

Please find those answers below in red. We are happy to answer any other questions.

Many courses at Old Westbury don't use textbooks. OER courses, for example, are identified and registered in the course registration system on a semester-by-semester basis. Sometimes those courses are identified well after classes start. Will students have to pay per-credit hour fees for OER courses and all the other courses that don't use textbooks?

Yes, the student will be charged the per credit hour rate based on the total number of credits they are taking each semester. Courses using OER helps drive overall course material costs down and we fully support faculty's decision to adopt such titles. First Day® Complete considers the students total course load and while the cost may be higher for an individual course using OER materials, savings are generally realized when considering the total list of required course materials. Students who do not see a financial or convenience benefit to the program may opt-out.

Would B&N be willing to negotiate an opt-in option for students instead of opt-out?

First Day® Complete is not offered as an "opt-in" program.

If the contract has an opt-in option, will quotas be a stipulation? If yes, who pays for the increased costs if the quotas are not met?

First Day® Complete is an Opt-out program. All eligible students are automatically enrolled in First Day® Complete, but BNC can provide a tool allowing students who choose not to participate to opt-out of the program.

If students opt-out, will they still be able to complete all the required assignments?

All required course materials can be purchased outside of the program for students choosing to opt-out.

If the College decides to sign-on to B&N First Day program, will the contract provide options for students with incompletes or students who retake courses?

Like tuition and other course fees, students are reassessed the per credit hour course charge for First Day® Complete each time they enroll in the course.

What is the cost calculation for the semesterly fee for students? How does the cost calculation incorporate student preference for used books? Does the cost calculation include regularly gathering book purchasing habits data from students? What information is gathered about student purchases, where is this data housed, and what method of data collection is used?

Our per credit hour pricing proposal is based on actual course material usage at SUNY Old Westbury. It considers the actual mix of used / new / digital course materials used in the most recent semesters. Our unmatched in the industry ability to continue providing quality used books helps us drive affordability for students.

We collect sales transaction data at the point of sale, both in-store and online.

What data is collected about student and instructor use of electronic books during the semester?

Faculty who adopt an e-textbook (using our YUZU / VitalSource e-reader) have access to an instructor dashboard showing student name and time engaged with the e-textbook.

How can students own their books under this program?

Students wishing to retain their materials after the semester have the ability to purchase their rental textbooks at any point during the semester from their account on the bookstore website. We find that less than 2% of students prefer to buy out their textbooks.

How can students access used book prices under this program?

The main cost calculation for the per credit hour price is determined by the unique courses taught at SUNY Old Westbury and the books being adopted for those courses. Our ability to provide quality used books helps us drive affordability for the students.

What other data is collected?

First Day® Complete, like other products and services we provide uses student and course data provided to us in a daily exchange of data. Below is an overview of our data security addendum:

This Data Security Addendum ("Addendum") is entered into as of the [REDACTED] day of [REDACTED] 202_ ("Effective Date") by and between Barnes & Noble College Booksellers, LLC, ("BNC"), and [school] ("Institution"). This Addendum is hereby incorporated into, and subject to all terms and conditions of, the Agreement for Bookstore Services between BNC and Institution dated [REDACTED] ("Agreement").

1. **Purpose.** The purpose of this Agreement is to establish the content, use, and protection of Protected Data (as defined below) needed by BNC to support certain services provided to Institution by BNC.
2. **Protected Data.** For the purposes of this Agreement, "Protected Data" is defined as confidential information that is provided by Institution to BNC other than information that: (i) is or becomes

generally available to the public other than as a result of any disclosure or other action or inaction by BNC; (ii) is or becomes known or available to BNC from a third party that is not prohibited from disclosing such Protected Data to BNC; or (iii) is or was independently developed by BNC without violation of any obligation under the Agreement.

3. **Term.** The term of this Addendum shall begin as of the Effective Date and shall end automatically upon the termination of the Agreement.
4. **Constraints on Use of Protected Data.** Protected Data is the property of Institution and shall not be sold or used by BNC, internally or externally, for any purpose not directly related to the scope of work outlined in the Agreement without the written permission of Institution or the applicable student or as may be required by applicable law.
5. **Protected Data Security.** BNC has implemented, and will maintain throughout the term of the Agreement, reasonable and appropriate administrative, physical and technical safeguards to protect Protected Data from unauthorized access, destruction, use, modification, or disclosure.
6. **Compliance with Law.** BNC shall comply with applicable federal and state laws and regulations with regard to the Protected Data, including the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"). Specifically, the parties acknowledge and agree BNC is designated by Institution as a "school official" with "legitimate educational interests", as each such term is defined by FERPA.
7. **Destruction of Protected Data.** Upon termination of the Agreement, BNC shall return to Institution or destroy all Protected Data. Upon written request from Institution, and subject to any applicable legal requirements, BNC shall certify in writing that all copies of Protected Data stored on BNC servers, backup servers, backup media, or other media have been permanently erased and are unrecoverable.
8. **Miscellaneous.** Except as expressly modified above, all other terms and conditions of the Agreement shall remain the same. This Addendum may be signed and sent electronically by the parties. All signed counterparts will be deemed originals and together shall constitute the entire Addendum.

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If students do not participate in the First Day program, how is their Brightspace or electronic access to the course altered?

Students will be able to purchase access to the content outside of the LMS (in the bookstore or from the bookstore website). If they remain as a participant in First Day® Complete, access to the digital content is available from within Brightspace. All students, regardless of opt-out status, have access to the content within the LMS while the opt-out window is open. After the opt-out window has closed, access is removed for students who opt-out and those students will need to purchase an access code to regain access to their materials.

When students choose to participate (or not) in the program, how are alternatives for accessing course materials provided to the students?

Students will use the bookstore website to view the materials being required for their courses and have the ability to purchase in any available format.