



STATE OF UTAH CONTRACT
UTAH STATE BOARD OF EDUCATION

1. CONTRACTING PARTIES: This contract is between the Utah State Board of Education, referred to as the State Entity or USB E, and the following Contractor:

<u>Lexia Learning</u>	Name		
<u>300 Baker Ave, Ste 320</u>	Address		
<u>Concord</u>	<u>MA</u>	<u>01742</u>	
City	State	Zip	

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Government Agency

Point of Contact: Nick Gaehde Phone # 800-435-3942 Email: orders@lexialearning.com
Vendor # VC0000162087 Commodity Code # 20800E

- 2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: multi-language learning software for K-5.
- 3. PROCUREMENT: This contract is entered into as a result of the procurement process of Solicitation # USBEZC21050RFP, in FY21.
- 4. CONTRACT PERIOD: Effective Date: 7/1/2021 Termination Date: 6/30/2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A.
- 5. ATTACHMENT A: State of Utah Standard Terms and Conditions for Goods and Services
ATTACHMENT B: Scope of Work

The Order of Precedence, for any conflicts, shall be resolved in favor of 1) Attachment A, 2) other USB E terms and conditions, 3) Scope of Work, 4) this Contract signature page, then 5) Contractor terms and conditions, if any. Any limit of liability or limit of the State Entity's rights must be signed by USB E.

- 7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - b. Utah State Procurement Code, Procurement Rules, and Contractor's response to, and, Solicitation #USBEZC21050RFP.
- 8. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Peter D. Koso Digitally signed by Peter D. Koso
Date: 2021.06.15 16:43:55 -04'00'

Contractor's signature Date

Peter Koso Vice President

Type or Print Name and Title

UTAH STATE BOARD OF EDUCATION

Jacobson, Deborah Digitally signed by Jacobson, Deborah
Date: 2021.07.08 09:04:09 -06'00'

Agency's signature Date

Deborah Jacobson, Finance Director

Type or Print Name and Title

<u>Zac Christensen</u>	<u>801-538-7538</u>	<u></u>	<u>zac.christensen@schools.utah.gov</u>
Agency Contact Person	Telephone Number	Fax Number	Email

ATTACHMENT A: UTAH STATE BOARD OF EDUCATION STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - 1.1. **“Authorized Persons”** means Contractor’s employees, officers, partners, Subcontractors or other agents of Contractor who require access to Data and have a legitimate educational interest in the education records to enable the Contractor to perform its responsibilities under this Contract.
 - 1.2. **“Confidential Information”** means information that is deemed confidential under applicable state and federal laws. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - 1.3. **“Contract”** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term “Contract” shall include any purchase orders that result from this Contract.
 - 1.4. **“Contract Signature Page(s)”** means the State of Utah cover page(s) that the State Entity and Contractor signed.
 - 1.5. **“Contractor”** means the individual or entity delivering the Procurement Item identified in this Contract. The term “Contractor” shall include Contractor’s agents, officers, employees, partners, and subcontractors.
 - 1.6. **“Data”** includes Student Personally Identifiable Information and Educator Data, and may also include Confidential Information.
 - 1.7. **“Destroy” or “Destruction”** means to remove Data such that it is not maintained in retrievable form and cannot be retrieved in the normal course of business.
 - 1.8. **“Educator Data”** includes, but is not limited to, the educator’s name; any unique identifier, including social security number; and other information that, alone or in combination, is linked or linkable to a specific educator.
 - 1.9. **“Incident”** means the potentially unauthorized access to Data that Contractor believes could reasonably result in the use, disclosure, or theft of Data within the possession or control of Contractor or Contractor’s Subcontractors.
 - 1.10. **“Metadata”** includes all information created manually or automatically to provide meaning or context to other data.
 - 1.11. **“Person”** shall have the same meaning as found in Administrative Rule R33-1-1.
 - 1.12. **“Procurement Item,” “Good,” or “Service”** means a supply, a service, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
 - 1.13. **“Response”** means the Contractor’s bid, proposal, quote, or any other document used by the Contractor to respond to the State Entity’s Solicitation.
 - 1.14. **“Solicitation”** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statements of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - 1.15. **“State Entity”** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - 1.16. **“State of Utah” or “State”** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - 1.17. **“Student Personally Identifiable Information” or “PII”** has the same meaning as that found in U.C.A § 53E-9-301 and 34 § CFR 99.3, and includes both direct identifiers (such as a student’s or other family member’s name, address, student number, or biometric number) and indirect identifiers (such as a student’s date of birth, place of birth, or mother’s maiden name). Indirect identifiers that constitute PII also include metadata or other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
 - 1.18. **“Subcontractor”** means a person under contract with Contractor or another subcontractor to provide services or labor as provided herein or for design or construction, including a trade contractor or specialty contractor.
 - 1.19. **“Targeted Advertising”** means advertising to a student or a student’s parent by Contractor if the advertisement is based on information or Data Contractor collected or received under this Contract.

- 1.20. **“USBE” or “Utah State Board of Education”** means the Utah State Board of Education, the board, and its elected or appointed officers, employees, agents, and authorized volunteers.
2. **GOVERNING LAW AND VENUE:** This Contract is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Contractor shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including 2 CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION AND RIGHT TO AUDIT:**
- 4.1. **Records:** Contractor shall maintain records necessary to properly account for Contractor’s compliance, performance, and the payments made by USBE to Contractor. These records shall be retained by Contractor for six years after final payment, or until all audits initiated within the six years have been completed, whichever is later.
- 4.2. **Audit:** Contractor agrees to provide, at no additional cost, the State of Utah, federal program staff, USBE staff, and their designees access to questionnaires and internal and external audit reports. This includes the right to audit all such records and Contractor’s sites and environments during normal business hours, and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** Contractor shall, at its own expense, obtain all permits, licenses, and approvals necessary for the performance of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT “STATUS VERIFICATION SYSTEM”:** Contractor shall comply with the requirements of the Status Verification System, also referred to as “E-verify,” as required by Utah Code § 13-47-2 et seq.
7. **DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST:** Contractor shall disclose whether any of its officers or employees are current or former officers or employees of USBE or the State of Utah. Contractor shall disclose if a current USBE employee is hired during the Contract (e.g., dual employment).
8. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and shall not act or hold itself out as an officer, employee, or agent of USBE, except as to the specific and limited agency created by the section “Agent Designation” below.
9. **INDEMNITY:** Contractor shall be fully liable for its actions and shall fully indemnify USBE and the State of Utah from all claims arising out of Contractor’s performance, without limitation, except for the portion of any claim that is the sole fault of USBE or the State of Utah. Any limitation of Contractor’s liability shall not apply to injuries to persons, including death, or to damages to property.
10. **CONFIDENTIALITY:** Confidential Information obtained by the Contractor may only be used for the purposes identified in this contract. Contractor shall notify USBE within one calendar day of any potential or actual misuse or unauthorized disclosure of confidential information.
11. **AMENDMENTS:** Amendments to this Contract, including execution of renewal options and changes to the scope, must be made by signed written agreement of both parties.
12. **DEBARMENT/SUSPENSION:** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, or declared ineligible by any governmental entity. Contractor shall notify USBE within 30 days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
13. **TERMINATION:**
- 13.1. **Termination for Cause:** This Contract may be terminated for cause by either party. A party in violation shall be given 10 days’ written notice to correct and cease the violations, after which this Contract may be terminated immediately.
- 13.2. **Termination for Convenience:** This Contract may be terminated without cause (for convenience) by USBE upon 30 days’ written notice to Contractor.
- 13.3. **Termination by Mutual Agreement:** USBE and Contractor may terminate this Contract, in whole or in part, at any time, by written amendment.
- 13.4. **Termination For Nonappropriation of Funds:** Upon 30 days’ written notice to Contractor, this Contract may be amended or terminated by USBE if USBE reasonably determines: (i) a change in federal or state legislation or applicable laws materially affects the ability of either party to perform under

