JEFFERSON COUNTY PUBLIC SCHOOLS
CONTRACT FOR ONLINE STUDENT RECORDS REQUESTS SOFTWARE SERVICES

This contract for an online student records requests software services (the "Contract") is made and entered into this 28th day of October, 2014, by and between the Board of Education of Jefferson County, Kentucky, a Kentucky school district doing business as the Jefferson County Public Schools (the "Client") and Scribbles Software, LLC ("Scribbles"), a corporation in good standing authorized to do business in the State of Kentucky.

For and in consideration of the mutual promises set forth in this 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.** The Client hereby agrees to perform the obligations of the Client 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 Scribbles.

3. **Term.** This Contract will be effective from October 28, 2014 through October 27, 2017, with an option to renew annually thereafter upon mutual agreement of the Client and Scribbles.

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 $1,000,000 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 shall be 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, the actual damages incurred, or the $1,000,000 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, subject only to the requirements of the Kentucky Open Records Law.

8. **Confidential 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 the Client's use of Scribbles' products and services. Scribbles shall take all such action as may be necessary to comply with the federal Family Educational Rights and Privacy Act ("FERPA"), the Kentucky Family Education Rights and Privacy Act ("KFERPA"), 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 the Client and/or Scribbles to maintain the confidentiality of the Confidential Information. Except as essential to Scribbles' obligations to the Client, Scribbles shall not copy any of the Confidential Information, nor shall Scribbles remove any Confidential Information or proprietary property or documents from the Client's premises without written authorization of the Client. Scribbles acknowledges its understanding that any unauthorized disclosure of Confidential Information may violate FERPA and/or KFERPA, and may result in penalties and other damages.

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 Information, 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, FTPs, 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 shall 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, including without limitation FERPA and KFERPA, 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 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. **Kentucky Law.** Kentucky law will govern the interpretation and construction of this Contract. Any litigation arising out of this Contract shall be filed, if at all, in a court or administrative tribunal located in Jefferson County, the State of Kentucky.

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 this Contract shall continue in full force and effect.

20. **Non-Solicitation.** Scribbles agrees that, during the term of this Contract, and for a two-year period following the expiration of this Contract, 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 Contract by parties and date, and shall be delivered by registered mail, return receipt required, postage prepaid to the person listed below or his or her successor.

> If to: Scribbles
> Scribbles Software, LLC
> 13802 Lakeview Drive
> Clive, Iowa 50325
> Attention: Ron Christian
>
> If to Client:
> Jefferson County Public Schools

3332 Newburg Road
Louisville, Kentucky 40218
Attention: General Counsel

22. **Authority of Signatories.** The persons executing this Contract hereby represent and warrant that they have full authority and representative capacity to execute this Contract in the capacities indicated below and this Contract constitutes the binding obligation of the parties on whose behalf they signed.
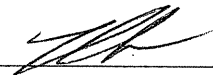
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated above.

JEFFERSON COUNTY BOARD OF EDUCATION   SCRIBBLES SOFTWARE, LLC

Printed Name: _____   Printed Name: Ron K. Christian

By:_____   By: _____

ITS: _____   ITS: Managing Member

DATE: _____   DATE: 10/7/14

STATEMENT OF WORK – EXHIBIT 1

Scribbles will provide ScribOrder, an online student records request and payment solution, at NO cost to the Client. ScribOrder is delivered as a Software-as-a-Service (SaaS).

Client will add the URL to ScribOrder to the Client's website and modify the content on the records page to promote the new online application. Scribbles will provide sample web content to the Client.

Scribbles will accept online requests for transcripts and/or full student records from authorized requestors. The Client from time to time during the term of this Contract may provide to Scribbles in writing the categories of persons and entities that are authorized requestors and the online identity authentication requirements to be used by Scribbles to authenticate their status as an authorized requestor. Scribbles will charge to each requestor, and will pay to the Client monthly as set forth below, the following fees: $5.00 for a high school transcript/written verification of graduation and $8.00 for a full student record including elementary through high school. These fees may be changed by the Client from time to time during the term of this Contract on 30 days prior written notice to Scribbles. Scribbles will also collect a $4.00 convenience fee for each transcript/written verification or full student record that will be charged to and paid by the requestor of the record and will be retained by Scribbles. The convenience fee may be changed during the term of this Contract only by mutual written agreement of Scribbles and the Client. . The Client will have no liability to Scribbles for any fees that are charged back to Scribbles by a bank, credit card company or other electronic payment processor.

Scribbles provides all software components and services at NO cost, inclusive of the following services:
- Consultation
- Configuration, Branding and Activating Online Forms
- Workflow Configuration and Customization
- Testing
- Best Practices Training
- Deliver Web Content
- Training/Mentoring
- Software Upgrades

Scribbles will deliver to the Client a monthly, itemized statement on the 25th of each month for the previous months collection of student record request fees that are required to be paid by Scribbles to the Client as described above. At the discretion of the Client, Scribbles will make monthly payments to the Client via ACH or check.

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