

**FIRST AMENDMENT TO SOFTWARE AGREEMENT  
BETWEEN FOLLETT SCHOOL SOLUTIONS, LLC. AND POUDRE SCHOOL  
DISTRICT R-1**

This First Amendment (“Amendment”) is entered into this 17<sup>th</sup> day of October 2023, is attached to and forms part of the Software Agreement between Poudre School District R-1 (the “District”) and Follett School Solutions, LLC. (the “Contractor”) executed May 5, 2023 (“Agreement”), hereby attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Contract by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the First Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.

2. **Term of Agreement.**

At the conclusion of the term dated July 1, 2023, as outlined in section 1.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on July 01, 2023, through June 30, 2024.

3. **Amended Responsibilities.**

3.1. Exhibit A is deleted hereby in its entirety.

3.2. Replace Exhibit A with Contractor’s Data Elements Used in Follett’s Destiny Software, hereby attached to this First Amendment and made part of the Agreement.

3.3. Within section 13.1, delete the language which has a strikethrough and replace with the following language which is underlined:

**No Assignment.** The Contractor shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the District, which consent may not be unreasonably withheld. Notwithstanding the foregoing, the Contract may assign this Agreement, without such consent, to (i) an affiliate or (ii) an acquirer of all or substantially all of Contractor’s assets or business to which this Agreement pertains, whether by merger, reorganization, sale or otherwise. for any reason or no reason as determined by the District in its sole discretion.

4. **Special Provisions.**

4.1. **Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement between the District and Contractor shall remain unchanged and in full force and effect.

5. **General Provisions.**

5.1. **Entire Agreement.** The original Agreement and this First Amendment constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.

5.2. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes.

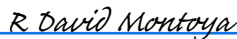
IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.

FOLLETT SCHOOL SOLUTIONS, LLC.

POUDRE SCHOOL DISTRICT R-1

By: \_\_\_\_\_

Christine Mills  
Sr. Manager, Booking Services

By: \_\_\_\_\_  
R David Montoya (Oct 31, 2023 15:28 MDT)

R. David Montoya  
Executive Director of Finance

By: \_\_\_\_\_  
John Passantino (Oct 31, 2023 12:50 MDT)

~~Kate Canine~~ John Passantino  
~~Director of Teaching and Learning~~  
Director Curriculum and Instruction

# Exhibit A



## **DATA ELEMENTS USED IN FOLLETT'S DESTINY SOFTWARE**

Follett School Solutions, LLC's Destiny™ software platform collects meta data including users' interaction with the application and IP addresses, and may request that users input some or all of the following information solely in order for Follett to perform the Services:

### **Personal and Demographic Information**

Last name  
First name  
Middle name  
Nickname  
District ID (identifier from district to identify student)  
Gender  
Race/Ethnicity  
Birthdate  
Graduation Year  
Home Address  
Home Phone  
Email address (up to 5 – could include parent email)  
Mailing address (up to 2)  
Student photo/image  
Parent/Guardian name, address, phone number, and email

### **Enrollment information**

Grade level  
Homeroom teacher  
Destiny could include class schedules for students (optional)

### **Student work**

Reviews on library resources (entered by students)  
Collections (curated lists of materials created by students – could contain links to documents created by students)

### **Other**

Destiny contains information on reading history/checkout history of student and fine transaction history  
Student barcode (identifier at school for library)  
Patron type (used to define borrowing loan policies for library materials)  
Access level (used to define rights to functionality in Destiny)  
Patron status (used to indicate status related to being able to borrow from libraries)  
Card expiration date  
Username  
Password

1. What is the purpose for collecting student personally identifiable data?

This data is only used to support access to digital resources (purchased by the district) to students, and report usage of those resources to the authorized staff (librarian/teacher). All student information (including notes/highlights and usage history) is removed from the system when the students are removed from the system by authorized staff. Follett has signed the Student Privacy



Pledge and information is used for no other purposes.

The data for our digital platform is stored in our co-location secured data center. Access is limited to designated administrators. Access controls and logical segmentation are used to keep data and access separated from other customers.

As described above, other third-party vendor digital platforms can be integrated with the Follett solution to provide access to resources from multiple vendors from one user interface (to simplify discovery for students and simplify administration for staff).

2. What third-parties does the vendor share information in any format?
  - a. This includes storage and vendors receiving encrypted data.

