

Champaign Unit 4 School District and Panorama Education Student Data Privacy Addendum

use with current vendors

This Data Privacy Addendum (the "Addendum") by and between Champaign Unit 4 School District (the "School District") and Panorama Education (the "**Company**") (collectively, the "Parties") is incorporated in, effective simultaneously with, and modifies the attached agreement between the Parties and all current and supplemental terms and conditions, order forms, policies, practices, procedures, and/or other documentation relating to the attached agreement (collectively, the "Agreement"). To the extent any provision in this Addendum results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and any term of the Agreement that conflicts with this Addendum or is inconsistent with this Addendum shall be of no force or effect.

1. Definition of School District Data

As used in this Addendum, "School District Data" includes:

- "Personally Identifiable Information" and "Education Records" of students as defined in regulations implementing the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. § 99.3;
- "School Student Records" as defined in the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/2(d);
- "Covered Information" as defined in the Illinois Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/5; and
- All other non-public information, including student data, metadata, and user content, of the School District's students.

2. Services and Data Provided

2.1 *Nature of Products or Services Provided.* The Company has agreed to provide the following products and/or services to the School District:

Panorama Student Success: Platform License Fee

Access to Panorama Student Success Platform and Support (as defined in the Terms and Conditions) for 3 middle schools & 5th grade (2,600 students):

- Dashboards and reporting for teachers, student support staff, school administrators, and district administrators
- Panorama's social-emotional learning survey or screener for students and staff
 - Includes survey administration, analysis, and reporting
- Includes access to Panorama Student Survey and Equity & Inclusion Survey
 - Includes survey administration, analysis, and reporting
- Ongoing integration of eSchoolPLUS & standard filters into Student Success platform. Includes behavior, attendance, coursework, rosters, and demographics

- Ongoing integration of NWEA-MAP into Student Success platform
- Intervention tracking

Panorama Social-Emotional Learning and Intervention Tracking; Platform License for Elementary and High Schools (7,400 students)

Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting.

- Student surveys
- Roster integration with eSchoolPLUS
- Access to Panorama’s Playbook and library of SEL intervention strategies
- Intervention tracking and reporting

Professional Development: Virtual

Includes prep and digital access to materials:

- 2 sessions (60-90 minutes each)

Professional Development: Virtual Equity Workshop

Includes prep and digital access to materials:

- 1 session (60-90 minutes each) with up to 5 participants in each session. Sessions can be offered within one month of request, pending trainer availability

2.2 *School District Data Provided.* To allow the Company to provide the products and/or services described in *Section 2.1*, the School District will provide the following categories or types of School District Data to the Company in Exhibit B.

2.3 *Minimum Data Necessary Shared.* The Company attests that the data requested by the Company from the School District for the School District to access the Company’s products and/or services represents the minimum necessary data for the products and/or services as described in the Agreement and this Addendum.

2.4 *Publication of Agreement and Subcontractors.* Under SOPPA, the School District must publish the Company’s name and business address, a copy of the Agreement and this Addendum, and a list of any subcontractors to whom School District Data may be disclosed. The Company agrees to provide to the School District prior to execution of the Agreement and this Addendum the name, business address, and list of subcontractors to be published.

3. Compliance with Law

3.1 The Company agrees that all sharing, use, and storage of School District Data will be performed in accordance with all applicable Federal and State laws. The Company agrees that it will comply with all applicable laws and refrain from using School District Data in any way prohibited by any law, whether such requirements are specifically set forth in this Addendum. Applicable laws may include, but are not limited to, FERPA; ISSRA; SOPPA; the Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6502; the Protection of Pupil Rights Amendment (“PPRA”), 20 U.S.C. 1232 h; and the Illinois Children’s

Privacy Protection and Parental Empowerment Act ("CPPPEA"), 325 ILCS 17/1 et seq.

