

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street
Riverside, CA 92501

on behalf of the California State Library

ONLINE EDUCATIONAL CONTENT AGREEMENT

This Agreement for Services (“Agreement”) is made as of November 13, 2023 between the **Riverside County Superintendent of Schools** (“RCOE”) on behalf of the **California State Library** (“CSL,” and together with RCOE, “RCOE/CSL”), and **Coughlan Companies, LLC dba Capstone**, (“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:

SCOPE OF WORK: Provide access, through the California K-12 Online Resource platform, for all California Local Education Agencies (as defined by the California Education Code) and California Local Libraries (as listed in **Attachment B**) to PebbleGo:Science (Spanish and English) from the Provider’s response to RFP 2022-23/10 K-12 Online Resources. This will include 50 interactive science ebook titles in Spanish and English. The Provider shall furnish to RCOE/CSL the scope of services as described in **Attachments “A” through “D” and Exhibit “A”** attached hereto and incorporated herein by this reference (“Services” or “Work”).

- 1. Term.** Provider shall commence providing services under this Agreement on **December 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 rate of compensation detailed in **Exhibit A**.
- 2. Compensation.** RCOE/CSL agrees to pay the Provider for Services satisfactorily rendered pursuant to this Agreement as follows according to the following terms and conditions:
 - 2.1 Provider shall invoice prorated amount of **\$500,000.00** upon execution of this Agreement.
 - 2.2 Provider shall invoice annually on August 1st in the amount of \$750,000 for each additional 1-year term extension.
 - 2.3 Payment shall be made within 45 days of receipt of invoice.
 - 2.4 Invoices shall be submitted to Riverside County Office of Education Attention: Accounts Payable, P.O. Box 868, Riverside, California 92502 or via email to accountspayable@rcoe.us.
- 3. 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>.

- 4. 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.
- 5. 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.
- 6. 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.
- 7. 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 and 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.
- 8. 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.
- 9. Intellectual Property.** Provider understands and agrees that all intellectual property (except such Software as defined pursuant to section 9.1) first developed or produced under this Agreement, 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.

 - 9.1. 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.

10. Audit. Provider shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting applicable 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. Upon RCOE/CSL’s reasonable request, Provider agrees to provide such applicable information as is reasonably necessary to demonstrate our calculation of fees or our security practices.

11. Termination.

11.1. Without Cause by RCOE/CSL. RCOE/CSL may, with 90 days written notice to Provider, with or without reason, terminate this Agreement. 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.

11.2. 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:

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

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

11.2.3. 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 fifteen (15) 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 fifteen (15) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to RCOE/CSL.

11.3. Non-Appropriation of Funds. Notwithstanding any multi-year pricing or subscription term contained in the Agreement, in the event that RCOE/CSL’s

governing body does not appropriate sufficient funds, or those funds are not otherwise available by any means in a fiscal period, RCOE/CSL may terminate this Agreement by providing Provider written notice, such termination to be effective on the last day of the fiscal period for which RCOE/CSL receives appropriations.

- 11.4. 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.

12. Indemnification.

- 12.1. Provider shall indemnify and hold RCOE/CSL harmless from liability for all costs or damages incurred by RCOE/CSL in any action or threatened action for infringement of an intellectual property right of a third party, relating to or caused by the Service in the form in which it is furnished hereunder, provided that RCOE/CSL gives Provider notice of any suit or threatened suit for infringement brought within twenty (20) days of the day of service of the complaint upon RCOE/CSL or from the receipt by RCOE/CSL of notice of a threatened suit and further provided that Provider shall control the defense of any such suit. Provider shall not be liable hereunder if (i) any infringement or violation claim is based solely upon the use of the Service in combination with programs, equipment or devices not of Provider origin, design or selection; or (ii) any infringement or violation claim arises out of use of the Service in a manner contrary to the rights granted in this Agreement, including use contrary to the Copyright Act of 1976, Title 17 U.S.C. or other intellectual property law.
- 12.2. The maximum liability of provider and its licensors arising out of any claim related to the service or this Agreement shall be limited to the total amount of fees received by provider from RCOE/CSL in the 12 months immediately preceding the event giving rise to such claim. In no event shall provider or its licensors be liable to RCOE/CSL or its authorized users for (i) any indirect, incidental, consequential, punitive or special damages; or (ii) any claim related to RCOE/CSL or its authorized users' use of cover images or user-generated content provided as part of the service; or (iii) unauthorized use of the service.

13. Insurance.

- 13.1. 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.
 - 13.1.1. **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).
 - 13.1.2. **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.

13.1.3. **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, 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 General Aggregate	 \$ 1,000,000 \$ 2,000,000
Workers Compensation	Statutory Limits
Cyber and Privacy (may be included in general liability if expressly identified) Per claim	\$ 3,000,000

13.2. **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 in duplicate to RCOE/CSL and approved by RCOE/CSL. Certificates and insurance policies shall include the following:

13.2.1. Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

13.2.2. Coverage details will be provided on the certificate.

13.2.3. Primary and non-contributory is provided with regard to General Liability where required by written contract.

13.3. **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.

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

15. **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.

- 16. 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.
- 17. 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.
- 18. 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.
- 19. Fingerprinting of Employees.** RCOE/CSL may request a Fingerprinting/Criminal Background Investigation Certification to be completed and attached to this Agreement prior to Provider's performing of any portion of the Services if there will be virtual or in-person contact with students.
- 20. 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:
 - 20.1. Requesting that RCOE/CSL employee(s) evaluate the Provider and the Provider's employees and subcontractors and each of their performances.
 - 20.2. Announced and unannounced observance of Provider, Provider's employees, and/or subcontractors.
- 21. 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 or Provider 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.
- 22. 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. Pending resolution of the dispute, Provider shall neither rescind the Agreement nor stop providing Services.

23. 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.

24. 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:

RCOE

Riverside County Office of Education
on behalf of California State Library
3939 Thirteenth Street
Riverside, California 92501
Attn: Jenny Fitzpatrick
Email: jfitzpatrick@rcoe.us

Provider

Coughlan Companies LLC
DBA Capstone
1710 Roe Crest Drive
North Mankato, MN 56003
Attn: Connie Ruyter
Email: cruyter@capstonepub.com

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.

25. 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.

26. 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. The Parties further acknowledge and agree that the performance of this agreement shall occur within the State, 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.

27. 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.

28. 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.

29. Order Of Precedence: In the event of any conflict or inconsistency between the following documents, the order of precedence will be: (1) The body of this Agreement (2) The Scope of Work including Attachment B and D and Exhibit A (3) Attachment C (4) Attachment A.

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

- A. **ATTACHMENT A**-Capstone Product End User License Agreement
- B. **ATTACHMENT B**-List of California local public libraries with service to K-12 students
- C. **ATTACHMENT C**-California student Data Privacy Agreement
- D. **ATTACHMENT D**-Capstone response to RFP 2022-23/10 K-12 Online Resources
- E. **EXHIBIT A**-Prorated Final Quote

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

Riverside County Office of Education

Coughlan Companies LLC dba Capstone

11/28/2023

Date: 11/29/2023, 20__

Date: _____, 20__

By: [Signature]

By: DocuSigned by: Steve Robinson
4B5E3D615D20416...

Print Name: Scott S. Price Ph.D.

Print Name: Steve Robinson

Title: Chief Business Official

Title: CFO

California State Library

Date: November 29, 2023

By: [Signature]

Print Name: GRACE WICKS

Title: CALIFORNIA STATE LIBRARIAN

ATTACHMENT A

Capstone Product End User License Agreement



Capstone Product End User License Agreement

Last Updated: January 28, 2022

Please read this Agreement carefully. You must agree to the terms of this Product License Agreement to access Capstone Digital Products.

This Product License Agreement, and any additional terms of use provided in the Legal Center (located at <https://www.capstonepub.com/support/legal-central>), or in connection with or otherwise listed in a particular Capstone Digital Product (collectively, the "Agreement"), together with the Capstone Privacy Policies (located at <https://www.capstonepub.com/support/privacy-central>), apply to and govern your access, purchase, and use of the Capstone Digital Products (defined below). This Agreement is a legal agreement between you (as defined below) and Coughlan Companies LLC d/b/a Capstone, on behalf of itself, its subsidiaries, affiliated companies, joint venturers, business partners, licensors, employees, agents, and third-party information providers (collectively, "Capstone").

As used in this agreement, "you" and "your" refer to you, the individual requesting and receiving the right to use the Capstone Digital Products, and the entity on whose behalf you are accessing or using the Capstone Digital Products. The individual entering into this agreement, by their access or use of Capstone Digital Products, does so on behalf of themselves and such entity, and you represent that you are duly authorized to bind yourself and such entity to the terms of this agreement.

Please particularly note the following provisions: User Content, User Content Representations and Warranties, Data Retention and Backups, Disclaimer of Warranties, Limitation of Liability, Indemnification.

DO NOT UPLOAD OR SUBMIT INFORMATION TO THE CAPSTONE DIGITAL PRODUCTS THAT YOU DO NOT HAVE PERMISSION OR THE RIGHT TO USE.

- 1. Applicable Products.** These terms apply to your access and use of the following digital software, educational platforms and tools offered by Capstone (collectively, the "Capstone Digital Products," each a "Capstone Digital Product"):

- PebbleGo (Including Add-Ons and Mobile Applications)
- Capstone Interactive
- Capstone Connect
- PebbleGo Create with Buncee
- Buncee (Including all Buncee products and Mobile Applications)
- Raintree (Including Raintree Online and Engage Literacy)
- No Nonsense Literacy

The Capstone Digital Products to which you are receiving access and a license to use pursuant to these terms are identified in the corresponding purchase order, order form, invoice, online store purchase choice, or online subscription or license choice (collectively, "Order"). The scope of any license granted to you hereunder is limited to the Capstone Digital Product, license model, and term indicated in the Order by and between you and Capstone.



- 2. Acceptance of Terms.** This Agreement will be binding on you upon the earliest of: (i) your execution, submission, or other acceptance of an Order (including any free trial), either electronically or in writing, or (ii) your installation, access, or use of a Capstone Digital Product or any related documentation. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, ACCESS, OR USE A CAPSTONE DIGITAL PRODUCT.** If you and Capstone are parties to Terms, a User License Agreement, or other agreement related to the Capstone Digital Products dated prior to the "Last Updated" date above, including any previous terms between you and Buncee LLC, you hereby agree that your access and use of the Capstone Digital Products after the last version of this Agreement is posted and presented to you when you log in to your account constitutes your acceptance of this Agreement in lieu of and superseding any prior terms and conditions related to your use of the Capstone Digital Products.
- 3. Eligibility.** The Capstone Digital Products are offered and available for purchase by persons who are 18 years of age or older. By entering into an Order, you represent and warrant that you are 18 years of age or older and otherwise meet all of the eligibility requirements contained herein. Capstone makes no representation that the information or materials on or linked through the Capstone Digital Products are appropriate or available for use in locations outside of the United States. Those who choose to access the Capstone Digital Products from outside of the United States do so on their own initiative and at their own risk and are responsible for compliance with all applicable laws, rules and regulations in their respective location in doing so.
- 4. User Types.** You are eligible to purchase a license to the Capstone Digital Products solely as one of the following user types, provided that not all types are available for all Capstone Digital Products:

 - **Parent/Legal Guardian:** A "Parent/Legal Guardian" user type means an adult purchasing a license to a Capstone Digital Product for use by a child under the age of 18. Verifiable consent from the child's parent or legal guardian is required in order for any child to use a Capstone Digital Product in connection with this user type. Please review the Children's Privacy Policy located at <https://www.capstonepub.com/support/privacy-central/childrens-privacy-policy> to learn more about how Capstone collects, discloses, and uses information provided by children under the age of 13 in the United States and under the age of 16 in the European Union. You are responsible for complying with all of Capstone's requests made in order to verify your consent for a child to use a Capstone Digital Product. Children may not use any Capstone Digital Products until we receive and process this verifiable consent.
 - **Educator:** An "Educator" user type means a teacher or school administrator who is authorized by the individual's school and/or school district to subscribe to a Capstone Digital Product. As an Educator, you represent and warrant that you are a teacher or school administrator with permission and authorization from a school or district to subscribe to a Capstone Digital Product and that you are authorized to facilitate the access and use of a Capstone Digital Product by students. You agree to, upon request by Capstone, promptly execute and deliver, or cause any third party, including parent or legal guardian, to execute and deliver, any documentation, consents, or other acts as Capstone may deem necessary or desirable to provide the Capstone Digital Products and you the licenses granted hereunder.



