



UTAH STATE BOARD OF EDUCATION CONTRACT

1. **CONTRACTING PARTIES:** This contract is between the Utah State Board of Education, referred to as USBE, and the following Contractor:

Lecticon, Inc.

Name

12244 Business Park Drive, Ste 240

Address

Draper

UT

84020

City

State

Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency
☐ Other: _____

Point of Contact: Brett Paulsen Phone # 801-506-1340 Email: brett@lecticon.com

Vendor # VC240467 Commodity Code # 86100E

2. **SECTION:** This contract is for USBE Section: Teaching and Learning
3. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide: High school driver education railroad safety program.
4. **PROCUREMENT:** This contract is entered into as a result of the procurement process of Solicitation # USBE-MI23071-PS, in FY23.
5. **CONTRACT PERIOD:** Effective Date: 7/1/2023 Termination Date: 6/30/2028 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A.
6. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$60,000.00 for costs authorized by this contract. Additional information regarding cost may be found in the scope of work or other attachments.
7. **STUDENT DATA:** Student Data is included in Contract: ☒ Yes ☐ No
8. **ATTACHMENT A:** Utah State Board of Education Standard Terms and Conditions for Goods and Services
ATTACHMENT B: Utah State Board of Education Supplemental Information Technology Terms and Conditions
ATTACHMENT C: Scope of Work
The Order of Precedence, for any conflicts, shall be resolved in favor of 1) Attachment A, 2) other USBE 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 USBE's rights must be signed by USBE.
9. **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, Solicitation, and Contractor's response.
10. 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

UTAH STATE BOARD OF EDUCATION

Signature

Date

Signature

Date

Type or Print Name and Title

Type or Print Name and Title

**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 interest in the Data to enable the Contractor to perform its responsibilities under this Contract.
- 1.2. **"Confidential Information"** means information that is deemed confidential and not subject to public distribution under applicable state and federal laws. USBE 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 cover page(s) that USBE and Contractor signed.
- 1.5. **"Contractor"** means the individual or entity delivering the Procurement Items identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, partners, and subcontractors.
- 1.6. **"Data"** Any piece of information suitable for use in electronic or print format. Data includes Student Personally Identifiable Information and Educator Data and may also include Confidential Information.
- 1.7. **"Data Breach"** means the actual unauthorized access to Data that results in the unauthorized use, disclosure, or theft of Data, or the compromise of the confidentiality, integrity, or availability of Data in possession or control of Contractor or Subcontractor.
- 1.8. **"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.
- 1.9. **"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.
- 1.10. **"Incident"** means the potentially unauthorized access to Data that could reasonably result in the unauthorized use, disclosure, or theft of Data or the compromise of the confidentiality, integrity, or availability of Data within the possession or control of Contractor or Subcontractor.
- 1.11. **"Local Educational Agency" or "LEA"** means a charter school or school district that directs and controls public elementary or secondary education institutions, its board officers, employees, agents, and authorized volunteers.
- 1.12. **"Metadata"** includes all information created manually or automatically to provide meaning or context to other data.
- 1.13. **"Person"** shall have the same meaning as found in Administrative Rule R33-1-1.
- 1.14. **"Procurement Item," "Good," or "Service"** means a supply, a service, construction, or technology that Contractor is required to deliver to USBE under this Contract.
- 1.15. **"Response"** means the Contractor's bid, proposal, quote, or any other document used by the Contractor to respond to USBE's Solicitation.
- 1.16. **"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.

- 1.17. **“State Entity”** means the state or any department, division, office, bureau, agency, board, commission, or other instrumentality of the state.
- 1.18. **“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.
- 1.19. **“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 person who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
- 1.20. **“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.
- 1.21. **“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.
- 1.22. **“Utah State Board of Education” or “USB E”** means the board, 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. **PERMITS:** Contractor shall, at its own expense, obtain all permits, licenses, and approvals necessary for the performance of this Contract.
5. **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.
6. **DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST:** Contractor shall disclose whether any of its officers or employees are current or former officers or employees of USB E or the State of Utah. Contractor shall disclose if a current USB E employee is hired during the term of the Contract (e.g., dual employment).
7. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and shall not act or hold itself out as an officer, employee, or agent of USB E, except as to the specific and limited agency created by the section “Agent Designation” below.
8. **PUBLICITY:** Contractor shall not use USB E’s name, logo, or endorsement (implied or actual) in any advertising, marketing, or publicity materials without prior written approval from USB E.
9. **ASSIGNMENT:** Any assignment or delegation by Contractor must be made through an amendment to the Contract.
10. **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.
11. **INDEMNITY:** Contractor shall be fully liable for its actions and shall fully indemnify USB E 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.

