



RENEWAL QUOTE

Page	1
Quote#	7843102
Issue Date	01/27/2025
Expiration Date	09/30/2025
Customer#	1627225
Customer	BOONE CO SCH DIST

BOONE CO SCH DIST
8330 US HWY 42
FLORENCE KY 41042

Quote Summary		Payable in USD
Quote Total		\$33,348.96
Applicable taxes are NOT included Service Expiration Dates are displayed at each line item below		

Mail Purchase Order with Quote or include Quote number on Purchase Order

Mail Payment (Check)
Follett Software, LLC
91826 Collection Center Dr
Chicago, IL 60693-0918

Follett Software, LLC.
1340 Ridgeview Drive
McHenry, IL 60050 USA
Email: FSSorders@follettsoftware.com

Quote Details

Item Number / Description		Renewal Months	Current Expiration Date	New Expiration Date	Amount
A M YEALEY ELEM SCH - 1627290					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,141.92
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$200.04
Site Total					\$1,341.96
BALLYSHANNON MDL SCH - 1602493					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,141.92
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$200.04
Site Total					\$1,341.96
BOONE CO HIGH SCH - 1627210					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,141.92
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$200.04
Site Total					\$1,341.96
BURLINGTON ELEM SCH - 1600065					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,141.92
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$200.04
Site Total					\$1,341.96
CAMP ERNST MDL SCH - 1601759					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,141.92
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$200.04
Site Total					\$1,341.96
CHARLES H KELLY SCH - 1601326					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,141.92
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$200.04

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Item Number / Description		Renewal Months	Current Expiration Date	New Expiration Date	Amount
CHESTER GOODRIDGE ELEM SCH - 1600066				Site Total	\$1,341.96
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,141.92
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$200.04
				Site Total	\$1,341.96
CONNER MDL SCH - 1600067					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,141.92
				Site Total	\$1,141.92
CONNER SR HIGH SCH - 1635630					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,141.92
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$200.04
				Site Total	\$1,341.96
COOPER HIGH SCH - 1601798					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,141.92
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$200.04
				Site Total	\$1,341.96
ERPENBECK ELEM SCH - 1601649					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,141.92
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$200.04
				Site Total	\$1,341.96
FLORENCE ELEM SCH - 1627226					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,141.92
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$200.04
				Site Total	\$1,341.96
GRAY MDL SCH - 1601517					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,141.92
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$200.04
				Site Total	\$1,341.96
HILLARD COLLINS ELEM SCH - 1627230					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,141.92
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$200.04
				Site Total	\$1,341.96
LONGBRANCH ELEM SCH - 1601828					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,141.92
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$200.04
				Site Total	\$1,341.96
NEW HAVEN ELEM SCH - 1692685					

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Item Number / Description		Renewal Months	Current Expiration Date	New Expiration Date	Amount
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,141.92
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$200.04
Site Total					\$1,341.96
NORTH POINTE SCH - 1601710					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,141.92
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$200.04
Site Total					\$1,341.96
OCKERMAN ELEM SCH - 1627260					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,141.92
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$200.04
Site Total					\$1,341.96
OCKERMAN MDL SCH - 1600068					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,141.92
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$200.04
Site Total					\$1,341.96
RECTOR A JONES MDL SCH - 1601218					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,141.92
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$200.04
Site Total					\$1,341.96
RYLE HIGH SCH - 1601444					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,141.92
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$200.04
Site Total					\$1,341.96
SHIRLEY MANN ELEM SCH - 1601758					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,141.92
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$200.04
Site Total					\$1,341.96
STEEPLECHASE ELEM SCH - 1602528					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,141.92
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$200.04
Site Total					\$1,341.96
STEPHENS ELEM SCH - 1627221					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2025	08/31/2026	\$1,141.92
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2025	08/31/2026	\$200.04
Site Total					\$1,341.96
THORNWILDE ELEM SCH - 1602200					

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Site Total				\$1,341.96

End of Quote

If you have questions, please contact our Customer Service Team at 800.323.3397, Options 1 or email softwarecs@follettsoftware.com.

