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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Curtiss Sarikey, Chief of Staff (CST)
Susan Beltz, Chief Technology Officer *SB*

Board Meeting Date February 28, 2018

Subject Ratification of Amendment to the Destiny Resource Management Agreement between Follett School Solutions and Oakland Unified School District dated September 12, 2005.

Action Requested Ratification of Amendment beginning July 1, 2017 through June 30, 2018 for \$33,165.06 to the Destiny Resource Management Agreement between Follett School Solutions and Oakland Unified School District dated September 12, 2005.

Background The Technology Services department has successfully used the Destiny Library Manager and Destiny Textbook Manager for 2016-17 and ten prior years, and is using this firm going forward for the same services as previously provided, with the exception that currently-unused licenses are being removed.



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Discussion

The Destiny Library Manager enables librarians and administrators to keep track of a library's inventory and media assets, thereby helping to ensure that these critical resources are available to OUSD students. Prior to launching Destiny in 2005-06, OUSD libraries used disparate, obsolete, unsupported systems that did not support any integration with our Aeries Student Information System (SIS). The Destiny Library Manager has proven to be a comprehensive, modern, vendor-supported system which is integrated with Aeries to ensure that information is kept current.

Similarly, the Destiny Textbook Manager enables OUSD staff to keep track of a school's inventory of textbooks, thereby helping to ensure equitable distribution of these materials to OUSD students. Prior to launching Destiny in 2005-06, OUSD sites either used obsolete systems or tracked textbooks manually, with little visibility into the equitable distribution of textbooks required by the Williams Settlement. The Destiny Textbook Manager overcomes these challenges by providing OUSD schools with a full-featured, web-based interface for textbook management.

The Amendment includes licensing and upgrades for the Destiny Library Manager and Destiny Textbook Manager and related technical support.

Recommendation

Ratification of Amendment beginning July 1, 2017 through June 30, 2018 for \$33,165.06 to the Destiny Resource Management Agreement between Follett School Solutions and Oakland Unified School District dated September 12, 2005.

Fiscal Impact

\$33,165.06 from Funding Resource 9999994701: General Purpose (GP) Software Licensing

Attachments

Amendment to Destiny Resource Management Agreement between Follett School Solutions and Oakland Unified School District dated September 12, 2005.

Destiny Resource Management Agreement between Follett School Solutions and Oakland Unified School District dated September 12, 2005.



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With *Every* Consent Agenda Contract.

Legislative File ID No. 18-0181

Department: Technology Services

Vendor Name: Follett School Solutions

Contract Term: Start Date: July 1, 2017 End Date: June 30, 2018

Annual Cost: \$33,165.06

Approved by: Susan Beltz

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

The Destiny Library Manager and Destiny Textbook Manager provided by Follett School Solutions were successfully used in 2016-17 and ten prior years. The current Amendment is a one-year extension of the prior Destiny Resource Management Agreement which will enable OUSD to continue using this solution to manage textbooks and library resources.

Summarize the services this Vendor will be providing.

This vendor provides a modern, web-based application for tracking and managing textbooks and library resources. The Amendment includes software licensing and upgrades, as well as related technical support.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

Destiny is the leading library and textbook management system for K-12 schools worldwide and is used by more than 65,000 customers. Since the system has been in place for over 10 years and is used by large number of OUSD schools, OUSD would incur significant one-time costs to switch platforms. Finally, year-over-year licensing and support fee increases have been minimal since the system was originally launched.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

This is a software licensing agreement which is under \$90,200.



**Follett School Solutions,
Inc.**

1340 Ridgeview Drive
McHenry, Illinois 60050
Phone: 888.511.5114
Fax: 800.852.5458
www.folletlearning.com

December 8, 2017

Michael L. Smith
Deputy General
Counsel
Oakland Unified School
District 1000 Broadway Suite
680
Oakland, CA

94607 Dear Mr.

Smith:

We are pleased to present the enclosed Agreement for the licensing and implementation of our Follett Destiny® Solution™.

To ensure your implementation starts when planned and goes smoothly, please provide us with the information listed below:

- Please have an authorized representative of your District Sign and complete the fields as prompted and upload your PO if available. For additional assistance in using DocuSign to complete this Agreement please reference the following links:
 - <https://www.docusign.com/support/signer/question/how-do-i-sign-a-docusign-document-basic-signing>
 - <https://www.docusign.com/support/classic/documentation/cdse-user-guide/signing/sign-on-paper>
- An authorized representative of your District needs to sign page 6.
- Ensure that the data on Schedule C is accurate.
- Please include with your fax/email the name and mailing address of the person to whom Follett should return a copy of the fully executed amendment if needed.
- After the licenses have been activated:
 - Sign, date, and return the Acknowledgement of Delivery form as instructed above. Please include your printed name, title, and district address.

We look forward to a successful Follett Destiny Solution implementation and we appreciate your decision to partner with Follett.

Sincerely,

Shauna

Lentz
Inside Sales Consultant -
Technology Phone: 877-899-8550
Ext. 46264
Fax: 815-578-5267
SLentz@Follett.com

Amendment A

Destiny® Resource Management™
Agreement Oakland Unified School District
Customer # 0441943
December 8, 2017

This Amendment is made part of the Destiny Resource Management Agreement between Follett School Solutions. ("Follett") and Oakland Unified School District ("you") in Oakland, CA dated September 12, 2005 (the "Agreement") is effective December 8, 2017. Any capitalized terms not defined in this Amendment have the meanings given them in the Agreement.

The prices and terms in this Amendment will be held open and valid until March 23,

2018. Modifications to the Agreement

You and Follett (the "parties") agree to amend the Agreement, notwithstanding anything to the contrary in the Agreement, as follows:

Annual Licensing and Maintenance Costs Due* (Support for July 1-2017 through

Pricing
\$33,165.06

The below annual costs (plus any additional Annual licensing costs due for additional licenses and/or subscriptions

purchased after the effective date of this Agreement) are due by the date listed above. Your district will provide written notice of intent to renew 60 days prior to the end of the then current term.