the terms of this Contract; or (ii) a change in available funds affects USBE's ability to perform under this Contract.

13.5. Contract Closeout: USBE shall pay Contractor for all Procurement Items ordered prior to termination of this Contract and accepted by USBE. USBE's exercise of its right to terminate this Contract shall not relieve the Contractor of any liability to USBE for any damages or claims arising under this Contract. USBE shall not be liable for any penalties or liquidated damages that accrue after the effective date of termination.

13.6. Return or Destruction of Data: Following the termination of this Contract, USBE reserves the right to request a complete and secure (*i.e.*, encrypted and appropriately authenticated) download file of all data. After USBE has accepted the return of data, declines the return of data, or provides other instructions, Contractor shall immediately destroy all data. If, after 30 days from termination, USBE has failed to make a request regarding data, Contractor shall immediately destroy the data. The Contractor shall notify USBE in writing of the date the data is destroyed.

14. SALES TAX EXEMPTION: USBE is a tax-exempt organization, and Contractor shall not include sales tax in any request for payment.

15. WARRANTY OF PROCUREMENT ITEMS: Unless a longer warranty period is contained in the Contract, Contractor warrants for a period of one year that: (i) the Procurement Items perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Items are suitable for the ordinary purposes for which such Procurement Items are used; (iii) the Procurement Items are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Items are designed and manufactured in a commercially reasonable manner; (v) the Procurement Items are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Items are free of defects. Unless otherwise specified, all Procurement Items provided shall be new and unused of the latest model or design.

16. CONTRACTOR'S INSURANCE RESPONSIBILITY:

16.1. Contractor shall maintain insurance during this Contract. All insurance policies required by this Contract shall be issued by insurance companies with an AM Best rating of A-VIII or better.

16.2. The Contractor shall maintain the following insurance coverage:

16.2.1. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction of the State of Utah at the statutory limits required by said jurisdiction.

16.2.2. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy shall be no less than \$1,000,000.00 per person per occurrence and \$3,000,000.00 aggregate.

16.2.3. If Contractor uses a vehicle in the performance of this Contract, Contractor shall maintain Commercial Automobile Liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in the performance of Services under this Contract. The minimum liability limit must be \$1,000,000.00 per occurrence, combined single limit.

16.2.4. If Contractor has access to Data, Contractor shall maintain Protected Information Liability insurance covering all loss of Data and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

16.3. USBE shall be named as additional insured on all commercial general liability policies required of Contractor. Coverage required of Contractor shall be primary over any insurance or self-insurance program carried by Contractor or USBE.

16.4. The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without the insurer giving at least 30 days' prior notice to Contractor. Contractor shall forward such notice to the USBE's contact as listed in the Contract within seven days of Contractor's receipt of such notice.

16.5. All insurance policies secured or maintained by Contractor in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or USBE, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

16.6. Contractor shall provide to USBE certificates evidencing Contractor's insurance coverage required in this Contract within seven days following the effective date. No later than 15 days before the

expiration date of Contractor's coverage, Contractor shall deliver to USBE certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by USBE, Contractor shall, within seven days following the request by USBE, supply to USBE evidence satisfactory to USBE of compliance with the provisions of this section.

16.7. USBE reserves the right to require higher or lower insurance limits where warranted.

17. **PUBLIC INFORMATION:** This Contract and all related solicitation documents, purchase orders, pricing documents, and invoices are public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA),

18. **DELIVERY:** All deliveries under this Contract shall be F.O.B. destination with all transportation and handling charges paid by Contractor. Risk of loss or damage shall remain with Contractor until final inspection and acceptance by USBE.

19. **ACCEPTANCE AND REJECTION:** USBE shall have 30 days after delivery of the Procurement Items to perform an inspection of the Procurement Items to determine if the Procurement Items conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Items by USBE. If the Procurement Item is not rejected, it is presumed to be accepted.

19.1. If Contractor delivers nonconforming Procurement Items, USBE may, at its option and at Contractor's expense: (i) return the Procurement Items for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Items; or (iii) obtain replacement Procurement Items from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Items without first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of USBE to redeliver the corrected Procurement Items. Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

19.2. If at any point a latent defect or fraud is identified, acceptance by USBE may be immediately nullified.

20. **PAYMENT:** USBE shall make payment within 60 days after it receives a correct invoice by a check sent through the mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made 60 days after USBE receives a correct invoice, then Contractor may add interest in accordance with the Utah Prompt Payment Act. If the Contractor accepts final payment without a written protest to USBE within ten business days of receipt of final payment, Contractor releases USBE and the State of Utah from all claims for payment related to the Contract. USBE's payment for the Procurement Items shall not be deemed an acceptance of the Procurement Items as identified in the Contract and does not release any claims that USBE or the State of Utah may have against Contractor. Contractor shall not charge USBE electronic payment fees.

21. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor represents all Procurement Items are free of all liens and encumbrances and shall indemnify USBE and the State of Utah from any claim brought against USBE or the State of Utah for infringement of a third party's intellectual property. Any limitation of Contractor's liability does not apply to this section.

