

CONTRACT FOR MANAGING RECORDS AND RECORD REQUESTS ONLINE

This Contract for an online school records management and records request solution (the "Contract") is made and entered into this day of, 201, by and between the Newport-Mesa Unified School District (the "Client") and SCRIBBLES SOFTWARE ("Scribbles"), a corporation with its principal place of business at 10617 Southern Loop Blvd, Pineville, NC 28134.

For and in consideration of the mutual promises set forth in the Contract, the adequacy of which is hereby expressly acknowledged, the parties do mutually agree as follows:

1. **Basic Obligations of Scribbles.** Scribbles hereby agrees to provide the services described in the attached Statement of Work (attached hereto as Exhibit 1) in accordance with the terms and conditions of this Contract as requested in writing by the Client.
2. **Basic Obligations of the Client.** For any services requested in writing by the Client, the Client agrees to compensate Scribbles at the rates set forth in the attached Statement of Work (Exhibit 1).
3. **Term.** Contract will be effective from June 1, 2019 through May 31, 2024, This Agreement shall be automatically renewed for successive one (1) year terms unless either Party provides the other Party with sixty (60) days prior written notice to the end of the Initial Term or the Renewal Term.
4. **Termination for Cause.** At any time, the Client may terminate this contract immediately and without prior notice if Scribbles is unable to meet goals and timetables or if the Client is dissatisfied with the quality of services provided.
5. **Insurance.** Scribbles agrees to maintain a minimum of \$2,000,000 in general liability and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this Contract. Certificates of such insurance shall be furnished by Scribbles to the Client and shall contain the provision that the Client is given ten (10) days' written notice of any intent to cancel or terminate by either Scribbles or the insuring company. Failure to furnish such insurance certificates or maintain such insurance shall be deemed a material breach and grounds for immediate termination of this Contract. All Scribbles liabilities as defined within this Contract will be capped at the greater of the compensation received by Scribbles or the \$2,000,000 limit of general liability policy.
6. **Taxes.** Scribbles shall pay all federal, state and FICA taxes for all of its employees participating in the provision of services under this Contract.
7. **Monitoring and Auditing.** Scribbles shall cooperate with the Client, or with any other person or agency acting at the direction of the Client, in their efforts to monitor, audit, or investigate activities related to this Contract. Scribbles shall provide any auditors

retained by the Client with access to any records and files related to the provision of services under this Contract upon reasonable notice. The Client agrees that its auditors will maintain the confidentiality of any trade secrets of Scribbles that may be accessed during an audit conducted under this Contract.

- 8. Confidentiality Information.** Scribbles agrees that all student records, data, personnel records, and/or other confidential information that come within Scribbles' possession in the course of providing services to the Client under this Contract (hereinafter, "Confidential Information") shall be subject to the confidentiality and disclosure provisions of all applicable federal and state statutes and regulations, as well as any relevant policies of the Client. All data and/or records provided by the Client to Scribbles shall be presumed to be Confidential Information subject to the terms of this section unless the Client specifically indicates in writing that the requirements of this section do not apply to a particular document or group of documents.

Scribbles agrees to receive and hold Confidential Information, whether transmitted orally, in writing or in any other form, and whether prepared by a party or its Representatives, in strict confidence, and to use the Confidential Information solely for the purpose of facilitating Client's use of Scribbles' products and services. Scribbles shall take all such action as may be necessary to comply with The Family Educational Rights and Privacy Act ("FERPA") as well as with any other applicable statutory provisions, and with the rules and regulations promulgated under all of the foregoing, to the extent that they may require Client to maintain the confidentiality of the Confidential Information. Except as essential to Scribbles' obligations to Client, Scribbles shall not copy any of the Confidential Information, nor shall Scribbles remove any Confidential Information or proprietary property or documents from Client premises without written authorization of the Client. Scribbles acknowledges its understanding that any unauthorized disclosure of Confidential Information may violate FERPA, and may result in penalties and other damages for which it shall be liable and for which it shall indemnify and hold Client harmless.