12. 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.

13. OWNERSHIP OF PROCUREMENT ITEM:

13.1. 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.

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

14. CONTRACTOR'S INSURANCE RESPONSIBILITY:

14.1. 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.

14.2. The Contractor shall maintain the following insurance coverage:

14.2.1. 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 Utah's workers' compensation laws at the statutory limits required thereunder.

14.2.2. 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.

14.2.3. 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.

14.2.4. 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.

14.2.5. If Contractor stores, processes, transmits, Data, Contractor shall maintain Cyber Liability Insurance covering loss as a result of the compromise of the confidentiality, integrity, or availability of Data with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

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

14.4. 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 USBE's contact as listed in the Contract within seven days of Contractor's receipt of such notice.

14.5. 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.

- 14.6.** 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 such request, provide evidence satisfactory to USBE of compliance with the provisions of this section.
- 14.7.** USBE reserves the right to require higher or lower insurance limits where warranted.
- 15. 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.
- 16. WORK ON USBE, LEA, or STATE OF UTAH PREMISES:** Contractor shall ensure that its personnel working on USBE, LEA, or 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.
- 17. 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.
- 18. 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.
- 18.1.** 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 from USBE to redeliver the corrected Procurement Items. Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
- 18.2.** If at any point a latent defect or fraud is identified, acceptance by USBE may be immediately nullified.
- 19. SUSPENSION OF WORK:** USBE may suspend or reinstate work under this Contract by written notice to Contractor.
- 20. INVOICE AND PAYMENT:** Contractor shall submit an invoice for all work performed under this Contract after performance has been made. Invoices shall be submitted promptly, but no later than 15 days after fiscal year end (June 30) for any work performed during the fiscal year. All final invoices must be submitted no later than 90 days from the termination of the Contract. 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. SALES TAX EXEMPTION:** USBE is a tax-exempt organization, and Contractor shall not include

sales tax in any request for payment.

22. WARRANTY OF PROCUREMENT ITEMS: Unless a longer warranty period is contained in the Contract, Contractor warrants for a period of one year from the date of acceptance that: (i) the Procurement Items perform according to all specific claims that Contractor made in its Response and all specifications agreed to in writing; (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 properly designed and 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.

23. DEFAULT AND REMEDIES:

23.1. 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.

23.2. Opportunity to Cure: If the Contractor is in default for non-performance or breach, USBE may provide written notice, formal or informal, of default, which gives the Contractor ten days to cure the default. 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.

23.3. 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.

24. TERMINATION:

24.1. 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.

24.2. Termination for Convenience: This Contract may be terminated without cause (for convenience) by USBE upon 30 days' written notice to Contractor.

24.3. Termination by Mutual Agreement: USBE and Contractor may terminate this Contract, in whole or in part, at any time, by written amendment.

24.4. Termination For Non-appropriation 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.

24.5. 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.

25. FORCE MAJEURE: Neither party shall be held responsible for unavoidable delay or default caused by circumstances, including fire, riot, an act of God, 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. **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.
27. **DISPUTE RESOLUTION:** Prior to either party filing a judicial action, 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.
28. **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.
29. **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.
30. **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.
31. **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.
32. **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.
33. **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.
34. **RECORDS ADMINISTRATION, RIGHT TO AUDIT, PERFORMANCE MONITORING:**
 - 34.1. **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.
 - 34.2. **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.
 - 34.3. **Performance Monitoring:** USBE reserves the right to monitor Contractor's performance, including Subcontractors, and may perform checks and reviews. Evaluation results may be made available to Contractor upon request.
35. **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.
36. **CONFIDENTIALITY:** Confidential Information obtained by the Contractor may only be used for the purposes identified in this contract, unless prior written consent has been obtained in advance from USBE. Contractor shall notify USBE within one calendar day of any potential or actual misuse or unauthorized disclosure of confidential information.
37. **PUBLIC CONTRACT BOYCOTT RESTRICTIONS:** In accordance with Utah Code 63G-27-102, Contractor certifies that it is not currently engaged in an "economic boycott" nor a "boycott of the State

of Israel” as those terms are defined in that Code section. Contractor also agrees not to engage in either boycott for the duration of this contract. If Contractor does engage in such a boycott, it shall immediately provide written notification to USBE.

38. GENERAL DATA PROVISIONS:

38.1. 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.

38.2. Agent Designation: Contractor is hereby designated as an agent of USBE pursuant to FERPA for the limited purpose of receiving PII to fulfill the purposes of this contract. Contractor may use the PII as provided herein but may not transfer or otherwise convey PII to any other Person.

38.2.1. 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, and the Utah Student Privacy and Data Protection Act, Utah Code § 53E-9 101 et seq.

