RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
on behalf of
The California State Library

CALIFORNIA K-12 ONLINE RESOURCES PROGRAM AGREEMENT

This Agreement for Services ("Agreement") is between the **Riverside County Superintendent of Schools ("RCOE")** on behalf of **the California State Library ("CSL," and together with RCOE, "RCOE/CSL")**, and **TeachingBooks.net LLC,** ("Provider," and together with RCOE/CSL, the "Parties").

      WHEREAS, RCOE/CSL is administering an online source of educational content for students;

      WHEREAS, the Provider warrants that it has the appropriate materials and is competent to perform the services required by RCOE/CSL; and

      WHEREAS, the Provider agrees to perform the services described in this Agreement to RCOE/CSL's satisfaction, and in accordance with this Agreement.

      NOW, THEREFORE, the Parties agree as follows:

1. **Scope of Work.**
    1.1. **Content Database:** Provider will deliver the California State Library unlimited access to a multidisciplinary database of 300,000+ full-text digital resources that are professionally curated to enrich the reading of children's and young adult books (fiction and nonfiction) which will be made available to all public-school students and public-school educators. Provider's content and tools include primary-source reference materials, supplemental instructional support, reader's advisory tools, study aids, and professional development to enhance K-12 literacy instruction in all content areas. Additional details of this content is provided in **Attachment A**.

    1.2. **Technical Services:** Provider will continue to assist the California State Library and the Riverside County Superintendent of Schools with coordination efforts related to the California K-12 Online Resources Program (Program) (also sometimes referenced as the K-12 Online Content Project), specifically related to:

    - Performing technical setup, data collection, and maintenance
    - Reporting statistics on setup, training, and use
    - Assisting with turnkeying new resources into the Program
    - Assisting with onboarding new California State Library staff
    - Assisting with the development of a statistical repository, and
    - General project infrastructure assistance
    - These services can be assessed for cancelation by SUPERINTENDENT on a quarterly basis
    - Additional details of the technical services are provided in **Attachment B**

    1.3. **Attachment C, Student Data Privacy Agreement,** and the imbedded Exhibits A-G are incorporated by reference and apply to this Project.

2. **Term**. Provider shall commence providing services under this Agreement on **August 1, 2023**, or upon execution of this contract, and will diligently perform as required or

requested by RCOE/CSL as applicable. The term for these services shall expire on **July 31, 2024.** This term may be extended four (4) additional one (1) year terms, upon mutual agreement, at the same rates of compensation.

3. **Compensation**. RCOE/CSL agrees to pay the Provider for services satisfactorily rendered pursuant to this Agreement as follows:

    3.1. **Content Database**-An all-inclusive annual fee of $846,964.00. Provider shall invoice for the full amount annually on August 1, 2023 or upon execution of this Agreement.

    3.2. **Technical Services**-Provider shall invoice at the beginning of each quarter in the amount of $5,500.00, beginning on August 1, 2023.

    3.3. Payment shall be made within 45 days of receipt of invoice.

    3.4. Invoices shall be sent to Riverside County Superintendent of Schools, attention: Accounts Payable, P.O. Box 868, Riverside, California 92502 or via email to accountspayable@rcoe.us.

4. **FAIR Education Act:** All content covered by this Agreement must be in compliance with California's Fair, Accurate, Inclusive, and Respectful Education Act, also known as the California FAIR Education Act, and found in the California Education Code Section 51204.5. The California Department of Education has a Frequently Asked Questions page for the FAIR Education Act at https://www.cde.ca.gov/ci/cr/cf/senatebill48faq.asp .

5. **Independent Contractor**. Provider, in the performance of this Agreement, shall be and act as an independent contractor. Provider understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint   venture of RCOE/CSL, and are not entitled to benefits of any kind or nature normally provided employees of RCOE/CSL and/or to which RCOE/CSL's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Provider shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Provider's employees and shall defend and indemnify RCOE/CSL against any claim or liability for any such payments.

6. **Materials**. Provider shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

7. **Standard of Care**. Provider's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices for services to California educational agencies.