22. **OWNERSHIP OF PROCUREMENT ITEM:**

22.1. Contractor conveys to USBE full ownership and title to all Procurement Items delivered under this Contract. Procurement Items shall be transferred to USBE as work for hire, unless otherwise agreed to in the Contract.

22.2. Unless included in the Contract, neither party has any claim to the intellectual property of the other party.

23. **ASSIGNMENT:** Any assignment or delegation by Contractor must be made through an amendment to the Contract.

24. **DEFAULT AND REMEDIES:**

24.1. Default: Any of the following events may constitute cause for USBE to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements or obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. Termination or expiration of this Contract shall not extinguish or prejudice USBE's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Items that has not been cured.

24.2. Opportunity to Cure: If the Contractor is in default for non-performance or breach, USBE may issue a written notice of default providing a ten-day period in which Contractor shall have an opportunity to cure. Contractor shall repair, replace, or reimburse USBE, at USBE's discretion, the cost to cover Procurement Items at no charge to USBE. Time allowed for cure will not diminish or eliminate

Contractor's liability for damages.

- 24.3. Additional Remedies:** If the default remains after Contractor has been provided the opportunity to cure, USBE may: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from USBE or the State of Utah; and (v) demand a full refund of any payment USBE has made to Contractor under this Contract for Procurement Items that do not conform to this Contract.
- 25. FORCE MAJEURE:** Neither party to this Contract shall be held responsible for unavoidable delay or default caused by circumstances, including fire, riot, an act of God, and/or war, that are beyond that party's reasonable control. USBE may terminate this Contract after determining such delay or default will prevent successful performance of this Contract.
- 26. PUBLICITY:** Contractor shall not use USBE's name, logo, or endorsement (implied or actual) in any advertising, marketing, or publicity materials without prior written approval from USBE.
- 27. WORK ON STATE OF UTAH PREMISES:** Contractor shall ensure that its personnel working on State of Utah premises: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions from USBE; and (iv) if required by USBE, pass a background check prior to entering the premises. USBE may remove any individual for a violation hereunder.
- 28. CONTRACT INFORMATION:** During the duration of this Contract, USBE is required to make available contact information of Contractor to the State of Utah Department of Workforce Services pursuant to Utah Code § 35A-2-203. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
- 29. WAIVER:** A waiver of any right under the Contract shall not be construed as a subsequent waiver of that right or as a waiver of any other right.
- 30. SUSPENSION OF WORK:** USBE may suspend and reinstate work under this Contract by written notice to Contractor.
- 31. ATTORNEY'S FEES:** The prevailing party in a judicial action to enforce rights under this Contract shall be entitled to its costs and expenses, including reasonable attorney's fees.
- 32. TRAVEL COSTS:** Unless otherwise agreed, all travel costs must be pre-approved by USBE and may be booked by USBE at State of Utah per diem rates.
- 33. DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. USBE and Contractor will mutually agree upon a mediator, or if a mutually agreeable mediator is not selected, USBE will select an independent third party, who shall be a Utah Courts certified mediator, to assist in the resolution of a dispute. USBE and Contractor agree to cooperate in good faith in mediation proceedings.
- 34. SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not diminish USBE's right to enforce any term of this Contract that by its nature would continue beyond termination, cancellation, or expiration.
- 35. SEVERABILITY:** The invalidity or unenforceability of any term of this Contract shall not affect the validity or enforceability of any other term of this Contract.
- 36. ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
- 37. GENERAL DATA PROVISIONS:**
- 37.1. DATA OWNERSHIP:** USBE retains all rights, title, and interest, including all intellectual property and proprietary rights, in and to system data, Data, and all related data and content.
- 37.2. AGENT DESIGNATION:** Contractor is hereby designated as an agent of USBE pursuant to FERPA for the limited purpose of receiving Student Personally Identifiable Information to fulfill the purposes of this contract. Contractor may use the Student Personally Identifiable Information as provided herein, but may not transfer or otherwise convey Student Personally Identifiable Information to any other Person.
- 37.3. COMPLIANCE WITH DATA PRIVACY LAWS:** Contractor, as USBE's agent, shall comply with all applicable data privacy laws, regulations, code, and rules including FERPA 20 U.S.C. § 1232g et seq. and 34 C.F.R. Part 99 et seq., the Individuals with Disabilities Education Act, 30 U.S.C. § 1400 et seq. and 34 C.F.R. Part 300 ("IDEA"), and the Utah Student Privacy and Data Protection Act , Utah Code § 53E-9 101 et seq.
- 37.4. DESTRUCTION OF DATA:** If USBE requests the Destruction of PII in Contractor's possession as a result of this Contract, Contractor shall Destroy the information within five calendar days after the

date of the request. Contractor shall provide USBE with written confirmation of the date the data is Destroyed.

37.4.1. USBE retains the right to use the established operational services to access and retrieve Data stored on Contractor's infrastructure at its sole discretion.

37.5. ACCESS TO DATA:

37.5.1. Contractor shall limit access to Data to Authorized Persons only and shall require a non-disclosure agreement be signed by all Authorized Persons prior to being granted access to Data.

37.5.2. Contractor shall maintain past and current lists of all Authorized Persons, maintain each non-disclosure agreement, and shall permit inspection of the same by USBE upon request.

37.5.3. Contractor shall maintain an audit trail for the duration of this Contract, which reflects the granting and revoking of access privileges to Authorized Persons. A copy of this audit trail may be requested by USBE from Contractor at any time and shall be provided within 10 days of the USBE request.

37.5.4. Contractor shall have strong access controls in place. Contractor shall disable and/or immediately delete unused or terminated Authorized Persons' accounts and shall periodically assess account inactivity for potential stale accounts.

37.5.5. Contractor shall provide annual, mandatory privacy and security awareness and training for all Authorized Persons, maintain past and current lists of Authorized Persons that have completed training, and permit inspection of the same by USBE upon request.

37.6. USE AND DISCLOSURE OF DATA:

37.6.1. Contractor shall not collect, use, or share Data beyond the purposes set forth as follows:

37.6.1.1. To carry out the Contractor's responsibilities listed in the Statement of Work.

37.6.2. Contractor shall share Data only for the purposes stated in the Statement of Work and only with the following entities:

37.6.2.1. Law enforcement agencies or individuals only as authorized by law or court order. Contractor receives such a request, Contractor shall notify USBE within two business days of the receipt of the request, as permitted by law.

