



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, USBE or "the Department" and the following Contractor:

Studentnest, Inc.
Name
2121 Merced St.
Address
Fresno CA 93721
City State Zip

- LEGAL STATUS OF CONTRACTOR
Sole Proprietor
Non-Profit Corporation
For-Profit Corporation
Partnership
Government Agency

Point of Contact: Chander Joshi Phone # 916-505-3508 Email: chanderjoshi88@gmail.com
Vendor # _____ Commodity Code # 961

- 2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: Dropout Prevention and Recovery Program.
3. PROCUREMENT: This contract is entered into as a result of the procurement process of Solicitation # USBEJP18023, in FY18.
4. CONTRACT PERIOD: Effective Date: _____ Termination Date: _____ unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None.
5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$150,000.00 for costs authorized by this contract. Additional information regarding cost may be found in the scope of work or other attachments.
6. ATTACHMENT A: State of Utah Standard Terms and Conditions for Goods and Services
ATTACHMENT B: State of Utah Standard Information Technology Terms and Conditions
ATTACHMENT C: FERPA Student Level Data Protection Standard Terms and Conditions
ATTACHMENT D: Scope of Work
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
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 Solicitation #USBEJP18023.
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

UTAH STATE BOARD OF EDUCATION

Contractor's signature Date

Agency's signature Date

Type or Print Name and Title

Type or Print Name and Title

Agency Contact Person Telephone Number Fax Number Email

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

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. 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.
 - b) "**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.
 - c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the State Entity and Contractor signed.
 - d) "**Contractor**" means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "**Procurement Item**" means a supply, a service, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
 - f) "**Response**" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
 - g) "**Solicitation**" means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement 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.
 - h) "**State Entity**" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) "**State of Utah**" 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.
 - j) "**Subcontractors**" means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
2. **GOVERNING LAW AND VENUE:** This Contract shall be 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:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will 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 CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, State Entity staff, or their designees, access to all such records 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 of the State to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
 - a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - c. Contractor's failure to comply with this section will be considered a material breach of this Contract.
7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the State Entity under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors,

and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property of the State Entity.

11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if identified elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (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.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the State Entity be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (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) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or Services properly performed until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the State Entity under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to the State Entity under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the State Entity within ten (10) days of any written notification informing Contractor of the Goods not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State Entity may otherwise have under this Contract.

18. **INSURANCE:** Contractor shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Contractor also agrees to maintain any other insurance policies required in the Solicitation. Contractor shall provide proof of the general liability insurance policy and other required insurance policies to the State Entity within thirty (30) days of contract award. Contractor must add the State of Utah as an additional insured with notice of cancellation. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate

termination of this Contract.

19. **WORKERS' COMPENSATION INSURANCE:** Contractor shall maintain 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 in which the work is performed at the statutory limits required by said jurisdiction.
20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be 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). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
21. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
22. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the State Entity.

If Contractor delivers nonconforming Procurement Item(s), the State Entity may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
23. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Response or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
24. **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 the State Entity, 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 State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity'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 State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.
25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
27. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
28. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (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 the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

29. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
30. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
31. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.
32. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or Eligible User may remove any individual for a violation hereunder.
33. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. 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.
34. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
35. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
36. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
37. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
38. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
39. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Services under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.
40. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the State of any errors and/or omissions that are discovered.

45. **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.

Revised March 24, 2017

ATTACHMENT B: STATE OF UTAH STANDARD INFORMATION TECHNOLOGY TERMS AND CONDITIONS

This is for a contract of information technology procurement items and must be accompanied by the State of Utah Standard Terms and Conditions. The definitions in Attachment A apply to this Attachment.

