

USBE Cooperative Contract # USBE210112MA

STATE OF UTAH CONTRACT

UTAH STATE BOARD OF EDUCATION

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

Imagine Learning

Name			
<u>328 W Park Cir, Ste 100</u>			
Address			
<u>Provo</u>	<u>UT</u>	<u>84604</u>	
City	State	Zip	

LEGAL STATUS OF CONTRACTOR

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

Point of Contact: Greg Barry Phone # 801-368-3185 Email: greg.barry@imaginelearning.com
 Vendor # VC0000133397 Commodity Code # 20800E

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide: multi-language learning software for K-5.
3. **PROCUREMENT:** This contract is entered into as a result of the procurement process of Solicitation # USBEZC21050RFP, in FY21.
4. **CONTRACT PERIOD:** Effective Date: 7/1/2021 Termination Date: 6/30/2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A.
5. **ATTACHMENT A:** State of Utah Standard Terms and Conditions for Goods and Services
ATTACHMENT B: Scope of Work
- The Order of Precedence, for any conflicts, shall be resolved in favor of 1) Attachment A, 2) other 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 the State Entity's rights must be signed by USBE.**
7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah State Procurement Code, Procurement Rules, and Contractor's response to, and, Solicitation #USBEZC21050RFP.
8. Each signatory below represents that he or she has the requisite authority to enter into this contract.

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

CONTRACTOR

DocuSigned by:
David Alderslade 6/14/2021
 Contractor's signature Date

David Alderslade, Executive Vice President, CFO
 Type or Print Name and Title

UTAH STATE BOARD OF EDUCATION

Agency's signature Date

Type or Print Name and Title

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

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

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

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

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

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

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

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

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

16. CONTRACTOR'S INSURANCE RESPONSIBILITY:

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

16.2. The Contractor shall maintain the following insurance coverage:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. OWNERSHIP OF PROCUREMENT ITEM:

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

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

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

24. DEFAULT AND REMEDIES:

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

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

Contractor's liability for damages.

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

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

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

37.5. ACCESS TO DATA:

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

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

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

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

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

37.6. USE AND DISCLOSURE OF DATA:

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

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

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

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

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

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

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

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

37.6.4.1. For adaptive learning or customized student learning purposes.

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

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

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

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

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

37.7. SECURITY AND PROTECTION OF DATA:

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

of Data prior to such changes being implemented.

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

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

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

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

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

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

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

37.8. INCIDENTS:

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

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

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

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

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

38. COOPERATIVE TERMS

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

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

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

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

- 38.4. LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
- 38.5. ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Contract.
- 38.6. INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. USBE is not responsible for any unpaid invoice.
- 38.7. ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
- 38.8. END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion or termination of this Contract. An End User Agreement must reference this Contract, and it may not be amended or changed unless approved in writing by USBE. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
- 38.9. REPORTS:** Contractor agrees to provide an annual utilization report, reflecting number of licenses in each category to Eligible Users during the period. The report will show the dollar volume of purchases by each Eligible User. Reports are due by December 31 of each year to the program contact.

Attachment B: SCOPE OF WORK

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

1) Introduction**a) Purpose**

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

b) Background

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

Imagine Learning is highly experienced in working with schools and districts across the United States. Implementations of its products vary in size from a few licenses to statewide implementations.

c) Key Personnel-

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

- i) Greg Barry, Area Partnership Manager (APM)
- ii) Alli Yeager, Senior Project Manager
- iii) Education Success Managers (ESMs) Assigned to the USBE
 - (1) Barbara Stoker, Education Success Manager
 - (2) Randy Tingey, Education Success Manager
 - (3) Linsey Hyatt, Education Success Manager
 - (4) Kenrick Larsen, Education Success Manager
 - (5) Gretchen Brown, Education Success Manager
- iv) Taylor Hendershot, Area Vice President of Sales, West
- v) Sean Rainer, Regional Education Success Director (RESA), Mountain Region
- vi) Eric Hafen, National Programs Manager

d) Scope of Work

- i) Imagine Learning shall provide the Imagine Language & Literacy and the Imagine Reading software solutions, including any updates/ upgrades to the system during the term of the contract, at no additional cost.
- ii) The requirements for this software include:
 - (1) Provide language acquisition software licenses that align with World-class Instructional Design and Assessment (WIDA)* to every school in Utah which has **K-5** English Learners enrolled and/or
 - (2) Provide language acquisition software licenses that aligns with World-class Instructional Design and