Software License

- Destiny Library Manager for Fifty-nine (59) location(s)
 - Alliance Plus
 - Destiny Discover
 - One Search
 - TitlePeek
 - Online documentation and Help
- Destiny Textbook Manager™ for fifteen (15) location(s)
 - Online documentation and Help
 - Note: Resource Manager is designed specifically as a tool for District/School resource (non library) management.
- District Technical Support includes:
 - Toll-free telephone technical support for designated Customer contacts
 - 24/7 customer Web Portal, with searchable online knowledge base
 - Unlimited E-mail support
 - Training toolkits (lesson plans, quick reference guides, and videos)
 - Product updates

Digital Content Solutions

- Reading Program Service solution – AR/RC for one (1) location(s)
- Reading Program Service solution- Lexile for one (1) location(s)
- Reading Program Service solution – Fountas & Pinnell for one (1) location(s)

*You must have paid or pay for all prior years' Annual Licensing and Maintenance Costs and renew maintenance for all sites and Management Systems at the same time in order to receive maintenance and updates.

Schedule C
**Current Site list with
products**

		Library Manager	Titlepeek	Textbook Manager	Reading Programs AR	Reading Program s LX	Reading Program s F&P
OAKLAND UNIF SCH DIST ALLENDALE ELEM SCH	Customer 0400390	X	X				
ALLIANCE ACAD	0414816	X		X			
ANTHONY CHABOT ELEM SCH	0400391	X	X				
BELLA VISTA ELEM SCH	0400418	X	X				
BRET HARTE MDL SCH	0400419	X	X				
BRIDGES ACAD AT MELROSE	0414813	X	X				
BROOKFIELD ELEM SCH	0400444	X	X				
BURCKHALTER ELEM SCH	0400446	X	X				
CARL B MUNCK ELEM SCH	0400447	X	X				
CASTLEMONT SR HIGH SCH	0400448	X	X				
CESAR CHAVEZ LRNG CTR (= Think/Intl Lib)	0414659	X	X				
CHARLES P HOWARD ELEM SCH	0400449	X	X				
CLAREMONT MDL SCH	0400394	X	X				
CLEVELAND ELEM SCH	0400420	X	X				
COLISEUM CLG PREP ACAD	0414814	X	X				
CROCKER HIGHLANDS ELEM SCH	0400423	X	X				
DEWEY ACAD	0400424			X			
EAST OAKLAND PRIDE	0415390	X	X				
EDNA BREWER MDL SCH	0400438	X	X	X			
ELMHURST CMTY PREP	0414817			X			
ELMHURST LIB	0414831	X	X				
EMERSON ELEM SCH	0400395	X	X				

FRANKLIN ELEM SCH	0400426	X	X				
FREMONT HIGH SCH	0400396	X	X	X			
FRICK IMPACT ACAD	0400397	X	X				
FRUITVALE ELEM SCH	0400427	X	X				
GLENVIEW ELEM SCH	0400429	X	X				
GRASS VLY ELEM SCH	0400453	X	X				
GREENLEAF ELEM	0415389	X	X				
HENRY J KAISER ELEM SCH	0441575	X	X				
HIGH RISE SCH	0414663	X	X				
HILLCREST ELEM SCH	0400402	X	X				
HOOVER ELEM SCH	0407513	X	X				
JAMES MADISON MDL SCH	0400457	X	X	X			
JEFFERSON LIB (= Global Family Learning Lib)	0415387	X	X				
JOAQUIN MILLER ELEM SCH	0400455	X	X				
LA ESCUELITA SCH	0407346	X	X				
LAUREL ELEM SCH	0400433	X	X				
LIFE ACAD	0414662	X	X				
LINCOLN ELEM SCH	0400407	X	X				
LOCKWOOD LIB (= CUES - Future Lib)	0415383	X	X				
MADISON PARK ELEM CAMPUS	0400463	X	X	X			
MANZANITASEED ELEM SCH	0414833	X	X				
MARKHAM ELEM SCH	0400458	X	X				
MARTIN LUTHER KING ELEM SCH	0400437	X	X				
MCCLYMONDS HIGH SCH	0400439	X	X	X			
MELROSE LEADERSHIP ACAD	0414666	X	X				

MONTCLAIR ELEM SCH	0400459	X	X				X
MONTERA MDL SCH	0400460	X	X	X			
OAKLAND SR HIGH SCH	0400440			X			
OAKLAND TECHNICAL HIGH SCH	0400411			X			
PARKER ELEM SCH	0400461	X	X	X			
PIEDMONT AVENUE ELEM SCH	0400413	X	X				
PLACE @ PRESCOTT	0400441	X	X				
REACH ACAD	0414672	X	X				
REDWOOD HEIGHTS ELEM SCH	0442060	X	X				
ROOSEVELT JR HIGH SCH	0400442			X			
SANKOFA ACAD	0414665	X	X				
SEQUOIA ELEM SCH	0400443	X	X				
SKYLINE SR HIGH SCH	0400462	X	X	X			
STONEHURST ELEM SCH (= Korematsu-Esperanza)	0400464	X	X				
THORNHILL ELEM SCH	0442760	X	X				
URBAN PROMISE ACAD	0400388	X	X				
WEST OAKLAND MDL SCH	0415393	X	X				
WESTLAKE JR HIGH SCH	0400416	X	X	X			

By signing below, you represent that you have read the terms of this Amendment, including those on the following pages, understand and agree to such terms, and are duly authorized to sign on behalf of the School District.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives as set forth below.

Follett School Solutions, Inc.

Oakland Unified School District

DocuSigned by:
Signature: [Signature]
Print Name: Patrick P. Sullivan
Title: Finance Compliance Manager
Address: 1340 Ridgeview Drive
McHenry, IL 60050

Signature: [Signature]
Print Name: Susan Beltz
Title: Chief Technology Officer
E-mail Address: Susan.beltz@ousd.org
Address: 1000 Broadway, Ste 440
Oakland CA 94607

2/5/2018

Date:

Date: 2/5/18

- An authorized representative of your District needs to **sign above** using DocuSign. For additional assistance in using DocuSign please reference the following links:
 - <https://www.docusign.com/support/signer/question/how-do-i-sign-a-docusign-document-basic-signing>
 - <https://www.docusign.com/support/classic/documentation/cdse-user-guide/signing/sign-on-paper>

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM & SUBSTANCE

By: [Signature]
Amy Brandt, Attorney at Law
2.2.18

Aimee Eng
Aimee Eng, President, Board of Education
[Signature]
Kyla Johnson Trammell, Secretary, Board of Education

Payment Schedule

Schedule B

Customer agrees to make the following payments related to the purchase outlined in this Agreement.