Follett does not share information with third-party vendors unless specifically requested by the district. The district can choose to integrate the digital platform with digital resources from other third-party vendors (such as OverDrive or Mackin) to support access to digital resources from multiple vendors in one user interface. If the district chooses to integrate with other third parties, the same data is shared with those vendors to support usage of the resources from those vendors. This integration is not supported by default and must be chosen/configured by the district before any information is shared with the third parties.

3. What is the purpose of these third-party vendors?

As described above, other third-party vendor digital platforms can be integrated with the Follett solution to provide access to resources from multiple vendors from one user interface (to simplify discovery for students and simplify administration for staff). The co-location data center provides technology support for the platform.

**SOFTWARE SERVICES AGREEMENT  
BETWEEN FOLLETT SCHOOL SOLUTIONS, LLC.  
AND POUFRE SCHOOL DISTRICT R-1**

This Software Services Agreement (“Agreement”) is entered into this 5<sup>th</sup> day of May 2022, by and between Poudre School District R-1 (“District”) and Follett School Solutions, LLC. (“Contractor”). The District and the Contractor are collectively referenced herein as the “parties.” Now, therefore, in consideration of the mutual agreements set forth herein, the District and the Contractor agree as follows:

**1. Term of Agreement.**

1.1. This Agreement shall commence on July 1, 2022 and continue through and including June 30, 2023, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, upon a written mutually agreed upon addendum to the Contractor for each one-year term.

**2. Deliverables and Purchase Price.**

2.1. The Contractor shall make its eBook platform, Destiny Discovery available for use in the District’s Schools, in accordance with the scope of work set forth in the attached Exhibit A (hereinafter the “Services”).

2.2. The Contractor grants the District a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit authorized users to access and use the Services solely in the United States during the term of the Agreement.

2.3. The District shall access and use the Services solely for non-commercial instructional and administrative purposes within the District. Further, the District shall not, except as expressly authorized or directed by the Contractor: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Services, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer Services or otherwise use the Services to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Service; (d) rent, lease or lend the Services or use the Services for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Service; or (f) permit any authorized user or third party to do any of the foregoing. The district also agrees that any works created in violation of this section 2.3 are derivative works, and, as such, the District agrees to assign, and hereby assigns, all right, title and interest therein to the Contractor.

2.4. The District understands and agrees that its students’ access to and use of the Contractor’s system under this Agreement requires that it disclose confidential student records and information, as that term is defined below, to the Contractor. The Contractor understands and agrees that if it fails to comply with any of the requirements under sections 4, 5, 6 or 7 below at any time during or after the term of this Agreement the District may, as applicable, terminate the Agreement and/or disqualify the Contractor from future agreements with the District.

### 3. **Definitions.**

3.1. As used in this Agreement, “personally identifiable information” is defined as information (including metadata) that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student’s name; (b) the name of the student’s parent or other family members; (c) the address or phone number of the student or student’s family; (d) personal identifiers such as the student’s social security number, student number or biometric record; and (e) indirect identifiers such as the student’s date of birth, place of birth or mother’s maiden name.

3.2. As used in this Agreement, “education records” is defined as records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as the Contractor.

3.3. As used in this Agreement, “confidential student records and information” is defined as education records and personally identifiable information concerning District students, including but not limited to confidential student records and information disclosed to, collected by and/or generated by the Contractor. Confidential student records and information does not include “de-identified confidential student records and information,” as defined in section 3.5 below.

3.4. As used in this Agreement, “collect” is defined as the gathering of data and other information by any means, including but not limited to the use of logs, cookies, tracking pixels, etc.

3.5. As used in this Agreement, “de-identified confidential student records and information” is defined as confidential student records and information from which all personally identifiable information, and the ability to determine any personally identifiable information, is removed.

3.6. As used in this Agreement, “securely destroy” is defined as removing confidential student records and information from the Contractor’s systems, paper files, hard-copy and electronic records, databases and any other media regardless of format, in accordance with the standard detailed in the National Institute of Standards and Technology (“NIST”) SP 800-88 Guidelines for Media Sanitization, so that the confidential student records and information are permanently irretrievable in the Contractor’s normal course of business.

3.7. As used in this Agreement, “eligible student” is defined as a student who is at least 18 years of age or who is legally emancipated.

4. **Ownership of Confidential Student Records and Information.** All confidential student records and information shall remain the exclusive property of the District and all rights, title and interest in the confidential student records and information, including but not limited to intellectual property rights in the confidential student records and information, belong to and are retained solely by the District. The District hereby grants to the Contractor a limited, nonexclusive license to access, view, collect, generate and use confidential student

records and information solely for the purpose of performing its obligations under this Agreement.