8. **Originality of Services**. Provider agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, or submitted to RCOE/CSL and/or used in connection with this Agreement, shall be wholly original to Provider or properly licensed by Provider and, absent a proper licensing arrangement, shall not be copied in whole or in part from any other source, except that submitted to Provider by RCOE/CSL as a basis for such services, and Provider shall defend and indemnify RCOE/CSL against any claim or liability based on unauthorized use of such materials or property.

9. **Pre-existing Proprietary Materials**. Provider's pre-existing proprietary materials utilized to provide or facilitate the scope of services to RCOE/CSL shall remain the intellectual property of Provider.

10. **Intellectual Property**. Provider understands and agrees that all intellectual property (except such

Software, any derivative works, the Specific Developments or Third-Party Materials as defined pursuant to section 10.1) first developed or produced under this Agreement by Provider specifically for RCOE/CSL, including but expressly not limited to any property subject to copyright, trademark, or patent, shall become the property of RCOE/CSL and cannot be used without RCOE/CSL's express written permission, including but expressly not limited to any and all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to RCOE/CSL and/or used in connection with this Agreement. RCOE/CSL shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of RCOE/CSL. Provider consents to use of Provider's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

10.1. **Ownership of Software; Third Party Materials.** Notwithstanding the foregoing, Provider and its licensors are and will remain the exclusive owners of all right, title and interest in and to the software contemplated pursuant to this agreement ("Software") and all derivative works, and in the materials licensed by Provider from third parties ("Third Party Materials"), including but not limited to copyrights, patent rights, and trade secrets and all other intellectual property rights as may exist now and/or hereafter come into existence, subject only to the rights of third parties in open source components and the limited license granted under this Agreement. In addition, Provider shall own any and all other ideas, concepts, themes, technology, algorithms, programming codes, documentation, or other intellectual property or copyrightable material conceived, developed, created, written or contributed by Provider pursuant to this Agreement ("Specific Developments"). RCOE/CSL will have no rights in the Software, any derivative works, the Specific Developments or Third-Party Materials, except the license and related rights expressly set forth in this Agreement.

11. **Audit**. Provider shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Provider transacted under this Agreement. Provider shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Provider shall permit RCOE/CSL, its agent, other representatives, or an independent auditor, at RCOE/CSL's expense, to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that RCOE/CSL shall give reasonable prior notice to Provider and shall conduct audit(s) during Provider's normal business hours, unless Provider otherwise consents.

12. **Termination**.

12.1. **Without Cause by RCOE/CSL.** RCOE/CSL may, at any time, with or without reason, terminate this Agreement and compensate Provider only for services satisfactorily rendered to the date of termination. Written notice by RCOE/CSL shall be sufficient to stop further performance of services by Provider. Notice shall be deemed given when received by the Provider or no later than three (3) days after the day of mailing, whichever is sooner. Upon this termination, RCOE/CSL shall only be liable to Provider for services satisfactorily rendered to the date of termination, and Provider expressly waives and releases any claims for damages against RCOE/CSL that could arise from such termination.

12.2. **With Cause by RCOE/CSL**. RCOE/CSL may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.2.1. material violation of this Agreement by the Provider; or

12.2.2. any act by Provider exposing RCOE/CSL to liability to others for personal injury or property damage; or

12.2.3. Provider is adjudged a bankrupt; Provider makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Provider's insolvency.

Written notice by RCOE/CSL shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or arrangements satisfactory to RCOE/CSL for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, RCOE/CSL may secure the required services from another provider. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to RCOE/CSL.

12.3. Upon termination, Provider shall provide RCOE/CSL with all documents produced maintained or collected by Provider pursuant to this Agreement, whether or not such documents are final or draft documents.

13. **Indemnification**. To the furthest extent permitted by California law, Provider shall, at its sole expense, defend, indemnify, and hold harmless RCOE, CSL, the State of California ("State"), and their agents, representatives, officers, consultants, employees, trustees, and volunteers (collectively, the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, intellectual property claim, data breach, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Provider in conjunction with this Agreement, except to the extent caused by the negligence or willful misconduct of the indemnified parties. RCOE/CSL shall have the right to accept or reject any legal representation that Provider proposes to defend the indemnified parties.