Description	Amount	Due Date
Initial Costs	\$33,165.06	Net 30 days after acknowledgement of delivery
Total	\$33,165.06	

- Total includes purchase price, estimated shipping and handling, and any applicable interest.
- All fees due under this Agreement are payable in US Dollars only.

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the State Administrator
July 27, 2005

To: Randolph E. Ward, Ed.D.
State Administrator
Board of Education

From: Oswaldo Galarza
Technology Information Officer

Subject: **BID 04-05/09 - CENTRALIZED LIBRARY AND TEXTBOOK MANAGEMENT
SYSTEM
BID AWARD RECOMMENDATION**

RECOMMENDATION

Approval of Resolution No. 0506-0015 – Awarding Bid and Contract for Centralized Library and Textbook Management System to Follett Software for an amount not to exceed \$847,845.63.

RATIONALE

Oakland Unified School District has only 12 school sites with a 15 year old obsolete textbook tracking system that does not link schools together. All other school sites track books manually. OUSD does not have the ability to track books district-wide. OUSD does not have the ability to assess appropriate or equitable distribution of textbooks. The new system will allow the District to monitor the equitable distribution of textbooks required by the Williams Settlement.

The library systems in use at school sites are obsolete. Of the 108 OUSD schools, only 26 sites are automated with four different systems. The systems do not communicate with each other, they are obsolete with limited or no support; none of the existing library software systems can adequately share information via the web nor are they integrated with the Student Information System (SIS). The Technology Services Department is seeking approval of the bid award. The funding for this project was awarded as part of the Student Educations Systems RFP approved in July 15, 2004.

BACKGROUND

RFP 05-06/09 was developed in cooperation with OUSD librarians. RPF 05-06/09 was published April 9, 2005, advertised in newspapers, e-mailed to 6 major vendors, and posted on the OUSD web site. All questions (generated by the vendors) were shared with all respondents.

The evaluation team in charge of reviewing the RFP included principals, librarians, textbook clerks, and Technology Services personnel.

RFP responses were due on April 25, 2005. OUSD received two responses, Innovative Interfaces and Follett Software. The screening of the RFPs demonstrated that only Follett Software adequately responded to the RFP. The evaluation team reviewed presentations from Follett on all of the components of the "Destiny" product proposed by Follett Software. The evaluation team unanimously recommends the adoption of Follett "Destiny" Software.

To: Randolph E. Ward, Board of Education
 From: Oswaldo Galarza

**BID 04-05/09 - CENTRALIZED LIBRARY AND TEXTBOOK MANAGEMENT
 SYSTEM
 BID AWARD RECOMMENDATION**

Page 2 of 3

**Estimated 5 year costs - Follett Library/Textbook Project
 Implementation**

Item	Description	Quote Price	Quote Price w/Tax
Application Software	SW, District data conversion, Installation and configuration, ongoing technical support, finance charges	\$ 368,760.00	\$ 419,712.00
Software Maintenance (5 yrs)	SW maintenance (5 years), Follett project management, staff functional and technical training, documentation and online help	\$ 279,168.00	\$ 279,168.00
SIF Agent for Destiny	Interconnection w/AERIES	\$ 14,500.00	\$ 15,768.75
Bar Codes	500,000 required to bar code text books and library books without current bar codes. Cost per 1000=\$59.50	\$ 29,750.00	\$ 32,353.13
Centralized Hardware	Web Server and 2 Clustered SQL Servers plus Windows server license	\$ 21,159.00	\$ 21,159.00
Certificated Staff	Hourly compensation for project planning/core training of librarians/trainers (5 librarians/5 days@28.31/hr)	\$ 4,246.50	\$ 4,246.50
Scanners (100 sites)	ImageTeam 3800 w/hands free stand and extended maintenance agreement (\$619/each)	\$ 45,900.00	\$ 49,916.25
Follett Falcon PDA Scanners	To be housed centrally and used at sites on scheduled basis for annual physical inventory (4 @ \$2070/each)	\$ 7,180.00	\$ 7,808.25
Optional Extended Subscription	Titlepeek (4 yrs@\$8722/yr for a District subscription)	\$ 34,888.00	\$ 34,888.00
Supplemental Training Project	(4 sessions/20 attendees per session)	\$ 24,000.00	\$ 24,000.00
Management	Project Management TSA or consultant	\$ 120,000.00	\$ 120,000.00
Optional Extended Subscription	One Search (4 yrs@\$25,800/yr) or \$ 258/school/year		
Total Estimated Costs			\$ 1,009,019.88

To: Randolph E. Ward, Board of Education

From: Oswaldo Galarza

**BID 04-05/09 - CENTRALIZED LIBRARY AND TEXTBOOK MANAGEMENT
SYSTEM
BID AWARD RECOMMENDATION**

Page 3 of 3

FISCAL IMPACT

Funding for the Library and Textbook Systems was approved with the SIS funding and it is included on the anticipated SIS implementation expenditures.

RECOMMEDATIONS

Approval of Resolution No. 0506-0015 – Awarding Bid and Contract for Centralized Library and Textbook Management System to Follett Software for an amount not to exceed \$847,845.63.

OG:

OUSD/Galarza

LEGISLATIVE FILE
File ID No. 05-0843
Introduced 7/15/05
Enacted 05-0766
Enacted 7-27-05
By Rg

RESOLUTION
OF THE
STATE ADMINISTRATOR
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT
NO. 0506-0015

AWARD OF BID AND CONTRACT FOR CENTRALIZED LIBRARY
AND TEXTBOOK MANAGEMENT SYSTEM

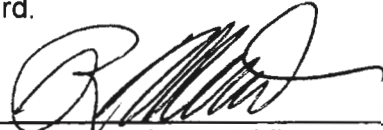
WHEREAS, the DISTRICT on April 9, 2005, requested bids – Bid 04-05/09 - for a Centralized Library and Textbook Management System for the Oakland Unified School District of Alameda County, California; and;

WHEREAS, two (2) responses were received by the Office of Technology Services by April 25, 2005 in response to said bid as follows:

<u>Vendor (Contractor):</u>	<u>Location</u>	<u>Bid Amount</u>
Follett Software	McHenry, IL	847,845.63
Innovative Interfaces	Emeryville, CA	Non-responsive / incomplete

NOW, THEREFORE BE IT RESOLVED, pursuant to the authority vested in me pursuant to Senate Bill Number 39, I, as State Administrator of the Oakland Unified School District, award the aforementioned bid to Follett Software, McHenry, IL, in the amount of \$847,845.63, as the lowest responsible and responsive bidder; and reject all other bids; and

BE IT FURTHER RESOLVED that, in furtherance of this bid award, a Contract, subject to form and content approval by the General Counsel, is approved with said successful bidder not to exceed the amount of the bid award.