38.3. Return Or Destruction Of Data: Contractor shall erase, destroy, and render unreadable all Data from all non-USBE computer systems and backups, and certify in writing that these actions have been completed within 30 days of the expiration or termination of this Contract or within seven days of the request of USBE, whichever shall come first, unless USBE provides Contractor with a written directive. USBE’s written directive may require that certain Data be preserved in accordance with applicable law; or require that Contractor return the Data through a complete and secure (*i.e.*, encrypted and appropriately authenticated) download file of all Data). Data returned under this subsection must either be in the format as originally provided, in a format that is readily usable by USBE, or formatted in a way that it can be used. The costs for returning documents and data to USBE are included in this Contract.

38.4. Access To Data:

38.4.1. 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.

38.4.2. 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.

38.4.3. 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.

38.4.4. 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.

38.4.5. Contractor shall provide annual mandatory privacy and security awareness 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.

38.4.6. USBE retains the right, at its sole discretion, to revoke access to any individual, group, or entity authorized by Contractor. Thereupon, Contractor shall revoke access and provide USBE written confirmation of the date that access was removed.

38.5. Use and Disclosure of Data:

38.5.1. Contractor’s collection, or use of Data shall be limited to that necessary and directly related to the Contractor’s responsibilities set forth in the Contract.

38.5.2. Contractor shall share Data with a Person outside of this Contract only if provided for in writing in the Scope of Work, with prior written consent of USBE, or with law enforcement agencies or individuals as authorized by law or court order. If Contractor receives a request for Data from law enforcement or a court order, Contractor shall notify USBE of the request within two business days, as permitted by law.

38.5.3. 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 a Breach. The following methods shall be used on any aggregated reports:

- (a). 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.
- (b). Aggregated reports shall be redacted using complementary suppression methods that remove the risk of Data being identifiable using simple mathematics or formulas.
- (c). Contractor shall not use Data for any secondary use, including Targeted Advertising, except under the following conditions:
 - (i). For adaptive learning or customized student learning purposes.
 - (ii). 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.
- (d). 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;
- (e). 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.
- (f). To use Data to allow or improve operability and functionality of the third-party contractor's application.

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

38.6. Unauthorized disclosure of Data. Unauthorized disclosure of Data by Contractor or Subcontractor for any reason may be cause for legal action by third parties against Contractor, USBE, or their respective agents. Contractor shall indemnify, save, and hold harmless USBE, 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 USBE for all direct, consequential, and incidental damages arising from an Incident caused by Contractor or its Subcontractors.

38.7. Data Transmission. Contractor shall ensure all transmission or exchange of Data takes place via secure means (ex. HTTPS or FTPS).

38.8. Data Storage. Contractor shall store and maintain all Data in data centers located only within

the United States. Contractor shall not use, store or process Data on any unencrypted portable or laptop computing device or any portable storage medium, except for devices that are used and kept only at Contractor's United States data centers, unless such storage medium is part of the Contractor's designated backup and recovery process.

38.9. Access. Contractor shall permit its employees and Subcontractors to access Data remotely only via a secured manner, such as Virtual Private Networks (VPN), and only for authorized administrative, or technical support tasks.

38.10. Password Protection. Contractor shall enforce strong authentication protections on all devices, systems, and networks with access to or that store Data.

38.11. INCIDENT RESPONSE

38.11.1. In the event of an Incident which results in a Data Breach, Contractor shall notify USBE of the Breach within 24 hours in writing with sufficient information to allow USBE to meet any obligations to report such a Breach under applicable data protection laws and regulations and shall cooperate with USBE regarding remediation and the necessity to involve law enforcement, if required. Such notification shall at a minimum:

- (a). Describe the nature of the Breach and the categories and numbers of Data concerned;
- (b). Identify the name of the Contractor's data protection officer or other relevant contact person(s) from whom more information about the Breach may be obtained;
- (c). Describe the likely consequences of the Breach; and
- (d). Describe the measures taken or proposed to be taken to address the Breach.
- (e). Contractor shall comply with all applicable laws that require the notification of individuals in the event of a Breach or other events requiring notification of individuals or the public. All communication shall be coordinated with USBE. Contractor is responsible for all notification and remedial costs and damages.

**ATTACHMENT B:
UTAH STATE BOARD OF EDUCATION
SUPPLEMENTAL INFORMATION TECHNOLOGY TERMS AND CONDITIONS**

These supplemental terms and conditions are to be incorporated in a Contract of Information Technology Procurement Items and must be accompanied by the Utah State Board of Education (USBE) Standard Terms and Conditions. With the exception of the definitions in this Attachment B, the definitions in Attachment A apply to this attachment.

