MOORE Public Schools
LEARNING FOR LIFE

Center for Technology

Memorandum of Agreement (MOA)

MOORE PUBLIC SCHOOLS DATA PRIVACY MEMORANDUM OF AGREEMENT

Executed and effective as of the 15 day of November, 2022, by and between Finalsite, (the "Company"),

and Moore Public Schools **(MOORE)**, a public school system organized and existing under the laws of the state of Oklahoma (the "School Board"), recites and provides as follows.

Recitals

The Company and the School Board are parties to a certain agreement entitled 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 the purpose of such terms and conditions is to ensure compliance with the Family Educational Rights and Privacy Act (FERPA) and the overall privacy and security of student and staff Personally Identifiable Information (PII) hereafter referred to as student/staff information and/or data, including but not limited to (a) the identification of the Company as an entity acting for the School Board in its performance of functions that a School Board employee otherwise would perform; and (b) the establishment of procedures for the protection of PII, including procedures regarding security and security breaches.

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 include but limited to:

- Student/Staff data storage, maintenance, collection, integration, and/or analysis
- Special Education consultation, audit, evaluation, behavior intervention supports
- Academic consultation, audit, evaluation, behavior intervention supports
- Information technology maintenance, integration, consultation or audits

Confidentiality Obligations Applicable to Certain Moore Student Records. The Company hereby agrees that it shall maintain, in strict confidence and trust, all Moore student records containing personally identifiable information (PII) hereafter referred to as "Student Information". Student information will not be shared with any other resource or entity that is outside the intended purpose of the Agreement.

Data Checklist (Attachment 1) must completed and submitted to identify all data used by the vendor for public record.

The Company shall cause each officer, director, employee and other representative who shall have access to Moore Student Records during the term of the Agreement (collectively, the "Authorized Representatives") to maintain in strict confidence and trust all Moore Student Information. The Company shall take all reasonable steps to insure that no Moore Student or Staff information is disclosed to any person or entity except those who (a) are Authorized Representatives of the Company performing functions for Moore under the Agreement and have agreed to be bound by the terms of this Agreement; (b) are authorized representatives of Moore, or (c) are entitled to such Moore student information from the Company pursuant to federal and/or Oklahoma law. The Company shall use Moore's data, 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 the Moore student information as confidential; (b) train the other Authorized Representatives with regard to their confidentiality responsibilities hereunder and pursuant to federal and Oklahoma law; (c) maintain at all times a list of Authorized Representatives with access to Moore student information.

Other Security Requirements. The Company shall maintain all technologies, policies, procedures and practices necessary to secure and protect the confidentiality and integrity of Moore student information, 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 Moore of planned system changes that may impact the security of Moore data; (g) return or destroy Moore data that exceed specified retention schedules; (h) notify Moore of any data storage outside the US; (i) in the event of system failure, enable immediate recovery of Moore information to the previous business day. The Company should guarantee that Moore data will not be sold to, accessed by, or moved by third parties.

In the event of a security breach, the Company shall (a) immediately take action to close the breach; (b) notify Moore within 5 working days 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 Moore student information compromised by the breach; (c) return compromised Moore data for review; (d) provide communications on the breach to be shared with affected parties and cooperate with Moore's efforts to communicate to affected parties by providing Moore 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 Moore 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 Moore 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 Moore with notice within 5 working days of notice or service on Company, whichever occurs first, of any lawsuits resulting from, or government investigations of, the Company's handling of Moore data of any kind, failure to follow security requirements and/or failure to safeguard Moore's data. The Company's compliance with the standards of this provision is subject to verification by Moore personnel or its agent at any time during the term of the Agreement. Said information should only be used for the purposes intended and shall not be shared, sold, or moved to other companies or organizations nor should other companies or organization be allowed access to said information.

Disposition of Moore 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 promptly shall deliver to the School Board, and shall take all reasonable steps necessary to cause each of its Authorized Representatives promptly to deliver to the School Board, all required Moore student data and/or staff data. **See Attachment 2: Disposition of Data.** The Company hereby acknowledges and agrees that, solely for purposes of receiving access to Moore 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 Moore 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 Moore 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 the Agreement and this MOA and to perform its obligations hereunder and thereunder; (b) the Agreement and this MOA constitute the valid and binding obligations of the Company, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or similar laws affecting the rights of creditors and general principles of equity; and (c) the Company's execution and delivery of the Agreement and this Addendum and compliance with their 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) the Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, 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 Oklahoma.

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.