Randolph E. Ward, Ed.D.
State Administrator
Oakland Unified School District

LEGISLATIVE FILE

File ID No. 05-0843
Introduction Date 7/27/05
Enactment No. 05-0766
Enactment Date 7-27-05
By Bj



**Destiny™ Resource Management Agreement
Oakland Unified School District
Oakland, CA
September 12, 2005**

This Destiny Resource Management Agreement, which includes the attached Additional Terms, Statement of Work and schedules (collectively, "Agreement"), governs your purchase and licensing of Follett's Destiny™ Resource Management solution. The Destiny™ Resource Management solution provides a centralized library and textbook management solution that includes a Destiny™ Resource Management application software license, data processing and conversion services, system installation, project management support, and training for your District.

The prices and terms in this Agreement are **confidential**. They will be held open and valid for a period of sixty (60) days from the date first stated above. In addition, you must schedule installation and training to occur within ninety (90) days of the date you execute this Agreement or the prices and terms will be subject to change. These prices do not include sales tax or shipping charges and are based on the number of sites within the District stated below.

<p>Destiny™ Resource Management Solution</p> <p>Software License:</p> <ul style="list-style-type: none"> ➤ Library Manager ➤ Textbook Manager ➤ Online Documentation and Help ➤ Online Access to over 7 million MARC records <p>Note: Follett understands OUSD's strategy to open additional schools in the future and has developed a cost proposal based on enrollment. Follett assumes that OUSD currently has approximately 76 libraries in 97 schools, and enrollment of 44,925 students. The proposed pricing has been configured to accommodate up to a 20% growth in enrollment irrespective of the number of libraries or textbook management locations added over the next five years. We request that OUSD contact Follett customer service when adding additional library or textbook locations to Destiny.</p> <p>Implementation Services:</p> <ul style="list-style-type: none"> ➤ Project Management: Includes a central point of contact during the implementation of the Destiny Resource Management Solution. ➤ Centralized System Integration: includes onsite installation and configuration of Destiny Resource Management software and initial data load ➤ Technology Training: includes one day of Destiny Resource Management technology training for up to five district technology staff members ➤ Centralized Application Training: includes up to four days of training focused on district policy and procedures as well as providing "train-the-trainer" instruction. Up to ten district staff members can attend. <p>Subscription Services:</p> <ul style="list-style-type: none"> ➤ State Standards Alignment Subscription ➤ Reading Program Service Subscription – AR/RC ➤ TitlePeek™ District Subscription ➤ WebPath Express™ Subscription ➤ One Search™ Subscription <p>Note: The cost for all subscription services for school sites for the first year of usage is included in the costs. The TitlePeek subscription is district-wide and will start with the initial implementation. Follett will provide access to the other subscription services at each school for one year from the date the school is added to Destiny. The costs for extending TitlePeek are also included for Years 2 through 5 (four additional years). Other subscriptions can be renewed on an annual basis for the optional costs documented below.</p> <p>Data Services:</p> <ul style="list-style-type: none"> ➤ MARC21 Data Conversion ➤ California State Textbook Title File <p>Note: Follett assumes that the district can provide MARC catalog data for all libraries to support</p>	<p>\$748,335.17</p>
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conversion services.

Barcodes:

- **Textbook and library barcodes:** 500,000 polythermal black and white textbook and library barcodes.

Note: Follett will deliver 300,000 barcodes as part of the initial implementation and an additional 200,000 barcodes at the beginning of Year 2 (July 1, 2006).

Peripherals:

- **4 (Four) Follett Falcon® Scanners/PDAs**
- **100 (One Hundred) ImageTeam® 3800 Scanners with Hands-Free Stand**

Note: Follett will provide 50 scanners as part of the Initial implementation and an additional 50 scanners at the beginning of Year 2 (July 1, 2006).

Additional Training:

- **4 Site-based End-User Application Training – Library Manager and Textbook Manager (3 days)**

Note: Follett will provide 2 training sessions as part of the initial implementation and an additional 2 training sessions at the beginning of Year 2 (July 1, 2006).

Annual Licensing and Maintenance Costs After Year Five*
(starts in Year Six)

➤ Annual licensing	\$63,510.44
➤ Product updates	
➤ Online access to MARC records	
➤ District Technical Support includes:	
➤ Toll free telephone technical support for Follett Trained resources	
➤ 24/7 Access to online knowledge base	
➤ Unlimited email support	
➤ Access to recorded web-based training	
Note: Follett includes the five years of our Annual Maintenance and Support program in the solution costs.	
Subscription Services:	
➤ State Standards Alignment Subscription	\$258 per school
➤ Reading Program Service Subscription – AR/RC	\$166 per school
➤ TitlePeek District Subscription	\$8,722.00
➤ WebPath Express™ Subscription	\$258 per school
➤ One Search™ Subscription	\$258 per school
Note: Follett has included these subscriptions for Year 1 only. The district can renew these subscriptions annually for the amounts shown above.	

*You must have paid or pay for all prior years' Annual Licensing and Maintenance Costs in order to receive updates

By signing below, you represent that you have read the terms of this Agreement, including those on the following pages, understand and agree to such terms, and are duly authorized to sign on behalf of the School District.

Agreed to: _____
School District's Authorized Representative

10/4/05
Date

_____ initialed by District
_____ initialed by Follett

Additional Terms

1. **Nature of the Transaction.** Follett Software Company ("Follett") agrees to sell and license to the School District first named in this Agreement ("Customer"), and Customer agrees to purchase and license from Follett, the products and services listed in this Agreement (collectively referred to as the "Destiny Solution" or "Solution").

2. **License.** Upon completion of delivery and installation of the Solution, Customer will be licensed to use the Destiny™ software (the "Software") according to the Follett Software Company Product Licensing Terms incorporated into this Agreement by reference and available at <http://www.fsc.follett.com/destiny/licenseagreement>.

3. **Services.** Software Implementation Support, Project Management and Software Maintenance and Support purchased under this Agreement are set forth in detail, including Customer's obligations in receiving the services, under the Statement of Work attached to and incorporated into this Agreement as Schedule A (the "SOW"). Customer will receive, at no additional cost, any corrections, enhancements, updates or other modifications to the Software to the extent they are made generally available to Follett's customers, provided Customer has continuously maintained and paid for Support and Maintenance or makes payment to become current on continuous Support and Maintenance.