1. DEFINITIONS:

- a. "Access to Secure State Facilities, Data, and Technology" means Contractor will (A) enter upon secure premises controlled, held, leased, or occupied by the State of Utah; (B) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by the State of Utah; or (C) have access to or receive any State Data or Confidential Information during the course of performing this Contract.
- b. "Authorized Persons" means the Contractor's employees, officers, partners, Subcontractors or other agents of Contractor who need to access State Data to enable the Contractor to perform its responsibilities under this Contract.
- c. "Custom Deliverable" means the Work Product that Contractor is required to deliver under this Contract.
- d. "Data Breach" means the unauthorized access by a non-authorized person(s) which results in unauthorized acquisition of State Data and compromises the security, confidentiality, or integrity of State Data. It is within State Entity's sole discretion to determine whether the unauthorized access is a Security Incident or a Data Breach.
- e. "Federal Criminal Background Check" means an in depth background check conducted and processed by the FBI that covers all states. Federal Criminal Background Check reports will show if applicant has had any criminal cases filed against them that violated federal criminal law.
- f. "Non-Public Data" means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State of Utah and the federal government because it contains information that is exempt by state, federal and local statutes, ordinances, or administrative rules from access by the general public as public information.
- g. "Personal Data" means data that includes information relating to a person that identifies the person by a person's first name or first initial and last name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information; including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
- h. "Protected Health Information" (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
- i. "Security Incident" means the potentially unauthorized access by non-authorized persons to State Data that Contractor believes could reasonably result in the use, disclosure or theft of State Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Data Breach. It is within the State Entity's sole discretion to determine whether the unauthorized access is a Security Incident or a Data Breach.
- j. "State Data" means all Confidential Information, Non-Public Data, Personal Data, and Protected Health Information that is created or in any way originating with the State of Utah whether such data or output is stored on the State of Utah's hardware, Contractor's hardware, or exists in any system owned, maintained or otherwise controlled by the State of Utah or by the Contractor. State Data also includes any federal data that the State of Utah controls or maintains that is protected under federal laws, statutes, and regulations.
- k. "Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, 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 or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any State of Utah or State Entity intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.

2. CONTRACTOR ACCESS TO SECURE STATE FACILITIES, STATE DATA, AND TECHNOLOGY: If an employee of Contractor or a Subcontractor is required to complete a Federal Criminal Background Check or said employee of Contractor or a Subcontractor will have Access to Secure State Facilities, State Data, and Technology, Contractor shall provide State Entity with sufficient personal information (at Contractor's own expense) so that a Federal Criminal Background Check may be completed by State Entity, at State Entity's expense.

3. DRUG-FREE WORKPLACE: Contractor agrees to abide by the State Entity's drug-free workplace policies while on the State Entity's premises. The State Entity will provide Contractor with a copy of these written drug-free workplace policies upon request.

4. CODE OF CONDUCT: If Contractor is working at facilities controlled or owned by the State of Utah, Contractor agrees to follow and enforce the State Entity's applicable code of conduct.

5. SOFTWARE WARRANTY: Contractor warrants that for a period of ninety (90) days from the date of Acceptance that the software portions of the Procurements Items, that Contractor licenses, contracts, or sells to the State Entity under this Contract, will: (a) perform in accordance with the specific claims provided in the Response and any specifications agreed to in writing between the State Entity and Contractor; (b) be suitable for the ordinary purposes for which such software is used; (c) be suitable for any special purposes

that the State Entity has relied on Contractor's skill or judgment to consider when it advised the State Entity about the software in its Response; (d) have been properly designed and manufactured; and (e) be free of significant defects or unusual problems about which the State Entity has not been warned. Contractor shall use commercially reasonable efforts to provide work-around solutions or patches to reported software problems.