- Assessment (WIDA)* to every school in Utah which has grades **6-12** English Learners enrolled.
- (3) Provide initial and ongoing technical assistance to school personnel to ensure that students have access to the software licenses.
 - (4) Provide continuing professional development at the school level when the schools request, up to at least three times per school year. The professional development should include:
 - (a) Deploying the software in their school setting (getting the students logged in, helping the students know how to trace their progress, etc.)
 - (b) Using the reports to help target specific student needs with special attention to support for all levels of language proficiency based on WIDA proficiencies in listening, reading, speaking and writing.
 - (5) Provide program data annually to the Utah State Board of Education for internal program evaluation which includes student SSIDs. Should the Utah State Board of Education choose, Offeror will provide this information directly to a designated third-party on behalf of the Utah State Board of Education. The submission of the SSIDs is contingent upon the LEAs providing the SSIDs to Imagine Learning.
 - (6) Provide data regarding the professional development that is provided to the schools t

To accomplish these requirements, Imagine Learning will provide the following:

Imagine Learning will provide LEAs with Imagine Language & Literacy, our award-winning software program, for K-5 students across the state. This digital, supplemental program is research-based and aligned to national, state, and other standards, including WIDA PRIME and the Utah Core Standards for English Language Arts.

Imagine Learning is also offering a new program, Imagine Reading, to help fill additional areas of need Utah's multilingual learners have. Imagine Reading provides grade-level content for students in grades 3-8 and can be used as a reading intervention program for students. Like Imagine Language & Literacy, Imagine Reading is research-based and includes proven instructional methodologies. Both programs' intentional instructional design ignite engagement in students. By providing transparency into their progress, the programs encourage students to take ownership of their learning and foster a growth mindset.

Imagine Learning is a Utah-based company founded on the mission of teaching English to the children of the world. Supporting multilingual learners (MLs) is at the core of Imagine Learning's purpose, and Imagine Language & Literacy's targeted approach to supporting MLs and their teachers is unique and incredibly effective. The program's adaptive, individualized, and scaffolded instruction gives MLs the support they need to maximize their English reading and speaking skills as well as their confidence in the classroom. Imagine Language & Literacy's unmatched excellence in language development unlocks learning across subjects for all students. Language acquisition enables students to comprehend, engage in, and enjoy learning across all subject areas more deeply. Imagine Learning calls this the Imagine Learning Language Advantage™.

The Imagine Language & Literacy program focuses on teaching literacy and language together, differing from other programs currently on the market that target only literacy or only language development. Literacy programs have a small positive effect on language proficiency, and language proficiency programs have a small positive effect on literacy; however, Imagine Language & Literacy was specifically designed to provide systematic and explicit instruction in both language and literacy.

Imagine Language & Literacy's support for multilingual learners sets it apart. The program's first-language support—available in 15 languages other than English—provides strategic, scaffolded support and explicit instruction in areas like phonemes. Vocabulary is taught through extensive, direct instruction and contextualized

through multimedia examples and connected texts. Grammar lessons focus on areas of challenge for MLs, such as regular and irregular verbs, plurals, and subject-verb agreement. Students receive explicit instruction that is intentionally sequenced and regular practice in all four domains of literacy—reading, writing, listening, and speaking.

Advanced and long-term multilingual learners using Imagine Reading receive purposeful instruction that accelerates their reading comprehension and academic discourse skills to meet grade-level standards. The program supports these students through explicit instruction in academic language and multimedia scaffolding for independent reading.