- **School/District:** A "School/District" user type means a school or district administrator purchasing a license to use a Capstone Digital Product for use by a school (i.e., multiple teachers and students) or school district (i.e., multiple schools and their teachers and students). As a School/District user type, you represent and warrant that you have permission and authorization from the school and/or district to subscribe to a Capstone Digital Product and that you are authorized to facilitate the access and use of a Capstone Digital Product by students. You agree to, upon request by Capstone, promptly execute and deliver, or cause any third party, including parent or legal guardian, to execute and deliver, any documentation, consents, or other acts as Capstone may deem necessary or desirable to provide the Capstone Digital Products and you the licenses granted hereunder.
- **General Adult:** A "General Adult" user type means you are a person over the age of 18 who wants to enjoy a Capstone Digital Product for your own personal benefit. The license granted herein is limited to your sole use of a Capstone Digital Product.

5. Account Creation and Credentialing.

- a. You must register and create an account in order to access and use the Capstone Digital Products. You may need to provide certain registration details or other information on behalf of yourself or other users to create an account and to otherwise access and use the Capstone Digital Products. It is a condition of your access and use of the Capstone Digital Products that all the information you provide to register with the Capstone Digital Products is correct, current, and complete. You further agree you will not in any way misrepresent your identity at any time when accessing or using a Capstone Digital Product. You agree that all information you provide to register with the Capstone Digital Products is governed by our Privacy Policies located at <https://www.capstonepub.com/support/privacy-central>, and you consent to all accounts we take with respect to your information consistent with our Privacy Policies. Where it is reasonable to do so, or permitted by law, we may rely on implied consent.
- b. Educators are, and Schools/Districts may designate, administrative users ("Admin Users"). Admin Users can create additional authorized user accounts for their students, faculty or other individuals ("Authorized Users") and assign certain permissions to such additional accounts. You are liable for all use of the Capstone Digital Products by your Authorized Users and the conduct of your Authorized Users shall be considered your conduct for the purposes of the rights and obligations hereunder. Depending on the level of permissions assigned to your user account, you may not have access to or be able to view or use all of the functions or features of the Capstone Digital Products.

- 6. Account Security.** You are responsible for maintaining the security and confidentiality of all usernames, passwords, and other login credentials used in connection with Capstone Digital Products and you must immediately notify Capstone if any usernames, passwords, or other login credentials are accessed by or disclosed to any unauthorized person. It is your responsibility to change any passwords immediately if you suspect or feel the security of any account you use or manage has been compromised. You may not permit others to use your account, unless permitted by the terms of this Agreement, and you may not sell, trade, or otherwise transfer your account to another party. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of this Agreement or we suspect the security of any



account has been compromised.

7. User Content. Certain Capstone Digital Products allow you and your Authorized Users to upload, post, share, submit, or contribute information, text, data, photographs, and other content (collectively, "User Content"), including through invitations and shared forums. In uploading, posting or sharing such User Content, you grant Capstone and our affiliates, licensors, and service providers, and each of their and our respective licensees, successors, and assigns, and all other Capstone Digital Products users, a non-exclusive, sublicensable, transferable, perpetual, worldwide, royalty-free license to use, display, access, view, store, and/or download User Content, and post or forward User Content to others, for the purpose of providing you the Capstone Digital Products, exercising our rights or obligations under this Agreement, or any other use described in our Privacy Policies. You also acknowledge and agree that Capstone does not control other users' acts or User Content submissions. We do not specifically collect any User Content and disclaim all warranties and liabilities for User Content. We are not responsible and disclaim all liability for any action taken by any third party with respect to your User Content that you have made public or otherwise available to third parties.

8. User Content Representations and Warranties. You represent and warrant that you or your Authorized Users own or control all rights in and to the User Content and have the right to grant the license granted above and that all of your or your Authorized Users' User Content does and will comply with all applicable laws, rules, and regulations, and the terms of this Agreement. You also represent and warrant that you have obtained all applicable consents and permissions needed to provide Capstone with any information provided by you or your Authorized Users to Capstone, and that you have a lawful basis for providing such information to Capstone, in connection with your use of Capstone Digital Products, including, without limitation, any personal information as defined under applicable law provided to Capstone. You agree to cooperate with Capstone and take such action as reasonably requested by Capstone with respect to any information provided by you to Capstone.

DO NOT UPLOAD OR SUBMIT INFORMATION TO THE CAPSTONE DIGITAL PRODUCTS THAT YOU DO NOT HAVE PERMISSION OR THE RIGHT TO USE. THE UPLOAD OR SUBMISSION TO THE CAPSTONE DIGITAL PRODUCTS OF ANY USER CONTENT THAT VIOLATES, OR IS ALLEGED TO VIOLATE, THE INTELLECTUAL OR PROPRIETARY RIGHTS OF ANY THIRD PARTY IS A MATERIAL VIOLATION OF THE TERMS OF THIS AGREEMENT AND THE LIMITATIONS ON CAPSTONE'S LIABILITY AND YOUR INDEMNIFICATION OBLIGATIONS HEREIN APPLY TO ANY CLAIMS RELATED TO SUCH CONDUCT.

9. User Content Standards. You understand and acknowledge that you are responsible for any User Content you or your Authorized Users upload, post, share, submit, or contribute, and you, not Capstone, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. Capstone is not responsible or liable to any third party for the content or accuracy of any User Content posted by you or any other user of the Capstone Digital Products. Capstone may, in its sole discretion, deny any application to post or share User Content. The following standards apply to any and all User Content. User Content must in its entirety comply with all applicable federal, state, local, and international laws and regulations, and must not:

- a. Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.



- b. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
 - c. Infringe any patent, trademark, trade secret, copyright, or other Intellectual Property or other rights of any other person.
 - d. Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement or the Capstone Privacy Policies.
 - e. Be likely to deceive any person.
 - f. Promote any illegal activity, or advocate, promote, or assist any unlawful act.
 - g. Contain any alcohol-related or mature content without appropriate age-based restrictions.
 - h. Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
 - i. Impersonate any person or misrepresent your identity or affiliation with any person or organization.
 - j. Give the impression that they emanate from or are endorsed by Capstone or any other person or entity, if this is not the case.
 - k. Contain any information about a person under 18 years of age without parent or legal guardian permission in the case of a General Adult user.
 - l. Criticize Capstone, the Capstone Digital Products, or the service of any of Capstone's operational partners
- b.

10. Technical Data; Children's Information; Student Information.

- a. Technical Data. For the purposes of this Agreement, "User Content" does not include any aggregated or statistical technical data related to your, or your Authorized Users', access or use of the Capstone Digital Products. Such data may be used by Capstone to manage and improve the performance of its services, for statistical analysis, and for research, commercial, and development purposes.
- b. Children's Information. All information collected from or about children in connection with a Capstone Digital Product ("Child Data") is used, disclosed, shared, and processed by Capstone in accordance with its Privacy Policies, including its Children's Privacy Policy, the terms of which are located at <https://www.capstonepub.com/support/privacy-central/childrens-privacy-policy>. You hereby agree and consent to Capstone's use, disclosure, sharing, and processing of Child Data in accordance with its Privacy Policies located at <https://www.capstonepub.com/support/privacy-central>.
- c. Student Information. To the extent that you provide, or facilitate the provision, of any information relating to students, including Education Records as defined by the Family Educational and Privacy Rights Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"), to Capstone, you represent and warrant that you: (i) have complied, and will comply, with all applicable laws, rules and regulations applicable to you and such information; (ii) have obtained, and will obtain, all rights, consents (including prior consents), and permissions required to provide such information and Education Records to Capstone; and (iii) have provided, and will provide, all notices with respect to such information as required by applicable law. You will ensure that all information held by Capstone pertaining to any students, including any Education Records, is accurate and only provide to Capstone



(including in the form of User Content) the information that is necessary for Capstone to receive in order to further the institutional service or function for which you are using the Capstone Digital Product and your educational purposes.

- 11. Data Retention and Backups.** Information regarding students, including information from Education Records, will be retained by Capstone only to the extent necessary to fulfill its obligations under this Agreement and Capstone may take steps to destroy such data when it determines, in its discretion, that the data is no longer needed for the purposes for which it was disclosed. In any event, Capstone reserves the right to delete and destroy information from or related to your, or your Authorized Users', account(s), including but not limited to User Content and information from or related to Education Records, thirty-six (36) months from the date of the earliest to occur of the following: (i) termination or expiration of this Agreement, (ii) your failure to pay fees in accordance with the terms of this Agreement, or (iii) a user account shows no user activity for a period of six (6) months. Notwithstanding the foregoing, Capstone may retain copies of data related to your use of the Capstone Digital Products, including User Content, to the extent it deems is necessary to comply with applicable laws, resolve disputes, enforce its legal agreements or policies, or verify and validate any requests made by you. You are solely responsible for maintaining a backup or copy of the entire contents of your, or your Authorized Users', account(s), including all User Content and other information (including student information) provided, submitted, uploaded, or transmitted by you to Capstone or the Capstone Digital Products, or created by you or your Authorized Users using the Capstone Digital Products. You acknowledge and agree that it is your, and, as applicable, the Educator's and/or the School/District's, sole responsibility to maintain and retain any student information, including Education Records, pursuant to and in accordance with any laws, rules, regulations, policies, or obligations applicable to you and/or your School/District. You have no right to make any claim against Capstone in connection with the deletion (whether by Capstone or a third party) of any User Content, account information, student information or other data associated with your use of the Capstone Digital Products.
- 12. General License Grant.** Subject to the terms and conditions of this Agreement, Capstone grants to you and your Authorized Users, for the term of this Agreement, a limited, non-exclusive, non-transferable, non-assignable, and revocable license to access, view, and use the Capstone Digital Products solely for your internal, non-commercial use, and in the case of an Educator or School/District, in connection with and limited to your educational purposes related to your Authorized Users' studies and work.
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- **Buncee Schools and Districts.** A Buncee Schools and Districts subscription is only available to Educators and Schools/Districts. The School/District must provide the information required to create teacher and student accounts by either: (i) Syncing the School/District's roster data through Google Classroom or Microsoft Office 365 with the Buncee application, or (ii) Manually uploading the applicable roster data in .csv format. You, the Admin User, control all creation and sharing options for the district, school(s), user types and all users. When you register a school or district, you will be issued a URL that is unique to that school or district. You, the administrator, represent and warrant that you have permission and authorization from the school and/or district to use Buncee as part of your curriculum. By agreeing to this Agreement and our Privacy Policies, you are responsible for compliance with our terms and Privacy Policies. You are responsible for monitoring all content of your school or district and ensuring fully compliance with the terms of this Agreement. You agree to, upon request by Capstone, promptly execute and deliver, or cause any third party, including parent or legal guardian, to execute and deliver, any documentation, consents, or other acts as Capstone may deem necessary or desirable to provide the Capstone Digital Products and you the licenses granted hereunder.
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- 24. Disclaimer of Warranties.** CAPSTONE DIGITAL PRODUCTS AND ALL METHODS AND MEDIA THROUGH OR ON WHICH IT IS PROVIDED INCLUDING WITHOUT LIMITATION ANY HOSTING OR PROVISION OF CAPSTONE DIGITAL PRODUCTS THROUGH THE INTERNET ARE PROVIDED BY CAPSTONE AND ACCEPTED BY YOU "AS IS," "WITH ALL FAULTS," AND WITHOUT ANY WARRANTY WHATSOEVER. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, ARE SPECIFICALLY EXCLUDED AND DISCLAIMED BY CAPSTONE. CAPSTONE DOES NOT WARRANT THAT THE ACCESS TO CAPSTONE DIGITAL PRODUCTS OR CAPSTONE DIGITAL PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY WEBSITE, APPLICATION, OR SERVER THAT MAKES CAPSTONE DIGITAL PRODUCTS AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CAPSTONE DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE CAPSTONE DIGITAL PRODUCTS IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CAPSTONE DIGITAL PRODUCTS MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS.
- 25. Limitation of Liability.** TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CAPSTONE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY USE OF OR INABILITY TO USE, ACCESS, OR VIEW CAPSTONE DIGITAL PRODUCTS. YOU UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES WILL CAPSTONE BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, ARISING OUT OF THE USE OF OR INABILITY TO USE CAPSTONE DIGITAL PRODUCTS, INCLUDING (BUT NOT LIMITED TO) ANY UNAUTHORIZED ACCESS, ACQUISITION, USE OR DISCLOSURE OF DATA OR USER CONTENT, OR THE LOSS, DESTRUCTION, OR DELETION OF ANY DATA OR USER CONTENT, EVEN IF CAPSTONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE LEGAL CAUSE OF ACTION ASSERTED. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, CAPSTONE'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW AND



IN NO EVENT SHALL CAPSTONE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OF USE UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE AMOUNT PAID BY YOU FOR THE LICENSE TO USE THE APPLICABLE CAPSTONE DIGITAL PRODUCT(S) GRANTED HEREIN.