6. **UPDATES AND UPGRADES:** Contractor grants to the State Entity a non-exclusive, non-transferable license to use upgrades and updates provided by Contractor during the term of this Contract. Such upgrades and updates are subject to the terms of this Contract. The State Entity shall download, distribute, and install all updates as released by Contractor during the Contract Period.
7. **TECHNICAL SUPPORT AND MAINTENANCE:** If technical support and maintenance is a part of the Procurement Item that Contractor provides under this Contract, Contractor will use commercially reasonable efforts to respond to the State Entity in a reasonable time.
8. **SECURE PROTECTION AND HANDLING OF STATE DATA:** If Contractor is given State Data as part of this Contract, the protection of State Data shall be an integral part of the business activities of Contractor to ensure that there is no inappropriate or unauthorized use of State Data. To the extent that Contractor is given State Data, Contractor shall safeguard the confidentiality, integrity, and availability of the State Data and comply with the conditions outlined below. The State Entity reserves the right to verify Contractor's adherence to the following conditions to ensure they are met during the life of the Contract:
 1. **Network Security:** Contractor agrees at all times to maintain network security that - at a minimum - includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Contractor also agrees to maintain network security that conforms to one of the following:
 - (1) Those standards the State of Utah applies to its own network, found outlined in *DTS Policy 5000-0002 Enterprise Information Security Policy* (copy available upon request);
 - (2) Current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>; or
 - (3) Any generally recognized comparable standard that Contractor then applies to its own network and is approved by the State Entity in writing.
 2. **State Data Security:** Contractor agrees to protect and maintain the security of State Data with protection that is at least as good as or better than that maintained by the State of Utah as identified in *DTS Policy 5000-0002*. 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). The State Entity reserves the right to determine if Contractor's level of protection adequately meets the State Entity's security requirements.
 3. **State Data Transmission:** Contractor agrees that any and all transmission or exchange of system application data with the State Entity shall take place via secure means (ex. HTTPS or FTPS).
 4. **State Data Storage:** Contractor agrees that all State Data will be stored and maintained in data centers in the United States. Contractor agrees that no State Data at any time will be processed on or transferred to any 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 medium is part of the Contractor's designated backup and recovery process. Contractor shall permit its employees and Subcontractors to access non-State Data remotely only as required to provide technical support. Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited by this contract.
 5. **State Data Encryption:** Contractor agrees to store all data provided to Contractor, including State, 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.
 6. **Password Protection:** Contractor agrees that any portable or laptop computer that has access to the State Entity or State of Utah network, or stores any State Data is equipped with strong and secure password protection.
 7. **State Data Re-Use:** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purpose enumerated in this Contract. Contractor further agrees that no State Data of any kind shall be transmitted, exchanged, or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Entity.
 8. **State Data Destruction:** The Contractor agrees that upon expiration or termination of this Contract it shall erase, destroy, and render unreadable all State Data from all non-state computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the expiration or termination of this Contract or within seven (7) days of the request of the State Entity, whichever shall come first, unless the State Entity provides Contractor with a written directive. It is understood by the parties that the State Entity's written directive may request that certain data be preserved in accordance with applicable law.
 9. **Services Shall Be Performed Within United States:** Contractor agrees that all of the services related to State Data will be performed by Contractor and Subcontractor(s) within the borders and jurisdiction of the United States.
9. **SECURITY INCIDENT NOTIFICATION:** Contractor shall immediately inform the State Entity of any Security Incident. Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement and seeking external expertise as mutually agreed upon, defined by law or contained in this Contract. Discussing Security Incidents with the State Entity should be handled on an urgent, as-needed basis as part of Contractor's communication and mitigation processes, defined by law or contained in this Contract.

- 10. DATA BREACH RESPONSIBILITIES:** Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification in accordance with DTS Policy 5000-0002 Enterprise Information Security Policy (copy available upon request). Contractor shall immediately inform the State Entity of any Data Breach. In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Contractor shall: (a) cooperate with the State Entity by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach; and (d) in accordance with applicable laws indemnify, hold harmless, and defend the State Entity and the State of Utah against any claims, damages, or other harm related to such Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with the State Entity. Contractor shall be responsible for all notification and remedial costs and damages.
- 11. STATE INFORMATION TECHNOLOGY POLICIES:** If applicable, Contractor agrees to comply with the following State of Utah Department of Technology Policies which are available upon request:
- 1. DTS Policy 4000-0001, Enterprise Application and Database Deployment Policy:** The Enterprise Application and Database Deployment Policy requires any Contractor developing software for the State to develop and establish proper controls that will ensure a clear separation of duties between developing and deploying applications and databases to minimize security risk; to meet due diligence requirements pursuant to applicable state and federal regulations; to enforce contractual obligations; and to protect the State's electronic information and information technology assets.
 - 2. DTS policy 4000-0002, Enterprise Password Standards Policy:** Any Contractor developing software for the State must ensure it is built to follow the password requirements outlined in the Enterprise Password Standards Policy.
 - 3. DTS Policy 4000-0003, Software Development Life Cycle Policy:** The Software Development Life Cycle Policy requires any Contractor developing software for the State to work with DTS in implementing a Software Development Lifecycle (SDLC) that addresses key issues of security, accessibility, mobile device access, and standards compliance.
 - 4. DTS Policy 4000-0004, Change Management Policy:** Per the Change Management Policy, any Goods or Custom Deliverables furnished or Services performed by Contractor which have the potential to cause any form of outage or to modify DTS's or the State of Utah's infrastructure must be reviewed by the DTS Change Management Committee. Following this notification, any outages or Data Breaches which are a direct result of Contractor's failure to comply with DTS instructions and policies following notification will result in Contractor's liability for any and all damages resulting from or associated with the outage or Data Breach.
- 12. ELECTRONIC DELIVERY:** Contractor may electronically deliver any Procurement Item to the State Entity or provide any Procurement Item for download from the Internet, if approved in writing by the State Entity. Contractor must take all reasonable and necessary steps to ensure that the confidentiality of those electronic deliveries is preserved in the electronic delivery process, and is reminded that failure to do so may constitute a breach of obligations owed to the State Entity under this Contract. Contractor warrants that all electronic deliveries will be free of known, within reasonable industry standards, malware, bugs, Trojan horses, etc. Any electronic delivery that includes State Data that Contractor processes or stores must be delivered within the specifications of this Contract.
- 13. OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the State Entity, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the State Entity and are specifically within the framework of fulfilling Contractor's contractual obligations under this Contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the State Entity. To the extent that the Custom Deliverables are not recognized as work made for hire, Contractor shall assign to the State Entity any and all copyrights in and to the Custom Deliverables, subject to the following:
1. Contractor has received payment for the Custom Deliverables,
 2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
 3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, 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 the State Entity (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
- Contractor agrees to grant to the State Entity a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the State Entity and the State of Utah to use the Custom Deliverables. The State Entity reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the State Entity's and the State of Utah's internal purposes, such Custom Deliverables.
- 14. PROTECTION AND USE OF RECORDS:** The State Entity shall own exclusive title to all information gathered, reports developed, and conclusions reached in performance of this Contract. Contractor may not use, except in meeting its obligations under this Contract, information gathered, reports developed, or conclusions reached in performance of this Contract without the express written consent of the State Entity.
- 15. RETURN OF DOCUMENTS AND DATA:** All documents and data pertaining to work required by this Contract will be the property of the State Entity, and must be delivered to State Entity within thirty (30) working days after termination or expiration of this Contract, regardless of the reason for contract termination, and without restriction or limitation to their future use. Any documents and data that may be returned under provisions of this Section must either be in the format as originally provided, or in a format that is readily