Implementation Process and Timeline

Imagine Learning's project management plan includes the following phases:

- Project Planning
- Technical Development
- Implementation, Training, and Ongoing Support
- Analysis and Quality Improvement

Project Planning

The project planning phase will start upon contract award and continue throughout the first month to ensure that Imagine Learning's plans reflect the state's goals. Initial planning meetings will confirm the communications and recruitment plan and the student upload procedures. Moving forward, the planning will focus on teacher professional development and continued program utilization.

Technical Development

The Customer Care team will focus on the tools being used to upload students into the Imagine Language & Literacy and Imagine Reading platforms. Additionally, Imagine Learning's technical systems engineer will work with the district IT department to ensure correct student data is being uploaded in a way that fits the district's IT protocol.

Implementation, Training, and Ongoing Support

The Implementation, Training, and Ongoing Support phase focuses on timely implementations, customized Train-the-Trainer model for schools through success planning, onsite training, online training, onsite kickoff visits, and site-based coaching visits to ensure program fidelity. All of this is delivered by an in-state team of professionals supported by an online team focused on customer support.

Analysis and Quality Improvement

The basis for the Analysis and Quality Improvement phase is having an open and effective communication program with each district. To help make this happen, Imagine Learning provides regular activity briefs, reports on progress, and meetings to discuss how the implementation is tracking to plan. This effort is ongoing and key to achieving a strong working relationship that supports the district's goals. Imagine Learning will also provide

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each district with reports showing BOY and EOY literacy and language benchmark data for multilingual learners in their district.

Timeline

The following table is an example of the steps Imagine Learning will take to help Utah schools successfully implement Imagine Language & Literacy and Imagine Reading. The headers denote significant milestones in the process.

Tasks	Responsible Parties	Completion Dates
Project Planning		
Initial planning meetings to create success plans and establish student upload procedures.	Imagine Learning and districts/schools	Back-to-school 2021 (August–October)
Pre-installation Preparation		
Complete installation on Cloud server.	Imagine Learning	As schools sign up
Roster students and teachers.	Imagine Learning and districts/schools	Back-to-school 2021; Ongoing as schools sign up
Schedule training dates with schools and teachers.	Imagine Learning and districts/schools	Back-to-school 2021; Ongoing as schools sign up
Site Installation and Training		
Push out Imagine Language & Literacy and Imagine Reading apps/shortcuts to devices as needed.	Districts/schools with support from Imagine Learning	Back-to-school 2021/after schools sign up
Provide “Getting Started” and “WIDA Alignment” training workshops as needed.	Imagine Learning	Back-to-school 2021/after schools sign up; Ongoing
Ensure that students begin using the program(s).	Imagine Learning and districts/schools	Back-to-school 2021/after schools sign up
Conduct follow-up calls or visits as needed.	Imagine Learning	Ongoing
Follow-up Training		
Conduct first follow-up training workshop as needed. Focus will be on data and reports.	Imagine Learning	Winter 2021; Ongoing
Conduct second follow-up training as needed.	Imagine Learning	Spring 2022; Ongoing
Ongoing Support		
Provide online training, onsite kickoff visits, and site-based coaching visits to ensure program fidelity as needed.	Imagine Learning	Ongoing

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Implement the program(s) in community and family centers.	Imagine Learning	Previously completed in some districts; Ongoing
Monitoring		
Monitor usage and regularly reach out to schools to encourage productive use. Share district/school level reports, as needed.	Imagine Learning	Ongoing
Meet to discuss how the implementation is tracking to plan.	Imagine Learning and LEAs	As needed
Evaluation		
Comply with evaluator data requests, including providing all requested data in the requested format.	Imagine Learning	Ongoing

Professional Development

Imagine Learning has provided training and support to Utah teachers for more than a decade. Imagine Learning's education success managers work with Utah's districts and schools to provide training and coaching needs throughout the year. Currently, Imagine Learning employs five ESMs who live in Utah and provide support solely to Utah schools through a combination of in-person and virtual trainings. These ESMs have developed strong working relationships with EL directors and school EL coordinators in their assigned districts and customize the delivery of professional development based on the needs of the schools.