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Proposal
BOONE CO SCH DIST
Quote #Q-60052
Customer #1627225
April 29, 2025

The prices and terms in this Agreement are confidential. They will be held open and valid until July 28, 2025.

All pricing is listed in United States dollars.

Shipping Charges are calculated by weight. Actual shipping charges will be calculated at the time of shipping and will be included on your invoice.

Payment terms Net 30 Days from invoice.

Purchase Order must include the following information:

Follett Software, LLC.
1340 Ridgeview Drive
McHenry, IL 60050 USA
Email: <mailto:FSSorders@follettsoftware.com>

<i>Year 1 Subscriptions</i>	Quantity	Net Total
TITLEPEEK ONLINE SERVICE - DESTINY DISTRICT	1	\$200.00

Net Total	\$200.00
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Destiny End User Agreement

This End User Agreement outlines policies regarding your usage of this software (the “Product”). A reference to “Follett”, “we”, “us”, or the “Company” is a reference to Follett School Solutions, LLC.

This Product is licensed to an educational institution (our “Customer”) that you either are employed by or that you attend. You may also be accessing the Product as an anonymous guest.

Regardless of whether you access this product as a licensed user or as a guest, your usage of the Product is subject to the licensing terms found at <http://www.follettsoftware.com/files/fsc/file/cms/DestinyLicense.pdf>, as they may be amended from time to time, and the End User Agreement terms found herein, as they may be amended from time to time. Follett reserves the right to change these terms with or without notice and by accessing the Product, you agree to these terms of use as may be amended.

You may not remove any copyright, trademark or other intellectual property rights notices from the Product, including from any reports or data generated by the Product. You may not reverse engineer, decompile, disassemble, or in any way modify the Product or any portion thereof without prior written consent of Follett. Any modifications you make to the Product will remain the property of Follett and/or its licensor(s). If you are accessing this Product via Customer license, our Customer determines the level of access you have in the Product, the configuration of the product and the data that is retained in the Product, and your usage of the Product is further subject to any terms agreed upon between Follett and such Customer.

The Customer may also choose to integrate the Product with third parties to support access to other resources (digital content from a third party or other cloud-based services). When applications are provided by us and the application links to this End User Agreement, this End User Agreement applies. When applications are provided by third parties, the terms and privacy statement of the third party applies and this End User Agreement does not apply.

The Product may also contain links to other websites, applications and services maintained by third parties. The information practices of such other services are governed by third parties’ privacy statements, which we encourage you to review to better understand those third parties’ privacy practices.

This End User Agreement does not apply to Follett websites used to support the Product or to provide other Follett goods and services to our customers. Please refer to <https://www.follettlearning.com/privacy-policy> for Follett privacy policies for those other websites and services.

If you use and interact with this Product, we automatically collect, and you authorize such collection of, log files and other information about your device and your usage of our websites through cookies, web beacons or similar technologies, such as Internet Protocol (IP) addresses or other identifiers, which may qualify as Personal Data. If you believe that your Personal Data has been provided to us improperly, or to otherwise exercise your rights relating to your Personal Data, please contact your educational institution.

We use common information-gathering tools, such as log files, cookies, web beacons and similar technologies to automatically collect information that may contain Personal Data from your computer or mobile device as you navigate our websites or interact with emails we have sent to

you.

As is true of most web-based products, we gather certain information automatically via log files. This information may include your IP address (or proxy server), device and application identification numbers, your location, your browser type, your Internet service provider and/or mobile carrier, the pages and files you viewed, your searches, your operating system and system configuration information and date/time stamps associated with your usage. This information is used to analyze overall trends, to help us provide and improve our products and to guarantee their security and continued proper functioning. We also collect IP addresses from users when they log into our services as part of our security features.

We use cookies and similar technologies such as web beacons, tags and JavaScript alone or in conjunction with cookies to compile information about the usage of our Product.

When you use our Product, we or an authorized third party may place a cookie on your browser, which cookie collects information, including Personal Data, about your online activities over time and across different sites. Cookies allow us to track overall usage, determine your browsing preferences and improve and customize your browsing experience.