37.6.3. If Contractor seeks to publicly release Data, Contractor must aggregate the Data by totaling the Data and reporting it at the group, cohort, school, school district, region, or state level. Contractor shall, upon request of USBE, provide USBE with a document that lists the steps and methods the Contractor shall use to de-identify the information. Any aggregate data that is publicly released without being redacted using the methods in this section shall be considered an Incident. The following methods shall be used on any aggregated reports:

37.6.3.1. Aggregate data shall be reported publicly only if there is a sufficient number of individuals represented in any demographic or subgroup so that an individual cannot be identified.

37.6.3.2. Aggregated reports shall be redacted using complementary suppression methods that remove the risk of Data being identifiable using simple mathematics or formulas.

37.6.4. Contractor shall not use Data for any secondary use, including Targeted Advertising, except under the following conditions:

37.6.4.1. For adaptive learning or customized student learning purposes.

37.6.4.2. To market an educational application or product to a parent or legal guardian of a student if Contractor did not use Data, shared by or collected per this Contract, to market the educational application or product.

37.6.4.3. To use a recommendation engine to recommend to a student (i) content that relates to learning or employment, within the third-party contractor's application, if the recommendation is not motivated by payment or other consideration from another party; or (ii) services that relate to learning or employment, within the third-party contractor's application, if the recommendation is not motivated by payment or other consideration from another party;

37.6.4.4. To respond to a student request for information or feedback, if the content of the response is not motivated by payment or other consideration from another party.

37.6.4.5. To use Data to allow or improve operability and functionality of the third-party contractor's application.

37.6.5. Contractor shall not sell or otherwise monetize Data except Data transferred through the purchase of, merger with, or otherwise acquisition of Contractors provided that all parties remain in compliance with this Contract.

37.7. SECURITY AND PROTECTION OF DATA:

37.7.1. Contractor shall notify USBE of material system changes that may negatively impact the security

of Data prior to such changes being implemented.

37.7.2. If Contractor is given Data as part of this Contract, the protection of Data shall be an integral part of the business activities of Contractor to ensure that there is no inappropriate or unauthorized use of Data. Contractor shall safeguard the confidentiality, integrity, and availability of Data.

37.7.3. Contractor shall comply with and protect and maintain Data using methods that are at least as good as or better than that established in the State of Utah's Department of Technology Policies (<https://dts.utah.gov/policies>).

37.7.4. Contractor shall only transmit or exchange Data via secure means (ex. HTTPS or FTPS). Contractor shall not use, store or process Data on any unencrypted portable or laptop computing device or any portable storage medium.

37.7.5. Contractor shall store and maintain all Data in data centers located only within the United States.

37.7.6. Contractor shall permit its employees and Subcontractors to access Data remotely only via a secured manner, such as Virtual Private Networks (VPN).

37.7.7. Contractor shall store all Data, as well as any backups made of that data, in encrypted form using no less than 128-bit key and include all Data as part of a designated backup and recovery process.

37.7.8. Contractor shall enforce strong password protections on all devices and networks with access to or that store Data.

37.8. INCIDENTS:

37.8.1. If Contractor becomes aware of an Incident involving Data by either Contractor or any of Contractor's Subcontractors, Contractor shall notify USBE within one calendar day and cooperate with USBE regarding recovery, remediation, and the necessity to involve law enforcement, if any.

37.8.2. Contractor shall produce a written remediation plan that includes information about the cause and extent of the Incident, and the actions Contractor will take to remediate the Incident and reduce the risk of incurring a similar type of Incident in the future. Contractor shall present its analysis and remediation plan to USBE within ten calendar days of notifying USBE of an Incident. USBE reserves the right to adjust this plan, in its sole discretion. If Contractor cannot produce its analysis and plan within the allotted time, USBE, in its sole discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse USBE for the reasonable costs thereof.

37.8.3. In the event of an Incident, Contractor shall provide USBE or its designated representatives with access 7 days a week, 24 hours a day, for the purpose of evaluating, mitigating, or resolving the Incident.

37.8.4. Unless Contractor can establish that Contractor or any of its Subcontractors is not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person whose personal information may have been compromised by the Incident.

37.8.5. Disclosure of Data by Contractor or any Subcontractor for any reason may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the State, its employees, and agents against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this Contract. Notwithstanding any other provision of this Contract, Contractor shall be liable to the State for all direct, consequential, and incidental damages arising from an Incident caused by Contractor or its Subcontractors.

38. COOPERATIVE TERMS

38.1. DEFINITIONS: "**Eligible User(s)**" means those authorized to use this Cooperative Contract and is limited to Local Education Agencies, which includes school districts, charter schools, Utah Schools for the Deaf and the Blind, and any other entity that the Utah State Board of Education has authority over.

38.2. INVOICING: Contractor will submit invoices within thirty (30) days after the delivery date of the Procurement Item(s) to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.

38.3. PAYMENT: Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's

Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Eligible User from all claims and all liability to the Contractor. An Eligible User's payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the Eligible User may have against Contractor. Contractor shall not charge Eligible Users electronic payment fees of any kind.

38.4. LARGE VOLUME DISCOUNT PRICING: Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.

38.5. ELIGIBLE USER PARTICIPATION: Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Contract.

38.6. INDIVIDUAL CUSTOMERS: Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. USBE is not responsible for any unpaid invoice.

38.7. ORDERING: Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.

38.8. END USER AGREEMENTS: If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion or termination of this Contract. An End User Agreement must reference this Contract, and it may not be amended or changed unless approved in writing by USBE. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.

38.9. REPORTS: Contractor agrees to provide an annual utilization report, reflecting number of licenses in each category to Eligible Users during the period. The report will show the dollar volume of purchases by each Eligible User. Reports are due by December 31 of each year to the program contact.

Attachment B: SCOPE OF WORK

This document is the Scope of Work between Lexia Learning and the Utah State Board of Education (USBE) for Multilingual language software for K-5. Changes may be made to the scope of work only by an amendment to the agreement as described herein.

1) Introduction**a) Purpose**

The purpose of this cooperative contract is for Lexia Learning to be able to provide multilingual language learning software to any interested Local Education Agency (LEA) in the state.

b) Background

The growing population of Multilingual Learners (previously called English Language Learners) in Utah and the Enhancement for At-Risk Students Program, 53F-2-410, places increased attention upon the educational needs of Multilingual Learners in the state's K-12 educational system. One avenue to facilitate successful student achievement is to establish technology support for English Learners. The legislature has provided each LEA funding to select their own solution.