Professional development that Imagine Learning's Utah ESMs provide include implementation training, student kick-offs, data dives, student achievement reviews, and more. Imagine Learning's ESMs have a particularly strong focus on data and helping educators understand how to read and use student data to support learning. ESMs work with educators on how to target specific student needs and support all levels of language proficiency. Imagine Learning can also provide training that addresses how Imagine Learning's programs align with WIDA practices of support for all language proficiency levels.

In the upcoming year, the ESMs will focus on making sure all schools know they are entitled to receive at least three continuing professional development sessions in the areas outlined in the scope of work:

- Helping schools deploy the Imagine Language & Literacy and Imagine Reading programs in their school settings
- Instructing educators on how to use the programs' reports to target specific student needs (focusing particularly on all levels of language proficiency based on WIDA with special attention to support for all levels of language proficiency based on WIDA practices)
- Helping educators understand how the programs target the WIDA Key Uses and Can-Do Descriptors

Multilingual Learner Forum

In addition to the continuing professional development that Imagine Learning provides Utah schools under this contract, Imagine Learning has hosted an annual multilingual learner forum for Utah educators. Participants can attend to earn continuing education credits, learn best practices, and hear from well known experts in the field

of multilingual learners, including Jeff Zwiers from Stanford University and Sylvia Linan-Thompson from the University of Oregon. During this forum, Imagine Learning also addressed using Imagine Language & Literacy and Imagine Reading with WIDA best practices in mind.

Data Protection

Imagine Learning recognizes moral and legal responsibilities to protect student privacy and ensure data security. Imagine Learning's Privacy Policy provides basic information on the company's use of data, details the company's data stewardship and security practices, and outlines Imagine Learning's compliance with federal privacy laws. The full policy can be found at imaginelearning.com/privacy. A page discussing frequently asked questions regarding this Privacy Policy can be found at imaginelearning.com/privacy/faq.

Collecting and Sharing Student Data

Imagine Learning's primary purpose for collecting and processing personal information (PI) is to provide, maintain, and operate educational services, as well as for general business purposes. All PI is handled by Imagine Learning with care and is protected by the policies, procedures, and safeguards described in our Privacy Policy. Imagine Learning collects PI either (i) directly through forms or data entry fields on our services, or (ii) through passive collection through use of the services. To prevent unauthorized collection of PI, particularly from children, students and parents cannot create student accounts for Services without a sponsoring school or authorized person.

Types of Student Information Collected

When a student account is created, Imagine Learning begins to collect information about the student. Portions of this data are personally identifiable. Imagine Learning will never condition a child's participation in an activity (such as contests) on the child's disclosure of more PI than is necessary to participate in the activity. This means that if specific information (such as the child's email address) isn't needed to allow the child to participate in a contest, Imagine Learning will not ask for it.

The following is a list of **required** information necessary to create a student account:

- Student first and last name
- Grade level
- Language
- Student number
- Student username and password for our services
- School or district name

The following is a list of **optional** student information that may or may not be populated by an authorized person:

- SSO ID (for single sign-on functionality)
- Birth date (often used to help distinguish between students with the same name)*
- Demographic information (for reporting purposes, such as gender, IEP status, ELL status, etc.)
- Organization number (e.g., school or district identifier, state ID, or other number)

As students use the Services, additional collected data may include the following:

- Assessment results and scores, including
 - Academic performance and placement,
 - Psychographic information (e.g., emotionality, confidence), and

- Screening results (optionally administered by the school or authorized person; e.g., dyslexia, cognitive, social, and physical development)*
 - Curriculum progress
 - Audio recordings (e.g., students reading passages aloud)
 - Responses to writing prompts
 - Certificates of achievement and curriculum completion
 - Analytical data measuring a student's usage of and engagement with our applications and learning activities (e.g., login frequency, click frequency, time between responses, time spent using the applications, etc.)
- *This information is collected for other Imagine Learning programs, but not for Imagine Language & Literacy users.*

Use of Student Data

Information Imagine Learning collects (student, teacher, and administrator data) is used to provide educational services. For example, Imagine Learning may, as part of the services, record audio of a child reading and speaking. The audio recording is played back to the child through the services to hear how he or she sounds, which improves student reading and language fluency. Teachers may later choose to listen to these audio files for an accurate and descriptive measure of student progress.