We use both session-based and persistent cookies. Session-based cookies exist only during one session and disappear from your computer when you close your browser or turn off your computer. Persistent cookies remain on your computer or device after you close your browser or turn off your computer. You can control the use of cookies at the individual browser level, but choosing to disable cookies may limit your use of certain features or functions on our websites and services.

The following describes how we use different categories of cookies and similar technologies and your options for managing the data collection settings of these technologies:

Type of Cookies	Description	Managing Settings
Required cookies	Required cookies enable you to navigate our websites and use their features, such as accessing secure areas of the websites. If you have chosen to identify yourself to us, we may place on your browser a cookie that allows us to uniquely identify you when you are logged into the websites and to process your online transactions and requests.	Because required cookies are essential to operate the websites, there is no option to opt out of these cookies.
Functional cookies	Functional cookies allow us to remember information you have entered or choices you make (such as your username, language and region) and provide enhanced, personalized features. Functional cookies may also be used to improve how our websites function and to help us provide you with more relevant communications, including marketing	You can manage the placement of functional cookies on your browser via your individual browser settings. Note that opting out of functional cookies may impact the functionality of our websites and degrade your user experience. To opt out from data collection by Google Analytics, you can

	<p>communications. These cookies collect information about how our websites are used, including which pages are viewed most often. We may use our own technology or third-party technology to track and analyze usage information to provide enhanced interactions and more relevant communications, and to track the performance of our advertisements.</p> <p>In particular, we use Google Analytics ("Google Analytics"), a web analytics service provided by Google, Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA. Google Analytics uses cookies to help us analyze how our websites are used, including the number of visitors, the websites from which visitors have navigated to our websites, and the pages on our websites to which visitors navigate. This information is used by us to improve our websites.</p> <p>Follett may also utilize HTML5 local storage for the above-mentioned purposes. These technologies differ from browser cookies in the amount and type of data they store, and how they store it.</p>	<p>download and install a browser add-on, which is available here. To learn how to control functional cookies via your individual browser settings, click here.</p>
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Our Product may use social media features, such as the Facebook “Like” button, the Twitter “Tweet” button and other sharing widgets (“Social Media Features”). You may be given the option by such Social Media Features to post information about your activities on a website to a profile page of yours that is provided by a third party social media network in order to share with others within your network. Social Media Features are either hosted by the respective social media network or hosted directly on our website. To the extent the Social Media Features are hosted by the respective social media networks, the latter may receive information that you have visited our website from your IP address. If you are logged into your social media account, it is possible that the respective social media network can link your visit of our websites with your social media profile.

Follett also allows you to log in to the Product using sign-in services such as Google or Microsoft, or other sign-in services used by your institution. These services will authenticate your identity and provide you the option to share certain Personal Data with us such as your name and email address to pre-populate our sign-up form.

Your interactions with Social Media Features are governed by the privacy policies of the companies providing the relevant Social Media Feature.

Follett School Solutions, LLC.

1340 Ridgeview Drive McHenry, Illinois 60050-7048

(877) 899-8550 (+1.708.884.5100)

info@follettlearning.com

or

techsupport@follett.com

www.follettlearning.com

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Destiny 19.5 August 2022

Data Privacy and Security Agreement

This Data Privacy and Security Agreement ("Agreement") is agreed and entered into by and between the Boone County School District ("District") and Follett Software, LLC ("Vendor") on this the ___ day of _____, _____.

WHEREAS, Boone County School District ("District") is a public school district organized and existing under and pursuant to the constitution and laws of the State of Kentucky and with a primary business address at 8330 US Highway 42, Florence, KY 41042; and

WHEREAS, Vendor has been contracted to perform certain educational services as described fully in Exhibit A ("Provided Services") with a primary place of business at 1340 Ridgeview Dr., McHenry, Illinois 60050; and

WHEREAS, the Vendor and the District 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"), 20 U.S.C. § 1232(g), 34 C.F.R. Part 99; the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. § 6501-6506, 16 C.F.R. Part 312; the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. § 1232h; 34 C.F.R. Part 98; and applicable state privacy laws and regulations; and

WHEREAS, the Vendor and District desire to enter into this Agreement for the purpose of establishing their respective obligations and duties in order to comply with applicable regulations; and

WHEREAS, the Parties acknowledge that this Agreement shall amend, modify, and supplement any agreement or terms previously entered into; and

NOW THEREFORE, in consideration of the of the terms, covenants, conditions and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. DEFINITIONS

1.1 "Confidential Student Information" shall mean any information or material, in any medium or format, that concerns a student and is created or provided by the student, or by an agent or employee of the District. Confidential Student Information includes both PII and directory information.