26. Indemnification. To the extent permitted by applicable law, You are legally responsible for your, and your Authorized Users', access, use, and viewing of the Capstone Digital Products. You are responsible for any conduct in violation of this Agreement, applicable law, or the rights granted in this Agreement, whether by you, your Authorized Users, or any third party that gains access to the Capstone Digital Products by or through your or your Authorized Users' actions or inactions. Unless You are a publicly funded, non-profit educational institution and therefore unable to legally indemnify Capstone, to the extent permitted by applicable law, you agree to indemnify, defend and hold harmless Capstone, its officers, directors, employees, successors, and assigns from and against any and all claims, losses, expenses, damages (including, but not limited to, direct, indirect, incidental, consequential, and exemplary damages), fine, liabilities, and costs (including reasonable attorneys' fees, expert fees, and other litigation or investigation costs), whether for defense or prosecution of any of Capstone's, or Capstone's licensors', Intellectual Property rights or other rights under this Agreement resulting from or arising out of your use of or inability to use Capstone Digital Products, any violation by you of this Agreement, and any User Content.

27. General Provisions.

- a. Export Control. Use of the Capstone Digital Products is subject to export and re-export control laws and regulations and required authorizations. You warrant that you are not prohibited from receiving U.S. origin products, including services or software.
- b. Entire Agreement. This Agreement, the Order, the Capstone Website Terms of Use located at <https://www.capstonepub.com/support/legal-central/website-terms-use>, and the Capstone Privacy Policies located at <https://www.capstonepub.com/support/privacy-central>, constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter.
- c. No Waiver. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
- d. Severability. If any provision of this Agreement is found to be invalid or unenforceable, that provision will be enforceable to the maximum extent permissible, and the other provision of the Agreement will remain in force.
- e. Force Majeure. Neither party will be liable for or considered to be in breach of or default under this Agreement on account of any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond the party's reasonable control and that either party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, Capstone will give prompt notice to you and will use commercially reasonable efforts to minimize the impact of the event. This clause in no way abrogates or limits the Disclaimer of Warranty, Limitation of



Liability, and Indemnification provisions otherwise set forth in this Agreement and the representations and warranties made in this Agreement.

- f. Enforcement; Governing Law. If You are a publicly funded, non-profit educational institution, this Agreement will be governed by the internal laws of the State in which You are situated, without regard to its 'conflicts of laws' rule, as identified in the Order. In all other cases, this Agreement is governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this Agreement or the Capstone Digital Products shall be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota in each case located in Mankato, Minnesota. You submit to and hereby waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
- g. Assignment. Your rights under this Agreement are not assignable or transferable (by operation of law or otherwise). This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No third-party beneficiaries are intended or shall be construed as created by virtue of this Agreement, including without limitation, the parties agree that your students and faculty are not third-party beneficiaries to this Agreement.
- h. Modifications to Agreement. Capstone reserves the right to make any necessary changes, modifications, or updates to this Agreement at any time.
- i. Notices: General Contact Information. For purposes of messages and notices to you about the Capstone Digital Products, we may send you an email to the email address associated with your account, or any other contact information part of the Order, in our discretion. We have no liability associated with or arising from your failure to maintain accurate contact or other information with us. If you have any questions about this Agreement, you may contact Capstone as the following address:

Coughlan Companies LLC d/b/a Capstone, 1710 Roe Crest Drive North Mankato, MN 56003
Email: support@capstonepub.com; legal@capstonepub.com Fax: 1- 888-262-0705

If in the United Kingdom:
Raintree, 264 Banbury Road, Oxford, OX2 7DY, United Kingdom,
Email: feedback@raintree.co.uk

ATTACHMENT B

Services to be provided additionally to all California local public libraries with service to K-12 students.

List of California local libraries as of August 2023

Total number: 186

A. K. Smiley Public Library	El Segundo Public Library
Alameda County Library	Escondido Public Library
Alameda Free Library	Folsom Public Library
Alhambra Civic Center Library	Fresno County Public Library
Alpine County Library/Archives	Fullerton Public Library
Altadena Library District	Glendale Library, Arts & Culture
Amador County Library	Glendora Library & Cultural Center
Anaheim Public Library	Goleta Valley Library
Arcadia Public Library	Harrison Memorial Library
Azusa City Library	Hayward Public Library
Banning Library District	Hemet Public Library
Beaumont Library District	Humboldt County Library
Belvedere-Tiburon Library	Huntington Beach Public Library
Benicia Public Library	Imperial County Library
Berkeley Public Library	Imperial Public Library
Beverly Hills Public Library	Inglewood Public Library
Blanchard/Santa Paula Public Library District	Inyo County Free Library
Brawley Public Library	Irwindale Public Library
Buena Park Library District	Kern County Library
Burbank Public Library	Kings County Library
Burlingame Public Library	La County Library
Butte County Library	Lake County Library
Calabasas City Library	Larkspur Public Library
Calaveras County Library	Lassen Library District
Camarena Memorial Public Library	Lincoln Public Library
Camarillo Public Library	Livermore Public Library
Carlsbad City Library	Lodi Public Library
Carpinteria Community Library	Lompoc Public Library
Cerritos Public Library	Long Beach Public Library
Chula Vista Public Library	Loomis Library & Community Learning Center
City Of Commerce Public Library	Los Angeles Public Library
Coalinga-Huron Library District	Los Gatos Library
Colton Public Library	Madera County Library
Colusa County Free Library	Marin County Free Library
Contra Costa County Library	Mariposa County Library
Corona Public Library	Mendocino County Library
Coronado Public Library	Menlo Park Public Library
Covina Public Library	Merced County Library
Crowell Public Library	Mill Valley Public Library
Daly City Public Library	Mission Viejo Library
Del Norte County Library District	Modoc County Library
Downey City Library	Mono County Free Library
El Centro Public Library	Monrovia Public Library
El Dorado County Library	Monterey County Free Libraries
	Monterey Park Bruggemeyer Library

Monterey Public Library	San Jose Public Library
Moorpark City Library	San Juan Bautista City Library
Moreno Valley Public Library	San Leandro Public Library
Mountain View Public Library	San Luis Obispo City-County Library
Murrieta Public Library	San Mateo County Libraries
Napa County Library	San Mateo Public Library
National City Public Library	San Rafael Public Library
Nevada County Library	Santa Ana Public Library
Newport Beach Public Library	Santa Barbara Public Library
Oakland Public Library	Santa Clara City Library
Oceanside Public Library	Santa Clara County Library
Ontario City Library	Santa Clarita Public Library
Orange County Public Libraries	Santa Cruz Public Libraries
Orange Public Library	Santa Fe Springs City Library
Orland Free Library	Santa Maria Public Library
Oxnard Public Library	Santa Monica Public Library
Pacific Grove Public Library	Sausalito Public Library
Palm Springs Public Library	Shafter Library
Palmdale City Library	Shasta Public Libraries
Palo Alto City Library	Sierra Madre Public Library
Palo Verde Valley Library District	Signal Hill Public Library
Palos Verdes Library District	Simi Valley Public Library
Pasadena Public Library	Siskiyou County Free Library
Paso Robles City Library	Solano County Library
Placentia Library District	Sonoma County Library
Placer County Library	South Pasadena Public Library
Pleasanton Public Library	South San Francisco Public Library
Plumas County Library	St. Helena Public Library
Pomona Public Library	Stanislaus County Free Library
Porterville Public Library	Stockton-San Joaquin County Public Library
Rancho Cucamonga Public Library	Sunnyvale Public Library
Rancho Mirage Public Library	Sutter County Library
Redondo Beach Public Library	Tehama County Library
Redwood City Public Library	Thousand Oaks Library
Richmond Public Library	Torrance Public Library
Riverside County Library System	Trinity County Free Library
Riverside Public Library	Tulare County Free Library
Roseville Public Library	Tulare Public Library
Sacramento Public Library	Tuolumne County Library
Salinas Public Library	Upland Public Library
San Anselmo Public Library	Ventura County Library
San Benito County Free Library	Victorville City Library
San Bernardino County Library	Watsonville Public Library
San Bernardino Public Library	Whittier Public Library
San Bruno Public Library	Willows Public Library
San Diego County Library	Woodland Public Library
San Diego Public Library	Yolo County Library
San Francisco Public Library	Yorba Linda Public Library

ATTACHMENT C
Student Data Privacy Agreement

DocuSign Envelope ID: E00337D8-18C6-4CAC-A29D-BE6FFEB7120B

STANDARD STUDENT DATA PRIVACY AGREEMENT

**CA-NDPA Standard
Version 1.0 (10.25.20)**

Riverside County Superintendent of Schools on behalf of the California State Library

and

Coughlan Companies LLC DBA Capstone

07/12/2023

DocuSign Envelope ID: E00337D8-18C6-4CAC-A29D-BE6FFEB7120B

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 on behalf of the California State Library, located at PO Box 868 Riverside, CA 92501
(the “Local Education Agency” or “LEA”) and
Coughlan Companies LLC DBA Capstone, located at 1710 Roe Crest Drive, North Mankato, MN 56003-1806
(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: Melissa Brodin Title: Director Contracts, Compliance, and Data Privacy
Address: 1710 Roe Crest Drive North, Mankato, MN 56003
Phone: (800) 747-4992 Email: mbrodin@capstonepub.com

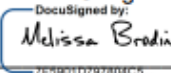
IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA: Riverside County Superintendent of Schools on behalf of the California State Library

By:  Date: 11/14/2023

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

PROVIDER: Coughlan Companies LLC DBA Capstone

By:  Date: 07/12/2023

Printed Name: Melissa Brodin Title/Position: Director Contracts, Compliance, and Data Privacy

STANDARD CLAUSES

Version 3.0

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 Records 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. **Severability.** 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. **Governing Law; Venue and Jurisdiction.** 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. **Successors Bound:** 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. **Authority.** 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. **Waiver.** 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

This Exhibit "A" applies to the following educational platforms and tools offered by Capstone and are made accessible to all California K-12 students which are covered under this data privacy agreement:

PebbleGo (Including PebbleGo Next, PebbleGo Spanish, Read More)
Capstone Interactive
Capstone Connect

PebbleGo. Capstone's unique database of educational curriculum with informational articles, ready-made activities, and literacy supports. PebbleGo Next incorporates a streamlined interface, animated highlighting, educational videos and games. PebbleGo Spanish provides Spanish modules, while Read More provides two read-aloud eBooks connected to each article in the PebbleGo Animals and Science modules. PebbleGo does not have individual student accounts, but rather a single building account shared by all students and educators which can be configured to support IP authentication.

PebbleGo does not collect Student Identifiers such as Student Username, Student Password, Student Name, or Student Generated Content.

Capstone Interactive. Over 5,000 titles of interactive eBooks designed specifically for PreK-Grade 5. This product does not have individual student accounts, but rather a single building account shared by all students and educators which can be configured to support IP authentication. Capstone Interactive does not collect Student Identifiers such as Student Username, Student Password, Student Name, or Student Generated Content.

Capstone Connect. Capstone's large online source of K-5 eBook bundles, nonfiction articles, and instructional support united by a single search. This product does not have individual student accounts, but rather a single building account shared by all educators which can be configured to support IP authentication. Capstone Connect is a platform for educators, and therefore does not collect Student Identifiers such as Student Username, Student Password, Student Name, or Student Generated Content.

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.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	Browser Agent
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>

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

Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify:	
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	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.	<input type="checkbox"/>

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 on behalf of the California State Library 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 on behalf of the California State Library
("Originating LEA") which is dated 07/12/2023, 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 statutes; (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:

privacy@capstonepub.com

PROVIDER: Coughlan Companies LLC DBA Capstone

DocuSigned by:
BY: Melissa Brodin Date: 07/12/2023
7F5B01D797804C5...