Other data are similarly collected to enhance the teaching and learning outcomes of both students and educators. Imagine Learning tracks and assesses a student's development as he or she progresses through the curriculum. Reports generated by this information enable teachers to evaluate student progress, to identify students who need intervention, and to discover students who can be taught together.

Imagine Learning may use PI it collects, either separately or in combination with pre-existing data, for the following educational purposes:

- To provide, maintain, secure, and operate the services (such as authenticating users and troubleshooting problems as requested by an authorized person or user)
- To develop and improve our services for you
- To customize your experience or content within our services
- To track and assess student development and progress through our applications
- To generate reports that allow parents, teachers, and other authorized persons to evaluate student progress, identify students who need intervention, and discover students who can be taught together as a group
- To email parents, teachers, and other authorized persons about new features and other information related to our services
- To conduct aggregate statistical studies and perform research for authorized persons
- To protect Imagine Learning and our users, such as conducting audits or notifying schools of inappropriate or potentially harmful behavior
- To assist students who request online help from our state-certified, security-cleared teachers who are employed by Imagine Learning to provide individualized instruction
- Other educational purposes requested and sanctioned by an authorized person

Like many online service providers, Imagine Learning also collects device, analytical, and log data about how users use and engage with the company's services. This information helps Imagine Learning maintain and improve the consistency, performance, and availability of services across platforms and devices.

Sharing Student Data

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Imagine Learning does not sell PI or disclose collected PI. Imagine Learning does not market to or survey students, nor is PI used or disclosed for behavioral targeting of advertisements to students. School staff may be invited to provide feedback about their experiences, but participation is never required. Students are occasionally asked to provide feedback on their enjoyment level of various aspects of the services. Access to PI collected by Imagine Learning is restricted to a limited number of Imagine Learning employees who need such access to perform their job. Imagine Learning may, at times, share certain pieces of PI with third parties that help provide Imagine Learning's services. These third-party suppliers are considered "sub-processors" under applicable data protection laws because they process (e.g., store) personal data.

We expect and require that these sub-processors implement appropriate security measures to safeguard personal data and comply with applicable data protection laws. A list of these sub-processors is shown in the chart below.

Sub-processor	Primary Business Location	Processing Location	Purpose / General Function	Data Shared
Amazon Web Services, Inc.	Seattle, WA	United States	Data storage	Encrypted personal information
Microsoft Corporation (Microsoft Azure)	Redwood City, CA	United States	Data storage	Encrypted personal information
MetaMetrics®	Durham, NC	United States	Lexile assessment tools	Non-identifying usage data for royalties
Learnosity Inc.	Los Angeles, CA	United States	Assessment tools and analytics	Anonymous assessment data
Pendo.io, Inc.	Raleigh, NC	United States	Service usage analytics	Teacher/Administrator username and first/last name, product usage analytics
Box, Inc.	Redwood City, CA	United States	Secure file sharing	Encrypted personal information
Clever®	San Francisco, CA	United States	Single Sign-On provider, rostering	SSO ID (only shared if authorized by school)
Auth0®	Bellevue, WA	United States	Single Sign-On provider	SSO ID (only shared if authorized by school)
ClassLink	Clifton, NJ	United States	Single Sign-On provider, rostering	SSO ID (only shared if authorized by school)
Google Marketing Platform (Google Analytics)	Mountain View, CA	United States	Website analytics	Non-identifiable data (e.g., device type, OS, browser type)
Google reCAPTCHA	Mountain View, CA	United States	Spam and abuse protection	Behavioral data to distinguish human users from bots for security purposes
Oracle Corporation (Eloqua/NetSuite)	Redwood Shores, CA	United States	Customer contact / communication	Customer contact information (e.g., name, title, email, district)
Atlassian (StatusPage.io)	San Francisco, CA	United States	Voluntary subscription service for incident communication	User-submitted email and/or phone number

Imagine Learning discloses personal data to public authorities ONLY IF required by law. In the event of a required disclosure, Imagine Learning will notify affected schools or authorized persons.