1.2 "De-identified Data" shall mean data that has a re-identification code and has enough personally identifiable information removed or obscured so that the remaining information does not identify an individual and there is no reasonable basis to believe that

the information can be used to identify an individual. The re-identification code may allow the recipient to match information received from the same source.

1.3 “District Data” shall mean any information or data owned by the District and provided to Vendor pursuant to the Parties’ Agreement, including but not limited to Confidential Student Data and PII. District Data shall not include De-Identified Data.

1.4 “Education Records” shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a)(4)(A); 34 C.F.R. § 99.3, and shall mean records that are: (1) directly related to a student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution.

1.5 “Personally Identifiable Information” (“PII”) shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a); 34 C.F.R. § 99.3, and shall mean identifiable information that is maintained in Education Records and includes direct identifiers, such as a student’s name or identification number, indirect identifiers, such as a student’s date of birth, or other information which can be used to distinguish or trace an individual’s identity either directly or indirectly through linkages with other information.

1.6 “Personal Information” shall be defined in accordance with KRS 61.931(6) as an individual’s first name or first initial and last name; personal mark, or unique biometric or genetic print or image in combination with one (1) or more of the following data elements: (1) an account, credit card number, or debit card number that in combination with any required security code, access code or password, would permit access to an account; (2) a Social Security number; (3) a taxpayer identification number that incorporates a Social Security number; (4) a driver’s license number, state identification card number, or individual identification number issued by an agency; (5) A passport number or other identification number issued by the United States Government; or (6) Individually Identifiable Information as defined in 45 C.F.R. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by FERPA.

Section 2. PURPOSE AND SCOPE

2.1 The purpose of this Agreement is to allow the District to provide the Vendor with student and teacher PII data and the subsequent processing of the data.

2.2 This Agreement is meant to ensure the Vendor and the District recognize the need to protect PII, and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232(g), 34 C.F.R. Part 99; the Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. § 6501-6506, 16 C.F.R. Part 312; the Protection of Pupil Rights Amendment

("PPRA"), 20 U.S.C. § 1232h; 34 C.F.R. Part 98; and applicable state privacy laws and regulations; and

2.3 This Agreement shall be effective as of the date upon which it is signed by both parties ("Effective Date"), and shall automatically renew from year to year, unless otherwise modified in writing and signed by each party. This Agreement shall remain in full force and effect at all times during which Vendor supplies Provided Services to the District.

2.4 The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction, and performance of this Agreement and any of its terms. Any suit, action, or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement shall be filed in the Boone Circuit Court of the Commonwealth of Kentucky. In the event of litigation in a U.S. District Court, the venue shall lie exclusively in the Eastern District of Kentucky.

Section 3. DISTRICT DUTIES

The District shall provide data as required for Vendor to conduct its Provided Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations. To the extent appropriate or applicable, District shall assist Vendor in securing any parent permissions regarding the use of Confidential Student Information or PII.

Section 4. VENDOR DUTIES

4.1 Vendor acknowledges that the District has outsourced certain services to Vendor, as defined above as Provided Services, in furtherance of a legitimate educational interest that would otherwise be performed by the school district. These Provided Services necessitate the collection and storage of certain District Data and Confidential Student Information. Vendor shall act as a contractor to the District in performing the Provided Services, either directly under the terms of any service or licensing agreement related to the Provided Services, or indirectly through the Vendor's interfaces with another District contractor, and Vendor therefore acknowledges that it is subject to the requirements in FERPA that any PII obtained from Education Records may be used only for the purposes for which the disclosure was made and solely for the purpose of performing the Provided Services.

