employees, agents and subcontractors, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted.
- E. The Agency will consider any improper disclosure of any information considered confidential under federal or state law to be serious misconduct. All employees of the Contractor are to be made aware that all information collected under the auspices of this Contract can be used only for purposes outlined in this Contract and attachments. Further, individuals may be subject to civil penalties under the Privacy Protection Act of 1974 as amended by the Computer Matching and Privacy Protection Act of 1988 (5 USC Sec 552a) as well as subject to criminal penalties under the Confidential Information Protection and Statistical Efficiency Act of 2002 (Title V of PL 107-347), depending on the nature and extent of the disclosure.

- F. Permit any authorized representative of the Agency to inspect the Contractor's data holding premises for the State of Wyoming data, within reason and only with no less than fourteen (14) business days advanced notice, to determine whether the Contractor is complying with all terms, conditions, and provisions of this Contract.
- G. Notify the Agency's representative of any legal, investigatory, or other demand for access to any Agency related data, in any form.
- H. The following technical specifications will serve as a baseline but are not an all-inclusive data security standard for compliance:
 - i. **Data in transit:** Data transmitted by the third party through an interface to another system, domain or enclave will be done securely using known secure sFTP protocols.
 - ii. **Data at rest:** Data will be stored securely at rest using an agreed upon cipher such as AES 128, AES 256 or other approved cipher configured by the Agency.
 - iii. **Data access controls:** Contractor will utilize the principle of least privilege (PoLP) when assigning user access to Agency related data.
- I. Provide an authorized representative and custodian.

Jillian Evans
Account Director
PANORAMA EDUCATION INC.
24 School Street, 4th Floor, Boston, MA 02108
jevans@panoramaed.com
774-270-1345
- J. Meet at least annually with representatives of the Agency to update and review Agency documentation regarding the collection and management of student information.

6. **Responsibilities of Agency.** The Agency agrees to:

- A. Review these Contract requirements with successor State Superintendent or designee within sixty (60) days of the transition of leadership of the Agency.
- B. Perform its responsibilities as described in the Attachment A, Statement of Work.
- C. Retain student records as the exclusive property of the Agency and Wyoming school districts. No loss of control or ownership will result through this Contract.

D. Meet at least annually with representatives of the Contractor to update and review Agency documentation regarding the collection and management of student information.

E. Provide an authorized representative and custodian.

Susan Williams
Data Collection and Reporting Supervisor
Wyoming Department of Education
122 W. 25th Street, Suite E200, Cheyenne, WY 82002
susan.williams@wyo.gov
307-777-6252

F. Use reasonable efforts to prevent unauthorized access to or use of Contractor's services and products, and notify Contractor promptly of any such unauthorized access or use.

7. Special Provisions

A. **Change Control Management.** The Contractor shall maintain a change control process with all changes and shall be approved by the Agency. The change control process will include the reason for the change, a complete description of work to be performed, an estimate of time and cost to complete the change, a completion date for the change and an impact analysis indicating ramifications or impact to the project.

If unforeseen circumstances arise where a dispute resolution might be needed, the Contractor will submit in writing a description of the problem and proposed resolution to the Agency Project Representative for consideration. If change orders are needed, the Contractor agrees to continue at the hourly rate specified in Attachment A, Statement of Work.

In the event it is determined that a change to Attachment A, Statement of Work, is required, a Contract amendment will be made to the Contract in accordance to the Contract. The change request will be used by the Contractor as the justification for a change to the Statement of Work.

B. **Project Representative.** All project management and coordination for the Agency shall be through a single point of contact designated as the Project Representative. The Agency Project Representative for this project is Susan Williams.

Any and all work performed under this Contract will be subject to approval and acceptance by the Agency Project Representative. In no instance will the Contractor's staff refer any matters to any Agency Director or Deputy Directors or any other official in Wyoming unless initial contact, both verbal and in writing, regarding the matter has first been presented to the Agency Project Representative.

This does not prevent the Contractor from communicating with the Agency's Executive Leadership within the Governor's office with appropriate coordination with the Agency Project Representative (courtesy).

All correspondence from the Contractor shall be addressed directly to the Agency Project Representative. The Agency Project Representative or his designee shall be responsible for corresponding and arranging meetings with Agency personnel and outside Agencies and associations.

The Agency Project Representative shall document performance of the Contractor as to the satisfaction of any deliverables required to meet the requirements of the Contract.

The Contractor will be required to perform its work in compliance with Agency technology standards, policies, and procedures, as well as any applicable Federal guidelines.

- C. **System Failure or Damage.** In the event of system failure or damage, as defined in this paragraph, directly caused in whole or in part as a result of the services provided by the Contractor, the Contractor agrees to use its best efforts to restore the system to operational capacity. System failure or damage for purposes of this Contract will mean the inability of any mechanism provided by the Contractor pursuant to the terms of this Contract, to operate properly and, as a result of its failure to operate properly, critical government functions, including sending and receiving data information, are unable to be performed.
- D. **Use of Subcontractors.** The Contractor shall be wholly responsible for performance of the entire Contract whether or not subcontractors are used. In any event, whether or not there are subcontracting or joint venture arrangements, a prime contractor shall be designated and the prime contractor shall sign this Contract. The Agency reserves the right to reject any named subcontractor or any subcontractor relationship. The Contractor shall not enter into any subcontracts or joint venture arrangement for any of the work proposed under this Contract without prior written acceptance from the Agency.
- E. **Suspension and Debarment.** By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Contractor agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal

funds during the term of this Contract.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract.
- E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. **Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. **Certificate of Good Standing.** The Contractor shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if

required, before performing work under this Contract. Contractor shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.