Printed Name: Melissa Brodin Title/Position: Director Contracts, Compliance, and Data Privacy

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 on behalf of the California State Library
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)
<input checked="" type="checkbox"/>	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input type="checkbox"/>	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input type="checkbox"/>	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	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 on behalf of the
California State Library, located at PO Box 868 Riverside, CA 92501
(the "**Local Education Agency**" or "**LEA**") and
Coughlan Companies LLC DBA Capstone, located at 1710 Roe Crest Drive, North Mankato, MN 56003-1806
(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. **Term**. The term of this Amendment shall expire on the same date as the DPA, unless otherwise terminated by the Parties.
2. **Modification to Article IV, Section 7 of the DPA**. 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 on behalf of the California State Library

By:  Date: 11/14/2023

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

Provider: Coughlan Companies LLC DBA Capstone

By:  Date: 07/12/2023

Printed Name: Melissa Brodin Title/Position: Director Contracts, Compliance, and Data Privacy

ATTACHMENT D and EXHIBIT A
Capstone response to RFP 2022-23/10 K-12 Online Resources



July 24, 2023

Riverside County Superintendent of Schools
Procurement Department
3939 Thirteenth Street
Riverside, CA 92502

Attention Procurement.

RE: RFP 2022-23/10 K-12 Online Resources-Early Literacy for Grades Pre-K-2

On behalf of Capstone, I would like to thank you for the opportunity to participate in the above-mentioned RFP.

Introduction: Coughlan Companies LLC dba Capstone is a privately held company owned by one family with Robert J. Coughlan being the major principal owner. Capstone is also overseen by a Board of Governors. Capstone Press was established in 1990, with Compass Point Books and Picture Window Books in 2000 and 2002, respectively, and Stone Arch Books in 2005. In 2008 Capstone purchased Heinemann Raintree, which publishes non-fiction curriculum related titles for grades K-8.

Starting in 2009 Capstone moved into the digital online educational market. Capstone develops personalized learning environments and interactive resources. Offerings include Capstone Interactive eBooks, PebbleGo & PebbleGo Next Research Databases, PebbleGo Create, and Capstone Connect Digital Solution.

Capstone is uniquely suited to meet the needs of the students, families, and educators within a district with a focus on curriculum support. Capstone is a leading publisher of children's books in nonfiction and fiction, literacy programs, digital products, and services.

Meeting Superintendent's Goal and Key Points:

PebbleGo supports literacy and builds a foundation for a lifetime of learning. PebbleGo employs reading strategies to strengthen emergent readers' literacy and research skills through a streamlined interface, audio supports, and easy-to-read articles. PebbleGo features expertly leveled and fully narrated text, animated highlighting, glossary words, visual searching, educational videos, and games, and encompassing activities which teach students how to cite articles, create reports, and share what they have learned.

- Match the content to what teachers need to teach in key areas of the curriculum.
- Improve individuals reading experiences with simultaneous use of eBooks specifically for Grades K-2.
- Improve independent research and learning experiences in a trusted and safe environment for Grades K-2 in both English and Spanish.
- Provide distance learning ready materials for teachers and students to use both in and outside of the school building including:
 - 24/7 accessibility, Simultaneous, multi-user access
 - LMS agnostic tool with link clipping
 - Natural read-aloud audio to support students of all reading levels
 - Single Sign On and Mobile Ready



- Find educationally appropriate content that teachers trust, and students enjoy and minimize teacher, student, and parent stress with easy, one-click access to content in the classroom or at home.

Capstone will be presenting products that will meet the goal of RFP to provide early literacy support to Grades PreK-2 to supplement their curriculum. This letter shall also serve as notification that the following items are sole source and only available through direct order from Capstone. Capstone will be submitting the following two options:

- **PebbleGo Science in English and Spanish for Grades PreK-2 with 50 eBooks.**
 - Includes 50 Capstone Interactive Science Titles with 25 in English, 25 in Spanish
 - **PebbleGo Science:** Covers physical, life, and earth & space science along with engineering, technology, and the applications of science. Meets Next Generation Science Standards.
- **PebbleGo Animals in English and Spanish for Grades PreK-2 with 50 eBooks.**
 - Includes 50 Capstone Interactive Animals Titles with 25 in English, 25 in Spanish
 - **Animals including Dinosaurs:** Articles that support animal classification, behavior, and habitat lessons.

Our Customer Success Specialist will help you prepare your systems with direct access to each product plus provide training to the admin and educators. Sessions will be scheduled upon purchase to assist with implementation and training.

Vendor Distinguished Characteristics:

PebbleGo is designed to meet the specific needs of K-2 students with a range of key supports like natural read-aloud audio for every article, visual navigation, and activities to allow for personalized learning opportunities. In addition, PebbleGo is Section 508 and WCAG 2.0 compliant to provide students of all abilities with a seamless experience.

Sites Served:

Capstone will serve all California K-12 students. The product that we are proposing are created and designed for graded K-2; however, they serve other populations including pre-K children, special student population, and even English Language Learners at school and home. Access will be available for School Computers, Student and/or Staff Portals, Direct Access with Internet, and Local Libraries.

We look forward to hearing from you. Please contact me if there are any questions or if further information is needed concerning this proposal.

Best regards,

A handwritten signature in cursive script that reads "Connie Ruyter".

Connie Ruyter, Bid and Contract Manager
Toll Free: (800) 747-4992 Ext. 58486 Direct: 507-385-8486
bids@capstonepub.com



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RFP 2022-23/10 Early Literacy for Grades PreK-2

Executive Summary and Description

OBJECTIVE TO GOAL

Capstone will be presenting products that will meet the goal of RFP 2022-23/10 to provide early literacy support to Grades PreK-2 to supplement their curriculum.

Capstone will be providing 2 proposal offerings will include:

1. **PebbleGo Science in English and Spanish for Grades PreK-2 with 50 eBooks.**
 - Includes 50 Capstone Interactive Science Titles with 25 in English, 25 in Spanish
 - **PebbleGo Science:** Covers physical, life, and earth & space science along with engineering, technology, and the applications of science. Meets Next Generation Science Standards.
 - ✓ Special features include two videos for most articles, including twelve different categories exploring a diverse array of curriculum-based content.
2. **PebbleGo Animals in English and Spanish for Grades PreK-2 with 50 eBooks.**
 - Includes 50 Capstone Interactive Animals Titles with 25 in English, 25 in Spanish
 - **Animals including Dinosaurs:** Articles that support animal classification, behavior, and habitat lessons.
 - ✓ Special features include range maps and downloadable templates to label animal parts, scientifically accurate dinosaur illustrations and downloadable templates.

Capstone's PebbleGo digital products are created and designed for grades PreK-3; however, the product will be available for all students and all sites as required in the RFP. Our digital products include natural read-aloud audio which allows for specialized students to utilize and also assist at home with families that are Spanish to English Language Learners.

RFP Acknowledgement

Capstone acknowledges that we have read and understand all the RFP requirements as outlined in RFP 2022-23/10 Early Literacy for Grades PreK-2.

PEBBLEGO

PebbleGo supports literacy and builds a foundation for a lifetime of learning. PebbleGo employs reading strategies to strengthen emergent readers' literacy and research skills through a streamlined interface, audio supports, and easy-to-read articles. PebbleGo features expertly leveled and fully narrated text, animated highlighting, glossary words, visual searching, educational videos, and games, and encompassing activities which teach students how to cite articles, create reports, and share what they have learned.

- PebbleGo is a curricular content hub specifically designed for K-2 students. Packed with informational articles, ready-made activities, and literacy supports for students of all abilities, it





boosts engagement and fosters independent learning in core subject areas. Your students will love exploring PebbleGo.

- PebbleGo Spanish, a Spanish match to PebbleGo.

Experience and Background

Coughlan Companies LLC dba Capstone is a privately held company. Capstone is uniquely suited to meet the needs of the students, families, and educators within a district with a focus on curriculum support. We have become the one of the largest publishers for PreK-8 by listening to our customers and developing content that not only meets the educational standards and requirements of schools but is appealing and engaging for students. Imprints under Capstone include Capstone Press, Compass Point Books, Heinemann Raintree, Maupin House, Picture Window Books and Stone Arch Books. With 10,000 titles in print and a publishing program that creates approximately 500-600 titles per season, our offering to the library and classroom market is extensive.

Coughlan Companies works closely with some of the largest school districts in the nation helping educators develop effective and appropriate library and classroom collections.

Capstone's core focus is with schools and libraries across the country; however, we also work with businesses, bookstores, and government agencies. Through our trade and international market, we provide books for school supply stores, craft stores and a variety of other outlets. We have provided specific titles for specific markets.

We Help Kids Succeed by Making Learning Fun

Helping children develop a love of reading and learning is at the heart of what we do at Capstone. We believe that #ReadingsForEveryone! Our goal is to provide boundless opportunities for children to access books and online resources and we are dedicated to the belief that all kids are readers when matched with the right book. By piquing their curiosity through positive early literacy experiences, we can help create a lifetime love of reading and learning.

We believe in kids: their dreams and their success. We believe curiosity should be encouraged, imagination should be unencumbered, and all kids should find themselves represented in books. Our passion for creating inspired learning has made us the most trusted publisher of children's books and digital media solutions for libraries, classrooms, and consumers for nearly 30 years.

Content

- Our content reflects our commitment to provide quality content for your students. Our titles are designed to enrich and support the curriculum, stimulate growth in factual knowledge, literary appreciation, aesthetic values, and ethical standards for your students. Each of our books is written with an eye to key national curriculum standards. The result is solid classroom support as you look to reinforce and extend your existing curriculum.
- Like all good-level resources should, our books include key text features-glossary, index, short bibliography, and more. Photos and illustrations feature informative captions. Diagrams and maps include easy-to-understand labels. Many books include timelines, charts, fact boxes, and other helpful features. Careful content selection, appropriately leveled text, beautiful full-color





photographs, and illustrations, engaging page design; all result in books that excite even the most reluctant readers.

- Capstone has long been known in the industry for creating content that avoids bias and adheres to standards of sensitivity relative to student race, gender, religion, culture, ethnicity, disability, and socioeconomic status. All of Capstone's titles are created with an eye to multicultural diversity. We strive to include images and stories of a wide variety of children and families in our books, in order that all students may have the opportunity to open a Capstone book and see a piece of themselves reflected back to them.

Vendor Profile

Vendor profile must include all of the following information:

a. The full company name of Vendor, the state in which Vendor was organized, the date Vendor was formed, the entity number assigned to Vendor by California Secretary of State, if applicable, and Vendor's federal taxpayer identification number;

LEGAL NAME: COUGHLAN COMPANIES LLC DBA CAPSTONE

Headquarters Address: 1710 Roe Crest Drive, North Mankato, MN 56003-1806

Organized Principal Place of Business: Minnesota

Founded: May 6, 1992

State File Number: 201808610542

FEIN: 82-4045107

b. The name, title, address, telephone number, and e-mail address of a Vendor representative who will be Vendor's primary contact person for purposes of the Proposal;

Vendor Representative

Connie Ruyter, Bid and Contract Manager

1710 Roe Crest Drive, North Mankato, MN 56003-1806

Phone: (507) 385-8486

Email: bids@capstonepub.com

c. A description of Vendor's organizational structure.

Coughlan Companies LLC dba Capstone is a privately held company. The principal owner is Robert J. Coughlan, along with Mr. Coughlan's three children. Capstone has a Board of Governors. There are no anticipated changes to the Vendor's business and/or marketing strategies that would impact our ability to complete all phases of the proposed services.

d. A description of any existing business relationships Vendor and/or any of its parent and/or affiliate companies have with Superintendent;

Not Applicable: there are no existing business relationships.

e. A description of any and all claims and judicial or administrative actions filed against Vendor and/or its parent or affiliate companies in the last five (5) years and the outcome of those claims and actions, including, without limitation, decisions adverse to Vendor and/or its parent or affiliate companies;

Not Applicable: no claims to report.





f. A description of any and all disciplinary actions or other actions taken within the last five (5) years by any governmental or regulatory entity (including, without limitation, any court) against Vendor and/or its parent or affiliate companies and/or any of their respective owners or principals; and

On March 19, 2020, the District Court in the State of Minnesota (Fifth Judicial District) issued a final order placing Jordan Sands LLC and Coughlan Quarries LLC into receivership. Jordan Sands and its affiliated Company were in the sand mining business and partially owned by Robert Coughlan, the controlling owner of Coughlan Companies LLC. Robert Coughlan is a defendant in the aforementioned matter.

g. A list and summary of any and all judicial or administrative proceedings involving Vendor's sourcing activities and anti-trust actions to which Vendor and/or its parent or affiliate companies have been a party within the last five (5) years.