4.2 Vendor shall implement commercially reasonable methods to ensure that District Data is accessed, used, and manipulated exclusively by authorized individuals with a legitimate educational interest—such as the student, the student's guardian, and the District—or by personnel essential for the successful performance and execution of the Provided Services. No unauthorized third parties shall have access to Confidential Student Information or Education Records in Vendor's control unless written authorization to distribute such information is provided by the student's parent/guardian.

4.3 Vendor shall likewise implement commercially reasonable measures to safeguard data at rest, and advise all individuals accessing the data on proper procedures for securely maintaining data. Vendor shall adhere to valid encryption processes for data at rest that are consistent with NIST Special Publication 800-111 and comply with relevant data protection regulations to ensure the confidentiality and integrity of data at rest. If requested by the District, the Vendor shall provide a list of locations where student data is/may be stored, and whenever possible, including where required by applicable law, data shall be stored within the United States.

4.4 The Vendor shall ensure the secure transmission of any data exchanged during the course of this agreement. All data transmissions, whether internal or external, shall be encrypted using encryption processes for data in motion which comply, as appropriate, with National Institute of Standards and Technology ("NIST") Special Publications 800-52; NIST Special Publications 800-77; NIST Special Publications 800-113, or others which are Federal Information Processing Standards ("FIPS") 140-2 validated, to protect the confidentiality and integrity of the transmitted data. In the event of any security incidents or breaches affecting data while in transit, the Vendor agrees to promptly notify the District and take necessary remedial actions to mitigate the impact.

4.5 In the event of any security incidents or potential or actual breaches affecting the security of District Data, the Vendor agrees to promptly notify the District and take necessary remedial actions to mitigate the impact as set forth in Section 6 of this Agreement.

4.6 Upon termination, cancellation, expiration, or other conclusion of the Parties' contractual relationship, or upon receipt of written request from District, Vendor shall delete all Confidential Student Data in its possession. Vendor shall complete such destruction within thirty (30) calendar days of the receipt of the written request and, upon written request from District, shall certify compliance with this Section, in writing, to the District within ten (10) calendar days of such destruction.

4.7 Vendor is prohibited from using, disclosing, or selling Confidential Student Information or District Data to any unauthorized individual or entity, or for any purpose which is not required in the performance of Vendor's Provided Services. This does not prohibit Vendor from using Confidential Student Information or District Data: (a) for adaptive learning or customized student learning (including generating personalized learning recommendations); (b) to make product recommendations to teachers or District employees who have voluntarily subscribed to Vendor's Provided Services; (c) to notify account holders about new education product updates, features, or services; or (d) from otherwise using Confidential Student Information or District Data for any purpose explicitly permitted by the Parties' Agreement. However, Vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household

profile for any advertisement purpose and shall not sell, disclose, or otherwise process student data for any commercial purpose as defined by KRS 365.734.

4.8 Vendor acknowledges and agrees that it may not disseminate any Confidential Student Information or District Data – whether explicitly protected under FERPA, directory information (i.e., name, grade, etc.), or student likeness – without written authorization from the student or, if the student is a minor, the student’s parent/guardian. Vendor likewise acknowledges and agrees that it may not disseminate the District’s name, logo, or likeness for any reason, including marketing, internal training, or similar purposes, to any third party without written authorization from the District.

4.9 Vendor shall maintain, during the term of the Agreement, a cyber-insurance liability policy, in the amount of \$3 million. Upon request, the Vendor shall furnish the certificate of insurance evidencing this coverage.

4.10 To the extent permitted by law, Vendor assumes all liability for damages which may arise from its use, storage, or disposal of the District Data. The District shall not be liable to the Vendor for any loss, claim or demand made by the Vendor, or made against the Vendor by any other party, due to or arising from the use of data by the Vendor, except to the extent permitted by law when caused by gross negligence or willful misconduct of the District.