Protecting and Storing Student Data

Personal information collected and processed by Imagine Learning is encrypted in transit and at rest. It is also stored within the continental United States.

All PI held by Imagine Learning is destroyed or de-identified upon one of the following:

- After termination of our relationship with a school or authorized person
- When it is no longer needed for the purpose for which it was provided
- When advised to do so by the school or authorized person
- As directed by agreement with the school

De-identified data (anonymous data with all PI removed) is maintained and used for reporting, analytics, and statistical research. This research helps Imagine Learning evaluate the effectiveness of the company's offerings and improve our services for you and other customers. Imagine Learning does not attempt to reidentify information that has been de-identified.

Data maintained by Imagine Learning are protected in a secure environment. Imagine Learning takes data stewardship responsibilities seriously. Imagine Learning has implemented several security measures to protect personal information from unauthorized disclosure.

Imagine Learning's privacy and security practices utilize industry-standard tools and techniques to protect personal information. However, to achieve comprehensive protection of personal information, each school needs to use secure practices as well. Imagine Learning hosts Services from within Amazon Web Services (AWS) and Microsoft Azure, both of which are compliant with industry-recognized standards for security and privacy.

In addition to the protections afforded by cloud hosting providers, Imagine Learning employs other practices to protect personal data. These practices include, but are not limited to, the following:

- **Data encryption.** Data is encrypted in transit and at rest.
- **Access.** Access to personal information is restricted to a limited number of Imagine Learning employees who need such access to perform their job.
- **Data Systems Monitoring.** Imagine Learning employs several third-party services that continuously monitor and scan the company's online services for vulnerabilities and misconfigurations. Employees dedicated to operating our services monitor these services and receive automated alerts when performance falls outside of prescribed norms.
- **Incident Response Plan.** Imagine Learning regularly reviews and maintains an incident response plan.
- **File Transfer Protocol.** Data is securely transferred to Imagine Learning using File Transfer Protocol (FTP) over secure (SSL/TLS) cryptographic protocol.
- **Firewalls.** Anti-virus software and firewalls are installed and configured to scan Imagine Learning's systems. The firewall is periodically updated and configured so that users cannot disable the scans.
- **Security audits.** Imagine Learning conducts security audits and code reviews, both by outside providers and by executive summary.
- **Secure programming practices.** Imagine Learning software developers are aware of secure programming practices and strive to avoid introducing errors in Imagine Learning's applications (such as those identified by OWASP and SANS) that could lead to security breaches.
- **Account protection.** Each user of Imagine Learning is required to create an account with a unique account name and password. Single Sign-On (SSO) users are authenticated with secure tokens.
- **Facility security.** Imagine Learning is located inside the continental United States. Physical access is protected by electronic access devices, with monitored security and fire/smoke alarm systems.
- **Security Breach.** In the event of a security breach that results in unauthorized release of personal data, Imagine Learning will notify affected customers of such breach, will investigate, and will restore the integrity of its data systems as soon as possible. Imagine Learning will fully cooperate and assist with required notices to those individuals affected by such breach.
- **Employee Training.** Imagine Learning has designated a Director of Privacy & Data Protection to oversee employee security training and compliance. The Director of Privacy & Data Protection also oversees the storage and destruction of sensitive data.

[Compliance with Privacy Laws and Standards](#)

Imagine Learning recognizes the preeminence of federal, state, and local laws, regulations, and policies that govern the privacy and security of your personal information.

FERPA

The Family Educational Rights and Privacy Act (FERPA) provides parameters for what is permissible when sharing student information. Imagine Learning is authorized by schools and districts under the FERPA “school official” exception to receive and use educational data to provide educational services. This information has significant educational value. Apart from enabling the creation of accounts with which students access our services, this information enables teachers to track student growth and identify students who need intervention. Imagine Learning does not collect data for collection’s sake, and access is limited and appropriate.