14. **Insurance**.

14.1. The Provider shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below, unless agreed to in writing by RCOE/CSL.

14.1.1. **Commercial General Liability**. Commercial General Liability Insurance that shall protect the Provider, RCOE/CSL, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001).

14.1.2. **Workers' Compensation**. Workers' Compensation Insurance for all of its employees performing any portion of the Services. In accordance with provisions of Labor Code section 3700, the Provider shall be required to secure workers' compensation coverage for its employees.

14.1.3. **Cyber and Privacy**. Such policy shall cover damages resulting from the unauthorized access to, or theft of, data obtained by Provider in connection to this Agreement. It is further agreed and understood that the policy shall include coverage

for crisis management costs, credit-monitoring expenses for one (1) year, payment of monies requested in connection to cyber extortion of data, and defense costs, fines, and penalties related to this insurance.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Workers Compensation	Statutory Limits
Cyber and Privacy (may be included in general liability if expressly identified)	
Per Claim	$ 1,000,000
General Aggregate	$ 3,000,000

14.2. **Proof of Carriage of Insurance**. The Provider shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to RCOE/CSL and approved by RCOE/CSL. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to RCOE/CSL, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that RCOE/CSL and the State, and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds. An endorsement shall also state that Provider's insurance policies shall be primary to any insurance or self-insurance maintained by RCOE/CSL.

14.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to RCOE/CSL.

15. **Assignment**. The obligations of the Provider pursuant to this Agreement shall not be assigned by the Provider.

16. **Compliance with Laws**. Provider shall observe and comply with all rules and regulations of the governing board of RCOE/CSL and all federal, state, and local laws, ordinances and regulations. Provider shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Provider observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Provider shall notify RCOE/CSL, in writing, and, at the sole option of RCOE/CSL, any necessary changes to the scope of

the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Provider's receipt of a written termination notice from RCOE/CSL. If Provider performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying RCOE/CSL of the violation, Provider shall bear all costs arising there from.

17. **Permits/Licenses**. Provider and all Provider's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

18. **Safety and Security:** Provider is responsible for maintaining safety in the performance of this Agreement. Provider shall be responsible to ascertain from RCOE/CSL the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

19. **Employment with Public Agency**. Provider, if an employee of another public agency, agrees that Provider will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement.

20. **Anti-Discrimination**. It is the policy of RCOE/CSL that in connection with all work performed under contracts that there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Provider agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Provider agrees to require like compliance by all its subcontractors.

21. **Criminal Background Checks for Contractors:** In accordance with Education Code section 45125.1, RCOE/CSL requires Provider to certify that employees of Provider who may have contact with pupils have not been convicted of serious or violent felonies as defined by this statute. Compliance with these requirements, or with the alternate methods as described in **Exhibit A**, is a condition of this Agreement, and RCOE/CSL reserves the right to terminate this Agreement at any time for noncompliance.

22. **RCOE/CSL's Evaluation of Provider and Provider's Employees and/or Subcontractors**. RCOE/CSL may evaluate the Provider in any manner which is permissible under the law. RCOE/CSL evaluation may include, without limitation:

    22.1. Requesting that RCOE/CSL employee(s) evaluate the Provider and the Provider's employees and subcontractors and each of their performances.

    22.2. Announced and unannounced observance of Provider, Provider's employees, and/or subcontractors.

23. **Limitation of RCOE/CSL Liability**. Other than as provided in this Agreement, RCOE/CSL's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall RCOE/CSL be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

24. **Disputes**: In the event of a dispute between the parties as to performance of work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or

mediation, if agreed to by the Parties.