4. **Delivery.** The Software and equipment purchased hereunder will be delivered within 30-60 days from the date of Customer's execution of this Agreement. Follett will arrange for packing, insurance, shipment and delivery to the location designated by Customer. Customer will be charged for the cost of shipping and the FOB point shall be the Customers place of business.

5. **Payment.** Customer will make payments for the quoted price of the Solution according to the Payment Schedule in Schedule B attached to and incorporated into this Agreement.

6. **Additional Hardware and Software Required.** This Agreement does not include the cost or purchase of a central server and workstation hardware required for operating the Destiny™ Solution. Customer will need to obtain at its own expense Microsoft SQL Server 2000 and Microsoft JDBC Driver for SQL Server 2000. For information regarding these requirements, Customer may contact its Follett Automation Consultant.

7. **Limited Warranties.** Follett warrants, for the benefit of Customer only, that the third party equipment purchased under this Agreement will conform in all material respects to the specifications supplied by the manufacturer and shall be free of material defects. Follett's sole obligation and Customer's exclusive remedy for any defect or nonconformity in the equipment will be Follett's cooperation with Customer to provide it with the benefit of any warranty and support commitment of the third-party manufacturers and suppliers of the equipment. Follett warrants that the services provided under the attached SOW will be performed using generally accepted industry standards and practices and in compliance with all applicable state, federal, municipal or local educational institution codes. Follett's limited warranty covering the Software is set forth in the Follett Software Company Product Licensing Terms.

8. **DISCLAIMER OF WARRANTY.** THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, STATUTORY OR OTHERWISE). CUSTOMER ACKNOWLEDGES THAT FOLLETT IS NOT THE MANUFACTURER OF THE EQUIPMENT AND EXPRESSLY WAIVES ANY CLAIM AGAINST FOLLETT BASED UPON ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT WITH RESPECT TO ANY ITEM(S), ANY DEFECTS OR ANY NONCONFORMANCE OF THE THIRD PARTY EQUIPMENT WITH ITS SPECIFICATIONS, OR FOR ANY INDEMNITY AGAINST ANY CLAIM MADE BY ANY THIRD PARTY AGAINST CUSTOMER.

9. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FOLLETT, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTIONS, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF THE PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, FAILURE OF ESSENTIAL PURPOSE, OR

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OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOLLETT'S TOTAL LIABILITY FOR ANY CLAIMS BROUGHT BY CUSTOMER REGARDING THE PRODUCTS AND SERVICES IS LIMITED TO THE AMOUNT OF ANY PAYMENTS MADE BY CUSTOMER DURING THE TWELVE MONTHS PRECEDING CUSTOMER'S NOTICE OF THE CLAIM TO FOLLETT. THIS SECTION WILL NOT APPLY TO LIMIT FOLLETT'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

10. **Indemnification.** Follett agrees to indemnify, defend and hold harmless Customer and its officers, directors, employees, agents, attorneys and assigns, against any third party claims, demands, actions, arbitrations, losses and liabilities resulting from any injury, death or damage to property, caused by Follett's employees or subcontractors in performing the obligations under this Agreement. Follett shall maintain liability insurance sufficient to fulfill its obligations under this Section and shall submit proof of such insurance to Customer upon request. Such insurance may not be changed by Follett in a manner that would lessen the protection provided to Customer during the term of this Agreement without Customer's prior written consent.

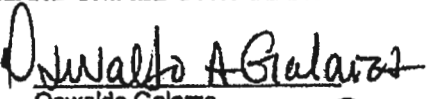
11. **Assignment.** This Agreement and the rights and obligations of the parties hereunder may not be assigned or otherwise transferred by either party without prior written consent from the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement in its entirety as the result of a sale of all or substantially all of its assets, a merger, reorganization or spin-off, without having to obtain the other party's consent.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all other prior or present understandings, either verbal or written, regarding the subject matter. This Agreement may only be modified or amended in a writing executed by both parties. Any additional or contrary terms or conditions contained in any purchase order or other document issued by Customer shall be null and void unless expressly agreed to in a written modification or amendment to this Agreement.

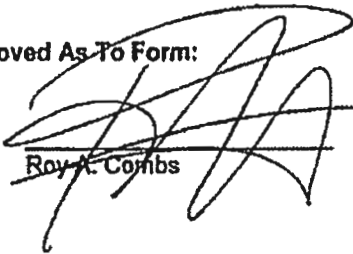
FOLLETT SOFTWARE COMPANY

By:  Date: 10/7/05


OAKLAND UNIFIED SCHOOL DISTRICT



By: 
Oswaldo Galarza Date: 10-4-2005

By: 
Randolph E. Ward, Ed.D Date: 10/4/05

Approved As To Form:
By: 
Roy A. Combs 10/4/2005

LEGISLATIVE FILE

File ID No. 05-0843
Introduction Date 7/27/05
Enactment No. 05-0766
Enactment Date 7/27/05
By 

 initialed by District
 initialed by Follett



Statement of Work Schedule A

This Statement of Work (SOW) is entered into effective September 12, 2005, ("Effective Date") between Follett Software Company ("Follett") and Oakland Unified School District, ("Customer" or "you"), pursuant to the Destiny Resource Management Agreement dated September 12, 2005 (the "Agreement"). Any capitalized terms not defined in this SOW have the meanings given them in the Agreement.

Services

This SOW specifies the services (referred to herein interchangeably as "Services" or the "project") to be provided under the Agreement beginning on or as soon as practical after the Effective Date contained in this SOW. Follett will complete the Services according to the schedule below, unless otherwise agreed upon by the parties.

Overview

Follett Software Company's Destiny Resource Management Solution is comprised of a suite of software and implementation services designed to streamline the business of education.

Application Software and Online Services

The Destiny Resource Management Solution provides a centralized database and application server to support the resource management needs of your district. The core of the solution consists of several applications and on-line service components for library and textbook management, including:

Application:

- Centralized database and application
- Cataloging
- Circulation
- Inventory
- Searching

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- Reporting
- Off-line Circulation
- On-line help
- On-line access to a database of over 7 million high-quality MARC21 records (additional access to audio-visual MARC records is a separate optional service – AV ACCESS)
- Z39.50 Client
- Z39.50 Server

Subscription Services

State Standards Subscription

This on-line subscription service provides access to your state curriculum standards. It allows teachers and library staff to build powerful lesson plans by identifying titles in your district's library collection, as well as over 50,000 high-quality, educator selected web sites, that are aligned with your state standards.