Not Applicable: no actions to report.

Teamwork Approach and Reports

IMPLEMENTATION PLAN

Capstone will be fulfilling the requirements of the contract with our own team. We will not be subcontracting the services required to complete this contract. Our Customer Service Professionals team with your Account Manager will partner with you to ensure smooth and seamless onboarding of your newest subscriptions as well as continual focus on your specific needs.

Capstone has several large districts and 10 state-wide implementations currently in place with PebbleGo products.

Note: Financial Statements are included in Attachment_C_2022 Redacted Financial Audit. Capstone is a privately held company in good standing.

CUSTOMER SUCCESS PLAN

Our Customer Success Specialist will work with you to assist with your unique customer experience that includes:

- Implementation Session: Discover LMS & EdTech Tools, Product Demo, Future Training Needs, Implementation Planning
- Admin Training Session: Product Demo, Product Usage Reporting, Creating eBook Lists, Educator Training Planning
- Educator Training Session: Deep Dive Product Demo, Lesson Examples in EdTech Tools, Resources, School Access Points
- Admin/Train the Trainer Session: Have Trainers? Let's combine 2 & 3 to train and provide presentation materials for your training.

ONBOARDING SUPPORT

- On-demand training videos
- Connect with Google Classroom, Seesaw, Flipgrid
- Live and/or on-demand webinars
- How-to instructional documentation





- Communication templates for teachers and parents



Program Team and Resumes

Customer Success Specialist

Vanessa Rients, Customer Success Specialist

Phone: (507) 385-8285

Email: vrients@capstonepub.com

Vanessa joined the Capstone team in 2008 as a Direct Sales Associate. In this role she developed processes to assist a select group of sales representatives and customers with scheduling appointments, assist customers while the sales representative was on appointment plus finding solutions to meet a school's print, digital and budget needs. Over the course of 10 years the Direct Sales Associate position was a success, and the department grew. Through this progression she took on a lead role assisting and training the team. Her knowledge of school systems became extensive, and she branched out to also work with state leaders to offer literacy opportunities. In 2019, Vanessa was promoted to the role of Sales Operations Specialist- Systems & Analytics to help support both the Library and Classroom Sales teams. In the Fall of 2020, she took on the role of Customer Success Specialist to help schools easily implement Capstone Connect into their Learning Management Systems and EdTech tools to prevent access barriers in the classroom and conduct trainings that fit each school's culture. Promoting literacy and assisting schools has been the focus of Vanessa's career for 12+ years.

Key Staff Members

Eric Fitzgerald, Vice President of School and Library Sales

Phone: (866) 270-1010

Email: efitzgerald@capstonepub.com

Eric has been with Capstone since 2001. From his initial start working with Direct Sales for Capstone Press, he has grown in his responsibility and now works with all the Capstone companies, with 94 members in the sales organization. Prior to joining Capstone, Eric worked for Sagebrush as Director of Field Sales. There he led a team of 250 salespeople, designed sales processes, and was responsible for both the book and technology sales groups. Previous to that he was an educational sales representative





at Fitzgerald Learning Resources. Eric has been helping schools locate and implement educational support materials for well over 20 years.

Chuck Filo, Regional Vice President Sales – West and Central Regions
Phone: 507-385-8244
Email: cfilo@capstonepub.com

Chuck joined Capstone in 2021 coming from his most recent role of Vice President of Sales and Marketing for New Perspectives Online. His role is to work with over 40 members of the sales organization in the Central and Western portion of the U.S. Chuck started with Scholastic in 1994 as a sales representative in WI and has gone on to senior management roles with several educational publishers including AMSCO, Heinemann, and Zaner -Bloser. His 30 years in the industry provide schools with helpful experience as they seek instructional resources and support.

Maggie Kenny, Director of Sales, Direct and Renewal
Toll Free Phone: (800) 471-8112 x58510, Direct: (630) 217-7805
Email: mkenny@capstonepub.com

Maggie started as the Director of Sales, Direct and Renewal, at Capstone in 2023. She got her start in education as a Middle School Education Teacher in Clark County School District. After leaving the classroom, Maggie worked as an Account Executive for Freckle Education, which was acquired by Renaissance Learning. At Renaissance, Maggie supported a team of Account Executives and Renewal Account Managers as a Sales Manager. She then served as the Sales Director at Hatch Early Learning before coming to Capstone.

Jana Klein, Regional Sales Manager
Phone: (800) 471-8112 x8316
Email: jklein@capstonepub.com

As Regional Sales Manager, Jana works with a sales team in the Western region for U.S. Direct Sales. Jana joined Capstone in 2019 as a Direct Sales Representative for the western and coastal regions before moving into management. Prior to Capstone, Jana worked in risk management, serving customers for over 14 years at her own insurance agency and under the umbrella of vendors across the U.S.

SALES CONSULTANTS SERVING CALIFORNIA

Our CA team has over 85 years combined Capstone experience and have worked with large and small districts alike to provide the best service and counsel to meet their needs.

Laurel Sarmento, Capstone Direct Sales Representative
Phone: (925) 628-6112 Email: laurelsarmento@gmail.com

Shellie Zimmerman, Capstone Direct Sales Representative
Phone: (760) 623-0862 Email: shellizimm@msn.com





The Future Initiative, Operation Education

Denise E. Valenti and Anthony M. Valenti

Phone: (909) 496-5575 Email: thefutureinitiative@outlook.com

Naomi Shelan, Local Sales Representative – Northern CA

Phone: (415) 990-4497 Email: nshelan@gmail.com

Vendor References

DIGITAL REFERENCES: STATEWIDE PURCHASES

Minitex State Library, University of Minnesota

Matthew Lee, Associate Director

Wilson Library, Room 60, 309 19th Avenue South

Minneapolis, Minnesota 55455

Phone: 612/624-1024

Email: leems001@umn.edu

Project: Three year Statewide for Minnesota and North Dakota through the Minitex State Library PebbleGo Animals, PebbleGo Biographies, and PebbleGo Next States and Native American Studies.

Alabama Commission on Higher Education

Ron Leonard, Director of Special Initiatives

100 North Union Street

Montgomery, AL 36104

Phone: 334-242-2211

Email: ron.leonard@ache.edu

Project: Statewide PebbleGo Subscription and one time purchase of state-wide Capstone Interactive eBooks with PebbleGo being launched in July 2021.

INFOhio, <https://www.infohio.org/>

Lori Lee, Assistant Director of INFOhio

8050 N. High Street, Suite 150

Columbus, OH 43235

Phone: 614-947-7900

Email: central@infohio.org

Project: RemotEDx Exchange Project, purchased Grade 3-5 Capstone Connect for Social Studies and Science for state-wide use.

List of Subcontractors

As a company we use sub-processors to support the services we provide to districts: cloud service, work-for-hire contract, data services, etc. We do not subcontract the specific work of this contract.





Minimum Qualifications: User Access and Interface

Provide detailed answers, screenshots, and/or any other resources for the below questions (a-h). It is the intent of the Request for Proposals for potential vendors to provide user access individually and directly for each local education agency in California through the best means for that local education agency.

- a. Please describe all available methods you have to provision, identify and support student, teacher and administrator access from each of the following locations:
1. School computers
 2. School created/controlled portals
 3. Direct access with unique identifier/log-in
 4. Through California public libraries on-site and through library cards, if appropriate
 5. Submit a recommended implementation plan to connect schools to your online resources and/or tools.

Capstone will provide a username/password/direct access link to all site locations noted in this requirement. Easy access and integration into district/school systems is a high priority. We encourage sites to add their direct access link to any password protects portal students, teachers and administrator use. If the state also has a regional network, we can also work with them to match up school codes with account data for easy implementation into that system. Each public library will also have a site direct link to integrate into their library card system. Capstone's Customer Success Team will work with you to plan for successful implementation.

- b. Describe the dedicated technical support resources you will provide, including, but not limited to, expected dates and times of training and help desk availability, languages, tiers of support, material FAQ's, and procedures for escalation, to schools, school districts, and/or users, such as:
1. individual students, teachers, and staff
 2. site administrator
 3. district administrator.

CUSTOMER SUPPORT

TECHNICAL SUPPORT TIERS

Tier 1

Technical support questions can be directed to Capstone Digital Customer Service. Our trained team will assist with product functionality issues, most computer configuration concerns, and provide educator resources to help you use our products more effectively in your school.

Business Hours: 7:30 a.m. to 5 p.m. Monday – Friday, CST
Phone: (888) 517-8976 Fax: (888) 262-0705
E-mail: support@capstonepub.com

Many of our products also have an online Frequently Asked Questions page, which can answer many questions or problems you may be encountering.

Tier 2

If our Customer Service team cannot help you with the problem you are reporting, the team will escalate your problem to an internal team of product experts. During this time, your primary contact will continue to be Customer Service, but you may also need to talk with additional Customer Success or Capstone Digital





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staff. We will work quickly to address your concerns. Some troubleshooting may require discussion with technical staff at the site. During this time, it is possible that the problem you are reporting is identified as a software issue. If that is the case, we will issue a timeframe in which we will resolve the issue.

c. Describe the search feature(s) of your informational content and/or tools resource and, if applicable, how they are differentiated amongst grade level groups.

Grade levels are structurally built into the system, with the content being appropriate for all students. Educators can use the content maps, search tool and visual navigation to find content then press Copy Link to share specific content, no login necessary, with their students.

d. Describe the browse feature(s) of your informational content resource and/or tools and, if applicable, how they are differentiated amongst grade level groups.

Again, the grade levels are structurally built into the system. The visual search helps emergent students navigate to articles and books of their choice. When they reach the content scaffolding such as natural voice audio and text highlighting as it's read give young students tools to independently learn and build language skills.

e. List and describe any computer programs or components (e.g. web browser extension) needed, recommended or ideal for the utilization of the resources and/or tools.

System requirements as listed below in item G.

f. Please provide the expected user experience on the following and note any degradation between devices:

1. desktop or laptop
2. tablet
3. phone
4. ADA compliant browsers, software, and hardware

PebbleGo and PebbleGo Next are WCAG 2.2 AA compliant and have been tested with JAWS, Chrome Vox, and Apple Voice Over screen reader software. PebbleGo and PebbleGo Next are fully web responsive user interfaces and give students a complete and full experience on Desktop, Laptop, Tablet, and Phone screens.

The Capstone Interactive eBooks does not have an iOS native app, nor is it ADA compliant. We are in the process of updating this platform to be compliant. System Requirements are noted in the next section G.

g. List operating systems, software, and web browser versions that your informational content resource is compatible with.

SYSTEM REQUIREMENTS

Internet connection: DSL/Cable, we recommend a 4 mbps download speed or greater

Windows PC

- Operating System: Version 7 or later
- Browsers
 - We recommend the latest versions of Google Chrome (we recommend no older than 2 versions back from the latest release)
 - JavaScript must be enabled





Apple Mac

- Operating system: OS 10.12 (Sierra) or later
- Browsers
- We recommend the latest versions of Google Chrome and Safari (we recommend no older than 2 versions back from the latest release), JavaScript must be enabled

Chrome OS

- Operating System: OS 73 or later and Android version 7 (Nougat) or later
- Browsers
- We recommend the latest versions of Google Chrome (we recommend no older than 2 versions back from the latest release), JavaScript must be enabled

Mobile devices

- Apple iOS 10 or higher on Safari or Chrome browser
- Android version 7 (Nougat) or later Chrome browser

Audio: Requires speakers or headphones.

Accessibility

- Screen Readers: Screen Reader Tool, Operating System, and Browser
 - ✓ ChromeVOX on Chromebook
 - ✓ Voiceover on OS and iOS in Safari
 - ✓ JAWS on Windows in Chrome

Integration

- Integrate direct access links into any password protected system your site uses to provide access to students, educators, administrators, parents.

h. Describe the extent to which your product, including the user interface and content, is accessible to people with disabilities, including people who are blind or have low vision, are deaf or hard of hearing, have mobility or dexterity limitations, and who have speech impairments. If your product is not currently compliant with WCAG 2.0 Level AA guidelines, please describe your roadmap to achieving this compliance.

The PebbleGo/PebbleGo Next Platform is 508 and WCAG 2.2 Compliant Technology.

i. Please describe the usage measurement system such as COUNTER 5 in use for your resource and/or tools. Usage information collected should include but not be limited to the following:

1. Number of California students and/or staff using the resource and/or tools
2. How often and how many times students and staff used the resource and/or tools
3. Subject areas utilized by said students and/or staff
4. Other informational content resource usage reporting, if applicable

PebbleGo Databases do not collect a student's personal identifiable information (PII) Data. PebbleGo is a site share username/password/direct access link, that does not identify or authenticate with student or teacher user data. Each site will receive an administrative login for access to site reporting.