usable by the State Entity or that can be formatted in a way that it can be used. The costs for returning documents and data to the State Entity are included in this Contract.

16. **SURVIVORSHIP:** Any terms that by their nature would survive the expiration of, completion, or termination of this contract shall survive.
17. **COMPLIANCE WITH ACCESSIBILITY STANDARDS:** Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973. Contractors must also adhere to Utah Administrative rule R895-14-1-3-3, which states that vendors developing new websites or applications are required to meet accessibility guidelines subject to rule R895 and correct any items that do not meet these guidelines at no cost to the agency; and Rule R895-14-1-4-2, which states that vendors proposing IT products and services shall provide Voluntary Product Accessibility Template® (VPAT™) documents.
18. **RIGHT TO AUDIT:** Contractor agrees to, upon written request, permit the State Entity, or a third party designated by the State Entity, to perform an assessment, audit, examination, or review of all of Contractor's sites and environments - including physical, technical, and virtual sites and environments - in order to confirm Contractor's compliance with this Contract; associated Scopes of Work; and applicable laws, regulations, and industry standards.

If Services are applicable to this Contract, the following terms and conditions apply to this Contract:

19. **TIME IS OF THE ESSENCE:** The Procurement Items shall be completed by any applicable deadline stated in this Contract. For all services, time is of the essence. Contractor shall be liable for all damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely complete the services required under this Contract.
20. **STANDARD OF CARE:** The services of Contractor and its Subcontractors 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. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

(Revision Date: 6/15/2016)

FERPA – STUDENT LEVEL DATA PROTECTION STANDARD TERMS AND CONDITIONS

The services or functions included in the State of Utah Contract involve the CONTRACTOR obtaining or using education records or personally identifiable information. Utah State Board of Education (“USBE”) is subject to Federal Education Records Privacy Act (“FERPA”) 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99, which generally requires written consent for disclosure of educational record or personally identifiable information to third parties.

Written consent is not required for school officials. FERPA provides a contractor, consultant, volunteer, or other outside party may be treated as a school official if the contracting party is: (a) providing services or functions that the USBE would otherwise use employees, (b) under the direct control of USBE with respect to the use and maintenance of education records and personally identifiable information, (c) subject to the requirements of 34 C.F.R. 99.33(a), and (d) limiting access within the Vendor’s organization to those who have a legitimate educational interest. 34 C.F.R 99.31(a)(1)(i)(B).