Reading Program Service Subscription – AR/RC

Reading Program Service – AR/RC is a MARC-record enhancement service that is offered both online, and through custom processing. The service adds reading development information for programs such as Reading Counts! and Accelerated Reader, to the MARC records of a library collection. Updating your library collection with reading program information allows students to search for leveled reading program titles easily and efficiently, allowing more time to read and making your reading program more effective. In addition to enhancing your MARC records, this service also provides several reports to help you manage your collection and maximize its usefulness.

TitlePeek™ District Subscription

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

WebPath Express™ Subscription

This is an on-line subscription that directs users who are searching Destiny Library Manager's Catalog to high quality, educator-reviewed web sites. WebPath Express contains over 50,000 websites and 107,000 web links with more updated and added on a regular basis.

One Search™ Subscription

One Search allows your students and staff to search all of your paid and free on-line research databases (such as Proquest, EBSCO or Gale Group) and Destiny with a single search. This allows students to make better use of their research time and improves usage of your research databases.

Implementation Services

Project Management

Follett will provide project management in accordance with industry standard techniques to ensure the successful delivery of the Destiny Resource Management Solution. The Follett Project Manager is your district's central point of contact during the implementation of the Destiny Resource Management Solution.

Project Management focuses on three objectives:

- Facilitation of an implementation-planning meeting with Customer personnel to gather all necessary information to ensure the success of the project.
- Creation of a project plan that is developed and agreed to in writing signed by both the Customer and Follett.
- Successful completion of the project and written customer acknowledgement of delivery of the Destiny Resource Management Solution.

The Project Manager's role is to coordinate the efforts of the various internal resources to ensure that timelines and deadlines are met. The Project Manager handles the project from purchase commitment through the acknowledgement of delivery.

Follett Project Manager responsibilities:

- Create a project plan that includes dates for sending in data, data verification plans, implementation dates, conference calls for transition to technical support, training dates and project hand off from Project Manager.
- Manage project plan to ensure that deadlines are met, and intercede whenever plan is compromised.
- Maintain project plan and provide weekly status reports.
- Resolve all issues that develop during the project with Customer contact.
- Ensure communication between implementation team and Customer.
- Transition account to Customer Service within the agreed upon period, not to exceed 60 days of receipt of acknowledgement of delivery letter.

Customer responsibilities:

- Participate in implementation planning meeting with Follett; Customer project stakeholders must attend.
- Provide list of sites licensed to use the Destiny Resource Management Solution under the Destiny Resource Management Agreement.
- Meet commitments as agreed upon in the project plan. If deadlines are not met, the overall project plan may be modified with agreement from both Follett and customer. Should the Customer not meet a commitment set forth in the agreed project plan, Follett can not guarantee the original

timelines can be kept. Any changes to the agreed upon plan must be evidenced in writing signed by the parties.

- Assign a single Customer point of contact to work directly with the Project Manager.
- Participate in conference calls as needed.
- Confirm three weeks before installation that all hardware (servers and WAN) is installed and ready for installation. Customer will be responsible for compensating Follett for any expenses incurred due to Customer's failure to meet hardware installation requirements that delay or cancel the installation.
- Provide written verification of the Destiny Resource Management Solution delivery on the last day of Central Application Training.
- Provide a list of School site names to be licensed under this Agreement using attached Schedule C.

Library Data Requirements

Should the customer choose not to use any of the recommended data services, the customer will then be responsible for results created by data loaded into Destiny Resource Management. Follett can not be held responsible for the costs associated with correcting any issues related to data not processed by Follett. The data is transferred using Destiny importing rules. The conversion of data from Follett applications to Destiny Resource Management does not involve any data cleanup or enhancement. Data Enhancement and Custom Cleanup are purchased separately.

Project Implementation Data Analysis - Library

Customer must send all of its data to Follett within the timeframe as detailed in the project plan. Follett Data Services is responsible for thoroughly profiling the data and contacting you with results of the analysis. You will be provided with a profiling report and consultation regarding the data and how it will be processed.

MARC21 Data Conversion

Follett will convert Customer's electronic data to the MARC 21/852 holdings format.

Follett Responsibilities:

- Follett will profile the data at the time of conversion and will identify data issues and the implications associated with those data issues in terms of the Destiny Resource Management Solution.
- Follett will assign a data analyst to the project team who will document and explain any data issues at the time of data verification. The data analyst will also be the point of contact for any data issues.

Customer Responsibilities:

- Customer will provide the data to Follett in electronic format in accordance with the timeframe specified in the project plan.
- Customer will provide clarification of issues associated with the data work to be completed. Customer needs to provide a single point of contact for data related decisions and communications.

State Textbook Files

Finding "ready" textbook title records is a difficult task because they are not offered by publishers or third-party vendors. Follett Software Company offers an up to date file of state approved textbooks for the states that have chosen to adopt such a list. By purchasing this data, you would save time and effort by preloading your Destiny Resource Management Solution.

Centralized Application Training

This on-site training session (up to 4 consecutive days) is designed to ensure your district has the tools and knowledge necessary to successfully launch the Destiny Resource Management Solution. This hands-on training will focus instruction on software capabilities that allow your staff to implement district policies and user access levels. This training is intended for district decision makers; your district can send up to eight people to this training session. It is designed to be hands-on and each attendee must have a workstation to use during the training sessions.

Attendees of Centralized Application Training will be well-equipped to provide instruction to the Destiny Resource Management Solution end-users in your district. This training model is sometimes referred to as "train-the-trainer."

The actual training agenda will be driven by the Planning Meeting documentation and by the documentation provided during the integration. The training focuses on three key objectives:

- Training a core group of district staff on Destiny Resource Manager's district-focused features. These features include central cataloging and the centralized administration of policies.
- Training a core group of district staff on Destiny Resource Management's site-focused features. This curriculum is designed to provide a district with tools (including training outlines, handouts, etc) to use during the rollout of the Destiny Resource Management Solution to the site-based staff in the district.
- Preparing a core group of district to provide first-level product functionality support for the district. The core team that participates in this training will be authorized to contact Follett's Destiny Resource Management Technical Support hotline for help. Only Follett-trained individuals are authorized to contract Follett's Technical Support line.