Column Name	Description
Parent Account	District Name
Account	School Building Name
Location Code	Site identity code provided by purchaser
SF ID	Capstone's account identifier
Total Days for this Check-in	Number of days in this report
Data Pulled Start Date	First day in report range
Data Pulled End Date	Last day in report range
PG Article Views by Module:	the number of article view in the specified module(s) over the specified range
PG Next Article Views by Module:	the number of article view in the specified module(s) over the specified range
How many book views in CI	the number of times a book was opened in CI for the building/school in the specified date range
PebbleGo Copy Link Clicked	the number of times the copy link button was pressed in PebbleGo, this does not duplicate in article usage
PebbleGo Next Copy Link Clicked	the number of times the copy link button was pressed in PebbleGo Next, this does not duplicate in article usage
Connect Copy Link Clicked	the number of times the copy link button was pressed in Connect, this does not duplicate in article usage
Total PebbleGo Games Played	the number of times a game was played in PebbleGo
Total PebbleGo Next Games Played	the number of times a game was played in PebbleGo Next
Total PebbleGo Questions of the Day Answered	the number of times the question of the day is answered in PebbleGo
Total PebbleGo Next Questions of the Day Answered	the number of times the question of the day is answered in PebbleGo Next

Minimum Qualifications: Information Security

Provide detailed answers to questions (a-c) below. If your solution incorporates personally identifiable information as defined by the California Student Data Privacy Agreement V2 (see Document 7), please address the following:

- a. Provide a description of processes and resources used to comply with all federal, state, and local protected information laws associated with K-12 students and educators.

Capstone recognizes 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. 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.

Throughout the life of the contract, Provider will:

- limit internal access to education records to those individuals that are determined to have legitimate educational interests
- not use the education records for any other purposes than those explicitly authorized in its contract or written agreement. Unauthorized use includes selling or disclosing personally identifiable information for marketing or commercial purposes or permitting, facilitating, or disclosing such information to another third-party for marketing or commercial purposes
- except for authorized representatives of Provider to the extent they are carrying out the contract or written agreement, Provider will not disclose any protected information to any other party without the prior written consent of the LEA or unless required by statute or court order and the party provides notice of the disclosure to the LEA no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by statute or court order
- maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of protected information in its custody
- agree that all student data transmitted to the Provider is and will continue to be the property of and under the control of the LEA





- require that officers and all employees of the Provider who have access to student, teacher or principal data receive ongoing training surrounding the federal and state laws governing confidentiality of the data.
 - request that parents, teachers, or principals who seek to challenge the accuracy or deletion of protected information will do so by contacting the LEA. If correction or deletion of data is deemed necessary, the LEA will notify the Provider in writing, and the Provider agrees to facilitate such requests
 - use encryption technology to protect data while in motion or in its custody from authorized disclosure using modern technologies or methodologies
 - adopt technology, safeguards and practices that align with the NIST Cybersecurity Framework
 - impose all the terms stated above in writing where the Provider engages a subcontractor or other party to perform any of its contractual obligations which provides access to protected information.
- b. Describe the informational requirements for each user in order to utilize the proposed online content resource and/or tools, and the methods to manage and protect any data that contains protected information of students, staff and individuals who use the informational content resource and/or tools.

PebbleGo (including PebbleGo Next, PebbleGo Spanish, Read More), and Capstone Interactive do not have individual student accounts, but rather a single building account shared by all students and educators which can be configured to support IP authentication. These products do not collect Student Identifiers such as Student Username, Student Password, Student Name, or Student Generated Content. These products do collect IP addresses, browser agent information, and meta data. The Provider has adopted and will maintain the following administrative, technical, and physical safeguards, measures, and controls to manage privacy and security risks and protect LEA data in a manner that complies with federal and local laws, rules and regulations and the LEA's policies:

- Only those who need it to perform their duties will have access to data
- Training and guidance are provided to all employees that will be accessing and handling data
- Background checks are performed on all employees
- NDAs are signed by employees at the start of employment
- All access to systems and data is revoked upon employment termination
- All data stored electronically is kept secure by taking the following precautions:
 - Using string passwords that should never be shared
 - Protecting servers by security software and a firewall
 - Backing up data frequently
 - Never disclosing PII to unauthorized people within or outside of Provider
 - Routinely monitor systems for security breaches and attempts of inappropriate access

Measures to Protect Data:

Capstone uses HTTPS connections to secure transmissions. A combination of firewalls, security keys, SSL certificates, and non-default username/password credentials secure data access. Personally Identifiable Information will be protected using encryption technology to protect data while in motion or in its custody from unauthorized disclosure using modern technologies and methodologies. Data is protected using HTTPS including protocol Secure Socket Layer/Transport Layer Security (SSL/TLS), as well as the use of VPNs. Firewalls, antivirus software, and DLP solutions are also utilized to protect data. In addition, Capstone has implemented these additional data security measures:





- Administrative controls and access make use of MFA
- Engineering teams follow change control best practices
- Firewalls, Web Application Firewalls, Intrusion Detection Systems, and Intrusion Prevention Systems actively inspect and block malicious traffic
- Best practice of 'least privileged permissions' followed
- Close partnership maintained between external security firm and cloud hosting providers

c. Provide details of plans to deal with data breaches and intellectual property rights infringement of users. If applicable, provide information on cyber security insurance that covers data breach, intellectual property rights infringement, and first party and third-party coverage.

Data Breach

Capstone, the Provider, will promptly notify the point of contact for each educational agency that maintains a contract with Provider with the following information: Provider's contact information, the nature of the data breach including the categories and approximate number of users concerned, the likely consequences of the data breach, and the measures taken/proposed to be taken by to address and remedy the data breach. Provider has implemented the following procedure to manage a data breach:

Breach Investigation: Upon discovering a data breach, first and foremost steps are taken to identify the compromised assets and the extent of the breach. A response team consisting of the VP of IT and the Data Privacy Team is created to investigate the breach. Response team will be tasked with isolating the affected systems, including taking the part or the entire site offline.

Remediation Efforts: After isolating the damage, review the access logs and the monitoring software to figure out the cause of the breach. Also, consult experts at the cloud hosting service providers to help with the issue. Once the cause is identified, apply, and monitor the fix and gradually bring the site online. The Response Team will also reset all session tokens for its users which will require that they log in again. Access tokens are valid for 24 hours in order to prevent unauthorized access.

Internal Communication Plan: If it has been determined a breach occurred, the VP of IT and the Data Privacy Team will inform the CEO and CFO and explain what is being done to remediate the issue. After a solution has been implemented, an incident report detailing the cause, extent of damage, steps taken and recommendations to avoid in future will be written by the response team and shared internally.

Public Notification of Breach: After remediating the issue, the marketing team will work on informing all affected users about the breach and its severity. A brief statement will be shared via email explaining the incident. Additionally, the response team will monitor the dedicated email address privacy@capstonepub.com to address any follow-on questions.

We have adopted the following backup-and-restore process:

- Use up-to-date images to spawn new servers. (if applicable also create a new load balancer)
- Use the latest hot backup of the database to restore user data
- Update the DNS records to point to the new load balancer
- Verify the backup-and-restore process was successful





Intellectual Property Rights Infringement of Users

Please see Capstone's Product End User License Agreement, which includes the language below, <https://www.capstonepub.com/support/legal-central/product-end-user-license-agreement>:

General License Grant. Subject to the terms and conditions of this Agreement, Capstone grants to you and your Authorized Users, for the term of this Agreement, a limited, non-exclusive, non-transferable, non-assignable, and revocable license to access, view, and use the Capstone Digital Products solely for your internal, non-commercial use, and in the case of an Educator or School/District, in connection with and limited to your educational purposes related to your Authorized Users' studies and work.

Ownership. As between you and Capstone, Capstone and its licensors are the owners of all Intellectual Property rights in and to Capstone Digital Products, including all Buncee or PebbleGo Create with Buncee templates, images, and text that are provided and available to you via the Capstone Digital Products. Capstone assumes no ownership of any User Content. The entire contents and design of the Capstone Digital Products are protected by U.S. and international copyright law. Capstone names, images, and logos and all related product and service names, design marks, and slogans, including BUNCEE, PEBBLEGO, RAINTREE and NO NONSENSE LITERACY are the trademarks or service marks, or copyrights, of Capstone. All rights reserved. You are not authorized to use any Capstone name or mark in any advertisement, publicity, or in any other commercial manner without prior written consent of Capstone. All other trademarks and images appearing in connection with Capstone Digital Products are the property of their respective owners. "Intellectual Property" shall mean all of the following, whether registered or unregistered anywhere in the world: all inventions, whether patentable or not, patents and applications for patents; all copyrights, copyright registrations and copyright applications, copyrightable works and works of authorship, and all other corresponding rights; all trade dress and trade names, logos, trademarks and service marks and related registrations and applications, all design rights, all other indicia of commercial source or origin, and all goodwill associated with any of the foregoing; and, all trade secrets and confidential information of any kind. The license granted under this Agreement is not a sale of Capstone Digital Products or any copy of Capstone Digital Products and does not grant you any ownership rights to or in any copies of Capstone Digital Products or Capstone Content. Ownership of Capstone Digital Products, Capstone Content, and copies thereof, and all Intellectual Property rights therein, will at all times remain with Capstone (or its licensors, as applicable), regardless of who may be deemed the owner of the tangible media in or on which Capstone Digital Products or Capstone Content may be copied, encoded, or otherwise fixed.

Claims of Copyright Infringement. We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Capstone Digital Products infringe your copyright, you may request removal of those materials in accordance with our Copyright Policy located at <https://www.capstonepub.com/support/legal-central/copyright>, the terms of which is hereby incorporated by reference.





Minimum Qualifications: Content Quality

Provide detailed answers to questions (a-e) below.

- a. Provide a description of how your resources support literacy for grades K-12. Particularly supporting various literacy needs (pages 13-14).

RESOURCE REQUIREMENTS FROM PAGES 13-14 (1-6)

The content and tools provided in the online informational resources by the potential vendor must fulfill the following aspects:

1. Appropriateness of Information and/or Educational Tools as Supplements: The content and/or tools provided is appropriate for K-12 students for early literacy for grades pre-k-2 and/or literacy supports for students grades 3-12 to supplement their curriculum. The information and/or tools should be marked by grade level, reading level, technical capability and/or maturity appropriateness.

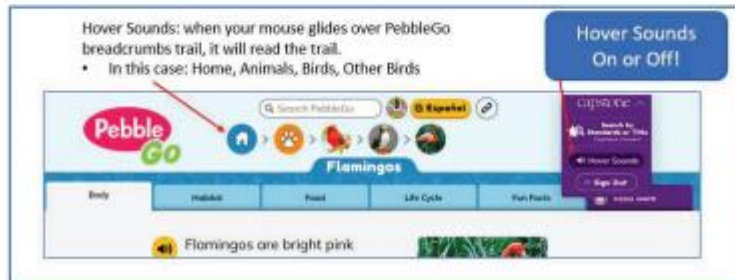
Capstone is proposing PebbleGo Modules for grades PreK-2

PebbleGo supports literacy and builds a foundation for a lifetime of learning. PebbleGo employs reading strategies to strengthen emergent readers' literacy and research skills through a streamlined interface, audio supports, and easy-to-read articles. PebbleGo features expertly leveled and fully narrated text, animated highlighting, glossary words, visual searching, educational videos, and games, and encompassing activities which teach students how to cite articles, create reports, and share what they have learned.

2. Appropriateness for Age Group and/or Literacy Level: The content or tools that are components of the resource(s) should be clearly defined or segmented by grade, English literacy level, and/or maturity level (age group).

PebbleGo is specifically designed for graded PreK-2 and is created to meet the needs of the youngest learners regardless of their reading ability. PebbleGo has authentic read-aloud audio that increases understanding, regardless of reading ability, and fosters independence in young learners of all abilities with simple, consistent navigation.

SCAFFOLD: HOVER SOUND





Audio On/Off Feature

- Users will be able to turn Hover Sounds on/off under the Capstone drop down menu. This will not affect the users' ability to play any audio that uses a button click to play.
- The main use case for this is Teachers presenting to their class on PG/PNG or recording themselves to share with students' distance learning. Now they will not have to compete with audio.