25. **Confidentiality**. The Provider and all Provider's agents, personnel, and employees shall maintain the confidentiality of all information received in the course of performing the Services to the extent permitted by law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

26. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered, or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or email, addressed as follows:

<table>
<tr><td><u>**RCOE**</u></td><td><u>**Provider**</u></td></tr>
<tr><td>Riverside County Superintendent of Schools</td><td>TeachingBooks.net</td></tr>
<tr><td>on behalf of California State Library</td><td>One OverDrive Way</td></tr>
<tr><td>3939 Thirteenth Street</td><td>Cleveland, OH 44125</td></tr>
<tr><td>Riverside, California 92501</td><td>Attn: Nick Glass</td></tr>
<tr><td>Attn: Jenny Fitzpatrick</td><td>Email: nick@teachingbooks.net</td></tr>
<tr><td>Email: jfitzpatrick@rcoe.us</td><td></td></tr>
</table>

Any notice personally given or sent by email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day of delivery as documented by the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

28. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

29. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further acknowledge and agree that the performance of this agreement shall occur within the State of California, and any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the RCOE's administration offices are located.

30. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

31. **Severability**. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

By signing this Agreement, Provider acknowledges and agrees to the terms and conditions including the following exhibits:

A. **EXHIBIT A**-Fingerprint and Criminal Background Check Certification
B. **ATTACHMENT A**-Content Database
C. **ATTACHMENT B**-Technical, Training, and Data Infrastructure Coordination Assistance
D. **ATTACHMENT C**-Student Data Privacy Agreement

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Riverside County Superintendent of Schools

Date: 9/6, 20 23
By: _____
Print Name: Scott S. Price Ph.D.
Title: Chief Business Official

California State Library
Date: September 7, 2023
By: _____
Print Name: Greg Lucas
Title: State Librarian

TeachingBooks.net

Date: August 29, 2023
By: Nicholas Glass
Print Name: Nicholas Glass
Title: Founder & Head

EXHIBIT A

Division of Administration and Business Services
Operational Support Services

Fingerprint and Criminal Background
Check Certification

RIVERSIDE COUNTY
OFFICE OF EDUCATION

Instructions: Submit this form and any corresponding documents each time you request a contract for services at a location that serves students, whether or not students are present during the time of services. Superintendent's deputized designee is to complete the form and collect associated documents with a signature from the vendor. Upon contract execution, this document, and any associated names are to be provided to the site manager.

In accordance with the Department of Justice fingerprint and criminal background investigation requirements from the Education Code section 45125.1 et seq and 45125.2 et seq.

Please fill out either section A, B, or C, check all appropriate boxes, and sign below

Background Check Requirements Satisfied:

❑ A. VENDOR hereby certifies to SUPERINTENDENT that it has completed the criminal background check requirements per Education Code section 45125.1 and that none of its employees that may come into contact with SUPERINTENDENT'S students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List below, or attach, all employee(s) names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

Employee Name:_____   Employee Name:_____

OR Justification of Waiver as Determined Valid by Superintendent's Deputized Representative

Signature:_____   Printed Name: Jenny Fitzpatrick on behalf of the   Date: 8/29/2023
                                             California State Library

☒ B. VENDOR qualifies for a waiver of the Department of Justice fingerprint and criminal background investigation for the following reason(s) permitted by the Education Code section 45125.1 et seq.
   ☒ VENDOR and its employees will have no interaction with pupils outside the immediate supervision and control of the student's parent or guardian or a school employee.
   ❑ The Services provided by Vendor are for an emergency or exceptional situation, such as when pupil health and safety is endangered or when repairs are needed to make school facilities safe and habitable. [Education Code 45125.1(b)]

❑ C. For Public Works Projects only: VENDOR and its employees may have contact, other than limited contact, with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [Education Code 45125.2 (a)] (Check all the methods to be used.)
   ❑ a. Installation of a physical barrier at the worksite to limit contact with students.
   ❑ b. Continual supervision and monitoring of all employees of VENDOR by an employee of VENDOR who has not been convicted of a serious or violent felony as ascertained by the Department of Justice.
        Designated employee name (print):_____
   ❑ c. Surveillance of employees of VENDOR by SUPERINTENDENT'S personnel.

By signing below, under penalty of perjury, I certify that the information contained on this certification form and any attached employee list(s) is accurate. I understand that it is VENDOR'S sole responsibility to maintain, update, and provide SUPERINTENDENT with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of VENDOR provided services.