4.11 Vendor shall defend, indemnify, and hold harmless the District, its agencies, officers, and employees from any and all claims of any nature, including all costs, expenses, and attorney’s fees, which may in any manner result from or arise out of this Agreement, except for claims resulting from or arising out of the District’s sole negligence. The legal defense provided by the Vendor to the District under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the District is necessary. Vendor also agrees to defend, indemnify, and hold the District harmless for all costs, expenses, and attorneys’ fees finally awarded by a court or that are included in a settlement entered into by the parties. The District agrees to notify the Vendor of such a claim within a reasonable time and agrees to cooperate with the Vendor in the defense and any related settlement. Notwithstanding any other provision in this Agreement, Vendor’s total aggregate liability under this Agreement shall be limited to the amount paid to Vendor by District in the twelve (12) months prior to the relevant claim being made.

Section 5. OWNERSHIP OF DATA

As between District and Vendor, the District retains ownership of all District Data provided to Vendor pursuant to the Parties’ Agreement, regardless of whether such data is provided to Vendor by the District, its students, parents, guardians, or any other authorized user.

Section 6. SECURITY BREACH REMEDIATION AND NOTICE

6.1 Vendor agrees to maintain procedures and practices to preemptively safeguard against security breaches as described in KRS 61.932. However, in the event of a confirmed or suspected security breach as defined by KRS 61.931, Vendor shall notify the District of within seventy-two (72) hours of determination of a security breach or suspected breach relating to the District Data in the possession of Vendor. The notification shall include, at a minimum, the following information to the extent known by the Vendor and as it becomes available: (a) the name and contact information of the individual reporting a breach to this section; (b) the date of the breach, or estimated date if not yet confirmed; (c) a list of the information and data reasonably believed or confirmed to have been subject of the breach; (d) a list of the students whose information is believed to have been affected; and (e) a general description of the breach incident.

6.2 The Vendor further acknowledges and agrees to maintain a written incident response plan that reflects best practice and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incidents or unauthorized acquisition or use of confidential information and agrees to provide the District, upon request, with a copy of said written response plan.

6.3 In the event of a security breach relating to District Data or Personal Information in the possession of Vendor, Vendor shall bear the full cost of the notification and investigation requirements set forth in KRS 61.933.

~~6.4~~ In the event of a suspected or confirmed breach of District Data or Personal Information, Vendor will notify customer within 72 hours. Vendor agrees to retain and utilize firms provided by Vendor's cyber insurance provider to conduct an investigation into the breach. Within 48 hours of completion of the investigation, Vendor shall notify the District if the investigation finds that the misuse of District Data occurred or is likely to occur.

6.5 Vendor agrees to adhere to provisions of Kentucky Personal Information Security and Breach Investigation Procedure and Practices Act, KRS 61.932, *et seq.*, pertaining to the prevention of, investigation of, response to, and remediation of any and all security breaches related to or unauthorized disclosures of Personal Information.

6.6 Vendor further agrees to adhere to all federal and state requirements pertaining to the prevention of, investigation of, response to, and remediation of any and all security breaches related to or unauthorized disclosures of District Data and PII.

6.7 In the event of a breach originating from the District's use of Vendor's Provided Services, Vendor shall cooperate with the District to the extent necessary to expeditiously secure any data subject to an unauthorized disclosure.

Section 7. CLOUD COMPUTING SERVICE PROVIDERS

If the Vendor is a cloud computing service provider as defined in KRS 365.734(1)(b), Vendor agrees that:

- a. Vendor shall not process Confidential Student Information or any student data as defined by KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless Vendor receives express permission from the student's parent. Vendor shall work with the student's school and the District to determine the best method of collecting parental permission.
- b. Pursuant to KRS 365.734 (2), the Vendor shall not in any case process Confidential Student Information to advertise or facilitate advertising or to create or correct an individual or household profile for any advertising purpose and shall not sell, disclose, or otherwise process confidential student data for any commercial purpose;
- c. Pursuant to KRS 365.734 (3), the Vendor shall certify in writing to the District that it will comply with KRS 365.734(2).

Section 8. NOTICES

All notices or other communication required or permitted to be given pursuant to this agreement may be given via e-mail transmission or certified mail sent to the designated representatives below.