1. DEFINITIONS:

- 1.1. **“Access to Secure USBE or LEA Facilities, Data, or Technology”** means Contractor will (a) enter upon secure premises controlled, held, leased, or occupied by USBE or LEA; (b) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by USBE or LEA; or (c) have access to or receive any Data or confidential information.
- 1.2. **“Background IP”** means intellectual property (IP) owned or controlled prior to the effective date of this Contract or that IP developed or acquired from activities independent of the services performed under this Contract, including but not limited to (a) methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services, and (b) processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or confidential information or Custom Deliverables of USBE
- 1.3. **“Contract Period”** means the term of this Contract, as set forth on the Contract Signature Page(s).
- 1.4. **“Custom Deliverables”** means the product that Contractor is required to design, develop, or customize and deliver to USBE as specifically described under this Contract or an associated statement of work for which all interest and title shall be transferred to and owned by USBE. This includes every invention, design, development, customization, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor pursuant to this Contract.
- 1.5. **“Federal Criminal Background Check”** means a fingerprint-based, nationwide background check conducted and processed by the FBI.
- 1.6. **“Good”** means any deliverable not classified as a Custom Deliverable or Service.
- 1.7. **“Intellectual Property Rights”** means all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and other protection afforded by law to inventions, models, designs, technical information, and applications.
- 1.8. **“Services”** means the furnishing of labor, time, or effort by Contractor, and may include installation, configuration, implementation, technical support, warranty maintenance, and other support services.

2. CRIMINAL BACKGROUND SCREENING: Each employee of Contractor and Subcontractor must successfully complete a Federal Criminal Background Check prior to being granted Access to Secure USBE Facilities, USBE Data, or Technology.

- 2.1. USBE will provide Contractor with forms which must be filled out by Contractor and returned to USBE. Contractor or the applicable employee shall provide USBE with sufficient personal information (at Contractor's expense) so that a Federal Criminal Background Check may be completed by USBE, at USBE's expense.
- 2.2. Each employee of Contractor or a Subcontractor who will have Access to Secure USBE or

LEA Facilities, Data, or Technology must be fingerprinted by USBE or local law enforcement a minimum of one week prior to needing access. At the time of fingerprinting, said employee shall disclose all felony or misdemeanor convictions. USBE will conduct a Federal Criminal Background Check based upon the fingerprints and personal information provided and use this same information to complete a name check in the Utah Criminal Justice Information System (UCJIS) at least every two years.

2.3. USBE may revoke Access to Secure USBE or LEA Facilities, Data, or Technology granted in the event of any negative results.

2.4. Contractor and the employee or subcontractor shall immediately notify USBE if an arrest or conviction for a felony or misdemeanor of any person that has Access to Secure USBE or LEA Facilities, Data or Technology occurs during the Contract Period. USBE will determine in its discretion if such person's Access to Secure USBE or LEA Facilities, Data, or Technology shall remain in effect. Felony and misdemeanor are defined by the laws of the State of Utah, regardless of where the conviction occurred.

3. ADDITIONAL INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor warrants and represents it has full ownership and clear title free of all liens and encumbrances to any Good or Custom Deliverable delivered under this contract. Contractor also warrants that any Good, Custom Deliverable, or Service furnished by Contractor under this Contract, including its use by USBE in unaltered form, will not infringe any copyrights, patents, trade secrets, or other proprietary rights. Contractor will release, indemnify, and hold USBE harmless from liability or damages of any kind or nature, including Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in Contractor's performance of this Contract. Additionally, if such a claim or liability is based upon an allegation that a Good, Custom Deliverable, or Service furnished by Contractor infringes on any right protected by any patent, copyright, trademark, trade secret, and/or proprietary right, Contractor shall indemnify and hold harmless USBE for any judgments, settlements, costs, and reasonable attorneys' fees resulting from such a claim or liability. Contractor shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto; however, USBE shall have the right, at its option, to participate in the defense of any such action at its own expense without relieving Contractor of any obligation hereunder. If there are any limitations of liability in this Contract, such limitations will not apply to this section.

4. HARDWARE WARRANTY: IN ADDITION TO THE WARRANTY PROVISIONS OF THE USBE STANDARD TERMS AND CONDITIONS, WITH RESPECT TO ANY HARDWARE DELIVERED PURSUANT TO THIS CONTRACT, PRODUCT LIABILITY DISCLAIMERS AND/OR WARRANTY DISCLAIMERS FROM CONTRACTOR OR ITS SUPPLIERS ARE REJECTED.