COPPA

The primary users of Imagine Learning are young children. The Children’s Online Privacy Protection Act (COPPA) protects children under the age of 13. School officials and teachers are authorized under COPPA to provide consent on behalf of parents; therefore, Imagine Learning does not obtain parental consent directly. An authorized person provides consent for a child under the age of 13 to use Imagine Learning services when they create an Imagine Learning account for that child.

Student Privacy Pledge

Imagine Learning is a proud signatory of the Student Privacy Pledge. Imagine Learning takes responsibility to both support the effective use of student information and safeguard student privacy and information security. Imagine Learning pledges to carry out responsible stewardship and appropriate use of student personal information and adhere to all laws applicable to us as an educational service provider.

ISO/IEC 27001:2013 Certification

Imagine Learning is currently pursuing certification for its products against the ISO/IEC 27001:2013 standard, a prevalent information security standard. Imagine Learning is on-track to obtain certification by an accredited certification body by Summer 2020. Additional details will be provided once completed.

2) Project Management:

- i) Any changes or deviation from the agreement must be agreed to in writing through a proper amendment to the agreement. Any technical and/or managerial exchange of information or advice shall not be construed as a change to any requirement and/or provision of this Contract unless the change is expressly directed by USBE’s Procurement Representative in writing pursuant to the Changes clause of this Contract or by bilateral written agreement between the designated representatives of this Contract. The parties identified below are the points of contact for the agreement for the purpose of amending the contract.
- ii) Utah State Board of Education:
 - (a) Program Manager: Jimmy Hernandez, PhD., Research Consultant, jimmy.hernandez@schools.utah.gov, 801-538-7759
 - (b) Contract Manager: Zachary Christensen, Director Purchasing and Contracts, zac.christensen@schools.utah.gov, 801-538-7538
- iii) Vendor:
 - (a) Program Manager: Greg Barry, Area Partnership Manager, greg.barry@imaginelearning.com, (801) 368-3185

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(b) Contract Manager: Charyl Jackson, Staff Accountant, accountsreceivable@imaginelearning.com, 801-377-5071

3) Project Budget

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

License Size	SY 2021-2022	SY 2022-2023	SY 2023-2024	SY 2024-2025	SY 2025-2026
Micro (1-10)	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00
Mini (11-50)	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
Small (51-150)	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00
Medium (151-350)	\$27,000.00	\$27,000.00	\$27,000.00	\$27,000.00	\$27,000.00
Large (351-550)	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00
Extra Large (551+)	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00

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

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

4) Invoicing

- a) All fees are due and payable prior to the first funds distribution
- b) Contractor shall submit invoices electronically to the LEA for all goods and/or services provided in accordance with the terms on the agreement. Invoices will not be considered for payment if submitted by another method.
- c) Invoices shall include the following:
 - i) Contractor Name
 - ii) Uniquely identifiable invoice number
 - iii) Invoice date
 - iv) Contract Number
 - v) Recipient Entity's contact information (phone number and email address)
 - vi) Contractor's authorized signature
 - vii) Date(s) goods/services were provided
 - viii) Description of goods and/or services for which payment is requested
 - ix) Dollar amount requested.
- d) Invoices submitted by Contractor to LEA without the required information will not be paid and shall be returned to the Contractor for completion.
- e) All payments made to the Contractor under this agreement shall be made in the name of the Contractor, as it

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appears in this agreement. All payments will be sent to the Contractor will be sent to the address for the Contractor as it appears in the agreement. Changes to the information identified in this section must be requested in writing.

- f)** To obtain payment for the goods and/or services authorized by this agreement, Contractor shall submit the itemized invoice together with supporting documentation of work performed.
- g)** LEA reserves the right to question or seek clarification for any cost invoiced if the invoice is not supported by proper documentation.
- h)** Contractor may be required to repay LEA if, during or after the contract period, an audit or other review determines that payments made by LEA to Contractor were incorrectly paid or were based on incorrect information received from the Contractor. LEA reserves the right to withhold any or all subsequent payments to the Contractor until the incorrect amounts paid have been fully recovered.