Authorized VENDOR Signature: *Nicholas Glass*   Printed Name: Nicholas Glass

Company Name: TeachingBooks   Title: Founder & Head   Date: August 29, 2023

Services May Not Begin Until After the Contract is Executed

Contracts and Purchasing Use Only

With respect to Agreement number: C1009257_____ between Riverside County Superintendent of Schools, herein referred to as "SUPERINTENDENT" and the company or consultant TeachingBooks_____, herein referred to as "VENDOR" for provision of services.

Date Submitted: 8/29/2023_____   Requisition No.: R1161490_____

Date(s) of service: Throughout the life of the referenced contract

FORM NO. 5754T (06/22)

ATTACHMENT A
Content Database

Provider will deliver the California State Library unlimited access to a multidisciplinary database of 300,000+ full-text digital resources that are professionally curated to enrich the reading of children's and young adult books (fiction and nonfiction) which will be made available to all public-school students and public-school educators. Provider's content and tools include primary-source reference materials, supplemental instructional support, reader's advisory tools, study aids, and professional development to enhance K-12 literacy instruction in all content areas.

Built with a simple goal of empowering every reader to have the opportunity to learn directly from the author of the book at that very moment of impact, Provider will enable all California K- 12 students, educators, administrators, and families to:

- connect deeply with a book,
- gain new insights and understanding from the author,
- and thoroughly experience the joy of reading.

This collection of multimedia content is both current and diverse. The ever-growing digital library of materials covers essentially all the trade books and authors studied in K-12 education. It can be aligned to the titles read in any California curriculum reading program, classroom syllabus, summer reading program, or independent reading list. Regarding diversity, since Provider's inception in 2001, have emphasized providing all readers with culturally relevant, authentic materials that empower genuine conversations about diverse cultural experiences, as well as reflect and honor the different experiences and backgrounds of children and young adults as found in literature.

Statewide access will be authenticated for every California school, public library, college or university, and resident via IP authentication, EZproxy, single sign-on, unique identifiers, and other credentialing means. This allows every classroom library, and individual to fully access engaging videos, audio recordings, written interviews, and other instructional materials via a secure protocol, encouraging them to think deeply about a book.

Unlimited views of recorded virtual training and numerous in-person trainings, along with California-specific marketing materials, will be included in this license. Provider's extensive customized online and in person trainings, along with appropriately designed promotional materials, will enable awareness adoption and ongoing use of this resource.

Accessibility is an imperative component of the Providers service. The service is built to be ADA compliant so that most users can seamlessly access and enjoy the materials. Provider's service is integrated into the technologies often used in schools and libraries, such as Google Classroom, LTI-compliant Learning Management Systems, discovery services, and OPACs. To reach families who don't speak English at home, Provider utilizes Google Translate to make the website book information and transcriptions of resources accessible in more than 100 languages.

Usage reporting will be provided by Provider that follows the protocols set by the COUNTER non-profit organization, a library-related organization supported by a global community of library, publisher and vendor members who contribute to the development of the Code of Practice through working groups and outreach. Provider will deliver COUNTER-compliant usage reports for all local education agencies (LEAs), schools, libraries networks, and systems that can be customized by request. Provider will also comply with the requirements for absolute user confidentiality, advance notice of change and planned downtime, and contractual warranty.

Provider's online resources cover the entire K-12 spectrum, creatively providing readers of nonfiction and fiction books (including ELA, social studies, sciences, humanities, STEAM, and other academic core disciplines) with authoritative digital resources that encourage active, engaged, and successful reading.

Provider shall take steps to ensure that all user data and metadata is secure both at rest and in transmission and protections are in place to prevent access by unauthorized parties. Provider shall not permit subcontractor access to user data and metadata without authorization of the California State Library and the RCOE.

ATTACHMENT B

Technical, Training, and Data Infrastructure Coordination Assistance

Provider agrees to continue to assist the California State Library and the RCOE with coordination efforts related to the California K-12 Online Resources Program, specifically related to technical setup data collection and maintenance, reporting statistics on setup, training, and use, and general project infrastructure assistance.