USBE and CONTRACTOR desire to have CONTRACTOR treated as a school official within the FERPA exception in 34 C.F.R. 99.31(a)(1)(i)(B) and to comply with state and federal student and family privacy laws. To protect the privacy of students and parent data, USBE and CONTRACTOR (“Parties”) include this Attachment to the Contract.

The Parties agree as follows:

1. The term of this Attachment shall remain in effect through the duration of the Contract.
2. The following definitions apply to the Attachment:
 - a. “Education records” includes all information accessed, collected, stored, processed, disclosed, de-identified, created, or used by Vendor, including metadata and personally identifiable information, in relation to the Agreement.
 - b. “Metadata” includes all information created manually or automatically to provide meaning or context to other data.
 - c. “Personally Identifiable Information” or “PII” 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 about student interaction with an app or service, 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.

3. CONTRACTOR agrees that all data files, including derivative files, and all data files resulting from merges, matches, or other uses of education records provided or obtained pursuant to the Contract are subject to this agreement.
4. CONTRACTOR's services provided to USBE are services for which USBE would otherwise use employees.
5. CONTRACTOR is a party acting for USBE, who has direct control of the use and maintenance of education records. All education records are in the legal and rightful custody and control of USBE. CONTRACTOR acquires no rights or licenses to use the education records for any other purpose than for performing the services set forth in the Interagency Agreement.
6. CONTRACTOR has a legitimate educational interest in the education records based upon the Contract.
7. CONTRACTOR shall limit access within its organization to individuals whom CONTRACTOR has determined to have legitimate educational interests in the education records.
 - a. CONTRACTOR shall require a non-disclosure agreement be signed by those individuals within its organization that CONTRACTOR determines will have access to the education records because the individuals have a legitimate educational interest in the education records.
 - b. CONTRACTOR shall maintain past and current lists of all individuals to whom it has determined to allow access to education records because the individuals have legitimate educational interest in the education records.
 - c. CONTRACTOR shall maintain each non-disclosure agreement signed by its employees at its facility and shall permit inspection of the same by the Board, upon request.
 - d. CONTRACTOR shall maintain an audit trail for the duration of this contract, which reflects the granting and revoking of access privileges. 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.
 - e. CONTRACTOR shall further notify the Board in writing within 48 hours if an individual's privileges to access education records has been withdrawn and the date withdrawal occurred.
 - f. CONTRACTOR shall require and ensure annual training of those individuals determined to have access due to a legitimate educational interest in the education records. The training shall include the federal and state laws relating to student and family privacy and best practices for maintaining student and family privacy.
 - g. CONTRACTOR shall maintain past and current lists of individuals attending training and the related training materials.
 - h. CONTRACTOR shall not disclose the education records to individuals within CONTRACTOR who have not been determined to have a legitimate educational interest, who have not received training, and who have not signed a non-disclosure agreement.

8. CONTRACTOR shall only access, collect, store, process, or use the education records, as necessary to provide the services set forth in the Contract for its legitimate educational interest in the education records. Therefore, CONTRACTOR will not access, collect, store, process, sell, disclose, de-identify or use the education records for any other purpose.
9. Data disclosed by USBE to Contractor includes records that: (1) may directly relate to a student; (2) may contain personally identifiable information, and (3) are maintained by an educational agency or institution or by a party acting for the agency or institution. SPECIFICALLY, USBE shall provide the particular data which is described in ATTCH D of this contract. In addition to the identification and description of the data, Attachment D shall also contain a description of the frequency and method of secure file transfer. USBE has no obligation to provide data not described in ATTCH D.
10. CONTRACTOR shall not re-disclose the education records to any other party without the prior consent of the parent or eligible student.
11. CONTRACTOR shall protect all education records in a manner that does not permit disclosure of the educational records to anyone other than those individuals within its organization to whom CONTRACTOR has determined to have legitimate educational interests in the education records.
12. CONTRACTOR shall store and maintain all education records separately from the information of any other records.
13. CONTRACTOR shall notify the Board if there are any changes that will affect the system where all education records are stored and maintained, and ensure the system is in compliance with industry standards for the security and privacy of education records.
14. CONTRACTOR shall comply with all state and federal laws relating to student or family privacy and will maintain any and all education records in a manner consistent with such laws.
15. CONTRACTOR shall notify the Board in writing immediately upon discovering any breach, or suspected breach of security, or any disclosure of education records to an unauthorized individual within CONTRACTOR's organization, or re-disclosure to anyone. Notification shall include the date of improper release and a secure transmission of list(s) of affected students or families to assist the Board in notifying students, parents, or guardians of the improper release as required by federal and state law. CONTRACTOR agrees the improper release of any education record constitutes a material breach of the Contract. CONTRACTOR shall be liable for any claims or damages that occur from its failure to comply with its obligations in this Attachment.
16. CONTRACTOR shall return to the Board or securely destroy any education records and PII provided pursuant to the Contract upon the earlier of either the expiration or termination of the Contract.
17. Notices required by this Attachment shall be provided to:
Chief Privacy Officer, who is currently Whitney Phillips at
Whitney.Phillips@schools.utah.gov.

