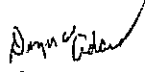

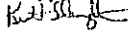


**MEMORANDUM**

To: Greg McIntyre, Deputy Superintendent for Curriculum & Instruction/Personnel  
Mike Ball, Deputy Superintendent for Business and Operations  
Mark Pantel, Director of Purchasing

From: Donna Adams   
Chris Speier   
Keith Slaughter 

Date: January 8, 2007

Subject: Destiny Installation and Training

Agenda Item:

Board Priority/3  
District Goal: 2

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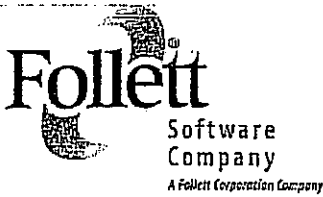
**Background**

During the 2005-2006 school year the Destiny Resource Management system was installed in the libraries of A&M Consolidated High School, Forest Ridge and Pebble Creek. Further installation at the other campuses was delayed due to the lack of fiber running to the other campuses which was supplied by the City of College Station over the past year. Approximately eight years ago, multiple library automation software platforms were evaluated and the District chose the Follett software. The four librarians currently using Destiny feel very confident in its abilities and have recommended staying with the current system.

Destiny is an upgrade of the Follett system that is running in the remaining libraries. The older Follett version is to be discontinued by Follett over the next couple of years. This purchase is to bring the remaining library systems up to par with the most up-to-date version provided by Follett. The system provides a centralized inventory management system for each individual library.

Submitted is the cost request for installation in the remaining libraries of CSISD, including the Alternative Learning Center, and the training for appropriate district staff and librarians. Money is currently available from the Curriculum and Instruction and Technology Department budgets.

Chris Speier will be present to answer any questions.



**Destiny™ Resource Management Agreement**  
**College Station ISD**  
College Station, TX  
November 28, 2006

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 inventory 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 through March 30, 2007. 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.

The prices on this and the immediately following pages do not include sales tax or shipping charges and are based on the number of licenses within the District stated below. Your District may be responsible for sales tax on some or all of the products and services included in this Agreement. If Follett is aware of any tax responsibilities we will include those fees in the attached Payment Schedule (Schedule B). However, your District is responsible for actual tax fees regardless of Follett's computation.

<b>Destiny™ Resource Management Solution Summary (price valid if acknowledgement of delivery signed and returned by March 30, 2007)</b>		<b>\$37,396.05</b>
<b>Software License:</b>		
<ul style="list-style-type: none"> <li>➤ Library Manager (for 1 district with 9 libraries)</li> <li>➤ Online Documentation and Help</li> <li>➤ Online access to over 7 million MARC records</li> </ul>		
<b>Implementation Services:</b>		
<ul style="list-style-type: none"> <li>➤ Project Management: Includes a central point of contact during the implementation of the Destiny Resource Management Solution.</li> <li>➤ Centralized System Integration: Includes installation and configuration of Destiny Resource Management software and initial data load.</li> <li>➤ Technology Training: Includes Destiny Resource Management technology training for up to five district technology staff members.</li> <li>➤ District Training: Includes instructor-led web-based training focused on district functionality of the Destiny Resource Management Solution. Up to ten district staff members can login.</li> <li>➤ Fundamentals Training: Includes two consecutive days of on-site training focused on end-user functionality. Curriculum is customized during project planning. Up to twenty staff members can attend.</li> </ul>		\$676.10 \$1,352.20 \$1,352.20
<b>Data Services:</b>		
<ul style="list-style-type: none"> <li>➤ Destiny MARC Enhancement and Custom Cleanup for nine (9) FSC sites</li> </ul>		
<b>Annual Licensing and Maintenance Costs After Year One*</b> (starts in Year Two)		
<ul style="list-style-type: none"> <li>➤ Annual licensing</li> <li>➤ Product updates</li> <li>➤ Online access to MARC records</li> <li>➤ District Technical Support includes:               <ul style="list-style-type: none"> <li>➤ Toll free telephone technical support for Follett Trained resources</li> <li>➤ 24/7 Access to online knowledge base</li> <li>➤ Unlimited email support</li> <li>➤ Access to recorded web-based training</li> </ul> </li> </ul>		<b>\$6,750.00</b>

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

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\_\_\_\_\_ initialed by Follett

<u>Additional Per Site License Fees and Additional Annual Software Maintenance and Support Fees*</u>	Initial License Fee Per Site	Annual Maintenance and Support Fee Per Site**
The following fees are provided for additional sites (beyond the number of licenses included in this Agreement) added to the Destiny Resource Management Solution. These prices are fixed for a period of 3 years from the Effective Date of this Agreement.		
Destiny Library Manager	\$3,999	\$790

*\*You must have paid or pay for all prior years' Fee in order to receive updates.*

*\*\* New sites added to the Destiny Resource Management Solution will receive a free year of Software Maintenance and Support. Follett will invoice the District a prorated amount for new sites to align the appropriate fees to your annual support date.*

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.

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**

**College Station ISD**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 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 Customer's 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 2000/2005 and Microsoft JDBC Driver for SQL Server 2000/2005. 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

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\_\_\_\_ initialed by Follett

NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, FAILURE OF ESSENTIAL PURPOSE, OR 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.

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\_\_\_\_\_ initialed by Follett