1. Provider will maintain a technical data collection method of the necessary information required so that school districts, charter schools, local libraries, and other educational and library entities that may provide access to the K-12 Online Resources Program content may provide access to their users. The technical data collected from the entities may include contact information for entities and staff, email and website address information of staff and entities, internet protocol addresses, single sign on systems, learning management system or library management system information, and other information related to the integration and access of the K-12 Online Resources providers to the end users. Provider may not collect any information that is not allowed under the Student Data Privacy laws of California.

2. Provider will maintain the technical data collection process throughout the duration of the contract, including outreaching with the educational and library entities and updating information as needed.

3. Provider will securely share the technical data collected with the other resource-providing vendors selected by RCOE and the State Library to be a part of the K-12 Online Resources Program. New records or updates to existing records will be shared with other resource vendors within three working days of technical data being obtained.

4. The other resource-providing vendors, the State Library, and RCOE may ask for additional technical data and information as part of the main technical data set for the K-12 Online Resources Program. Provider will assist with data collection and outreach if additional technical data and information is needed.

5. Provider will not use the technical data collected as part of this contract to advertise products outside the scope of this contract; nor shall contractor sell the data set to third parties.

6. Provider will provide copies of the data set to the State Library or RCOE as requested.

7. Provider will assist California State Library staff in the planning for a future centralized technical-data collection system.

Reporting statistics on setup, training, and usage

Data regarding set-up

Provider shall report as requested and at least annually to the State Library and RCOE the following information:

1. The number of LEAs that have provided setup data for access to the K-12 Online Resources Program vendors' platforms. This quarterly report shall also include the number of students served by these LEAs. When possible, the report shall segment charter schools.

2. The number of public libraries in California that have provided setup data for access to the K-12 Online Resources Program providers' platforms. This quarterly report shall also include the number of residents served by these public libraries, if requested by the California State Library or RCOE.

3. The number of private schools in California that have provided setup data for access to the K-12 Online Resources Program vendors' platforms of those which voluntarily offered access to private schools as part of this project. No data is to be collected if vendors have other agreements outside the purview of this contract with the private schools.

4. The number of higher educational institutions in California that have provided setup data for access to the K-12 Online Resources Program vendors' platforms of those which voluntarily offered access to higher educational institutions as part of this project. No data is to be collected if content providers have other agreements outside the purview of this contract with the higher educational institutions.

Data regarding trainings

Provider shall report quarterly to the State Library and RCOE the following information:

- Number of trainings, and number of California registrants, per training and in aggregate.
- Number of California attendees, per training and in aggregate.
- Number of minutes of training provided, per training and in aggregate.
- Number of locations of trainings statewide and shall include the location of the co-sponsoring institution as appropriate. These shall include training opportunities at conferences and other outreach events.

Data Regarding Usage

1. Provider shall provide the following data regarding the Provider's content platforms, and query and present data from the other K-12 Online Resources vendors, in aggregate for local educational agencies, and in aggregate for local libraries:

   - Number of investigations
   - Number of requests
   - Number of searches
   - Number of sessions

2. Provider will establish a streamlined method for the collection, aggregation, and presentation of usage data for the K-12 Online Resources Program that provide aggregate, quarterly data.

Assistance for program technical infrastructure coordinated by the California State Library

1. Provider will assist the California State Library with the development of centralized technical and coordinating components of the K-12 Online Resources Program. Components may include supporting the development of systems and management of the technical, training, and data collection components described in this agreement.

Personnel

The work defined in this augmentation will be divided among the following positions at TeachingBooks.

- ☐ Executive Director
- ☐ Director of Operations & Business Development
- ☐ Director of Web Technology & Design
- ☐ Implementation Specialist
- ☐ Information Specialist

Each of these are currently staffed by professionals who each have a minimum of 9 years' experience.

ATTACHMENT C

STANDARD STUDENT DATA PRIVACY AGREEMENT

CA-NDPA Standard
Version 1.0 (10.25.20)

Riverside County Superintendent of Schools

and

TeachingBooks.net LLC

July 12, 2022

This Student Data Privacy Agreement ("DPA") is entered into on the date of full execution (the "Effective Date") and is entered into by and between:

| Riverside County Superintendent of Schools | , located at | PO Box 868 Riverside, CA 92501 |

(the "Local Education Agency" or "LEA") and

| TeachingBooks.net LLC | , located at | One OverDrive Way, Cleveland OH 44125 |

(the "Provider").

