

**Agreement
Between
City of Waterbury
Waterbury Public Schools
And
Follett School Solutions, Inc.
For
Licensing and Implementation of Follett Destiny Solution**

THIS AGREEMENT effective on the date signed by the Mayor, is by and between the City of Waterbury, Waterbury Public Schools, 236 Grand Street, Waterbury, Connecticut (the "City"/Customer) and Follett School Solutions, Inc. located at 1340 Ridgeview Drive, McHenry, Illinois 60050, a State of Illinois duly registered foreign corporation ("Follett").

WHEREAS, Follett has provided the City a proposal for the Licensing and Implementation of the Follett Destiny solution Program for its school Library systems:

WHEREAS, the City has accepted this proposal from Follett. Follett has represented that it is a sole source provider of said program and services.;

NOW THEREFORE, the City and Follett hereby agree and covenant as follows to enter into this following agreement for the Licensing and implementation for the Follett Destiny Program ("Program") under the terms and conditions outlined as follows:

1. **Scope of Services.** Follett shall furnish all of the labor, services, equipment, materials, supplies, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies and incidentals shall comply with (i) any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and (ii) generally accepted professional standards, and shall consist of those activities as more particularly described and set forth in Schedule A Statement of Work. All services shall be applicable as detailed to the Licensed School Sites as set forth in Schedule C attached hereto and made part of this Agreement as if fully set forth herein.

2. **Nature of the Transaction.** Follett School Solutions, Inc. ("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").

3. **License.** Upon commencement of the hosting services provided under the Agreement, Customer will be licensed to use the Destiny™ software (the "Software") according to the Follett School Solutions, Inc. Product Licensing Terms, incorporated into this Agreement by reference and available at the following URL: http://www.follettsoftware.com/_files/fsc/file/cms/DestinyLicense.pdf. The license shall be subject to the Term stated in Section 13 below. In the event of a conflict between the terms of this Agreement and the Follett School Solutions, Inc. Product Licensing Terms, the terms of this Agreement shall govern. Access or use of certain additional or special features of Destiny,

including but not limited to Destiny Discover, requires that Customer maintains current Follett School Solutions, Inc. support services.

Discover, requires that Customer maintains current Follett School Solutions, Inc. support services.

4. **Hosting.** Follett will provide to Customer those hosting services more particularly described in the SOW ("Hosted Services"). Follett may provide the Hosted Services from any facility and may from time to time transfer any or all of the Hosting Services to any new facilities or relocate the personnel, equipment, and other resources used in providing Hosting Services. Follett will back up the Customer's database at the Follett Hosting Center daily and will store the backup in accordance with industry standards.

5. **Service Levels.** The Follett Hosting Service is provided 24 hours per day, 7 days per week. Follett shall provide the following service levels for the Hosting Service: 98% up-time, Monday through Friday during the hours of 6 a.m. to 6 p.m. (US Central Time) ("Up-time").

6. **Security.** Follett agrees to employ commercially reasonable security measures that comply with all applicable federal and state laws and regulations regarding data security and privacy for provision of the Hosted Service. Except as expressly provided in this Section, neither Follett nor its successors or assigns shall have any liability for the breach of its security measures or the integrity of the Hosting Services, unless caused by the willful misconduct of Follett, its employees or subcontractors.

7. **Third Party Equipment and Software.** Unless otherwise indicated in the SOW, Follett will be responsible for the purchase of, and entering into appropriate licensing agreements concerning, any third party equipment and software necessary for the performance of the Hosted Service. Ownership and/or licenses for the third party equipment and software shall be in the name of Follett.

8. **Customer Responsibilities.** In addition to any other duties and obligations set forth in this Agreement, Customer will undertake the following responsibilities at Customer's sole cost and expense:

- (a) Completion of any Customer requirements set forth in the SOW
- (b) Provision and continuous operation of all communication lines, parts, modems, interface equipment and workstations as necessary or reasonably appropriate for use and maintenance of the network capacity between Customer facilities and the hosted system;
- (c) Cooperation with and assistance to Follett with the transition to the Hosted Service;
- (d) Inspection and review of all reports and other output provided by Follett and notification to Follett of any incorrect reports or output within three business days after its receipt (or other mutually agreed upon time frame);
- (e) Training of appropriate Customer personnel to properly prepare input for and to effectively utilize output from the hosted system; and
- (f) Cooperation with Follett by, among other things, making available as reasonably requested management decisions, information, approvals, and acceptances in order that Follett may properly accomplish its obligations and responsibilities under this Agreement.

9. **Payment.** Customer will make payments for the quoted price of the Software according to the Payment Schedule, as set forth in **Schedule B**, attached hereto and made part of this Agreement. On-time payments prior to term expiration are required for annual licensing to use the Follett Hosted Service.