Note: Disabling hover sounds does not affect other read-aloud audio throughout PebbleGo. Students will still have the ability to click the sound icon everywhere it appears as they always have in PebbleGo.

Navigation Overview - PebbleGo

Simple, Consistent Navigation to Foster Independence in Your Learners



3. **High Quality:** The information and/or tools provided have merit in terms of accuracy, importance, and usefulness for students for early literacy grades pre-k-2 or English language literacy for students grades 3-12, and the subject material and/or tools fulfill academically rigorous standards and evidence-based methods.

PebbleGo Databases content contains all articles that are complete and written by the publisher and qualify as full text based on the intent of the article. All text is carefully leveled to be appropriate for the target audience, and the interface is intuitive and user friendly for young learners. Content is updated on a monthly basis or as needed to correct information of changes in current events. Capstone does not normally remove any content from our databases, unless the content becomes obsolete or is no longer factual true, for instances due to changes in Science, or perhaps a person's Biographies. In most cases, the content is updated, and articles are not removed.

4. **Readily Available.** These shared resources and/or tools must provide full-text documents or complete tools for age-appropriate content that is made available for all California public school students kindergarten through grade 12, even if the resources and/or tools are primarily appropriate for particular ages or groups of students.

As noted in number 3, PebbleGo Databases content contains all articles that are complete and written by the publisher and qualify as full text based on the intent of the article.





ONLINE EDUCATION AND IN-CLASS INSTRUCTION

Capstone digital products are available 24/7/365 via the Internet and on multiple devices. Capstone understands that educators are stressed and stretched in every possible way, and we want to help your educators.

HOW DOES PEBBLEGO HELP?

- Engage elementary students with content created for their specific needs and curriculum.
- Increase understanding, regardless of reading ability, with authentic read-aloud audio.
- Foster independence in young learners of all abilities with simple, consistent navigation.
- Teach foundational concepts such as applying critical thinking skills to online information, including source citation.
- Extend learning! Each article is supported by one or more of the following: video, map, timeline, questions for understanding, or Show What You Know first report template.
- Support dual language development and content knowledge simultaneously by easily switching between English and Spanish when you subscribe to both language modules.
- Bridge the digital divide by accessing articles anywhere, anytime, and on any device with internet access.
- Unleash students' creativity with an intuitive digital workspace to demonstrate learning and share their knowledge from PebbleGo!
- PebbleGo and PebbleGo Next English and Spanish offer close to 5000 articles.
- Schools need easy!
 - Easy to Discover!
 - Easy to Share!
 - Easy to Use!

OUR OBJECTIVE TO MEET GOAL

PEBBLEGO

- Improve independent research and learning experiences in a trusted and safe environment for Grades K-5.
- Provide distance learning ready materials for teachers and students to use both in and outside of the school building including:
 - 24/7 accessibility
 - Simultaneous, multi-user access
 - Natural read-aloud audio
 - Mobile Ready
- Find educationally appropriate content that teachers trust, and students enjoy.
- Match that content to what teachers need to teach.
- Share that content with students.
- Support students of all reading levels with natural read-aloud audio.
- Support dual language development and content knowledge simultaneously by easily switching between English and Spanish modules in PebbleGo.





5. **Complete and Self-Contained:** The resources proposed by the potential vendor must include all tools or components necessary for use without the need for districts, schools, classrooms or students or teachers to purchase additional components to complete assignments or projects.

PebbleGo is a complete and self-contained research module for grades PreK-2.

COPY LINK BUTTON

• After you login, you can see the URL for this PebbleGo article:
<https://www.pebblego.com/articles/88>

• If I copy that and send it to someone, they will still go to PebbleGo.com because they are not logged in.

• If I use the Copy Link button, that is an authenticated link that will take them to the article.

What is an Authenticated Link?

- It is an URL that has login credentials embedded in it.
- More technically, it is a URL plus an SWS ID.
 - An SWS ID is an ID specific to a school's account. If it is appended to the end of a URL, it will allow a user to automatically login without signing in. Every PebbleGo account has this option!

The diagram shows a URL with a plus sign and a school ID icon, followed by an equals sign and a starburst icon representing an authenticated link.

Why is this link important?

- The link allows the Librarian to connect with the rest of the school.
- Add content to the LMS, which allows educators to easily share links within any of their EdTech tools that are used in the classroom.
- Provides easy, one-click access to every PebbleGo article* without students needing to sign into PebbleGo.
*Note: articles that are in your purchased modules.
- Saves time creating links with a vastly simplified experience getting the direct links.
- Supports any learning scenario; remote, in person, or hybrid.

6. Focus and assistance with key concepts for early literacy grades pre-k-2 and/or literacy for students grades 3-12: Content and/or tools provided should be broad enough to supplement various literacy needs, including (but not limited to) in the following areas and concepts:

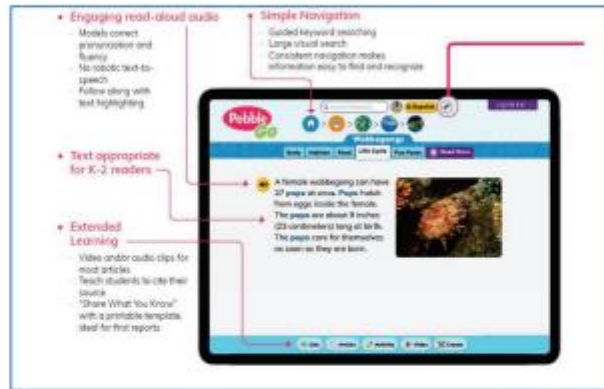
- a. Oral Language
- b. Narrative Skills
- c. Alphabet Knowledge
- d. Phonemic Awareness
- e. Phonics
- f. Phonological Memory
- g. Decoding
- h. Word Recognition
- i. Reading Fluency



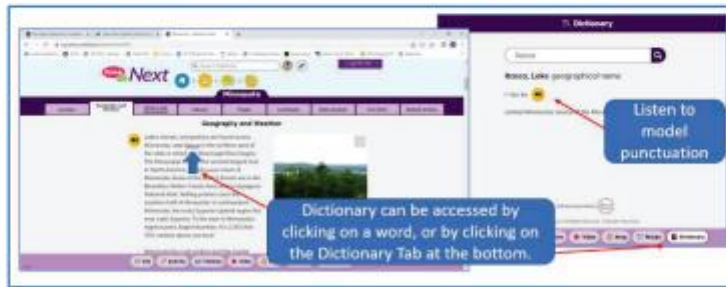


- j. Vocabulary
- k. Reading Comprehension
- l. Verbal Reasoning
- m. Print Motivation
- n. Print Awareness
- o. Writing

PebbleGo scaffolding with natural read-aloud audio and text highlighting address many of the requirements that support the literacy needs for our youngest learners.



Our dictionary feature allows for extending vocabulary and modeling punctuation for students.





CONTINUED MINIMUM QUALIFICATIONS: CONTENT QUALITY

b. Provide a description of how your resources align with the various California State Standards and other educational components such as frameworks, as well as the various California initiatives regarding early literacy (grades K-2) and/or English-language literacy for older grades (grades 3-12).

PebbleGo modules provide thousands of resources that all align to state and national standards.

Capstone Digital Products were designed to meet national and state curriculum standards. In addition, our databases support ISTE Standards for Student which include:

- Empowered Learners
- Digital Citizen
- Knowledge Constructor
- Creative Communicator

c. Provide a description of the quality of your resources, including but not limited to, primary sources, secondary sources, authors/editors, connection to evidence based educational tools, examples of educational uses to improve literacy, and references, if appropriate.

Our PebbleGo focuses on up-to-date, informative nonfiction with simple facts and realistic photos and reference images for K-2 elementary learners. The curriculum-connected, developmentally appropriate nonfiction captures the curiosity of young learners by providing realistic images and straightforward facts that can be decoded while learning to read. PebbleGo is intuitive, easy-to-use, accessible, and inclusive across formats, subjects, language, skill sets, and learning styles. PebbleGo is a favorite among librarians, teachers, and parents, offering a perfect combination of highly engaging topics kids want to read with valuable literacy supports educators want to use.

Content Maps

At the end of our proposal, we have provided the following attachments for you to review the full content of articles provided within each PebbleGo Module being proposed:

- Attachment A: Content Maps Animals





- **Attachment B: Content Maps Science**

d. Provide a description of the quantity of resources (i.e. number of entries, tools or tool components), including how the informational content or tools are of sufficient quantity or usefulness to be a worthwhile learning resource and investment for California schools and school-age children.

PebbleGo Quantity of Resources

- PebbleGo Animals provides 516 articles in both English and Spanish
- PebbleGo Science provides 289 articles in both English and Spanish

Capstone continues to add articles to modules at no additional cost to the customer. Articles are added to align with new standards and new relative information to the subject area.

e. Provide the steps you have taken to ensure your content and/or tools are culturally competent, inclusive, and comply with the California FAIR Education Act. (See definition of "culturally competent" and the information regarding the California FAIR Education Act in Part 2 Section B.14, pages 15-16)

Our Commitment to Diversity, Equity, Inclusion, & Belonging

Capstone is passionate about inclusivity, equity, and accessibility for the benefit of all children. As a creator of content for children, we embrace our responsibility to celebrate and share the diverse voices and perspectives of our readers and communities. That responsibility begins with a workplace that creates a welcoming and inclusive culture that strives for continuous learning and telling the story of all readers to all readers.

We are committed to finding opportunities where we can impact the greater good and support the belief that all human beings deserve equal rights, regardless of race, religion, gender, age, or sexual orientation. We know that the more diverse we are as a community, the more it lifts all of us up for a positive impact in the world.

We understand that some of the most important work we do is within our own company. Sharing our commitment publicly is a way to continue to hold ourselves accountable. We know this work is important, and we are willing to dig in and learn, grow, and take action. This commitment to diversity as a company comes with great responsibility to increase our outreach, to be accountable when we make mistakes, and continue to work to develop our understanding of the world around us. We are conscious of the need to uplift, support, and promote authentic voices of members of marginalized groups in our company and communities.

Examples of our work so far

- Engaged several expert consultants to intensively review hundreds of PebbleGo articles to ensure a more expansive perspective
- Developed a diversity internship program.
- Received a grant with the Minnesota State University, Mankato to provide diversity and inclusion sessions.
- Established a [scholarship program](#) in partnership with Scholarship America.
- Committed to hiring authentic voice authors and illustrators





f. How often are content entries or tools removed and added from your resource? How are users notified of these changes? Please describe.

Content is updated on a monthly basis or as needed to correct information such as current event changes. Capstone does not normally remove any content from our databases, unless the content becomes obsolete or is no longer factual true, for instance due to changes in Science, or perhaps a person's Biographies. In most cases, the content is updated, and articles are not removed.

Website Links and Credentials

Provide website links and credentials or other means of online access for up to 30 users, advisors, and staff to beta test the entirety of the potential vendor's proposed resources. This access should mirror a student's and/or educator's access as a general user of the resource and/or tools. Do not build a specialized link to a module, package, or presentation that is not part of the regular use of the resource(s).

Capstone has provided one login credential for each product proposed. All Users can access the links simultaneously and our product doesn't require separate user credentials.

TRIAL ACCOUNT USER CREDENTIALS

Sign in at: <https://www.pebblego.com/resources>
Or use the direct links below to access each trial.

Credentials – User Guide provided in Appendix A

PebbleGo- Animals & Animales

User ID:	RCSCATrial1	Password:	Reads
Admin:	RCSCATrial1admin	Password:	Readsadmin
Direct Link:	https://login.pebblego.com/?sqs=SQSYqgctmuz7FYu1KqSBCzgjA==		

Credentials – User Guide provided in Appendix A

PebbleGo- Science & Ciencia

User ID:	RCSCATrial2	Password:	Reads
Admin:	RCSCATrial2admin	Password:	Readsadmin
Direct Link:	https://login.pebblego.com/?sqs=SQSJ6klqAKff2MkRB7Jjvp3xw==		

CAPACITY GUIDELINES

PebbleGo and PebbleGo Next Databases are available over the Internet 24/7 as an annual site-based subscription for enrolled students through mobile devices (iPad, Android, Kindle Fire HD) and desktop computers.

We monitor our systems 24/7 for intrusions or unusual activity. We have several warning systems that alert us to an issue and can deal with incidents within minutes. PebbleGo has millions of users and we have never had specific downtime due to support issues.