Jun Kim, Director of Technology
Moore Public Schools

DocuSigned by:
Dave Glen
1882F8C49A0C4B1...
[Authorized Signatory for Contractor/Vendor]

Dave Glen
[Printed Name]

Director of Revenue Operations
[Title]

11/15/2022
[Date]

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ATTACHMENT 1:
SAMPLE DATA CHECKLIST

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	Yes
	Other application technology meta data-Please specify:	https://docs.google.com/document/d/1Q3m3SW3ezLNchcvKeRDY4t7Yw1yjCyGxqley5nn20zA/edit?usp=sharing
Application Use Statistics	Meta data on user interaction with application	Yes
Assessment	Standardized test scores	NO
	Observation data	NO
	Other assessment data-Please specify:	NO
Attendance	Student school (daily) attendance data	NO
	Student class attendance data	NO
Communications	Online communications that are captured (emails, blog entries)	YES
Conduct	Conduct or behavioral data	NO
Demographics	Date of Birth	NO
	Place of Birth	NO
	Gender	NO
	Ethnicity or race	NO
	Language information (native, preferred or primary language spoken by student)	OPTIONAL
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	NO
	Student grade level	NO
	Homeroom	NO
	Guidance counselor	NO
	Specific curriculum programs	NO
	Year of graduation	NO
	Other enrollment information-Please specify:	NO
Parent/Guardian Contact Information	Address	OPTIONAL
	Email	OPTIONAL
	Phone	OPTIONAL
Parent/Guardian ID	Parent ID number (created to link parents to students)	OPTIONAL
Schedule	Student scheduled courses	NO
	Teacher names	OPTIONAL
Special Indicator	English language learner information	NO
	Low income status	NO
	Medical alerts	NO
	Student disability information	NO

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	Specialized education services (IEP or 504)	NO
	Living situations (homeless/foster care)	NO
	Other indicator information-Please specify:	NO
Student Contact Information	Address	OPTONAL
	Email	OPTIONAL
	Phone	OPTIONAL
Student Identifiers	Local (School district) ID number	OPTIONAL
	State ID number	NO
	Vendor/App assigned student ID number	OPTIONAL
	Student app username	OPTIONAL
	Student app passwords	OPTIONAL
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	NO

Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	OPTIONAL
Student Survey Responses	Student responses to surveys or questionnaires	OPTIONAL
Student work	Student generated content; writing, pictures etc.	OPTIONAL
	Other student work data Please specify:	N/A
Transcript	Student course grades	NO
	Student course data	NO
	Student course grades/performance scores	NO
	Other transcript data -Please specify:	NO
Other	Please list each additional data element used, stored or collected by your application	N/A

Written Specifics by Company from Data Checklist:

ATTACHMENT 2:
DISPOSITION OF DATA (Sent at Term of Contract)

Moore Public Schools directs [Name of Company] to dispose of data obtained by [Name of Company] pursuant to the terms of the MOA between Moore Public Schools and the Company. The terms of the Disposition are set forth below:

1. Extent of Disposition
____ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of data here]

_____ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition
___ Disposition shall be by destruction or deletion of data.

___ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions.]

3. Timing of Disposition
Data shall be disposed of by the following date:
____ As soon as commercially practicable (or within 60 Days of termination of contract)
____By (Insert Date]

4. Signatures

_____ Date _____
(Authorized Representative of Moore)

Verification of Disposition of Data

_____ Date _____
Authorized Representative of Company

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Data Privacy and Technology Integration Survey

The Moore Public Schools (MPS) Center for Technology Data Privacy and Technology Integration Survey was adapted from the Consortium for School Networking (CoSN) Privacy Toolkit to ensure potential MPS partners understand their duty and responsibility as well as the expectation of MPS regarding cybersecurity, data privacy, and the Family Educational Rights Privacy Act (FERPA) regarding the storage and management of student data.
MPS also follows guidance from the Department of Education Student Data Privacy and from Access for Learning Community.

MPS strives to "Create Connections" for our students and staff – ensuring safe, efficient, and effective operations and communication is central to this process.

Completion of this survey does NOT guarantee a contract with the vendor or service provider.
Please complete this document and email to MPS contact that sent you the survey.

Current as of 11May2022

DATA PRIVACY AND TECHNOLOGY INTEGRATION SURVEY

--To be completed by potential MPS partner--

Potential Partner Company Name: Active Internet Technologies DBA Finalsite
Completed Date: 11/15/2022
Name of Person Completing: Dave Glen
Phone of Person Completing: 860-430-4461
Email of Person Completing: dave.glen@finalsite.com

I affirm that all information below is accurate and true as to our compa[illegible] and integration practices.