4. Data Ownership and Use

- 4.1 *Data Ownership and Control.* The School District Data and any intellectual property rights thereto remain the property of and under the control of the School District. The Company does not obtain any right, title, or interest in any of the School District Data furnished by the School District.
- 4.2 *School District Access to Data.* Any School District Data in the possession or under the control of the Company shall be made available to the School District upon request by the School District. The Company shall be responsible to provide copies of or access to School District Data in the possession or under the control of the Company to the School District within a reasonable time frame and in all cases within time frames that will allow timely compliance by the School District with any statutorily or court ordered deadline. This includes requests under the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 et seq., requests regarding student records under FERPA or ISSRA, requests for records in discovery in state or federal court or administrative proceedings, and any other request.
- 4.3 *Company Use of Data.* The Company may use and disclose the School District Data only for the purposes described in the Agreement and only in a manner that does not violate local, state, or federal privacy laws and regulations. These include, but are not limited to, the following requirements, as applicable:
 - 4.3.1 School Officials Requirements. The Company acknowledges that it is acting and designated as a "school official" or "official of the school" with a "legitimate educational interest" in the School District Data as those terms are used in FERPA, ISSRA, and SOPPA (a "School Official"). The Company agrees to abide by the limitations and requirements applicable to a School Official. The Company agrees it is performing an institutional service or function for which the school would otherwise use employees and is under the direct control of the school with respect to the use and maintenance of the School District Data. The Company agrees that it will use the School District Data only for authorized purposes and will comply with all limitations and requirements imposed on a School Official under FERPA, ISSRA, and SOPPA, including the requirements that the Company: (1) collect and use School District Data only for the purpose of fulfilling its duties under the Agreement and this Addendum and only for the benefit of the School District and its end users; (2) will not share, disclose, or re-disclose the School District Data to any third party or affiliate except as permitted by FERPA, ISSRA, and SOPPA or provided for in this Addendum, otherwise authorized in writing by the School District, or pursuant to a court order; (3) will not use School District Data (including metadata) for advertising or marketing purposes

unless such use is specifically authorized by this Addendum or otherwise authorized in writing by the School District.

4.3.2 PPRA Requirements. With respect to the Company's collection, disclosure, or use of School District Data as governed by the PPRA, the Company's collection, disclosure, or use of any School District Data shall be for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, the School District's students or educational institutions, or otherwise for the use and benefit of the school. The Company will not use the School District Data for any purpose other than the School District's purpose.

4.3.3 COPPA Requirements. To the extent applicable, the Company agrees that its use of the School District Data will be solely for the benefit of the School District's students and for the school system, and that the Company will not collect personal information from students for any purpose other than the School District's purpose, including any other commercial purpose.

4.4 *Internal Company Disclosure.* The Company attests that only individuals or classes of individuals who are essential to perform the work under the Agreement will have access to the School District Data and that those individuals and classes of individuals will be familiar with and bound by this Addendum and relevant law. The Company shall cause each officer, director, employee, subcontractor, and other representative who will have access to any School District Data during the term of the Agreement to comply with all legal requirements applicable to the School District Data, including but not limited to those outlined in this Agreement and under relevant law.

5. Company Obligations Regarding Data

5.1 *Safeguards.* The Company agrees to take appropriate administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District Data. The Company shall ensure that School District Data are secured and encrypted to the greatest extent practicable during use, storage and/or transmission.

5.1.1 *Security Procedures and Practices.* The Company agrees that at it will implement and maintain security procedures and practices that, at a minimum, are designed to protect covered information from unauthorized access, destruction, use, modification, or disclosure that based on the sensitivity of the data and the risk from unauthorized access: (i) use technologies and methodologies that are consistent with the U.S. Department of Commerce's National Institute of Standards and Technology's Framework for Improving Critical Infrastructure Cybersecurity Version 1.1. and any updates to it; or (ii) maintain technical safeguards as they relate to the possession of covered information in a manner consistent with the provisions of 45 C.F.R. 164.312.