Attachment D - Scope of Work Dropout Prevention and Recovery Program

1) Purpose

In the 2017 Utah Legislative Session, H.B. 2 mandates the Utah State Board of Education issue an RFP for a Dropout Prevention and Recovery Program (“Program” or “Curriculum”). The Program must align with Board Rule R277-606 and meet Section 504 and IEP Requirements. The Curriculum must be targeted at students who are at risk of dropping out.

2) Curriculum Features

a) Design

- i) *Alignment and Coherence* - all parts of the curriculum must be logically consistent with each other. There must be a "match" or a fit between parts.
- ii) *Scope* - the range or extent of "content" (whether information to be learned, skills to be acquired etc.) that will be included in a course or program. It must be sufficient to lead learners to achieve the program or course outcomes. However, there is a constant tension between breadth and depth when considering scope.
- iii) *Sequence* - is the ordering of learning experiences so that learners build on previous experiences and move to broader, deeper or more complex understandings and applications. Common ways of sequencing content within courses include simple to complex, wholes to parts (or part to wholes), prerequisite abilities, and chronological.
- iv) *Continuity* - refers to the vertical repetition of major curriculum elements in different courses over time (also known as vertical organization or articulation). It is important to identify the themes or skills that need to run through a program and to map how they will be addressed at each level.
- v) *Integration* - refers to the horizontal relationship among major curriculum components at any given point in time (also known as horizontal organization). Integration fosters reinforcement of key learning and is needed to promote application of learning across course boundaries.

b) Character Evaluation

- i) The following principles serve as criteria that should be used for a character education effort and to evaluate available character education programs, books and curriculum resources:
 - (1) Character education promotes core ethical values as the basis of good character.
 - (2) "Character" must be comprehensively defined to include thinking, feeling and behavior.
 - (3) Effective character education requires an intentional proactive and comprehensive approach that promotes the core values in all phases of school life.
 - (4) Effective character education includes a meaningful and challenging academic curriculum that respects all learners and helps them succeed.

c) Project Based Learning

- i) Project Based Learning is a teaching method in which students gain knowledge and skills by working for an extended period of time to investigate and respond to an engaging and complex question, problem, or challenge. In Essential Project Design Elements (based on setting the standard for PBL) include:
 - (1) *Key Knowledge, Understanding, and Success Skills* - The project is focused on student learning goals, including standards-based content and skills such as critical thinking/problem solving, collaboration, and self-management.
 - (2) *Challenging Problem or Question* - The project is framed by a meaningful problem to solve or a question to answer, at the appropriate level of challenge.
 - (3) *Sustained Inquiry* - Students engage in a rigorous, extended process of asking questions, finding resources, and applying information.
 - (4) *Authenticity* - The project features real-world context, tasks and tools, quality standards, or impact – or speaks to students’ personal concerns, interests, and issues in their lives.
 - (5) *Student Voice & Choice* - Students make some decisions about the project, including how they work and what they create.
 - (6) *Reflection* - Students and teachers reflect on learning, the effectiveness of their inquiry and project activities, the quality of student work, obstacles and how to overcome them.
 - (7) *Critique & Revision* - Students give, receive, and use feedback to improve their process and products.
 - (8) *Public Product* - Students make their project work public by explaining, displaying and/or presenting it to people beyond the classroom.