- 9. Security.** Scribbles represents and warrants that all documents and information provided to Scribbles by or behalf of the Client, including but not limited to Confidential Records, shall be stored and maintained by Scribbles with the utmost care and in conformity with standards generally accepted in Scribbles' industry for the types of records being stored and maintained. Scribbles further represents and warrants that any online access to the Client's records by authorized persons pursuant to this Contract shall be safe, secure, and password-protected and provided with the utmost care and in conformity with standards generally accepted in Scribbles' industry for the types of records being stored and maintained, and that no person shall be permitted to obtain unauthorized access to any of the Client's records. Without limiting the foregoing, Scribbles specifically warrants that:
- 9.1.** All servers, computers, and computer equipment used to provide services pursuant to this Contract shall be maintained in good working order in compliance with generally accepted industry standards in light of the confidential nature of

the documents in question and shall be located in a safe, controlled, and environmentally stable environment (including moisture and temperature controls) and adequately protected against fires, hurricanes, flooding, or similar occurrences;

- 9.2. Facilities where services are provided shall be secure and access shall be limited to employees trained in security protocols with a legitimate business need to access such facilities (with access removed immediately upon termination of employment) and shall be protected from unauthorized access by commercially reasonable security systems;
- 9.3. All websites, files transfer protocols (FTP's), and any other online electronic system used to provide services pursuant to this Contract shall be protected from security breaches by commercially reasonable firewalls and other intrusion detections systems and antivirus software, which shall be kept updated at all times. Access shall be limited to those agents and employees of Scribbles assigned to the project and any individuals identified in writing by the Client or Client's Designee as authorized to obtain access.
- 9.4. Scribbles have technical controls in place that ensure the security, availability and confidentiality of client data.
- 9.5. All information provided to Scribbles pursuant to this Contract shall be encrypted while in transit over an open network.

10. Standard of Care. Notwithstanding anything in this Contract to the contrary, Scribbles represents and warrants that the services provided by Scribbles shall be performed by qualified and skilled individuals in a timely and professional manner with the utmost care and in conformity with standards generally accepted in Scribbles' industry for the types of services and records governed by this Contract.

11. Indemnification. Scribbles shall indemnify in accordance with the limits set in section 5, defend and hold harmless the Client, its agents, and employees, from and against all claims, actions, demands, costs, damages, losses and/or expenses of any kind whatsoever, in whole or in part in accordance with the limits set in section 5, resulting from or connected with any acts under this Contract or from the omission or commission of any act, lawful or unlawful, by Scribbles, its agents and/or employees, including but not limited to court costs and attorney's fees incurred by the Client in connection with the defense of said matters. This provision shall survive the expiration or termination of this Agreement and remain in full force and effect after such expiration or termination.

12. Relationship of Parties. Scribbles shall be an independent contractor of the Client, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Scribbles be construed as an employee, agent or principal of the Client.

13. Compliance with Applicable Laws. Scribbles shall comply with all applicable laws and regulations in providing services under this Contract. Without limiting the foregoing, Scribbles specifically represents that it is aware of and in compliance with the Immigration Reform and Control Act and that it will collect properly verified I-9 forms

from each employee providing services under this Contract. Scribbles shall not employ any individuals to provide services to the Client who are not authorized by federal law to work in the United States.

- 14. Applicable Client Policies.** Scribbles specifically acknowledges that it will comply with all applicable Client policies, all of which are publicly available on the Client's website.
- 15. Assignment.** Scribbles shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the Client.
- 16. Contract Modifications.** This contract may be amended only by written amendments duly executed by and between the Client and Scribbles.
- 17. California Law.** California law will govern the interpretation and construction of the Contract. Any litigation arising out of this Contract shall be filed, if at all, in a court or administrative tribunal located in the State of **California**.
- 18. Entire Agreement.** This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Contract and supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Contract.
- 19. Severability.** If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.
- 20. Non-Solicitation.** Scribbles agree that, during the term of this Agreement, and for a two-year period following the expiration of this Agreement, Scribbles shall not solicit any employees of Client to become employees of Scribbles or its affiliated entities.
- 21. Notices.** Any notice or other communication provided for herein as given to a party hereto shall be in writing, shall refer to this Agreement by parties and date, and shall be delivered by registered mail, return receipt required, postage prepaid to the person listed below or his successor.

