**AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT 74 AND PANORAMA EDUCATION, INC.**

This Amendment is entered into as of July 1, 2021, by and between the Board of Education of Lincolnwood School District No. 74 ("Client") and Panorama Education, Inc. ("Panorama") pursuant to the Service Order starting July 1, 2021, and its attached Terms and Conditions (collectively, the "Agreement"), and shall continue in force for any extensions of the Agreement or subsequent renewals or order forms, unless otherwise agreed by the Parties.

1. **Terms and Conditions**. This Amendment supplements the Agreement entered into by the Parties. Terms and conditions not amended herein shall have the same meaning as in the Agreement. If there is an express conflict between this Amendment and the Agreement, the terms of this Amendment will prevail..

2. **Auto-Renewal**. The term of the Agreement between the parties shall not automatically renew. Subsequent extensions of the Agreement shall require notice to and approval of the Client and Panorama.

3. **FOIA/OMA.** Client shall not be required to make any claim of privilege that may be applicable to prevent disclosure in response to, and will not be required to notify Panorama prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Panorama acknowledges and agrees that the Agreement is not confidential or exempt from disclosure under the Illinois Freedom of Information Act or Open Meetings Act.

4. **Governing Law/Venue.** This Agreement will be governed and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law provisions. Venue for all actions between the parties shall lie solely in the Circuit Court of Cook County, Illinois, and Panorama hereby submits to the jurisdiction of that court. Any references to binding arbitration shall be deleted from the Agreement.

5. **Illinois Student Privacy Laws.** In addition to its obligation to maintain student data in accordance with applicable federal laws, Panorama shall also maintain all student data obtained from Client in accordance with any applicable Illinois laws, including (without limitation, and only to the extent applicable) the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*); and the *Illinois Student Online Personal Protection Act* (105 ILCS 85/1 *et seq.*) (herein "SOPPA"). In accordance with SOPPA, Panorama and the School District agree as follows:

    a. The categories or types of SOPPA-covered information, as defined in Section 5 of SOPPA, to be provided to Panorama pursuant to this Agreement may include:

        i. Information created by or provided to Panorama by a student or the student's parent or legal guardian in the course of the student's,

parent's, or legal guardian's use of the operator's site, service, or application for K through 12 school purposes;

ii. Information created by or provided to Panorama by an employee or agent of Client for school purposes; or

iii. Information gathered by Panorama through the operation of its site, service, or application for K through 12 school purposes and which personally identifies a student, including, but not limited to, information in the student's electronic mail, first and last name, electronic mail address, or other student identifiers.

b. The products or services being provided to Client by Panorama are as described in the documents that comprise this Agreement.

c. Pursuant to the federal Family Educational Rights and Privacy Act of 1974 ("FERPA"), Panorama is acting as a school official with a legitimate educational interest, is performing an institutional service or function for which the school would otherwise use employees, under the direct control of the school, with respect to the use and maintenance of covered information, and is using the covered information only for an authorized purpose and may not re-disclose it to third parties or affiliates, unless otherwise permitted under SOPPA, without permission from the school or parent, or pursuant to court order. This prohibition against disclosure shall not apply to aggregate summaries of de-identified information which may be used as permitted under the Agreement, SOPPA, FERPA or other applicable Federal or Illinois laws.

d. If a breach of covered information in Panorama's possession and control is attributed to Panorama under SOPPA, reasonable costs and expenses incurred by Client in investigating and remediating the breach to the extent caused by Panorama's failure to use reasonable safeguards in preventing such breach  will be allocated to Panorama, except for the cost of School District personnel. The costs and expenses may include, but are not limited to, all items described in Section 15(4)(D) of SOPPA, as now written or as may be amended from time to time. Panorama shall indemnify and defend Client, and its individual Board members, officers, employees, agents, and successors against third-party claims, charges, causes of action, and liability of any kind, including but not limited to attorney's fees, to the extent arising directly and specifically from any security or privacy breach involving SOPPA-covered information in Panorama's possession and control as a result of negligent or intentional acts or omissions of Panorama.

e. Panorama must delete or transfer to Client all SOPPA-covered information within ninety (90) days if the information is no longer needed for the purposes of this Agreement.  Panorama must delete, within a reasonable time period, a student's SOPPA-covered information if the Client requests

deletion, unless the student or student's parent consents to the maintenance of the SOPPA-covered information. "Deletion" means deletion in a manner consistent with the media sanitization practices described under industry recognized standards.

f.  Because Client maintains a website, SOPPA requires that Client must publish a copy of this Agreement on the website.

g.  In case of any breach, within the most expedient time possible and without unreasonable delay, but no later than 30 calendar days after the determination that a breach has occurred, Panorama shall notify the Superintendent of Schools of any breach of the students' SOPPA-covered information.

h.  Upon Client's written request, Panorama shall provide to Client a list of any third parties or affiliates to whom Panorama is currently disclosing SOPPA-covered information or has disclosed SOPPA-covered information related to the Agreement. This list must, at a minimum, be updated and provided to the school by the beginning of each fiscal year and at the beginning of each calendar year upon Client's written request.

6.  **Insurance**.  During the term of this Agreement and any renewal thereof, Panorama shall maintain a cyber-liability insurance policy insuring against data breaches.  Client shall be named as an additional insured on such policy.  .

7.  **Authority to Execute.**  Each signatory hereto represents and warrants that he or she has the proper corporate authority to execute this Amendment and bind his or her entity to the terms and conditions hereof.

**WHEREAS,** this Amendment and its terms and conditions are agreed upon by the Parties on the date set forth above.

**BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT 74 COOK COUNTY, ILLINOIS**

By: _____

Its: _____

Date: _____

**PANORAMA EDUCATION, INC.**

*Gayle McGuire*

By: _____

Its: Contract Specialist _____

Date: 05 / 10 / 2021 _____

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