5. SOFTWARE WARRANTY: CONTRACTOR WARRANTS FOR A PERIOD OF **90 DAYS** FROM THE DATE OF ACCEPTANCE THAT THE SOFTWARE PORTIONS OF THE GOODS AND CUSTOM DELIVERABLES THAT CONTRACTOR DIRECTLY OR INDIRECTLY PROVIDES WILL MEET THE TERMS OF THE WARRANTY PROVISIONS OF THE USBE STANDARD TERMS AND CONDITIONS. IN ADDITION TO THE WARRANTY PROVISIONS OF THE USBE STANDARD TERMS AND CONDITIONS, CONTRACTOR SHALL PROVIDE USBE WITH BUG FIXES, INCLUDING INFORMING USBE OF ANY KNOWN SOFTWARE BUGS OR SOFTWARE DEFECTS THAT MAY AFFECT USBE'S USE OF THE SOFTWARE.

6. SOFTWARE AND HARDWARE WARRANTY REMEDIES: Upon breach of warranty, Contractor will repair or replace (at no charge to USBE) the nonconforming Goods or Custom Deliverables. If the repaired and/or replaced products are inadequate, Contractor will refund the full amount of any payments that have been made for the failed products. These remedies are in addition to any other remedies provided by USBE Standard Terms and Conditions or by law or equity.

7. UPDATES AND UPGRADES: Contractor grants to USBE a non-exclusive, non-transferable license to use upgrades and updates provided by Contractor during the Contract Period. Upgrades and updates are subject to the terms of this Contract. USBE reserves the right to accept updates and upgrades at its discretion and to determine if such updates comply with the requirements in the Contract scope of work.

- 8. BUG FIXING AND REMOTE DIAGNOSTICS:** Contractor shall use commercially reasonable efforts to provide work-around solutions or patches to reported software problems. With USBE's prior written authorization, Contractor may perform remote diagnostics to work on reported problems. If USBE declines remote diagnostics, Contractor and USBE may agree to on-site technical support, subject to the terms of the Contract.
- 9. TECHNICAL SUPPORT AND MAINTENANCE:** If technical support and maintenance is required by the Contract, Contractor will use commercially reasonable efforts to respond to USBE in a reasonable time, and in all events, in accordance with the specific timeframes detailed in the Contract, when USBE makes technical support or maintenance requests.
- 10. ELECTRONIC DELIVERY:** Contractor may electronically deliver any Good or Custom Deliverable to USBE or provide any Good and Custom Deliverable for download from the Internet if pre-approved in writing by USBE. Contractor shall ensure the confidentiality of electronic deliveries in transit. Contractor warrants that all electronic deliveries will be free of known malware, bugs, Trojan horses, etc.
- 11. SECURE PROTECTION AND HANDLING OF STATE DATA:** If Contractor is given access to Data, the protection of Data shall be an integral part of the business activities of Contractor, and Contractor shall ensure that there is no inappropriate or unauthorized use of Data. Contractor shall safeguard the confidentiality, integrity, and availability of the Data and comply with the conditions outlined below. USBE reserves the right to verify Contractor's adherence to the following conditions to ensure they are met.
- 11.1. Change of Circumstances:** Contractor shall notify USBE of material changes to Contractor's organization (e.g., management, sale, merger, etc.), infrastructure, system, software licensing, security or privacy controls, IT security organization, or loss prevention controls that may impact the security of Data. Contractor shall notify USBE prior to such changes being implemented.
- 11.2. Network Security:** Contractor shall maintain network security that, at a minimum, includes network firewall provisioning, intrusion detection, and regular third-party penetration testing. Contractor shall maintain network security using methods that are at least as good as or better than that established in the latest version of the National Institute of Standards and Technology (NIST) "Framework for Improving Critical Infrastructure Cybersecurity," also referred to as NIST Cybersecurity Framework (<https://www.nist.gov/cyberframework>).
- 11.3. Data Security.** Contractor shall comply with and protect and maintain the security of Data using methods that are at least as good as or better than that established in the latest version of NIST "Framework for Improving Critical Infrastructure Cybersecurity"/ NIST Cybersecurity Framework (<http://nist.gov/cyberframework>). These security measures include but are not limited to maintaining secure environments that are patched and up to date with all appropriate security updates as designated (ex. Microsoft Notification). USBE reserves the right to determine if Contractor's level of protection meets USBE's security requirements.
- 11.4. Data Transmission:** Contractor shall ensure all transmission or exchange of Data, including system application data with USBE and/or any other parties expressly designated by USBE, shall take place via secure means (ex. HTTPS or FTPS).
- 11.5. Data Encryption:** Contractor shall store all Data provided to Contractor, as well as any backups made of that data, in encrypted form using industry standard and currently supported cryptographic protocols and include all data as part of a designated backup and recovery process
- 12. SERVICES SHALL BE PERFORMED WITHIN UNITED STATES:** ALL OF THE SERVICES RELATED TO DATA SHALL BE PERFORMED WITHIN THE BORDERS AND JURISDICTION OF THE UNITED STATES.
- 13. INCIDENT RESPONSE:** In addition to the Incident Response provisions of USBE's Standard Terms and Conditions, the following terms apply:

13.1. Remediation Plan. 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 10 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.