If to: Scribbles
Scribbles Software, LLC
10617 Southern Loop Blvd
Pineville, NC 28134
Attention: Matt Solomon

If to Client:
Newport-Mesa Unified School District CA
2985 Bear Street, Bldg A
Costa Mesa, CA 92626

22. Authority of Signatories. The persons executing this Contract hereby represent and warrant that they have full authority and representative capacity to execute the Contract in the capacities indicated below and this Contract constitutes the binding obligation of the parties on whose behalf they signed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated above.

Newport-Mesa Unified School District

SCRIBBLES SOFTWARE, LLC

Printed Name:

Printed Name: Matt Solomon

By: _____

By:

TITLE: _____

TITLE: Managing Partner

DATE: _____

DATE

STATEMENT OF WORK – EXHIBIT 1

All Scribbles applications are delivered as a Software-as-a-Service.

Product Selection:

Scribbles will deliver to Client, ScribOrder, an online records requests for student records, with \$4 per transaction convenience fee that is charged to the requestor of the record. There will be no convenience fee if the Client does not charge a fee for certain request types such as current students, government and hardship cases. Appropriate credit card processing fees will be charged to the requestor of \$0.30 per transaction plus 2.9% of the total transaction dollar value.

Coupon Codes are available to the Client for transactions in which there is no charge or fee for specific request types such as government and hardship cases. Transaction convenience fees apply to all transactions, including Free transactions. These transaction fees will be itemized on the Client statement as a deduction.

Additional Scribbles Product Options – Client to select the product(s) requested to be delivered via SaaS. All products below require the baseline free ScribOrder system:

Selection	Product Name	Price and Description	Description
X	ScribOrder	Free to the District \$4.00 per transaction to the applicant when the District charges for a record request.	ScribOrder baseline system includes e-trans, ScribCheck, payment processing, school routing, proactive communication, and monthly imbursement of funds back to the District.
	BPO	\$4.00 per transaction for documents sent electronically. \$4.00 per document for records sent via USMail	Upon approval and data upload, records sent electronically are charged to the end user as \$4 per transaction. Documents sent via paper are charged \$4.00 per record sent. The District no longer sends out any paper records via USMail.
	ScribOnline (Archive)	\$400 per month	SaaS document management system. Unlimited users and 4 Capture Modules (for manual scanning). Look-up connection to ScribOrder for student records.
	ScribAutoLookup	\$3,000 per school per year	Pre-load graduation lists and transcript data or PDFs into ScribOrder. Upon order submission, the system will auto-look-up and present best match results to the processor. Processor can review or, if a one-to-one match, select all and send.
	Conversion Services	TBD	<ul style="list-style-type: none"> • Supply of boxes • Pick up • Climate Controlled Records Storage • Scanning • Microfilm Conversion • Indexing (Includes 3 Index fields) • Quality Control • Secure SFTP to ScribOnline • Document Requests (48 hour) • Secure Shredding

Scribbles provides all software components and services at NO cost to the District, inclusive of the following services:

- Consultation
- Configuration
- Workflow Configuration and Customization
- Testing
- Best Practices Training
- Deliver Web Content
- Training/Mentoring
- Software Upgrades
- Technical Support

Scribbles will deliver a monthly, itemized statement by the 25th of each month for the previous months collection of student record request fees. At the discretion of the Client, Scribbles will make monthly payments to the Client via ACH or check. Money collected via ScribOrder can be applied to additional products as described above.