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. § 1232g (34 CFR Part 99);

the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations

and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

2. **Special Provisions.** *Check if Required*

    ✓ If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.

    ☑ If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.

4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.

5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "Services").

6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Attn: Contracts & Purchasing Title: Administrator

Address: PO Box 868 Riverside, CA 92501

Phone: 951-826-6892 Email: purchasing@rcoe.us

The designated representative for the Provider for this DPA is:

Name: Nick Glass Title: Founder & Head

Address: One OverDrive Way, Cleveland OH 44125

Phone: 866-269-5794 x2 Email: accounts@teachingbooks.net

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA: Riverside County Superintendent of Schools

By: jfitzpatrick@rcoe.us Digitally signed by jfitzpatrick@rcoe.us
Date: 2023.07.21 15:02:26 -07'00'   Date: 7/21/2023

Printed Name: Jenny Fitzpatrick   Title/Position: Administrator, Contracts & Purchasing

PROVIDER: TeachingBooks.net LLC

By: _____   Date: July 12, 2022

Printed Name: Nick Glass   Title/Position: Founder & Head

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data

2. **Student Data to Be Provided**. In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.

3. **DPA Definitions**. The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.

2. **Parent Access**. To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests**. Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws**. LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.

2. **Annual Notification of Rights**. If the LEA has a policy of disclosing Education Rrecords and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.

3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.

4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.

2. **Authorized Use**. The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.

3. **Provider Employee Obligation**. Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

4. **No Disclosure**. Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.

6. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D.

7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.

2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal

agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security**. The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

4. **Data Breach**. In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

   (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:

      i. The name and contact information of the reporting LEA subject to this section.
      ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
      iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
      iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
      v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

   (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

   (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

(4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.

(5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination**. In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.

2. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.

3. **Priority of Agreements**. This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement**. This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. <u>Severability</u>. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

6. <u>Governing Law; Venue and Jurisdiction</u>. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7. <u>Successors Bound</u>: This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.

8. <u>Authority.</u> Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

9. <u>Waiver</u>. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
DESCRIPTION OF SERVICES

TeachingBooks provides access to insightful digital content about children's and young adult books such as video book trailers, read-along audio book performances, original Meet-the-Author recordings, name pronunciations, discussion questions, vocabulary lists, and more.

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	✔
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	✔
Assessment	Standardized test scores	☐
	Observation data	☐
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	☐
	Student class attendance data	☐
Communications	Online communications captured (emails, blog entries)	☐
Conduct	Conduct or behavioral data	☐
Demographics	Date of Birth	☐
	Place of Birth	☐
	Gender	☐
	Ethnicity or race	☐
	Language information (native, or primary language spoken by student)	☐
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	☐
	Student grade level	☐
	Homeroom	☐
	Guidance counselor	☐
	Specific curriculum programs	☐
	Year of graduation	☐
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	☐
	Email	☐
	Phone	☐

Category of Data	Elements		Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)		☐
Parent/Guardian Name	First and/or Last		☐
Schedule	Student scheduled courses		☐
	Teacher names		☐
Special Indicator	English language learner information		☐
	Low income status		☐
	Medical alerts/ health data		☐
	Student disability information		☐
	Specialized education services (IEP or 504)		☐
	Living situations (homeless/foster care)		☐
	Other indicator information-Please specify:		
Student Contact Information	Address		☐
	Email		☐
	Phone		☐
Student Identifiers	Local (School district) ID number		☐
	State ID number		☐
	Provider/App assigned student ID number		☐
	Student app username		☐
	Student app passwords		☐
Student Name	First and/or Last		☐
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)		☐
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in		☐
Student Survey Responses	Student responses to surveys or questionnaires		☐
Student work	Student generated content; writing, pictures, etc.		☐
	Other student work data -Please specify:		
Transcript	Student course grades		☐
	Student course data		☐
	Student course grades/ performance scores		☐

Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify:	
Transportation	Student bus assignment	☐
	Student pick up and/or drop off location	☐
	Student bus card ID number	☐
	Other transportation data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	✓

EXHIBIT "C"
DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "student-generated content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to,

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

Riverside County Superintendent of Schools   Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. 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. Schedule of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable.