- 5.1.2 *Storage of Data.* The Company agrees to store and process the School District Data in a manner that is no less protective than those methods used to secure the Company's own data. The Company agrees that School District Data that will be stored on the Company's equipment or systems will be located within the United States.
- 5.1.3 *Audit of Safeguards.* The Company shall maintain complete and accurate records of its security measures for School District Data and produce such records to the School District for purposes of audit upon reasonable prior notice during normal business hours. The School District reserves the right at its sole discretion to audit the Company's storage of School District Data at the School District's expense to ensure compliance with the terms of the Agreement and this Addendum.
- 5.1.4 *Reasonable Methods.* The Company agrees to use "reasonable methods" to ensure to the greatest extent practicable that the Company and all parties accessing School District Data are compliant with state and federal law. The School District reserves the right to audit such measures upon reasonable prior notice during business hours.
- 5.2 *Privacy Policy.* The Company must publicly disclose material information about its collection, use, and disclosure of covered information, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document. Any changes the Company may implement with respect to its privacy policies or terms of use documents shall be ineffective and inapplicable with respect to the School District and/or School District Data unless the School District affirmatively consents in writing to be bound by such changes. Access by students or parents/guardians to the Company's programs or services governed by the Agreement and this Addendum or to any School District Data stored by the Company shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this Addendum.
- 5.3 *Data Return/Destruction.* Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, at a time when some or all the School District Data is no longer needed for purposes of the Agreement, or upon the School District's request, the Company covenants and agrees that it promptly shall return to the School District all School District Data in the Company's possession and control. If return of the data is not feasible or if the School District agrees, then the Company shall destroy the data. The Company agrees to send a written certificate that the data was properly destroyed or returned. Such certificate shall be delivered within 30 days of the date of the event triggering return/destruction (e.g., within 30 days of the termination of the Agreement, within 30 days of the School District's request or notification to the Company that the data is no longer needed for the purposes of the Agreement). The Company shall destroy School District Data in a manner consistent with industry standards set forth by security frameworks

such as the U.S. Department of Commerce's National Institute of Standards and Technology's Framework . The only exception to the requirements of this *Section 5.3* is if the Company has express written consent from a student's parent or legal guardian consenting to the maintenance of the covered information.

5.4 *Authorizations.* The Company agrees to secure individual School District or parent/guardian written authorizations to maintain or use the School District Data in any manner beyond the scope of or after the termination of the Agreement.

5.5 *Data Breach.* For purposes of this section, "data breach" means the unauthorized disclosure of data, unauthorized provision of physical or electronic means of gaining access to data that compromises the security, confidentiality, or integrity of School Student Data, or other unauthorized access, alteration, use or release of School District Data, as well as any other circumstances that could have resulted in such unauthorized disclosure, access, alteration, or use.

5.5.1 In the event of a data breach, the Company agrees to the following: (1) notify the School District by telephone and email within the most expedient time possible and without unreasonable delay, but no later than 24 hours after the determination that a breach has occurred; (2) at the time notification of the breach is made, provide the School District with the name and contact information for an employee of the Company who shall serve as the Company's primary security contact; (3) assist the School District with any investigation, including interviews with Company employees and review of all relevant records; (4) provide the School District within the most expedient time possible and without unreasonable delay, and in no case later than fifteen (15) days after notification to the School District that a data breach occurred, the number of students whose covered information is involved in the breach; the date, estimated date, or estimated date range of the breach; a description of the covered information that was compromised or reasonably believed to have been compromised in the breach; and contact information for the person who parents/guardians may contact at the Company regarding the breach; and (4) assist the School District with any notification the School District deems necessary related to the security breach. The Company agrees to comply with the terms of this *Section 5.5.1* regardless of whether the misuse or unauthorized release of School District Data is the result of or constitutes a material breach of the Agreement or this Addendum.

5.5.2 The Company shall not, unless required by law, provide any notices except to the School District without prior written permission from the School District.

5.5.3 The Company shall reimburse and indemnify the School District for all costs imposed on the School District or reasonably undertaken by the

School District at its discretion associated with a data breach, except if caused by the School District, including but not limited to reimbursement of costs associated with notifying individuals whose information was compromised and notifying required regulatory agencies; fees paid to provide credit monitoring to impacted individuals; legal fees, audit costs, fines, and any other fees or damages reasonably undertaken by or imposed against the School District except if the School District caused the security breach; and any other notifications, legally mandated responses, or responses reasonably undertaken by the School District in response to the breach, except if the breach was caused by the School District, its personnel, representatives or agents.

6. Prohibited Uses

6.1 The Company shall not do any of the following:

6.1.1 Sell School District Data; use or share School District Data for purposes of targeted advertising, as defined in Section 85/5 of SOPPA; or use School District Data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement and this Addendum and explicitly authorized in writing by the District;

6.1.2 Use information, including persistent unique identifiers, created or gathered by the operator's site, service, or application to amass a profile about a student, except in furtherance of "K through 12 school purposes," as defined by SOPPA. "Amass a profile" does not include the collection and retention of account information that remains under the control of the student, the student's parent or legal guardian, or the School District; or

6.1.3 Sell or rent a student's information, including covered information. This *Section* does not apply to the purchase, merger, or other type of acquisition of the Company by another entity if the Company or its successor entity complies with all relevant law and this Addendum regarding previously acquired School District Data.