5. **Security of Confidential Student Records and Information.**

5.1. The Contractor shall store and process confidential student records and information in accordance with commercial best practices, including implementing appropriate administrative, physical and technical safeguards that are no less rigorous than those outlined in CIS Top 20 Security Controls, as amended, to secure such confidential student records and information from unauthorized access, disclosure, alteration and use. The Contractor shall ensure that all such safeguards, including the manner in which confidential student records and information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including but not limited to Colorado's Student Data Transparency and Security Act, C.R.S. §§ 22-16-101 to -112. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, the Contractor warrants that all electronic confidential student records and information will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

5.2. The Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. The Contractor shall promptly notify the District in the event of: (a) any security or privacy breach concerning confidential student records and information; and/or (b) any use or disclosure of student personally identifiable information not authorized under this Agreement.

6. **Use of Confidential Student Records and Information.**

6.1. Under the Contract, Contractor may access, view, collect, generate and/or use confidential student records and information only under the following terms and conditions: (a) Contractor shall not disclose confidential student records and information, in whole or in part, to any other party; (b) Contractor shall not use any confidential student records or information to advertise or market to students or their parents/guardians; (c) Contractor shall access, view, collect, generate and use confidential student records and information only to the extent necessary to perform its obligations under the Contract; and (d) at the conclusion of the term of the Contract Contractor shall, as directed by the District, either securely destroy all confidential student records and information in its possession, custody or control, or return such confidential student records and information to the District.

6.2. Contractor may use de-identified confidential student records and information for purposes of research, the improvement of its products and services, and/or the development of new products and services. In no event shall Contractor re-identify or attempt to re-identify any de-identified confidential student records and information.

6.3. Contractor shall promptly furnish to the District upon request all confidential student records and information collected and/or generated by Contractor and not in the District's possession. Such requests may include but shall not be limited to those made in order to respond to parent/guardian and eligible student requests to inspect and review education



records as authorized under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“FERPA”) and/or under the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 to -206 (“CORA”). The District, not Contractor, shall respond to all parent/guardian and eligible student requests to inspect and review records, data and other information.

7. **School Service Contract Provider.** If Contractor is a “school service contract provider” under the Colorado Student Data Transparency and Security Act (the “Act”), the Agreement is amended to add the language in this section 7. Under the Act, a “school service contract provider” is defined as an entity (other than the Colorado Department of Education, a K-12 public education entity or an institution of higher education) that enters into a formal, negotiated contract with the District to provide a “school service.” Under the Act, a “school service” is defined as an Internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in a preschool, elementary school or secondary school; (b) is used at the direction of District teachers or other District employees; and (c) collects, maintains or uses confidential student records and information.

7.1. As a school service contract provider under the Act, the Contractor has provided the following information the attached Exhibit A: (a) the data elements of confidential student records and information that Contractor collects under the Agreement, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Contractor collects the confidential student records and information; and (c) how the Contractor uses and shares the confidential student records and information. Contractor shall update this information as necessary to maintain accuracy.

7.2. Contractor shall facilitate the District’s access to and correction of any factually inaccurate confidential student records and information as required in response to correction requests from parents/guardians and eligible students.

8. **Remedies.** If Contractor fails to comply with any of the foregoing requirements in sections 4, 5, 6 or 7 at any time during or after the term of the Agreement the District may, as applicable, terminate the Agreement and/or disqualify Contractor from future contracts and subcontracts with the District.

9. **Notices and Communications.** All notices and communications required or permitted under this Agreement shall be in writing and shall be: (a) sent via certified mail, return receipt requested and postage prepaid, to the address of the other party set forth below; or (b) sent via e-mail to the other party via the e-mail address set forth below.

Poudre School District R-1  
Attn: Tracy Stibitz  
2407 LaPorte Avenue  
Fort Collins, CO 80521  
E-mail: [tstibitz@psdschools.org](mailto:tstibitz@psdschools.org)

Follett School Solutions, LLC.  
Attn: Andy Jensen  
3 Westbrook Corporate Center,  
Suite 200  
Westchester, IL 60154  
E-Mail: [ajensen@follett.com](mailto:ajensen@follett.com)

10. **Insurance.** Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. The District's receipt of a Certificate of Insurance from the Contractor with limits and or coverages that do not meet the requirements does not waive the requirements and the Contractor shall still be responsible for the limits and coverages stated in this Agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Contractor shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be addressed to:

Poudre School District  
Attention: Risk Management  
2407 Laporte Ave  
Ft. Collins, CO 80521  
Email Certificate to: COI@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 10 shall not reduce the indemnification liability that Contractor has assumed in section 11.