Customer Responsibilities:

- Provide a training facility dedicated solely to the delivery of the training with computer workstations for each participant. The facility must include a workstation and computer projection device for use by the trainer, and all workstations should provide access to your Wide Area Network, the Internet, and the Destiny Resource Management Solution. Workstations should be configured to have no greater desktop/operational restrictions that exist on the workstations used by the attendees during a normal day.

Site-based Application Training

Site-based application Training will provide Destiny end-users in your district with the core skills required using Destiny Resource Manager in a day-to-day fashion. The training is up to a three-day event, with training taking place at your facility. Format is hands-on style, with up to 20 attendees per session. Additional sessions are available at additional cost. Because of the large group size, the Centralized Application Training attendees are expected to attend and assist in the delivery of the Site-based application training.

You will need to provide a training facility dedicated solely to the delivery of the training with computer workstations for each participant. The facility must include a workstation and computer projection device for use by the trainer, and all workstations should provide access to your Wide Area Network, the Internet, and the Destiny Resource Management Solution. Workstations should be configured to have no greater desktop/operational restrictions that exist on the workstations used by the attendees during a normal day.

Centralized System Integration

Centralized System Integration is designed to ensure the Destiny Resource Management Solution is integrated into your district's technology infrastructure during the initial project implementation. The service includes:

- On-site integration of the software components of the Destiny Resource Management Solution.
- For existing users of Follett Software products: the Follett technical specialist will load conversion files into Destiny. During the migration to Destiny, the customer will be responsible for extracting data from Circulation Plus, Catalog Plus and Textlink for Windows prior to Centralized System Integration.
- For users of non-Follett products, the Follett technical specialist will load any converted data that Follett processes into Destiny.
- Configuration of all Destiny Resource Manager servers to support the solution.
- Automate transfer of patron personal data (name, address, date of birth, etc) from your existing Student Information System (SIS). Prior to installation, the Follett Project Manager will work with you to determine if your district can produce a centralized extract of patron data. Once that is determined, Follett will use a sample extract to write a customized script to transform and import

that data into Destiny Resource Manager. Your district is solely responsible for creating and maintaining an automated extract of patron data from your SIS. In order to avoid data integrity problems, any changes to the format of the data extract must be coordinated with Follett Technical Support prior to implementing the change in your production environment.

- Automate transfer of fee data from library and textbook materials managed by the Destiny Resource Manager into the SIS. Prior to installation, the Follett Project Manager will work with the district and with Eagle Software to write a custom script to export fee data and load it into the SIS. Once the data extract is determined, any changes are to be coordinated with the district and Eagle Software.

While on-site for the integration, the Follett technical specialist will deliver an in-depth technical training for your district technology staff. This training will be conducted after the solution has been integrated into your infrastructure. Your district may have up to five members of your technical staff at this instruction session. Topics for the technology training include the technical architecture of Destiny Resource Manager, desktop rollout, backup/ restore, performance monitoring and tuning, etc. Additional attendees can be added at an additional cost.

There are some services that Follett will not perform for your district:

- Follett will not install any server hardware. All servers must be up and running prior to System Integration.
- Follett will not install an operating system from scratch for your district. However Follett will *configure* an operating system to integrate the Destiny Resource Management Solution into your infrastructure, as needed.
- Follett will not configure your networking infrastructure. Your entire district-networking infrastructure must be up and running prior to the integration visit. This includes the server operating systems, SQL Server, as well as all routers and Wide Area Network links.

All work will be performed at a district technology office. No site-visits are included within the scope of this Agreement. However, during the Centralized System Integration the Follett specialist will show district technology staff workstation configurations that support Destiny Resource Manager.

Post Implementation Support Services

District Technical Support

District Technical Support is included with your Destiny Resource Management Agreement, and features the following services:

- Telephone support

- Searchable web site support
- Unlimited Email support
- Software updates
- On Demand Web Training

Note: Follett will only provide support for the current and one prior release of software.

Telephone support for issue resolution

Your designated Customer contacts will have access to Follett's staff of product and technical experts via a toll-free number from 7 a.m. to 6 p.m. Central Time, Monday through Friday. The designated contacts consist of all Follett trained contacts. The expectation is that the designated contacts are the point of contact for all end-users within the district. Follett will not provide technical support to Customer staff that have not been designated by the Customer.

Customer Requirements:

- Designated Customer contacts must receive technical or product training from a Follett trainer.
- Only the designated Customer contacts may contact Follett Technical Support.
- Unless trained by Follett personnel, site-based staff must contact a designated representative within your district for support.
- Microsoft Terminal Services must be configured on all Destiny Resource Management servers for remote support capabilities.

Searchable web site support

Follett has a web-based support portal. This portal is available to all customers with a current license agreement. The web site currently consists of several sections including:

- Keyword searchable knowledge base containing articles written by product and system experts
- User guides and manuals
- User groups/online discussion groups
- Electronic newsletters
- Frequently Asked Questions (FAQs)

Email support

Technical support is available to your district via email at any time. You can use this method of support for issues that do not require immediate assistance.

On Demand Web Training

Your district will have unlimited access to on-demand recorded training content to help you get the most out of your Destiny Resource Management Solution. Each web training session will focus on a specific topic. Follett will create on-demand

web training modules that will provide your district and site users with information on features and functionality as appropriate.

Wireless Technical Support Agreement

Included with the purchase of your Follett Falcon and/or wireless access point, Follett will provide each customer with Technical Support. This support includes access to our technical support specialists via a toll-free number or e-mail as well as 24-hour access to our Searchable web site. The website offers a variety of resources including a searchable knowledge base and user guides. The support included with your purchase will assist you with application and configuration questions about your Falcon as well as connectivity to your Follett purchased wireless infrastructure.

The Follett Falcon will work with your existing wireless network. However, for obvious reasons, Follett can not provide diagnostic support for a customer's existing wireless network or any devices that reside on that network. If a customer has its own wireless network, Follett will provide application support and basic configuration information for the Follett Falcon. If Follett provides a customer's wireless network, Follett will not provide support for any devices that reside on that network with the exception of the Follett Falcon.

If a customer purchases its wireless network from Follett, we require that a customer fit into our standard profile for a single access point installation, or it will need to have a wireless site survey. If the customer does not meet the Follett standard profile and/or declines to have a wireless site survey, Follett will not be responsible for providing support concerning issues related to device connectivity, bandwidth issues, etc.