6.2 Notwithstanding the previous paragraphs and any other terms of this Addendum, the Company may use School District Data for maintaining, developing, supporting, improving, or diagnosing the operator's site, service, or application if such use is authorized by Federal or State law. The Company agrees to notify the School District if it believes release of School District Data is otherwise justified under law, including the reasons set forth in SOPPA Section 84/10(4); however, any such disclosure must be made by the School District and pursuant to valid ISSRA and FERPA exceptions. For the avoidance of doubt, the Company may use Blind Data (as defined in the Agreement) for the purposes set forth in the Agreement.

Effective Date. The Addendum shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

Company Name

Gayle McGuire

Signature
Gayle McGuire

Name
Contract Specialist

Title 06 / 01 / 2021

Date

School District

[Signature]

Signature
Randa Thornton

Name
Executive Director of Data

Title
6/9/21

Date

Exhibit A
Agreement

Exhibit B
SCHOOL DISTRICT DATA PROVIDED

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	√
	Other application technology meta data-Please specify: Note 1	√
Application Use Statistics	Meta data on user interaction with application	√
Assessment	Standardized test scores	√
	Observation data	√
	Other assessment data-Please specify:	√
	Note 2	
Attendance	Student school (daily) attendance data	√
	Student class attendance data	√
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	√
Demographics	Date of Birth	√
	Place of Birth	√
	Gender	√
	Ethnicity or race	√
	Language information (native, or primary language spoken by student)	√
	Other demographic information-Please specify: Note 2	√

Enrollment	Student school enrollment	√
	Student grade level	√
	Homeroom	√
	Guidance counselor	√
	Specific curriculum programs	√
	Year of graduation	√
	Other enrollment information-Please specify:	√
	Note 2	
Parent/Guardian Contact Information	Address	√
	Email	√
	Phone	√
Parent/Guardian ID	Parent ID number (created to link parents to students)	√
Parent/Guardian Name	First and/or Last	√
Schedule	Student scheduled courses	√
	Teacher names	√
Special Indicator	English language learner information	√
	Low income status	√
	Medical alerts/health data	√
	Student disability information	√
	Specialized education services (IEP or 504)	√
	Living situations (homeless/foster care)	√
	Other indicator information-Please specify:	√
	Note 2	

Student Contact Information	Address	√
	Email	√
	Phone	√
Student Identifiers	Local (School district) ID number	√
	State ID number	√
	Provider/App assigned student ID number	√
	Student app username	√
	Student app passwords	√
Student Name	First and/or Last	√
Student in App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	√
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	√
Student Survey Responses	Student responses to surveys or questionnaires	√
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>
	Other student work data-Please specify:	<input type="checkbox"/>
Transcript	Student course grades	√
	Student course data	√
	Student course grades/performance scores	√
	Other transcript data-Please specify Note 2	√
Transportation	Student bus assignment	√

	Student pick up and/or drop off location	√
	Student bus card ID number	√
	Other transportation data-Please specify: Note 2	√
Other	<p>Please list each additional data element used, stored, or collected by your application:</p> <p>Note 1: operating system, browser version, device type, location (from IP)</p> <p>Note 2: Each LEA determines the data made available as part of Provider's Services, and it may choose to send to Provider data not explicitly listed in Exhibit B, covered by various "Other" categories. Such data is impossible to exhaustively list, because each LEA determines the data relevant to its work and objectives with Provider. All data that Provider specifically requests or requires as part of providing Services is explicitly listed in Exhibit B. Provider expects that each LEA chooses a subset of the data in Exhibit B to use in conjunction with Provider's Services.</p>	<input type="checkbox"/>

None	No Student Data collected at this time. Provider will immediately notify Unit 4 if this designation is no longer applicable.	<input type="checkbox"/>

Exhibit C

Nature of Products or Services Provided

The Company shall be providing the following products or services to the School District:

Panorama Student Success: Platform License Fee

Access to Panorama Student Success Platform and Support (as defined in the Terms and Conditions) for 3 middle schools & 5th grade (2,600 students):

- Dashboards and reporting for teachers, student support staff, school administrators, and district administrators
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