For over 30 years, Lexia Learning has been performing services related to the work required by this RFP by promoting language and literacy development for Emergent Bilingual students in reading, writing, speaking, and listening. Throughout this history, these services have been used in schools across Utah.

Lexia's language and literacy programs and services are built upon a common blended learning model incorporating personalized online learning, continuous progress monitoring (through a patented Assessment Without Testing technology), and targeted teacher-led individual and small group instruction. All Lexia's language and literacy programs are:

- Aligned to WIDA standards
- Use the same educator portal and data system (myLexia)
- Follow a systematic and sequential scope and sequence
- Use multi-sensory approaches across the four language domains
- Provide formative feedback
- Provide curriculum-embedded real-time progress monitoring with detailed diagnostic information and resources to help educators target individualized teacher-led instruction

c) Key Personnel-

The following key personnel are essential to the performance of the contract. If any of the individuals are no longer part of this project, Contractor shall notify USBE within 30 days. Failure to notify USBE may result in termination of the agreement.

- i) Bo Lemire, Regional Sales Manager, bo.lemire@lexialearning.com, 720,203-0544
- ii) Nikki Osborn, Utah Account Executive, nikki.osborn@lexialearning.com, 971-533-5102

d) Scope of Work

- i) Lexia Learning shall provide the Lexia Rosetta Stone English software solution, including any updates/ upgrades to the system during the term of the contract, at no additional cost.
- ii) The requirements for this software include:

- (1) Provide language acquisition software licenses that align with World-class Instructional Design and Assessment (WIDA)* to every school in Utah which has K-5 English Learners enrolled and/or
- (2) Provide initial and ongoing technical assistance to school personnel to ensure that students have access to the software licenses.
- (3) Provide continuing professional development at the school level when the schools request, up to at least three times per school year. The professional development should include:
 - (a) Deploying the software in their school setting (getting the students logged in, helping the students know how to trace their progress, etc.)
 - (b) Using the reports to help target specific student needs with special attention to support for all levels of language proficiency based on WIDA proficiencies in listening, reading, speaking and writing.
- (4) Provide program data to the Utah State Board of Education for internal program evaluation which includes student SSIDs. Should the Utah State Board of Education choose, Offeror will provide this information directly to a designated third-party on behalf of the Utah State Board of Education.
- (5) Provide data regarding the professional development that is provided to the schools that focuses on how to use reports to guide instruction to students.

To accomplish these requirements, Lexia will provide the following:

Rosetta Stone English is designed to help Emergent Bilinguals, also known as ELLs, in K-6 grades acquire higher language proficiency levels of English. It integrates three key areas: speaking, listening, and grammar, while emphasizing the language of content in Math, Science, Social Studies, General Knowledge, and Biographies so students gain language skills and subject knowledge.

The software offers educators real-time progress-monitoring of student performance in specific areas of language proficiency, providing actionable data to support student achievement in a personalized way. Rosetta Stone English is designed to align with multiple standards for language instruction, and the embedded speech recognition technology offers immediate, guided, corrective feedback. Developed to address educational equity for emergent bilinguals, Rosetta Stone English offers an engaging, individualized approach that helps improve language knowledge.

Rosetta Stone English aligns with WIDA, CA ELD, TX ELPS, and ELPA 21.

Rosetta Stone English includes:

- Online language lessons in an interactive English immersion environment
- Cultural responsiveness that views learners' heritage language and cultures as an asset
- Instant speech feedback with our superior patented Speech Recognition Engine (SRE)
- Personalized linguistic and academic progress
- Scaffolded instruction for increased engagement and support
- Student choice for intrinsic motivation
- Professional Development Sessions focusing on helping Emergent Bilinguals succeed
- Tools to foster collaborative, interactive learning
- A focus on increasing student and family English skills
- Teacher resources to guide school and home learning
- Reporting data and ongoing progress monitoring to measure progress and usage

Instructional Content

Rosetta Stone English is an adaptive blended learning speaking and listening program that supports students' English language development through academic conversations. The software is designed to help

emergent bilingual students in grades K-6 in the US acquire higher language proficiency levels of English. It integrates speaking, listening, and grammar Rosetta Stone English integrates three key areas—speaking, listening, and grammar— while emphasizing the language of content in Math, Science, Social Studies, General Knowledge, and Biographies so that students gain both language skills and subject knowledge. This helps students expand their academic vocabulary while encouraging them to apply their learning in different subject areas.

- **Oral Language & Speaking**—Rosetta Stone English allows for personalized interactions and conversations through purposeful, repetition, offering students ample opportunities to practice in a safe and non-judgmental environment. The language frames are introduced via the format: I do, We do, You do. The “I do” portion is done by the character who introduces the language frame. Purposeful repetition is provided, as the learner goes on to the next step of saying the language frame on their own. Finally, the scaffolds are removed and the learner is completely responsible for engaging in conversations with the character on the screen. During every phase of the exchange, the learner received instant corrective feedback based on the information the Speech Recognition Engine is capturing.
- **Oral Language & Listening**—Rosetta Stone English offers learners an opportunity to engage in listening activities that are based on modern media, such as podcasts, with content that is both appealing and related to subject matter. Learners listen to passages for a specific set of comprehension strategies and skills, along with grammar-focused questions. The mixture of question types helps learners attune to language and become accustomed to listening to both the overall meaning and the sentence structure of the passage. During the listening process, if a learner indicates that he/she needs assistance with comprehension, he/she is directed to a branching session where they receive further instruction in the listening or grammar skills that is being taught.
- **Grammar**—Rosetta Stone English aims to help Emergent Bilinguals understand how to construct meaningful sentences within an academic content. The lessons include embedded, explicit, scaffolded grammar instruction that enables users to have conversations about different academic topics. Language Frames provide learners with portable language that can be used in a variety of school settings. The language frames help learners make sense of—and properly use— grammatical conventions in conversation and academic discussion that go beyond foundational sentence-starters. The language frames in Rosetta Stone English are carefully crafted to support a learner while leading to a gradual release in addition to exposing learners to a variety of contexts and subject matter topics, and with varying levels of complexity.

Instructional Design

The program is designed to offer standard and scaffolded instruction: students that provide the right answer move on to the next exercise. In each unit, a student must demonstrate proficiency in order to progress. When two errors are made, the program provides scaffolded support and instruction on the targeted grammar skill being addressed. This explicit instruction is only provided when a student struggles with a particular skill. Students who demonstrate mastery can quickly move through units and onto more advanced proficiency levels.