Account Representative Name and Signature: Dave Glen _____ DocuSigned by: Dave Glen 1882F8C49A0C4B1... _____

--If you ONLY provide links to your website and do NOT complete the information requested will be returned and may result in your exclusion for consideration—

Data Collection

Do you **AND** your associated 3rd Parties comply with all federal and state requirements like FERPA, COPPA, etc as defined by Protecting Student Privacy | U.S. Department of Education for any and all functions, such as analytics or PII?

Yes, please see our US Student Data Privacy Agreement located at https://www.finalsite.com/dpa which is incorporated into our Master Terms.

Do you **AND** your associated 3rd Parties COMPLY with the General Data Protection Regulation (GDPR)? GDPR became enforceable on May 25, 2018. **Please provide a direct link to your public GDPR policy.**

We continually manage and monitor our privacy and security program for compliance with GDPR.

If the you **AND/OR** the 3rd party does NOT meet above standards, do you assume risk and all associated costs such as mitigating data breach, credit history checks, etc?

Please see our US Student Data Privacy Agreement located at https://www.finalsite.com/dpa.

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--If applicable and any of the above answers are "NO", this potential provider does NOT comply with federal guidance/policy and is a risk to MPS student/staff data. —

Data Security and Portability

Do you guarantee data portability in a usable format of all data elements collected and stored for MPS? What format will you provide this data back to MPS?

Clause 9 & 10 in the Master Terms will address this question. As well as https://www.finalsite.com/dpa.

Do you (including all associated 3rd parties) guarantee all data will be deleted with certification upon completion of a contract within 60 days?

Yes.

Have you experienced any internal or external data breach or cybersecurity event within the last 24 months? If so, what was the issue and please explain action taken to communicate and resolve. ***A non-disclosure can be signed as needed.***

On Tuesday, January 4, 2022, our team identified the presence of ransomware on certain systems in our environment. You can learn more about this event here.

Will any data be stored outside the United States? Where is it stored?

No.

How is your data at rest encrypted and protected (e.g. just passwords, passwords and sensitive data, all data)?

It is encrypted during transit using TLS 1.2. It is encrypted at rest using AES 256.

If the application is multi-tenant (several districts on one server/instance) hosting, how is data and access separated from other customers in the event of a data breach or event?

Each tenant has its own instance, and each instance has its own databases of information.

How does the provider protect data in transit (e.g. SSL, hashing)?

SSL using TLS.

Does the provider perform background checks on personnel with administrative access to servers, customer data?
You may be required to complete a "Declaration by Vendor" certifying your company has completed a sex offender verification on any employee with access to our student's records or access to our facilities.

Yes.

Does the provider perform regular risk assessments, penetration testing, vulnerability management, and intrusion prevention?

Yes.

Are backups performed and tested regularly and stored off-site?

Yes and yes. Data backups hourly; full site backups nightly.

Will you provide certification of data destruction upon completion of contract? MPS requires all data to be provided back to MPS and associated data destroyed on your servers and/or third parties within 60 days of termination of contract.

Yes.

Instructional Technology (IF APPLICABLE)

Have you signed the K-12 School Service Provider Pledge to Safeguard Student Privacy 2020? Are you willing to comply and sign the privacy pledge? Take The Pledge - Student Privacy Pledge | Pledge to Parents & Students

Do you **AND** your associated 3rd Parties ensure compliance with federal requirements under the Children's Internet Protection Act (CIPA) defined by the FCC's Children's Internet Protection Act (CIPA) | Federal Communications Commission (fcc.gov). **Failure to maintain CIPA compliance my result in immediate termination of contract and repayment back to the district.**

Have you been vetted by another state educational entity that is part of the Access for Learning Community or state educational privacy alliance that is part of the COSN network. If so, please identify the state.

Do you offer Single Sign On (SSO) or Rostering for teacher and/or student accounts? If so, can you work with our current solution(s) with OneRoster, Clever, Kimono, and GG4L **without** modifications or "work-arounds"? Is there an added cost?"

Does your platform fully integrate with Canvas, Clever, Infinite Campus? Do you charge for these integrations?

(If applicable) Does your application allow for grade pass back to Infinite Campus and/or Canvas?

Does this program have embedded videos through Youtube, Vimeo, or other streaming sources?

- Are the videos under a specific channel for ease of whitelisting settings?
  - Provide example URL
- Vimeo
- Youtube
- Other: Please identify.

Does your instructional platform have stand-alone iOS and Android apps as opposed to accessing via web platform?

To be completed by MPS Staff:

✓ / N – Did the company provide the data checklist (Spreadsheet)

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✓ / N - Does the company adhere to federal/state/district data privacy regulations/guidance?

✓ / N – Does the company integrate with MPS's current systems?

✓ / N – Does the company meet the minimum requirements for their data security and implementation?

Reviewed by: _____ Date: 15 Nov 2022