### **Commercial General Liability**

#### **Minimum Limits**

- |  |             |
|--|-------------|
| a. Each Occurrence Bodily Injury & Property Damage   | \$2,000,000 |
| b. General Aggregate   | \$3,000,000 |
| c. Products/Completed Operations Aggregate   | \$2,000,000 |
| d. Personal/Advertising Injury   | \$2,000,000 |
| e. Coverage must be written on an "occurrence" basis.  |             |
| f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement. |             |

### **Technology Errors and Omissions Liability (Professional Liability, including Network Security and Privacy Liability)**

#### **Minimum Limits**

- |             |             |
|-------------|-------------|
| a. Per Loss | \$1,000,000 |
|-------------|-------------|

- b. Aggregate \$3,000,000
- c. Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Contractor shall maintain continuous coverage, as required by the Agreement, for this period.

The insurance shall provide coverage for:

- a. Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Contractor's services including denial of service, unless caused by a mechanical or electrical failure.
- c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

11. **Indemnification.** The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, third party claims, grievance, or proceeding, including all attorneys' fees, costs and expenses, incurred as a result of any negligent or intentional act or omission by Contractor, or its employees, agents, Subcontractors, or assignees related to the terms of this Agreement and any Services provided under this Agreement.

12. **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the District of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Constitution or Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as now or hereafter amended.

13. **General Provisions.**

13.1. **No Assignment.** The Contractor shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the District, which consent may be withheld for any reason or no reason as determined by the District in its sole discretion.

13.2. **No Waiver.** The parties agree that no assent or waiver, express or implied, to any breach of any one or more of the covenants of this Agreement shall be construed as or deemed to be an assent to or a waiver of any subsequent breach.

13.3. **Amendment or Modification.** No amendment or modification of this Agreement shall be valid unless set forth in writing and executed by the District and the Contractor through written amendments to the Agreement, in the same manner and with the same formality as was done for this Agreement

13.4. **Conflict of Terms.** In the event of any conflict of terms found between this Agreement, any incorporated exhibits, any other terms and conditions, end user license agreements or privacy policies, the terms of this Agreement shall prevail.

13.5. **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the District as provided herein in the event of such failure to perform or to comply by the Contractor.

13.6. **Governing Law and Venue.** All issues regarding the formation, performance and/or legal enforcement of the Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the Contract shall be in Larimer County, Colorado.

13.7. **No Third-Party Beneficiary.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Contractor. It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.

13.8. **Binding Arbitration Prohibited.** The District does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary is null and void.

13.9. **Attorney Fees and Costs.** In the event it becomes necessary for either party to institute litigation to enforce any provision of this Agreement, the substantially prevailing party in such litigation shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.

13.10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

13.11. **Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.

13.12. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.

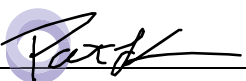
13.13. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.

13.14. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

IN WITNESS WHEREOF, the District and the Contractor have signed this Agreement as of the date first set forth above.

FOLLETT SCHOOL SOLUTIONS, LLC.

POUDRE SCHOOL DISTRICT R-1

By: \_\_\_\_\_

Patrick F. Sullivan  
Finance Compliance Manager

By: \_\_\_\_\_

R. David Montoya  
Executive Director of Finance

By: \_\_\_\_\_

Kate Canine  
Director of Professional Development

# Exhibit A



**Follett School Solutions, Inc.**  
1340 Ridgeview Drive  
McHenry, Illinois 60050  
Phone: 888.511.5114  
Fax: 800.852.5458  
[www.follettlearning.com](http://www.follettlearning.com)

May 17, 2017

Poudre School District R1  
4901 Corbett Dr  
Fort Collins, CO 80528

Quote# 974769-1  
Customer# 0531258

Following, please find your requested proposal. These prices are valid until **June 23, 2017** after which they are subject to change by Follett School Solutions, Inc.

### About Follett

Follett School Solutions, Inc. (FSS) is a Follett Corporation company. For 144 years, Follett has served as the trusted partner in education for students and educators at all levels of learning. Today, we work with more than 70,000 early childhood, primary and secondary schools, and on more than 1,250 college campuses. Follett solutions reach more than 45,000,000 students in 152 countries.