This 2-step instructional branching ensures individualized learning and instruction for every student.

1. The **Standard Step** provides an independent task that allows students to display their knowledge of the targeted grammar skill. If one error is made, or if the student answers the step correctly, they move on to the next Standard Step. If the student makes two errors, they move to the Instruction Step.

2. The **Instruction Step** (scaffolded instruction) explicitly teaches the targeted grammar skill through a series of scaffolded tasks. When the student successfully completes this step, he/she progresses to the next Standard Step.

Through the **myLexia**® educator platform, teachers have visibility into the areas where students are struggling and are equipped with additional resources to further help learners in that particular area or skill. Rosetta Stone English's **Offline Lessons** are PDF documents available in the Resources Hub.

The Educator Platform flags students scoring less than 80% on any Presentation of Knowledge Unit and **links directly to a targeted offline lesson**.

Reports provide educators with **small group recommendations** based on students' online performance and area(s) of improvement.

These group-centric lessons promote face-to-face interactions and communication between peers in addition to conversations with the teacher. In myLexia, teachers see the "flagged" students, as well as other students who are also working in that level or activity and can pull those students in for the teacher-led instruction and practice to encourage and facilitate peer-to-peer conversations. Teachers can use the Offline Lessons for **pre-teaching, teaching, or reteaching**.

It is essential that all students have adequate time to practice speaking with their peers. As with the online program, the offline lessons use **Language Frames**, as this scaffolding technique helps students get into conversations right away. Offline lessons allow educators to hear who needs additional help, as well as hear the progress their students are making.

Rosetta Stone English provides educators with continuous progress-monitoring, as well as offline resources that empower the prioritization and targeted instruction required to meet the individual needs of all students. The embedded assessment tool, **Assessment Without Testing**®, offers realtime progress-monitoring of student performance on specific areas of language proficiency, providing educators with actionable data to support student achievement in a personalized way. Educators can easily keep track of students' performance without waiting for standardized testing results.

The product's adaptive blended learning (ABL) model blends the power of artificial intelligence and human intelligence (HI); the ABL framework combines the best of both worlds by utilizing powerful, intuitive technological features while simultaneously leveraging and empowering the HI (teacher) with robust data and additional offline resources.

PROFESSIONAL LEARNING & IMPLEMENTATION

Lexia Learning developed a variety of **Success Partnerships** to meet the diverse needs of districts and schools as they grow their skills in delivering blended learning language instruction. Lexia's team of customer success experts will partner with Utah leadership teams to develop a year-long, personalized implementation plan focused on increasing student listening and speaking skills by enhancing leaders' and educator's comfort, skills, and abilities to use Lexia's data and targeted resources to uncover and address student skill deficits.

Lexia Learning employs a Quality Management System of formalized processes, procedures, and responsibilities to consistently meet customer requirements and to help customers reach their desired outcome while providing an excellent, proactive experience. Supported by a Director of Customer Success Management, Director of Professional Learning Facilitators, and Regional Senior Customer Success Managers, Lexia Learning employs an experienced and talented pool of Customer Success Managers and Professional Learning Facilitators across the United States. This dedicated team uses an implementation planning tool with district and school leadership teams to collaborate on setting clear goals, deliverables, and timelines. Support includes data reviews and data coaching. Staff members have backgrounds in the field of Education and specialized training in Lexia’s program use and Adult Education.

Available to all districts:

- **Customer Service Support**—Available via email, telephone, or myLexia chat.
- **Help Center**—A self-serve, searchable database that provides customers information about Lexia products, rostering, and technical setup at any time
- **Onboarding Tools**—Admin and teacher welcome email, including links to guides, manuals, and Learning Now videos
- **Resources Hub**—Guides, manuals, and a host of supplemental resources: teacher-led instructional materials, planning and small group charts, certificates, lesson checklists, etc.
- **Learning Now**—Quick, just-in-time videos that provide targeted background knowledge
- **Family/Guardian Support**—Getting Started video (Spanish/English) and Home Use Letters in five languages

District Success Partnership

The District Success Partnership provides a dedicated **Success Manager** who will work directly with the designated district level contact(s) to set goals and develop a personalized and effective plan for a district-wide implementation of Rosetta Stone English. The Success Manager will schedule centralized educator sessions and meet with leaders to view data and support implementation.

Depending on the complexity of the implementation and/or the number of students involved, Lexia offers three options for District Success Partnerships: **Silver, Gold, or Platinum**. The number of Success Metrics Reviews and Customer Live Online Professional Learning Sessions varies by partnership package.

District Success Partnership Support of District Level Leaders

District Leadership Support	Recommended Timing/ Location	Description of Support
District Kickoff / Success Planning Meeting and Logistics/Rollout	Minimum of three weeks prior to student and staff rollout; virtual	Complete Implementation Plan and determine logistics of rollout
Technical Setup Check	Prior to launch	Ensure student and teacher accounts are created and devices are set up
District Success Metrics Review	Timing will vary depending on the number of meetings included in the Partnership; virtual	Review implementation plan, analyze data in myLexia, set goals
District End of Year Review	Near the end of the school year; virtual	Reflect on implementation successes and challenges, plan for continuous improvement for next year

District Success Partnership Professional Learning

District and Building Leader Support	Recommended Location	Description of Support
Lexia® Academy	Anytime, Anywhere	An eLearning platform that supports educators’ professional growth, integrating resources and strategies to support blended learning, language instruction, and product implementation.
National Live Online	Live online; 60 minutes, as fit teachers’ schedules	Weekly standing sessions that offer educators the opportunity to experience relevant, engaging professional learning in a virtual setting. With the guidance of an expert facilitator, educators will participate in a personalized session to explore various topics related to Lexia’s blended learning model, product features, and classroom implementation recommendations.
Customer Professional Learning	Live online; consult with Lexia Customer Success Manager to schedule best time*	A variety of professional learning sessions to deepen the working knowledge of the student and teacher components of the program; dedicated to the district and the district’s plan.

School-Level Success Partnerships

Lexia Learning offers school level Success Partnership options which allows districts and schools to select the appropriate level of support needed for different phases of implementation and experience with blended learning and Emergent Bilingual populations. The following school level Success Partnerships are recommended for Utah schools:

- Virtual Implementation Success Partnership
- Lexia Academy Plus Success Partnership
- Live Online Plus Success Partnership

Virtual Implementation Success Partnership

The Virtual Implementation Success Partnership (vISP) leverages technology to provide implementation support and guidance. This partnership includes a dedicated **Success Manager** to support educators throughout the school year. Lexia will work with the leadership team to set goals and develop a personalized implementation plan for the building and will meet with the leadership team up to two more times via live online sessions to review current school-wide data.