☐ By

4. Signature

_____   _____
Authorized Representative of LEA   Date

5. Verification of Disposition of Data

_____   _____
Authorized Representative of Company   Date

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and
Riverside County Superintendent of Schools
("Originating LEA") which is dated _____July 12, 2022_____ , to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

accounts@teachingbooks.net

PROVIDER: _____TeachingBooks.net LLC_____

BY: _____ Date: _____July 12, 2023_____

Printed Name: _____Nick Glass_____ Title/Position: _____Founder & Head_____

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the _____Riverside County Superintendent of Schools_____

and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

LEA: _____

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

EXHIBIT "F"
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Provider .

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
✔	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
☐	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
☐	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
☐	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
☐	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
☐	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit http://www.edspex.org for further details about the noted frameworks.
        *Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G"

Supplemental SDPC State Terms for California

Version 1.0

This Amendment for SDPC State Terms for California ("**Amendment**") is entered into on the date of full execution (the "**Effective Date**") and is incorporated into and made a part of the Student Data Privacy Agreement ("**DPA**") by and between:

Riverside County Superintendent of Schools , located at   PO Box 868 Riverside, CA 92501

(the "**Local Education Agency**" or "**LEA**") and

TeachingBooks.net LLC , located at   One OverDrive Way, Cleveland OH 44125

(the "**Provider**").

All capitalized terms not otherwise defined herein shall have the meaning set forth in the DPA.

      WHEREAS, the Provider is providing educational or digital services to LEA, which services include: (a) cloud-based services for the digital storage, management, and retrieval of pupil records; and/or (b) digital educational software that authorizes Provider to access, store, and use pupil records; and

      WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("**FERPA**") at 20 U.S.C. § 1232g (34 C.F.R. Part 99); the Protection of Pupil Rights Amendment ("**PPRA**") at 20 U.S.C. §1232h; and the Children's Online Privacy Protection Act ("**COPPA**") at 15 U.S.C. § 6501-6506 (16 C.F.R. Part 312), accordingly, the Provider and LEA have executed the DPA, which establishes their respective obligations and duties in order to comply with such applicable laws; and

      WHEREAS, the Provider will provide the services to LEA within the State of California and the Parties recognizes the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable California laws and regulations, such as the Student Online Personal Information Protection Act ("**SOPIPA**") at California Bus. & Prof. Code § 22584; California Assembly Bill 1584 ("**AB 1584**") at California Education Code section 49073.1; and other applicable state privacy laws and regulations; and

      WHEREAS, the Provider and LEA desire to enter into this Amendment for the purpose of clarifying their respective obligations and duties in order to comply with applicable California state laws and regulations.

NOW, THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. <u>Term</u>. The term of this Amendment shall expire on the same date as the DPA, <u>unless otherwise terminated by the Parties.</u>

2. <u>Modification to Article IV, Section 7 of the DPA</u>. Article IV, Section 7 of the DPA (Advertising Limitations) is amended by deleting the stricken text as follows:

Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data ~~(i)~~ for adaptive learning or customized student learning (including generating personalized learning recommendations)~~; or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services~~ or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

[SIGNATURES BELOW]

IN WITNESS WHEREOF, LEA and Provider execute this Amendment as of the Effective Date.

LEA: Riverside County Superintendent of Schools

By: jfitzpatrick@rcoe.us _Digitally signed by fitzpatrick@rcoe.us Date: 2023.07.21 15:02:42 -07'00'_   Date: 7/21/2023

Printed Name: Jenny Fitzpatrick   Title/Position: Administrator, Contracts & Purchasing

Provider: TeachingBooks.net LLC

By: _(signature)_   Date: July 12, 2023

Printed Name: Nick Glass   Title/Position: Founder & Head