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be duly executed by their authorized representatives as set forth below.

Follett Software Company

By: [Signature]
Title: CEO
Date: 10/7/05

Oakland Unified School District

By: [Signature]
Title: State Administrator
Date: 10/04/05

Follett Software Company
Payment Schedule Agreement

Oakland Unified School District agrees to make the following payments related to the purchase outlined on Schedule A dated September 12, 2005.

Description	Amount	Due Date
Initial Costs (Application Software and Support for Years 2 and 3) – First Year Payment	\$159,865.43	Net 30 days after acknowledgement of delivery
Initial Costs – Site-Level Training, Barcodes, Falcons and Scanners	\$59,980.00	Net 30 days after acknowledgement of delivery
Taxes on Application Software and Other Initial Costs	\$29,977.31	Net 30 days after acknowledgement of delivery
Freight on Initial Costs (Scanners, Falcons and Barcodes)	\$300.00	Net 30 days after acknowledgement of delivery
Second Year		
Second Year Payment (Application Software and Support for Years 2 and 3)	\$159,865.43	One year after acknowledgement of delivery
Second Year Payment – Site-Level Training, Barcodes and Scanners	\$46,850.00	One year after acknowledgement of delivery
Second Year Payment – TitlePeek	\$8,722.00	One year after acknowledgement of delivery
Taxes on Second Year Costs	\$4,099.38	One year after acknowledgement of delivery
Freight on Second Year Costs (Scanners and Barcodes)	\$200.00	One year after acknowledgement of delivery
Third Year		
Third Year Payment (Application Software and Support for Years 2 and 3)	\$159,865.43	Two years after acknowledgement of delivery
Third Year Payment – TitlePeek	\$8,722.00	Two years after acknowledgement of delivery
Taxes on Third Year Costs	\$0.00	Two years after acknowledgement of delivery
Fourth Year		
Fourth Year Payment – TitlePeek	\$8,722.00	Three years after acknowledgement of delivery
Fourth Year Payment – Support	\$63,510.44	Three years after acknowledgement of delivery
Taxes on Fourth Year Costs	\$4,346.87	Three years after acknowledgement of delivery

Fifth Year Payment – TitlePeek	\$8,722.00	Four years after acknowledgement of delivery
Fifth Year Payment – Support	\$63,510.44	Four years after acknowledgement of delivery
Taxes on Fifth Year Costs	\$4,346.87	Four years after acknowledgement of delivery

- (1) Total includes purchase price, freight, taxes, and any applicable interest. All fees due under this Agreement are payable in US Dollars only. Taxes for Years 2-5 payments are estimated based on current tax rates. Actual taxes due will be determined at time of invoicing.
- (2) The application software costs of \$335,571.60 and software maintenance and support for Years 2 and 3 (\$63,510.44 each year) are being financed over the initial 3 years of this agreement.

Licensed School Sites*

*Please note, licenses are transferable.

School or Site Name	Product Type (check all that apply)	Current System	Data Conversion	Subscription Services
	<input type="checkbox"/> Library Manager		<input type="checkbox"/>	<input type="checkbox"/> State Standards
	<input type="checkbox"/> Textbook Manager		<input type="checkbox"/>	<input type="checkbox"/> Reading Program – AR/RC
	<input type="checkbox"/> Media Manager		<input type="checkbox"/>	<input type="checkbox"/> WebPath Express
				<input type="checkbox"/> One Search
	<input type="checkbox"/> Library Manager		<input type="checkbox"/>	<input type="checkbox"/> State Standards
	<input type="checkbox"/> Textbook Manager		<input type="checkbox"/>	<input type="checkbox"/> Reading Program – AR/RC
	<input type="checkbox"/> Media Manager		<input type="checkbox"/>	<input type="checkbox"/> WebPath Express
				<input type="checkbox"/> One Search
	<input type="checkbox"/> Library Manager		<input type="checkbox"/>	<input type="checkbox"/> State Standards
	<input type="checkbox"/> Textbook Manager		<input type="checkbox"/>	<input type="checkbox"/> Reading Program – AR/RC
	<input type="checkbox"/> Media Manager		<input type="checkbox"/>	<input type="checkbox"/> WebPath Express
				<input type="checkbox"/> One Search
	<input type="checkbox"/> Library Manager		<input type="checkbox"/>	<input type="checkbox"/> State Standards
	<input type="checkbox"/> Textbook Manager		<input type="checkbox"/>	<input type="checkbox"/> Reading Program – AR/RC
	<input type="checkbox"/> Media Manager		<input type="checkbox"/>	<input type="checkbox"/> WebPath Express
				<input type="checkbox"/> One Search

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School or Site Name	Product Type (check all that apply)	Current System	Data Conversion	Subscription Services
	<input type="checkbox"/> Library Manager		<input type="checkbox"/>	<input type="checkbox"/> State Standards
	<input type="checkbox"/> Textbook Manager		<input type="checkbox"/>	<input type="checkbox"/> Reading Program – AR/RC
	<input type="checkbox"/> Media Manager		<input type="checkbox"/>	<input type="checkbox"/> WebPath Express
				<input type="checkbox"/> One Search
	<input type="checkbox"/> Library Manager		<input type="checkbox"/>	<input type="checkbox"/> State Standards
	<input type="checkbox"/> Textbook Manager		<input type="checkbox"/>	<input type="checkbox"/> Reading Program – AR/RC
	<input type="checkbox"/> Media Manager		<input type="checkbox"/>	<input type="checkbox"/> WebPath Express
				<input type="checkbox"/> One Search
	<input type="checkbox"/> Library Manager		<input type="checkbox"/>	<input type="checkbox"/> State Standards
	<input type="checkbox"/> Textbook Manager		<input type="checkbox"/>	<input type="checkbox"/> Reading Program – AR/RC
	<input type="checkbox"/> Media Manager		<input type="checkbox"/>	<input type="checkbox"/> WebPath Express
				<input type="checkbox"/> One Search
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				<input type="checkbox"/> One Search
	<input type="checkbox"/> Library Manager		<input type="checkbox"/>	<input type="checkbox"/> State Standards
	<input type="checkbox"/> Textbook Manager		<input type="checkbox"/>	<input type="checkbox"/> Reading Program – AR/RC
	<input type="checkbox"/> Media Manager		<input type="checkbox"/>	<input type="checkbox"/> WebPath Express
				<input type="checkbox"/> One Search

Copy additional sheets as needed

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