SUPPORT FOR PROFESSIONAL DEVELOPMENT

Capstone does not just offer tutorials, we offer community! Capstone Community is brimming with resources for your educators and instruction!

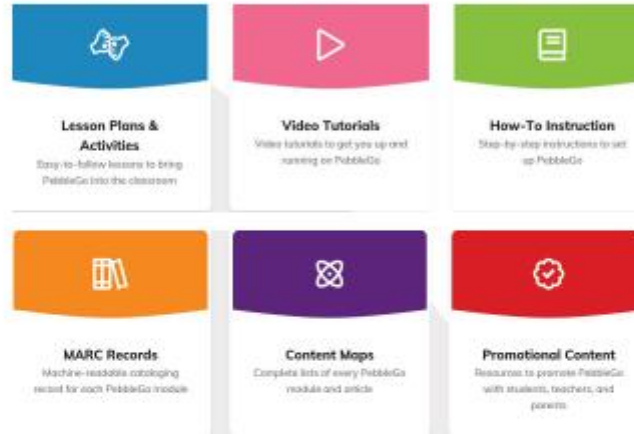




- Discover: blog posts and ideas from tom teacher-librarians, with great ideas for your school.
- Discuss: share ideas, get and give advice, interact with other educators.
- Enhance: Dozens of PebbleGo and PebbleGo Next Lesson plans and activities to enhance the student experience with the databases.

Educators' Resources

<https://www.pebblego.com/resources>



Capstone offers a variety of tutorials for educators and students and can be found on YouTube:

https://www.youtube.com/playlist?list=PLA-ZODgv_p6WRdD0kdgay1L14SD-O_VN

Service Approach

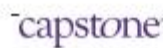
PROJECT DELIVERY

Our Customer Service Professionals team with your Account Manager will partner with you to ensure smooth and seamless onboarding of your subscriptions as well as continual focus on your specific needs.

CUSTOMER SUCCESS PLAN

A Customer Success Specialist will meet with you to discuss details such as billing, account data, access, training, communication and more. Learning about your systems, ideas and goals is key for a successful product launch. This team will help plan and organize the following to fit your needs:

- Integration Assistance for Districts/Schools





- Admin Training, Train-the-Trainer, and Educator Training
- Custom Webpage and Social Media Images
- Press Release
- Webinars
- Promotional Items- Conferences, Trainings
- Open communication and collaboration throughout the year.
- We are not limited to the list above- ideas are welcome.

The partnership between you, your Account Manager(s) and Customer Success builds a team of specialists that will help promote the use of this new content and support educators.

Potential Conflicts of Interest

Describe financial, business, or personal relationships between the vendor and any subcontractor or other third party that the vendor may propose to provide services or products in connection with any phase of service rendered, regardless of whether the intent would be for the third party to contract with the vendor or directly with the Superintendent. Describe also any existing relationships that vendor or any of its proposed subcontractors may have with the Superintendent or any of its officers' employees or agents, including, without limitation, any existing contracts.

a. Describe existing or potential conflicts of interests (within the meaning of the California Political Reform Act or California Government Code 1090) that the vendor or its leadership may have in relation to any phase of the services rendered.

As a company we use sub-processors to support the services we provide to districts: cloud service, work-for-hire contract, data services, etc. We do not subcontract the specific work of this contract. We are the publisher and copyright owner of all products being proposed.

Cost Proposal

State the proposed cost for providing the scope of services identified in the Scope of Work.

a. Provide a lump sum price outlining the cost for an annual contract for implementation, access to the proposed online content resources, and technical support, for all California K-12 students, teachers, staff, and student supporters like parents, guardians, and tutors, as described in this RFP. If multiple stand-alone platforms are offered, provide a cost structure for individual platforms as well as all platforms combined.

PLEASE SEE EXHIBIT A PRORATED FINAL QUOTE





b. If the cost proposal includes any cost escalations for each year past year one for a total of five years, please also include a cost proposal that does not have cost escalations.

Capstone is not including any cost escalations during the contract period of 5 years.

c. Response must include the potential vendor's proposed billing structure and schedule of values, including but not limited to early implementation for staff.

Implementation is included in our pricing; we would not have any additional costs for early implementation for staff. Implementation has been outlined in our proposal and is adaptable to the needs of the sites.

d. Costs as specified in this section shall be based upon the scope of services provided herein for one year (August 1 through July 31) and will be prorated for the first year based on when the contract is awarded. Please include an itemized cost breakdown of hard costs that cannot be prorated, such as implementation costs, separately from soft costs that can be prorated for a partial year like monthly licenses.

Capstone will comply with the prorations of the annual site license and will not charge any implementation costs.

e. Offers that include pricing for only a portion of California K-12 public school students, teachers, staff, and educational supporters such as parents, guardians, and tutors will not be considered.

Capstone products will be available for all students, teachers, staff, and educational supporters.

f. Cost as specified in this section shall be based upon the scope of services provided herein. It is understood that if the scope of services is increased and/or decreased, the cost as proposed will be adjusted upwards and/or downwards as appropriate.

Capstone understands this requirement.

Acknowledgement of Addenda

Capstone confirms receipt of RFP 2 – Addendum with Question and Answers provide on July 21, 2023.

Vendor Certifications

Vendor Certifications are provided in Attachments:

- Document_1-6_Certifications
- Document_7_CA_State Library Online Content Contracts_NDPA V1_07122023

Attachments

Including in our proposal:

- Trial Account
- Content Maps
- Financial Statements





Appendix A: Trial Account

Sign in at: <https://www.pebblego.com/resources>
Or use the direct links below to access each trial.

Credentials – User Guide provided in Appendix A

PebbleGo- Animals & Animales

User ID:	RCSCATrial1	Password:	Reads
Admin:	RCSCATrial1admin	Password:	Readsadmin
Direct Link:	https://login.pebblego.com/?sq=SQSYqqctmuz7FYu1Kq5BCtqjA==		

Credentials – User Guide provided in Appendix A

PebbleGo- Science & Ciencia

User ID:	RCSCATrial2	Password:	Reads
Admin:	RCSCATrial2admin	Password:	Readsadmin
Direct Link:	https://login.pebblego.com/?sq=SQSJ6kqAKff2MkRB7Jvp3xw==		

User Guide provided on the following pages.

** Rest of Page Intentionally Left Blank **

The next section of the RFP response, Pebble User Guide, has been removed



RFP Number 2022-23/10

Document 1
CERTIFICATION OF VENDOR QUALIFICATIONS AND NONDISCRIMINATION COMPLIANCE

THIS PAGE MUST BE SIGNED AND SUBMITTED WITH PROPOSAL

The undersigned vendor certifies that it is, at the time it submitted its proposal, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the contract documents. Vendor further certifies that its personnel are skilled and regularly engaged in the general class and type of work called for in the contract documents.

Vendor represents that its personnel are competent, knowledgeable and have special skills with respect to the nature, extent, and inherent conditions of the work to be performed. Vendor further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the work, which may create, during the work, unusual or peculiar unsafe conditions hazardous to persons and property.

Vendor certifies that it shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation, and bullying is also prohibited.

Vendor certifies that it shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act. Vendor certifies that the content and/or tools provided in the submitted proposal are ADA accessible, per the Web Content Accessibility Guidelines (WCAG) 2.1.⁵⁴

Furthermore, vendor hereby certifies to Superintendent that all representations, certifications and statements made vendor, as set forth in this proposal form, are true and correct and are made under penalty or perjury.

Signature of vendor

Connie Ruyter

Printed or typed name

Connie Ruyter

Title

Proposal Manager

Date

07/14/2023

⁵⁴ More information on these guidelines may be found at [Web Content Accessibility Guidelines \(WCAG\) 2.1 \(w3.org\)](https://www.w3.org/), and background regarding online educational content and accessibility in California public education may be found at [Accessibility Web Standards - Web Site Information \(CA Dept of Education\)](#).

RFP Number 2022-23/10

Document 2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED
DEBARMENT AND OTHER RESPONSIBILITY MATTERS

THIS PAGE MUST BE SIGNED AND SUBMITTED WITH PROPOSAL

Pursuant to Federal Regulations Title 34, Part 85 52.209-5, vendor certifies, to the best of its knowledge and belief, that vendor and/or any of its principals:

- A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
- B. Have not within the three-year period preceding this offer, been convicted of or had a civil judgement rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing in public (federal, state or local) contract or subcontract, violations of federal or state antitrust statutes relating to the submission of offers, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated above; and
- D. Have not within a three-year period preceding this offer had one or more contracts terminated for defaulted by any federal agency.

Signature of vendor

Connie Ruyter

Printed or typed name

Type text here

Connie Ruyter

Title

Proposal Manager

Date

07/14/2023

RFP Number 2022-23/10

Document 3
NON-COLLUSION AFFIDAVIT

THIS PAGE MUST BE SIGNED AND SUBMITTED WITH PROPOSAL.

The undersigned declares:

I am the Proposal Manager of Capstone, the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal.

The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from bidding. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 07/14/2023 [date], at North Mankato [city], Minnesota [state].

(P.C.C.7106)

Signature of vendor

Connie Ruyter

Printed or typed name

Connie Ruyter

Title

Proposal Manager

RFP Number 2022-23/10

Document 5
WORKERS' COMPENSATION CERTIFICATION

THIS PAGE MUST BE SIGNED AND SUBMITTED WITH PROPOSAL

I am aware of the provisions of Section 3700 of the Labor Code which requires every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature of vendor

Connie Ruyter

Printed or typed name

Connie Ruyter

Title

Proposal Manager

Date

07/14/2023

RFP Number 2022-23/10

Document 6
DRUG-FREE WORKPLACE CERTIFICATION

THIS PAGE MUST BE SIGNED AND SUBMITTED WITH PROPOSAL

This Drug-Free Workplace Certification form is required from all successful vendors pursuant to the requirements mandated by Government Code Sections 8350 et.al.seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must verify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provided that each contract or grant awarded by a state agency may be subjected to suspension of payment or termination of contract or grant, and vendor or grantee may be subject to debarment from future contacting, of the contracting agency determines that specified acts have occurred. Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a state agency shall certify that it will provide a drug-free workplace by doing all of the following:

- A. Publishing a statement notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition,
- B. Establishing a drug-free awareness program to inform employees about all the following:
 - 1. The dangers of drug abuse in the workplace
 - 2. The person's or organization's policy of maintaining a drug-free workplace;
 - 3. The availability of drug counseling, rehabilitation and employee assistance programs;
 - 4. The penalties that may be impose upon employees for drug abuse violations;
- C. Requiring that each employee engaged in the performance of the contracts or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract of grant, the employee to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement.

I also understand that if the Superintendent determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et.al seq.

I acknowledge that I am aware of the provisions of Government Code Section 83590 et.al.seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace act of 1990.

Signature of vendor

Connie Ruyter

Page 41 of 43

RFP Number 2022-23/10

Printed or typed name

Connie Ruyter

Title

Proposal Manager

Date

07/14/2023

EXHIBIT A

RFP 2022-23/10 Final Quote

Capstone Quote for PebbleGo Science and eBooks

Database Package	Annual Subscription	PebbleGo Science with Free eBook bundle Includes English and Spanish
Year One	Prorated: 12/1/2023 - 07/31/24	\$500,000.00
Note: Annual Rate of \$750,000.00 is prorated for 8 months, with contract start date on 12/1/2023		
Year Two	8/1/2024 - 07/31/25	\$750,000.00
Year Three	8/1/2025 - 07/31/26	\$750,000.00
Year Four	8/1/2026 - 07/31/27	\$750,000.00
Year Five	8/1/2027 - 07/31/28	\$750,000.00
Additional Fee for Implementation		\$0.00
		\$3,500,000.00

Quote for PebbleGo Science in English and Spanish for Grades PreK-2 with 50 Free eBooks: Includes 50 Capstone Interactive Science Titles with 25 in English, 25 in Spanish.
 Note: Capstone will prorate based on actual date of implementation, above is just an example based on an 8/1/2023 Implementation Date.

Cost Details:

- a. Capstone has provided a lump sum outlining the annual cost for implementation.
- b. Cost Proposal has no escalation during the five-year contract.
- c. Implementation if included in our pricing, we would not have any additional costs for early implementation for staff. Implementation has been outlined in our proposal and is adaptable to the needs of the sites.
- d. Capstone will comply with the prorations of the annual site license and will not charge for any implementation costs.
- e. Capstone products will be available for all students, teachers, staff, and educational supporters.



Response to K-12 Online Resource
 Early Literacy for Grades PreK-2