- H. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- J. Entirety of Contract.** This Contract, consisting of twelve (12) pages and Attachment A, Statement of Work, consisting of six (6) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- K. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- L. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- N. Indemnification.** The Contractor shall release, indemnify, and hold harmless the State, the Agency, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct.
- O. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.
- P. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- Q. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- R. Notice of Sale or Transfer.** The Contractor shall provide the Agency with notice of any sale, transfer, merger, or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Agency determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Agency may, at its discretion, terminate or renegotiate the Contract.

- S. Ownership and Destruction of Documents and Information.** Agency owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Agency-owned data within forty-five (45) days, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.
- T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- U. Insurance Requirements.**
- (i) During the term of this Contract, the Contractor shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
 - (ii) All policies shall be primary over any insurance or self-insurance program carried by the Contractor or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
 - (iii) The Contractor shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.
 - (iv) All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.

- (v) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency's option, obtain and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.
- (vi) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (vii) The Agency reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

V. Insurance Coverage. The Contractor shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

- (i) Cyber Liability Insurance. Cyber liability insurance which shall be sufficiently broad to cover all duties and obligations undertaken by Contractor and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security, with minimum limits as follows:
 - (a) \$2,000,000.00 each occurrence; and
 - (b) \$2,000,000.00 general aggregate.

Coverage shall include breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

- W. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.
- X. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- Y. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has

sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

- Z. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- AA. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- BB. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- CC. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- DD. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- EE. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- FF. Counterparts.** This Contract 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 Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

AGENCY:

Wyoming Department of Education



Dicky Shanor, Chief of Staff

06 / 12 / 2020

Date



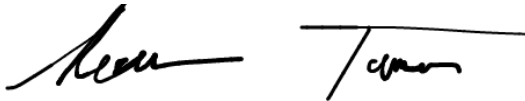
Trent Carroll, Chief of Operations

06 / 11 / 2020

Date

CONTRACTOR:

PANORAMA EDUCATION INC.



Alexander Tanner, Co-Founder and Director of Operations

06 / 10 / 2020

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



For: Bobbi K. Owen, Assistant Attorney General

6/8/2020

Date

TITLE	Contract between Panorama Education & WDE
FILE NAME	Panorama Requisition Form (1).pdf and 2 others
DOCUMENT ID	960ccb544e85a397a43bd80ae8d0a5ba453bf98c
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



06 / 11 / 2020
15:12:26 UTC-7

A new document has been created based off of an existing document with ID 78290f30d92564fa44a9d9dc814142a8d4e63fc4
IP: 159.238.218.133



06 / 10 / 2020
15:21:41 UTC-7

Sent for signature to Alexander Tanner (xtanner@panoramaed.com) from alice.saldana1@wyo.gov
IP: 159.238.218.133



06 / 11 / 2020
15:15:10 UTC-7

Sent for signature to Susan Williams (susan.williams@wyo.gov), Trent Carroll (trent.carroll@wyo.gov) and Dicky Shanor (dicky.shanor@wyo.gov) from alice.saldana1@wyo.gov
IP: 159.238.218.133



06 / 10 / 2020
19:32:25 UTC-7

Viewed by Alexander Tanner (xtanner@panoramaed.com)
IP: 73.63.147.112

TITLE	Contract between Panorama Education & WDE
FILE NAME	Panorama Requisition Form (1).pdf and 2 others
DOCUMENT ID	960ccb544e85a397a43bd80ae8d0a5ba453bf98c
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



06 / 11 / 2020
15:18:26 UTC-7

Viewed by Susan Williams (susan.williams@wyo.gov)
IP: 159.238.218.63



06 / 11 / 2020
18:28:50 UTC-7

Viewed by Trent Carroll (trent.carroll@wyo.gov)
IP: 159.238.218.120



06 / 12 / 2020
08:22:42 UTC-7

Viewed by Dicky Shanor (dicky.shanor@wyo.gov)
IP: 159.238.218.135



06 / 10 / 2020
19:32:40 UTC-7

Signed by Alexander Tanner (xtanner@panoramaed.com)
IP: 73.63.147.112



06 / 11 / 2020
15:19:43 UTC-7

Signed by Susan Williams (susan.williams@wyo.gov)
IP: 159.238.218.63



06 / 11 / 2020
18:30:16 UTC-7

Signed by Trent Carroll (trent.carroll@wyo.gov)
IP: 159.238.218.120

TITLE	Contract between Panorama Education & WDE
FILE NAME	Panorama Requisition Form (1).pdf and 2 others
DOCUMENT ID	960ccb544e85a397a43bd80ae8d0a5ba453bf98c
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



06 / 12 / 2020
08:23:03 UTC-7

Signed by Dicky Shanor (dicky.shanor@wyo.gov)
IP: 159.238.218.135



06 / 12 / 2020
08:23:03 UTC-7

The document has been completed.