3) Eligible LEAs for Dropout Prevention and Recovery

Background

52A-15-19 requires the Utah State Board of Education to report on or before October 30, 2017, and each year thereafter, on the provisions of this code. Beginning with the 2017-2018 school year and except if the LEA is in the first three years of operation, an LEA shall enter into a contract with a third party to provide the Dropout Prevention and Recovery services if for any school year in which the LEA meets the following criteria:

- The LEA’s graduation rate is lower than the statewide graduation rate; and the LEA’s graduation rate has not increased by at least 1% on average over the previous three school years;
- or during the previous calendar year, at least 10% of the LEA’s designated students have not: reached the students’ attainment goals; or made a year’s worth of progress toward the students’ attainment goals

4) Statewide Implementation Plan

Deliverables	Target Date
Contractual Agreement: Contract will be signed by both parties	Two (2) weeks from award date.
Project Kick- off Activities: Review and approve tasks and Timelines, milestones and deliverables including findings from 3) Eligible LEAs.	Within first 10 days of contract execution
Identify Program Management staff and hire staff as needed.	Within two (2) weeks of contract execution
Outline phases of the implementation with the requirements/ deliverables clearly outlined for each phase.	Within three (3) weeks of contract award
Share the items listed above with USBE	Within three (3) weeks of contract award
Conduct Staff Orientation and Training	Immediately upon approval of the implementation plan from the Department
Send Progress reports regarding implementation of the project to USBE.	At periods requested by the Department
Conduct Site Visit at all Locations	Within four (4) weeks of contract execution
Outline the Change request process: After the acceptance testing, any changes or customizations requested by Department will be addressed.	Within four to six (4-6) weeks of request date
Onsite and Interactive Web-based Training to the District staff and presentations to the District officials etc. as needed.	Two (2) months before the project start date.
Provide Advertising materials such as flyers, posters etc. to publicize the program.	One (1) month before project start date.
Provide the District and USBE with monthly usage reports including the elements outlined in 6. Reporting	On a monthly basis after program starts
Ongoing System Maintenance	This will be provided on an ongoing basis
Ongoing Staff and Tutor Training	2-3 times during the year

5) Contract Pricing

Student-to-Tutor Ratio	Hourly Rate
1:1	\$49.50
2:1 up to 5:1	\$74.50
6:1 up to 10:1	\$94.50
11:1 up to 20:1	\$124.50

6) Required Reporting per 53A-15-1903

- (a) the methods the Contractor uses to engage with or attempt to recover designated students.

- (b) the number of designated students who enroll.
- (c) the number of designated students who reach the designated students' attainment goals.

Other Required Reporting:

- (a) Additional information may be requested by USBE as needed.

Reporting shall be delivered monthly by Contractor to the USBE project manager as listed below.

7) 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 and for the purpose of amending the contract.

Utah State Board of Education

Project Manager:

Corby Eason
Student Support and Prevention Specialist,
corby.eason@schools.utah.gov
801-538-7863

Contract Manager:

Brad Cummings
Purchasing Director
brad.cummings@schools.utah.gov
801-538-7538

Studentnest, Inc.

Changer Joshi
Vice President
chanderjoshi88@gmail.com
559-486-5936

8) Invoicing

- a. Contractor shall submit monthly or quarterly invoices electronically to the USBE email account at accountspayable@schools.utah.gov and the USBE program manager identified in Attachment B 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.

- b. 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.
- b. Invoices submitted by Contractor to USBE without the required information will not be paid and shall be returned to the Contractor for completion.
- c. 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.
- d. 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.
- e. USBE reserves the right to question or seek clarification for any cost invoiced if the invoice is not supported by proper documentation.
- f. 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.

9) Expectations

- a) The vendor will operate in compliance with all federal rules, regulations, and state guidelines, maintaining effective control over, and accountability for all grant funds, property, and other assets or, if that is not feasible, will transfer title to the Utah State Board of Education – State Prevention program. Vendors shall adequately safeguard all property and assets and shall assure that they are used solely for authorized purposes.
- b) The vendor assures that receipts and expenditures of all funds associated with Dropout Prevention will be documented and accounted for, and available for review as required by the USBE.
- c) The vendor will prepare reports, containing such information as the State Superintendent of Public Instruction may reasonably require, to determine the extent to which funds have been effective in carrying dropout prevention programs.
- d) The vendor assures curriculum, instruction, and evaluation are based on state-approved standards and objectives.

- e) Appropriate instructional materials are available to achieve the goals and objectives of the program.
- f) The vendor will comply with all civil rights regulations prohibiting discrimination in program benefits, participation, employment, or treatment on the basis of race, color, national origin, sex, and disability.
- g) Vendors will gather baseline data of individual students to regularly measure progress toward student attainment goals.
- h) Vendors will indicate frequency of measuring student progress related to attainment goals.
- i) Vendors will show student outcome data at the end of the service period that are related to student attainment goals.