The designated representative for the District for this Agreement is:

Name: _____ Title: _____
Address: 8330 US 42, FLORENCE, KY 41042
Phone: 859-283-1003 Email: _____

The designated representative for the Vendor for this Agreement is:

Name: Jim Butler Title: VP of Worldwide Engineering
Address: 1340 Ridgeview Drive, McHenry, IL 60050

Phone: 877-899-8550

Email: fssbidadmin@follettsoftware.com

Section 9. Data Opt Out

The District may provide a mechanism for students, parents, or guardians to opt out of any data sharing agreement with Vendor. In the event that a student, parent, or guardian opts out of any data sharing or Provided Services, the District shall notify Vendor of the opt-out within 48 hours of receipt. Within 48 hours of receipt of the opt-out notification, Vendor shall delete any and all Confidential Student Information pertaining to that student, as well as his or her parent or guardian.

Section 10. MISCELLANEOUS PROVISIONS

10.1 Open records. Vendor acknowledges that the District is subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to this Agreement. Vendor agrees that it will not pursue any legal action against the District for any required disclosure of Vendor's information or data made in response to an Open Records Request.

10.2 Law enforcement or court-mandated disclosures. Should law enforcement or other government entities ("Requesting Part(ies)") contact Vendor with a request for Confidential Student Data or District Data held by the Vendor pursuant any agreement of the Parties, the Vendor shall notify the District in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the District of the request. Similarly, if Vendor becomes legally compelled to disclose any District Data, Confidential Student Information, or Education Records (whether by judicial or administrative order, applicable law, rule, regulation, or otherwise), Vendor shall use all reasonable efforts to provide the District with advance notice before disclosure so that the District may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure the District's compliance with the confidentiality requirement of federal or state law.

10.3 Equitable Relief. Vendor acknowledges that the District may seek and obtain injunctive relief for the unauthorized use or dissemination of District Data or Confidential Information, or other violations of the Parties' Agreement, in addition to, and not in limitation of, other legal remedies provided under state and federal law.

10.4 Cooperation with District Auditor. The District has the right to annually audit (either internally or via a third party) records of the Vendor relating to the performance of Provided Services or to data privacy processes and procedures. In the event of an annual audit, Vendor agrees to reasonably cooperate with District requests. The District will provide a 10 business day notice of an audit request and incur costs by the District's auditor (either internally or via a third party).

10.5 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement. The parties agree that such invalid or unenforceable provision shall be modified to the extent necessary to make it valid, legal, and enforceable, and, to the greatest extent possible, that provision will be construed in a manner that reflects the original intent of the parties.

10.6 Successors Bound. This Agreement is and shall be binding upon the respective successors in interest to the Vendor 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 the vendor sells, merges, or otherwise disposes of its business to a successor during the term of this Agreement, the Vendor shall provide written notice to the District 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 Agreement and any obligations with respect to confidential data within the service agreement. The District has the authority to review and address the Agreement if it disapproves of the successor to whom the Vendor is selling, merging, or otherwise disposing of its business.

10.7 Effect of Agreement. The Parties agree that the terms and conditions set forth in this Agreement modify, amend, or supplement any other agreement between the Parties and further agree to be bound to the terms herein. To the extent that the Agreement expressly conflicts with the terms and conditions of any other agreement between the Parties, this Agreement shall control.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the District and Vendor execute this AGREEMENT to be effective and consistent with the effective date of the Parties' Agreement.

BOONE COUNTY SCHOOL DISTRICT

By: _____


Date: 6/12/2025

Printed Name: Jesse Parks

Title/Position: BCS, Board Chair

[VENDOR NAME HERE]

Follett Software, LLC

By:  _____

Date: 03-25-2025 04:51:36 CDT

Printed Name: Jim Butler

Title/Position: VP, Worldwide Engineering

Exhibit A: Products and Service

This AGREEMENT covers access to and use of Follett Software, LLC's existing Provided Services that collect, process or transmit Student Data, as identified below:

Destiny Library Manager:

Follett Destiny Library Manager is a comprehensive library management solution used by 60,000 schools. It simplifies the transition from print to digital resources, streamlines purchasing, and provides accurate collection and usage data.

TitlePeek Solution:

TitlePeek enhances the patron searching experience by providing content environment services to titles in the library collection. Content includes cover photo, title profiles, table of contents, brief summaries, author notes, first chapter or excerpts, and published reviews.