13.2. Breach: In the event of the Breach, Contractor shall promptly implement necessary remedial measures and document responsive actions taken related to the Breach including any post-incident review of events and actions taken to make changes in business practices in relation to the Breach.

Contractor shall provide USBE or its designated representatives with access to records, systems, processes, and locations relevant to the performance of the Contract seven days a week, 24 hours a day, for the purpose of evaluating, mitigating, or resolving the Breach.

In addition to the notification requirements measures required in the General Terms and Conditions, Contractor or Subcontractor shall cooperate with USBE in identifying the individuals whose personally identifiable data has been placed at risk by the Breach and cooperate with and at the direction of USBE in notifying the individuals as required by law.

14. OWNERSHIP IN CUSTOM DELIVERABLES: Contractor warrants, represents and conveys full ownership, clear title free of all liens and encumbrances to any Custom Deliverable to USBE. All intellectual property rights, title and interest in the Custom Deliverables shall transfer to USBE, subject to the following:

14.1. Contractor has received payment for the Custom Deliverables;

14.2. Each party will retain all rights to Background IP, even if embedded in the Custom Deliverables;

14.3. Custom Deliverables, excluding Contractor's Background IP may not be marketed or distributed without written approval by USBE; and

14.4. Contractor shall grant to USBE a perpetual, irrevocable, royalty-free license to use Contractor's Background IP as defined above, solely for USBE to use with the Custom Deliverables.

15. SURVIVORSHIP: The contractual provisions that will remain in effect after expiration or termination of this Contract are: (a) Secure Protection and Handling of State Data; (b) Data Breach Responsibilities; (c) Ownership in Custom Deliverables; (d) Ownership, Protection, and Use of Records, including Residuals of such records; and (e) Ownership, Protection, and Use of Confidential Federal, Utah, USBE, LEA, or Local Government Internal Business Processes, including residuals of such confidential business processes; (f) Ownership, Protection, and Return of Documents and Data Upon Contract Termination or Completion; and (g) any other terms that by their nature would survive the expiration, completion, or termination of this contract.

16. COMPLIANCE WITH ACCESSIBILITY STANDARDS: Contractor shall comply with the Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973. Contractor shall comply with Utah Administrative Code R895-14-3(3), which states that contractors developing new websites or applications for State agencies are required to meet accessibility guidelines subject to rule R895 and correct any items that do not meet these guidelines at no cost to USBE. Contractor shall comply with Utah Administrative Code R895-14-4(2), which states that contractors proposing IT products and services shall provide Voluntary Product Accessibility Template® (VPAT™) documents.

- 17. TIME IS OF THE ESSENCE:** The Services shall be completed, and Goods and Custom Deliverables delivered by any applicable deadline stated in this Contract. Time is of the essence.
- 18. STANDARD OF CARE:** For Services of Contractor which require licenses and certifications, such Services shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract.

Attachment C – High School Driver Education Railroad Safety Program Scope of Work

Introduction:

The Utah State Board of Education (USBE) released a solicitation to contract with a contractor or multiple contractors to provide an educational interactive railroad safety instruction for Utah Driver Education Programs in Utah public schools, utilizing proven research and data, and expertise from railroad safety professionals from the field of traffic safety. This program should follow current board approved rules and regulations, including Utah Code 53G-10-502 (requiring one hour of classroom training on railroad crossing safety for each driver education pupil).

Contractor(s) was expected to comply with the following:

- Contractor must be wholly responsible for planning, preparing, and delivering lessons included in the program. Lessons should focus on safety around tracks and trains and include a variety of content, such as videos, questions, activities, and real-life experiences.
- The program must utilize an interactive delivery model, which may require the Contractor to travel to Utah high schools in any area of the state, as requested, for delivery of the program.
- It is preferred that the program have an interactive online delivery model available to all Utah high school students.
- The rail safety course must be provided at no cost to the student.
- The rail safety course must be at least one hour in duration.
- The training should include learning materials that align with the Utah Driver Education Standards and the Utah Driver Education Policy Manual.

Lecticon, Inc. (Lecticon) was selected to develop and provide an online course for railroad safety instruction.

Background:

Utah Code 53G-10-502 requires at least one hour of classroom instruction and training on the subject of railroad safety for each driver education pupil. Utah public schools provide driver education to approximately 100,000 students annually. Students enrolled in public driver education course utilizing the selected program must be trained at their current school using interactive instruction.