Follett Corporation is a national firm headquartered in Westchester, Illinois. Originally founded in 1873 as a used bookstore in Wheaton, IL, Follett has grown to be a \$3.6 billion privately held company. In 2014, Follett's PreK-12 businesses became one legal entity under the name Follett School Solutions, Inc. in order to simplify the customer experience and enhance Follett's offers by integrating content, technology and services that were previously offered by three separate businesses (Follett Educational Services, Follett Library Resources, and Follett Software Company).

We are the largest provider of educational materials and technology solutions to PreK-12 libraries, classrooms, learning centers and school districts in the United States, and a major supplier to educational institutions worldwide. We are one of the leading providers of integrated educational technology for the management of physical and digital assets; the tracking, storing and analyzing of academic data; and digital learning environment tools for the classroom focusing on student achievement.

Follett Corporation currently employs more than 10,000 talented and dedicated associates, with FSS consisting of 1,300 professionals.

We strive to create valuable products for our customers by anticipating their needs, delivering excellent service, and providing innovative solutions. We are committed to achievement, accountability, and access to opportunity for every learner, every school day.

1. Detailed specific description of the product. It should not include wording such as “most used” or “used by x amount of schools”, it should be specific to the product only and no sales.

Follett’s Destiny Discover is a free hosted eBook platform. Schools purchase eBooks and other digital content like databases or downloadable digital audiobooks from Follett and all of this content resides on Destiny Discover. Destiny Discover allows patrons to read, download or check out these materials. All of the content is hosted on Follett’s servers and can be accessed 24/7.

2. Provide a full price quote broken out for the full length of the requested time of use.

There is no cost for Destiny Discover as a hosted site for Follett e-content. Some third party e-content can also be loaded onto Destiny Discover. If PSD eventually wanted to load MARC records for books and other print resources onto Destiny Library Manager, that would require a paid contract, but this eBook hosting service is free.

### Summary of Software and Services: Year 1 Costs Pricing

**Price      \$0.00**

#### Digital Content Solutions

- Destiny Discover District Manager (District) for 55 location(s) \$0.00

### Annual Licensing and Maintenance Costs Until Ending Term of December 31, 2030

#### Digital Content Solutions

- Destiny Discover District Manager (District) for 55 location(s) \$0.00

**Total Annual Licensing and Maintenance Costs:      \$0.00**

3. What student personally identifiable information (data) is collected through the use of the system?
  - a. List all PII that is collected, maintained, generated, or inferred through use of service. This includes information created or collected by the company.

Follett School Solutions, Inc.	<ul style="list-style-type: none"> <li>▪ Student First Name</li> <li>▪ Student Last Name</li> <li>▪ Student ID number</li> <li>▪ Student Username</li> <li>▪ Student notes/highlights</li> <li>▪ Student usage history</li> </ul>	Web-based eBook and audiobook management system to support independent reading/research and learning in the classroom
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4. What is the purpose for collecting student personally identifiable data?

This data is only used to support access to digital resources (purchased by the district) to students, and report usage of those resources to the authorized staff (librarian/teacher). All student information (including notes/highlights and usage history) is removed from the system when the students are removed from the system by authorized staff. Follett has signed the Student Privacy Pledge and information is used for no other purposes.

The data for our digital platform is stored in our co-location secured data center. Access is limited to designated administrators. Access controls and logical segmentation are used to keep data and access separated from other customers.

As described above, other third-party vendor digital platforms can be integrated with the Follett solution to provide access to resources from multiple vendors from one user interface (to simplify discovery for students and simplify administration for staff).

5. What third-parties does the vendor share information in any format?

- a. This includes storage and vendors receiving encrypted data.

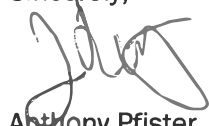
Follett does not share information with third-party vendors unless specifically requested by the district. The district can choose to integrate the digital platform with digital resources from other third-party vendors (such as OverDrive or Mackin) to support access to digital resources from multiple vendors in one user interface. If the district chooses to integrate with other third parties, the same data is shared with those vendors to support usage of the resources from those vendors. This integration is not supported by default and must be chosen/configured by the district before any information is shared with the third parties.

6. What is the purpose of these third-party vendors?

As described above, other third-party vendor digital platforms can be integrated with the Follett solution to provide access to resources from multiple vendors from one user interface (to simplify discovery for students and simplify administration for staff). The co-location data center provides technology support for the platform.

Thank you for your proposal request. If you have any questions pertaining to this proposal, please feel free to contact your sales consultant.

Sincerely,



Anthony Pfister  
Vice President Sales Strategies and Operations

**Note: Poudre School District does not use or permit sharing of third party information at this time under this contract.**