With a vISP, educators are supported by a personalized, live online, professional learning session. In addition, educators will have access to live and recorded **National Live Online** professional learning sessions.

Educators can join sessions at their convenience, based on their needs. Whether planning ahead or requiring just-in-time learning, sessions are designed to help educators improve their classroom implementations.

Educator learning is further complemented with **Lexia® Academy**, which is included with a vISP.

Below is a typical implementation timeline for a school level first-year implementation under the school-level Virtual Implementation Success Partnership (vISP) model.

Leadership Support	Recommended Timing	Description of Support
Success Planning Meeting	After/with Kick-Off	Complete Implementation Plan
Technical Setup Check	Prior to launch	Ensure accounts are created
Success Metrics Review	First Semester	Review implementation plan, analyze data in myLexia, set goals
Success Metrics Review	Second Semester	Review implementation plan, analyze data in myLexia, set goals

Educator Support	Recommended Timing	Description of Support
Lexia Academy	Anytime, Anywhere	Self-paced product, blended learning, and Structured Literacy courses
National Live Online Professional Learning	Registration Calendar available upon request	A variety of sessions available for staff to register for to best meet their needs
Live Online Professional Learning Session	60-90 minutes	Personalized to meet the needs of staff

Lexia Academy Plus Success Partnership

Lexia Academy is an eLearning platform that supports educators' professional growth with self-paced, meaningful, and relevant learning opportunities—anytime, anywhere. Courses are structured with incremental learning segments to help busy educators of all levels immediately apply their newly acquired skills in the classroom. The content includes information about blended learning models, classroom implementation, structured literacy, and best practices in literacy instruction, as well as Lexia's programs, getting started support, and data analysis. The Lexia Academy eLearning platform is included with the District Implementation Partnerships, the Virtual Implementation Success Partnership, and the Lexia Academy Plus Success Partnership.

Courses specific to Rosetta Stone English will be available in Lexia Academy summer of 2021.

The **Lexia Academy Plus Success Partnership** provides unlimited access to Lexia Academy and the following proactive support:

- Assistance with Automated Rostering (e.g. Clever, ClassLink)
- Technical Setup Support
- Access to Customer Support via Chat, Email, and Phone
- Access to Learning Now Videos
- Access to Educator Resources Hub
- Access to the Launch Toolkit
- Getting Started Courses via Lexia Academy with Digital Badge
- Structured Literacy Courses via Lexia Academy with Digital Badge
- National Live Online Professional Learning Sessions

Live Online Plus Success Partnership

The Live Online Plus partnership provides one personalized, Live Online professional learning session to meet a school's individual needs, plus full access to the National Live Online calendar of professional learning sessions. Educators can join sessions at their convenience, based on their needs. Whether planning ahead or for just-in-time needs, sessions are designed to help educators improve classroom implementation. This school-level partnership option also includes technical support for set up and automated rostering, access to the Resources Hub, Launch Toolkit, and Learning Now videos.

Educator Professional Learning Options

The content of Rosetta Stone English educator professional learning for a District Success Partnership and Virtual Implementation Success Partnerships is determined by school and district administrators together with Lexia's Customer Success Manager. Options include the following:

Launch: Getting Started

Participants will gain knowledge of Rosetta Stone English's approach to language learning, understand how to leverage the program to support students in learning English and in developing the listening and speaking skills necessary for reading and writing success. An overview of myLexia, the Lexia platform where educators and administrators receive real-time reports regarding student progress, as well as student-specific action plans to ensure personalized instruction, will be provided.

Session outcomes:

- Reflect upon ourselves as educators of Emergent Bilinguals/Multilingual Learners
- Understand the underlying pedagogies that influence RSE
- Practice and use RSE as both user and educator
- Examine the next steps for implementation in school/district

Instructional Materials

Participants will draw on their knowledge of Rosetta Stone English's approach to language learning and the myLexia reports and functionalities in order to strategically implement Rosetta Stone English's offline instructional resources to reinforce and extend students' online learning. Educators will learn how to utilize offline resources to promote and facilitate student engagement in natural language situations and conversations.

Session outcomes:

- Understand how to access and implement Rosetta Stone English's offline instructional resources
- Practice facilitating meaningful discourse using Rosetta Stone English's speaking and listening activities
- Reflect on best practices that support the development of academic language
- Foster a culturally responsive learning environment
- Utilize knowledge of Rosetta Stone English's approach to language learning and awareness of best practices to refine program implementation plans

Using Data to Make Instructional Decisions

Participants will examine the online scaffolding supports embedded throughout Rosetta Stone English. Using myLexia, they will access and analyze students' Rosetta Stone English K-6 data using a formative assessment process, and develop a plan of action to address students' needs.

Session outcomes:

- Examine the scaffolding supports embedded in Rosetta Stone English activities
- Understand the myLexia reports and functionalities
- Generate the next steps to support the development of students' academic English language skills

Data Protection

Lexia's hosting environment utilizes standard security measures such as firewall, limited access, and SSL encryption technology designed to help protect against loss, misuse, and alteration of user information collected by Lexia. Access to data is controlled by both physical and logical controls. These controls include:

- Production systems housed in a Tier-1 hosting facility that is monitored 24 hours a day, 7 days a week.
- Prior written approval from Lexia management to access production systems. All access is logged and monitored.
- All data encrypted at rest and in transmission.

Rosetta Stone English is designed to ensure customers' data remain safe. In a SAAS model, where customers exist in a multi-tenant infrastructure, Lexia has implemented separate presentation, application, and database layers with logical separation between all layers, allowing only certain ports and protocols between each layer. Lexia uses the application tier to ensure that all requests from a given customer are only executed against that customer's data. Manipulations of queries that attempt buffer overflow, SQL injections, URL manipulations, and other escalation of privilege exploits are prevented by a rigorous analysis of all user input to insure it conforms and is properly "escaped."

For user access, the application has the capability to use district-centralized authentication (e.g., ADSI/LDAP). This allows the district to centrally control access and password requirements to meet their needs. Lexia supports Clever, OneRoster, and sFTP.