Lecticon is a full-spectrum online education and training company helping enterprises around the world enrich lives and enhance livelihoods by creating and delivering meaningful, immersive online training and by providing innovative learning management platforms and technology. As its primary training curriculum, Lecticon provides mental health, wellness, leadership, and safety training to students, first-responders, educators, municipalities, and corporations.

As part of its online educational offerings, Lecticon provides end-to-end full-service to plan, produce, and deliver effective training. Lecticon courses are delivered online through personal computers, tablets, and smart phones as a cost-effective alternative to in-person training that can greatly limit the reach to learners. All courses are designed by subject matter, instructional designers and technologist teams to deliver researched-based training to help modify behavior through contextual learning and interactivity.

Scope of Work:

Lecticon will complete the following:

- Develop materials that align with the Utah Driver Education Standards, Utah Driver Education Law and Policy Manual, and the Utah Driver Handbook.
- Submit all presentation material and content for pre-approval to the USBE subject matter specialist prior to presenting or delivery to students.
- Ensure all staff involved in the development and delivery of the program and materials are qualified and trained on best practices for education and instruction in high school (pedagogy, classroom management strategies, professionalism, ethics, etc.)
 - Lecticon will have authorized volunteer presenters go through an application process whereby they are qualified. They are also asked if they have ever committed a felony. If the box is checked yes, a personal interview and background check are conducted, and a determination is made if the person will be allowed to volunteer.
 - Lecticon will submit all necessary volunteer applicant information for pre-approval to the USBE Subject matter specialist. Lecticon will also require volunteers to report any arrests and convictions throughout the term of their service under this contract, which Lecticon will then submit to USBE. USBE will have final decision-making authority regarding the eligibility of all volunteer applicants, as well as ongoing volunteer service eligibility. Any volunteer who has been arrested or convicted of a crime against a child is not eligible.
- Deliver the one-hour training via an interactive delivery method at Utah high schools.
 - Lecticon provides learning materials (pamphlets, presentations, and videos) that align with the Utah Driver Education Standards, Utah Driver Education Law and Policy Manual, and Utah Driver Manual. In the Utah Core Standards for Driver Education, it lists five strands which represent significant areas of learning within content areas. They are as follows:
 - Parent or Guardian Involvement in Modeling Good Driving Habits
 - Contractor distributes pamphlets for students to take home to show parents and remind them about safety at railroad crossings.
 - Rules of the Road
 - Contractor teaches about the railroad advance warning signs, pavement marking symbols, crossbuck, stop lines, solid yellow double lines, emergency notification system sign, flashing lights, automatic gates, and what they mean for rules of the road.
 - Risk Management in All Driving Situations
 - Contractor discusses the importance of not driving drowsy, distracted, aggressive, impaired, or without a seatbelt.
 - Contractor uses positive messaging such as driving alert, focused, calm, sober, and safely buckled.
 - Motor Vehicle Maneuvers and Operations
 - Contractor teaches drivers to get out of the vehicle if it stalls on the railroad tracks and where and what direction to run if a train is approaching.
 - The Driving Environment
 - Contractor teaches about the responsibility drivers have around railroad crossings and vehicles must yield to the trains.

- Make services accessible to all students at all high schools that offer driver education courses across the state of Utah. (ADA, closed captioning, hearing impaired, alternative languages, etc.)
- Document service to schools with the following required information:
 - School name
 - School address
 - Teacher name
 - Date, time, and duration of instruction
 - Number of high school students served
 - Any additional notes relevant to delivery: (e.g., student incidents, teacher feedback, etc.)
- Lecticon will work with USBE to ensure that all materials meet the standards of USBE prior to delivery via the Lecticon LMS.

Project Deliverables:

Lecticon will provide course creation including the following, as needed:

- Needs assessment support
- Subject Matter Expert consultation
- Identifying and Documenting Learning objectives
- Pre-learning benchmarking
- Instructional Design
- Course production
- Interaction development to enable course participants to apply what they have learned
- Post-learning outcomes assessments (tests/quizzes)
- LMS hosting and Customer Support
- User Data Reporting

Based on USBE's needs, Lecticon will also provide, as needed:

- Consultation
- Learning Strategy Coaching
- Collaboration with Subject matter experts
- Storyboarding
- Typography
- Artwork
- Animations
- Photography
- Videography
- Interaction design
- Voiceover talent and recording
- Video presenters (talent)
- Posting of courses to Lecticon's LMS
- Support for post learning outcome assessment.
- Evaluations of return on investment (ROI analysis)

Furthermore, Lecticon must provide the following:

- A digital copy of all the instructional materials related to classroom engagement of students, if applicable.
- A digital copy of materials used to train Lecticon's staff, if applicable.
- Quarterly invoices that document the schools served and rate of service. The invoices must include the required documents of service articulated in the Scope of Work.

