

**Auburn City Schools
Services and Systems Memorandum
of Agreement (MOA)**

THIS MEMORANDUM OF AGREEMENT, executed and effective as of the 15 day of May, 2019, by and between B.E. Publishing and existing under the laws of B.E. Publishing (the "Company"), and **Auburn City Schools (ACS)**, a public school system organized and existing under the laws of the state of Alabama (the "School Board"), recites and provides as follows.

Recitals

The Company and the School Board are parties to a certain agreement hereafter referred to as (the "Agreement"). In connection with the execution and delivery of the Agreement, the parties wish to make this Memorandum of Agreement (also referred to as MOA or Addendum) a part of the original Agreement in order to clarify and/or make certain modifications to the terms and conditions set forth in the original Agreement.

The Company and the School Board agree that for purposes of the Agreement and this MOA that the Company is an entity acting for the School Board in the performance of functions that a School Board employee otherwise would perform..

The Company and the School Board agree that the purpose of such terms and conditions is to (1) ensure compliance with the Family Educational Rights and Privacy Act (FERPA) and the overall privacy and security of student educational records provided by ACS to the Company for purposes of performing the Company's responsibilities under the Agreement; (2) to provide for the overall privacy and security of any other personally identifiable records, including, but not limited to, employee records, provided by ACS to the Company for purposes of performing Company's responsibilities under the Agreement; and (3) the establishment of procedures for the protection of confidential records, including procedures regarding security and security breaches. For purposes of this MOA, the terms "confidential record(s)" or "ACS data" are defined as any records containing personally identifiable information shared with the Company pursuant to the Agreement or this MOA, including, but not limited to, student educational records and employee records.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the parties agree as follows.

Agreement

The following provisions shall be deemed to be included in the Agreement:

Confidentiality Obligations Applicable to Certain ACS Records. The Company hereby agrees that it shall maintain, in strict confidence and trust, all confidential records.

Confidential records will not be shared with any other resource or entity that is outside the intended purpose of the Agreement.

The Company shall cause each officer, director, employee and other representative who shall have access to ACS Student Records during the term of the Agreement (collectively, the "Authorized Representatives") to maintain in strict confidence and trust all confidential records. The Company shall take all reasonable steps to insure that no confidential records are disclosed to any person or entity except those who (a) are Authorized Representatives of the Company performing functions for ACS under the Agreement and have agreed to be bound by the terms of this Agreement; (b) are authorized representatives of ACS, or (c) are entitled to such confidential records from the Company pursuant to federal and/or Alabama law. The Company shall use confidential records, and shall take all reasonable steps necessary to ensure that its Authorized Representatives shall use such information, solely for purposes related to and in fulfillment of the performance by the Company of its obligations pursuant to the Agreement.

The Company shall: (a) designate one of its Authorized Representatives to be responsible for ensuring that the Company and its Authorized Representatives maintain confidential records in accordance with this MOA; (b) train the other Authorized Representatives with regard to their confidentiality responsibilities hereunder and pursuant to federal and Alabama law; (c) maintain at all times a list of Authorized Representatives with access to confidential records..

Other Security Requirements. The Company shall use all commercially reasonable technologies, policies, procedures and practices necessary to secure and protect the confidentiality and integrity of confidential records, including procedures to (a) establish user IDs and passwords as necessary to protect such information; (b) protect all such user passwords from detection and unauthorized use; (c) prevent hostile or unauthorized intrusion that could result in data corruption, or deny service; (d) prevent and detect computer viruses from spreading to disks, attachments to e-mail, downloaded files, and documents generated by word processing and spreadsheet programs; (e) minimize system downtime; (f) notify ACS of planned system changes that may impact the security of ACS data; (g) destroy ACS data when it is no longer needed for the purpose for which it was obtained or transfer said data to ACS or ACS's designee, according to a schedule and procedure as the parties may reasonably agree; (h) notify ACS of any storage of ACS data outside the US; (i) in the event of system failure, enable recovery of ACS information. The Company guarantees that confidential records will not be sold to, accessed by, or moved by third parties.

In the event the Company becomes aware of a security breach, the Company shall (a) immediately take such commercially reasonable action necessary to attempt to close the breach; (b) notify ACS a reasonable amount of time of Company's first knowledge of the breach, the reasons for or cause of the breach, actions taken to close the breach, and identify the ACS data compromised by the breach; (c) return compromised ACS data for review; (d) provide communications on the breach to be shared with affected parties and reasonably cooperate with ACS efforts to communicate to affected parties by providing ACS with prior review of press releases and any communications to be sent to affected parties; (e) take all

legally required, reasonable, and customary measures in working with ACS to remediate the breach which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the disclosure; (f) cooperate with ACS by providing information, records and witnesses needed to respond to any government investigation into the disclosure of such records or litigation concerning the breach; and (g) provide ACS with notice within 5 business days of notice or service on Company, whichever occurs first, of any lawsuits resulting from, or government investigations of, the Company's handling of ACS data of any kind, failure to follow security requirements and/or failure to safeguard ACS data. The Company's compliance with the standards of this provision is subject to verification by ACS personnel or its agent during regular business hours and with prior notice to Company during the term of the Agreement. Said information should only be used for the purposes intended and should not be shared, sold, or moved to other companies or organizations nor should other companies or organization be allowed access to said information without ACS's direction or consent.

Disposition of ACS Data Upon Termination of Agreement

Upon expiration of the term of the Agreement, or upon the earlier termination of the Agreement for any reason, the Company agrees that it shall deliver to the School Board, and shall take all reasonable steps necessary to cause each of its Authorized Representatives to deliver to the School Board, all required ACS data. The Company hereby acknowledges and agrees that, solely for purposes of receiving access to ACS data and of fulfilling its obligations pursuant to this provision and for no other purpose (including without limitation, entitlement to compensation and other employee benefits), the Company and its Authorized Representatives shall be deemed to be school officials of the School Board, and shall maintain ACS data in accordance with all federal state and local laws, rules and regulations regarding the confidentiality of such records. The non-disclosure obligations of the Company and its Authorized Representatives regarding the information contained in ACS data shall survive termination of the Agreement. The Company shall indemnify and hold harmless the School Board from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Company or any of its officers, directors, employees, agents or representatives of the obligations of the Company or its Authorized Representatives under this provision.

Certain Representations and Warranties. The Company hereby represents and warrants as follows: (a) the Company has full power and authority to execute this MOA and to perform its obligations hereunder and thereunder; and (b) this MOA constitute the valid and binding obligations of the Company, enforceable in accordance with their respective terms; and (c) the Company's execution and delivery of this Addendum and compliance with its respective terms will not violate or constitute a default under, or require the consent of any third party to, any agreement or court order to which the Company is a party or by which it may be bound.

Governing Law; Venue. Notwithstanding any provision contained in the Agreement to the contrary, (a) this MOA shall be governed by and construed in accordance with the laws of the State of Alabama, without reference to conflict of laws principles; and (b) any dispute hereunder which is not otherwise resolved by the parties hereto shall be decided by a court of competent jurisdiction located in the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized officers effective as of the date first written above.

B.E. Publishing
[Name of Company]

By: Erin Mainville
[Printed Name]

Erin Mainville
[Signature]

Accountant
[Title]

Auburn City Schools

By: Dennis Verwood
[Printed Name]

[Signature]
[Signature]

Asst Supt / CFO
[Title]