2) Project Management:

- i) Any changes or deviation from the agreement must be agreed to in writing through a proper amendment to the agreement. Any technical and/or managerial exchange of information or advice shall not be construed as a change to any requirement and/or provision of this Contract unless the change is expressly directed by USBE's Procurement Representative in writing pursuant to the Changes clause of this Contract or by bilateral written agreement between the designated representatives of this Contract. The parties identified below are the points of contact for the agreement for the purpose of amending the contract.

ii) Utah State Board of Education:

(a) Program Manager: Jimmy Hernandez, PhD., Research Consultant, jimmy.hernandez@schools.utah.gov, 801-538-7759

(b) Contract Manager: Zachary Christensen, Director Purchasing and Contracts, zac.christensen@schools.utah.gov, 801-538-7538

iii) Vendor:

(a) Program Manager: Bo Lemire, Regional Sales Manager, bo.lemire@lexialearning.com, 720-203-0544

(b) Program Manager: Nikki Osborn, Utah Account Executive, nikki.osborn@lexialearning.com, 971-533-5102

(c) Contract Manager: John Paul Lavery, Director Operations, orders@lexialearning.com, 978-888-4898

3) Project Budget

i) The costs for LEAs under this Contract shall be invoiced as follows:

License Size	SY 2021-2022	SY 2022-2023	SY 2023-2024	SY 2024-2025	SY 2025-2026
Micro (1-10)	\$3,850.00	\$3,660.00	\$3,480.00	\$3,480.00	\$3,480.00
Mini (11-50)	\$6,350.00	\$5,970.00	\$5,610.00	\$5,610.00	\$5,610.00
Small (51-150)	\$14,900.00	\$13,782.00	\$12,660.00	\$12,660.00	\$12,660.00
Medium (151-350)	\$14,900.00	\$13,782.00	\$12,660.00	\$12,660.00	\$12,660.00
Large (351-550)	\$14,900.00	\$13,782.00	\$12,660.00	\$12,660.00	\$12,660.00
Extra Large (551+)	\$14,900.00	\$13,782.00	\$12,660.00	\$12,660.00	\$12,660.00

ii) The annual cost of the cost of the system can be invoiced at the beginning of the year. Any milestone must be invoiced after services have been rendered, at least monthly but no longer than by the end of the fiscal year (June 30) for any services rendered during the fiscal year.

iii) The costs identified above are inclusive of all expenses. Contractor is wholly responsible for its own travel arrangements and expenses and cannot invoice LEA for travel.

4) Invoicing

a) All fees are due and payable prior to the first funds distribution

b) Contractor shall submit invoices electronically to the LEA for all goods and/or services provided in accordance with the terms on the agreement. Invoices will not be considered for payment if submitted by another method.

c) Invoices shall include the following:

i) Contractor Name

ii) Uniquely identifiable invoice number

iii) Invoice date

iv) Contract Number

v) Recipient Entity's contact information (phone number and email address)

- vi) Contractor's authorized signature
 - vii) Date(s) goods/services were provided
 - viii) Description of goods and/or services for which payment is requested
 - ix) Dollar amount requested.
- d)** Invoices submitted by Contractor to LEA without the required information will not be paid and shall be returned to the Contractor for completion.
- e)** All payments made to the Contractor under this agreement shall be made in the name of the Contractor, as it appears in this agreement. All payments will be sent to the Contractor will be sent to the address for the Contractor as it appears in the agreement. Changes to the information identified in this section must be requested in writing.
- f)** To obtain payment for the goods and/or services authorized by this agreement, Contractor shall submit the itemized invoice together with supporting documentation of work performed.
- g)** LEA reserves the right to question or seek clarification for any cost invoiced if the invoice is not supported by proper documentation.
- h)** Contractor may be required to repay LEA if, during or after the contract period, an audit or other review determines that payments made by LEA to Contractor were incorrectly paid or were based on incorrect information received from the Contractor. LEA reserves the right to withhold any or all subsequent payments to the Contractor until the incorrect amounts paid have been fully recovered.



UTAH STATE BOARD OF EDUCATION

CONTRACT AMENDMENT

Amendment:2 **To Contract:** USBE210113MA

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, Utah State Board of Education, referred to as “State Entity” or “USBE”, and Lexia Learning, referred to as “Contractor”.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. Contract Period:

Original Starting Date: 7/1/2021

Current Ending Date: 6/30/2026

New Ending Date: N/A

2. Contract Amount:

Current Contract Amount: Cooperative Contract

Amendment Amount: N/A

New Contract Amount: N/A

3. Other changes:

Attachment B: Scope of Work is modified as follows:

Section 2. Project Management

ii) Utah State Board of Education:

(a) Program Manager: Melanie Durfee, Educational Specialist,
melanie.durfee@schools.utah.gov, 801-538-7759

Section 3. Project Budget

License Size	SY 2021-2022	SY 2022-2023	SY 2023-2024	SY 2024-2025	SY 2025-2026
Micro (1-10)	\$3,850.00	\$3,660.00	\$3,850.00	\$3,850.00	\$3,850.00
Mini (11-50)	\$6,350.00	\$5,970.00	\$6,350.00	\$6,350.00	\$6,350.00
Small (51-150)	\$14,900.00	\$13,782.00	\$14,900.00	\$14,900.00	\$14,900.00
Medium (151-350)	\$14,900.00	\$13,782.00	\$14,900.00	\$14,900.00	\$14,900.00
Large (351-550)	\$14,900.00	\$13,782.00	\$14,900.00	\$14,900.00	\$14,900.00
Extra Large (551+)	\$14,900.00	\$13,782.00	\$14,900.00	\$14,900.00	\$14,900.00

4. Effective Date of Amendment: 12/15/2022

All other conditions and terms in the original contract and previous amendments remain the same.

THE PARTIES, INTENDING TO BE LEGALLY BOUND, have executed this amendment on the date first set forth above.

CONTRACTOR

Peter D. Koso Digitally signed by Peter D. Koso
Date: 2022.12.22 05:50:23 -07'00'

Contractor's signature _____ Date _____

Peter Koso, Vice President

Type or Print Name and Title

STATE

Scott Jones Digitally signed by Scott Jones
Date: 2023.02.10 10:40:21
-07'00'

Agency's signature _____ Date _____

Scott Jones, Deputy Superintendent of O

Type or Print Name and Title

Adam Herd	801-538-7879	adam.herd@schools.utah.gov
Agency Contact Person	Telephone Number	Email
Solicitation Number: USBE-AH23113-AMD		