Data:

Lecticon does not share information with anyone since teachers can run their own reports. Teachers can run reports for their high school only to see their student completions, but the students are also given a certificate of completion that says to take it to their teacher. The student provides the following information:

- First name
- Last name
- Teacher name
- District
- High School
- Student ID# (if they know it)
- Student emails are NOT collected.

Project Timeline:

- Contractor will conduct quarterly meetings with the USBE Subject Matter Specialist.
- Contractor will provide training of Contractor's presenter staff at least once a year, if applicable.
- Contractor will provide delivery of instruction through the full school year, including summer sessions.
 - July 2023 – June 2024 – Year One
 - July 2024 – June 2025 – Year Two
 - July 2025 – June 2026 – Year Three
 - July 2026 – June 2027 – Year Four
 - July 2027 – June 2028 – Year Five
- Contractor will submit quarterly invoices, with the first invoice submitted no later than September 30, 2023.
- If applicable, Contractor will require all authorized volunteer presenters to report the presentations within 10 days of the date given. Authorized volunteer presenters access the website to report presentations. The information requested will meet the needed requirements for reporting presentations. The database is searchable by many datasets including school name, address, teachers name, date, duration of instruction, and any other relevant additional information.

Contract Award

The contract is for a term of five (5) years. However, USBE reserves the right to terminate the contract at any time in accordance with the provisions set forth in the USBE Standard Terms and Conditions.

The maximum contract budget is \$60,000.00, to be expended per the cost breakdown below. The costs should be all-inclusive. If travel for meetings, trainings, or other engagements is required, Contractor must arrange and pay for their own transportation, meals, and lodging. Travel time and travel expenses shall NOT be included in any invoice to USBE.

Allocation of Funds:

The maximum contract budget is \$20,000.00 for Year 1 and \$10,000.00 per year for Years 2-5 for a maximum contract total of \$60,000.00. Please note that the additional \$10,000.00 for Year 1 may be used for any initial course development that may be needed, and then \$10,000.00 will be used for actual delivery of the program to students (see breakdown below). However, this is NOT a guaranteed total amount. Quarterly reports and invoices may vary in the number of students instructed, but costs should not exceed the maximum contract budget stated above.

Two vendors with different program delivery methods (e.g. online versus in-person) were selected for an award. Lecticon was selected for online instruction, and Utah Operation Lifesaver Inc was selected to provide in-person instruction. USBE will provide a list of those vendors and their programs to all eligible schools and/or LEAs. The schools and/or LEAs may then choose the vendor whom they feel will most likely meet their individual needs. Please note that USBE reserves the right to ultimately determine which program a school and/or LEA may receive to ensure that total yearly costs do not exceed the maximum contract budget stated above.

Service	Price
Course Development (Year One)	\$10,000
Year One Hosting	\$10,000
Year Two Hosting	\$10,000
Year Three Hosting	\$10,000
Year Four Hosting	\$10,000
Year Five Hosting	\$10,000
TOTAL	\$60,000

Invoicing:

Contractor shall submit monthly or quarterly invoices electronically to the USBE email account at invoices@schools.utah.gov and to the Driver Education Specialist 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.

Invoices shall include the following:

- Contractor Name
- Uniquely identifiable invoice number
- Invoice date
- Contract Number
- Recipient Entity's contact information (phone number and email address)
- Contractor's authorized signature
- Date(s) goods/services were provided
- Description of goods and/or services for which payment is requested
- Dollar amount requested

Invoices submitted by Contractor to USBE without the required information will not be paid and shall be returned to the Contractor for completion.

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 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.

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.

USBE reserves the right to question or seek clarification for any cost invoiced if the invoice is not supported by proper documentation.

Contractor may be required to repay USBE if, during or after the contract period, an audit or other review determines that payments made by USBE to Contractor were incorrectly paid or were based on incorrect information received from the Contractor. USBE reserves the right to withhold any or all subsequent payments to the Contractor until the incorrect amounts paid have been fully recovered.

Project Management:

Any changes or deviation from the agreement must be agreed to in writing through a proper amendment to the agreement. The parties identified below are the points of contact for the agreement for the purpose of amending the contract.

Utah State Board of Education:

Program Manager: Audra Urie, Driver Education Specialist, audra.urie@schools.utah.gov, 801-538-7648

Contract Manager: Adam Herd, Director of Purchasing, adam.herd@schools.utah.gov, 801-538-7879

Lecticon:

Brett Paulsen, Vice President of Sales and Partnerships, brett@lecticon.com, 801-506-1340