10. **Ownership.** All Customer Personally Identifiable Information and other data received by Follett from Customer (collectively, "Customer Data") will remain Customer's property, and upon the termination of this Agreement for any reason, the Customer will be provided an opportunity to export catalog and patron data in a reasonable timeframe, not to exceed 120 days past termination date. Follett shall terminate the Customer's access to the Follett hosted service and destroy the Customer Data after the customer's timeframe to export data has passed. Follett may use aggregate data from schools or districts for marketing purposes. Follett shall own all intellectual property rights, including copyright, trademark, patent and trade secret rights in and to the Software, and this Agreement shall not be construed as a transfer of any right, title or interest in the Software.

11. **License.** During the term of this Agreement, Customer grants to Follett the limited, nonexclusive right and license to copy, display, perform, modify and otherwise use (and permit others to use) any Customer Data solely for the purpose of rendering the Services to Customer.

12. **Delays.** Follett is not responsible for any failure to provide Hosting Services if such failure is caused by changes to the format of the Customer Data, changes to Customer's equipment or software, or Customer's delay or failure in the performance of customer responsibilities.

13. **Service Term.** The term of the Service shall be one (1) year with automatic renewal, unless either party terminates in writing at least sixty (60) days prior to expiration of the current term, or any term thereafter. The renewal date shall be the date in which the implementation of the program system is complete, and completion is confirmed by the City. The parties will endeavor to complete the implementation by February 28, 2017. Prices will not change for the first two (2) years of the agreement. Follett will notify Customer at least 90 days in advance of any price changes beyond the initial two (2) years of service.

14. **Effect of Termination.** Sections 10, 15, 16, 17, 18 and 21 shall survive any termination of this Agreement. At any time prior to termination, Customer may export Customer's data using the Software.

14.1. **Termination of Contract for Cause.** If, through any cause, in part or in full, not the fault of Follett, Follett shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Follett shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Follett of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

14.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by Follett under this Contract shall, at the option of the City, become the City's property, and Follett shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

14.1.2 Notwithstanding the above, Follett shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Follett, and the City may withhold any payments to Follett for the purpose of setoff until such time as the exact amount of damages due the City from Follett is determined.

- 14.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to Follett. If this Contract is terminated by the City as provided herein, Follett will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Follett covered by this Contract, less payments of compensation previously made.
- 14.3. Termination for Non-Appropriation or Lack of Funding. Follett acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. Follett therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.
- 14.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to Follett.
- 14.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay Follett for the agreed to level of the products, services and functions to be provided by Follett under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to Follett, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.
- 14.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate Follett for any lost or expected future profits.
- 14.4. Rights Upon Cancellation of Termination.
- 14.4.1 Termination for Cause. In the event the City terminates this Contract for cause, Follett shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, Follett shall transfer all licenses to the City which Follett is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate Follett for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City

prior to such termination. Follett shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

14.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay Follett for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and Follett shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). Follett shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and Follett may negotiate a mutually acceptable payment to Follett for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

14.4.3 Termination by Follett. Follett may, by written notice to the City, terminate this Contract if the City materially breaches, provided that Follett shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, Follett will be compensated by the City for work performed prior to such termination date and Follett shall deliver to the City all deliverables as otherwise set forth in this Contract.

15. 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 School Solutions, Inc. Product Licensing Terms.

16. 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.

17. **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 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.

18. **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 of any kind 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.

19. **Publicity.** During the term of this Agreement, Follett and its affiliates shall have the right to use the customer name and profile in Follett's marketing materials in any media.

20. **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.

21. **Applicable Law.** This Agreement shall be construed under the laws of the State of Connecticut, exclusive of its choice of laws provisions.

22. **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.

23. **FERPA.** In the event that Follett comes into possession of education records of City of Waterbury students, as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99), the Follett shall comply with the requirements of said statute and regulations, and agrees to use information obtained regarding student education records only for the purposes provided in this Agreement. Without the prior written consent of the student, as required by FERPA, Follett has no authority to make any other disclosures of any information from education records.

24. **Data Privacy.**

Electronic Transmission of Student Records

24.1 Follett shall comply will all relevant provisions of Public Act No. 16-189 entitled an

act concerning Student Data Privacy.

- 24.2 Follett agrees that student records, student information, and student-generated content (herein after "student data") as defined by Connecticut P.A. 16-189 are not the property of, or under the control of Follett.
- 24.3 Follett agrees that the City may at any time upon five (5) business days written notice request the deletion of student data in the possession of Follett.
- 24.4 Follett agrees that it will not use student data for any purposes other than those specifically allowed under the terms of this Agreement.
- 24.5 Follett agrees that, Students, their parents or legal guardians may review personally identifiable information contained in student information, student records, or student-generated content and correct erroneous information ,if any, in such student record pursuant to the Waterbury Board of Education Policy's.
- 24.6 Follett agrees and is responsible to take all actions designed and required by applicable State, Federal, and local law to ensure the confidentiality of all student data.
- 24.7 Follett agrees that it will not retain any student data or let said student data remain available to Follett upon completion of the services under this Agreement unless the Parents, Legal guardians, and/or the student have entered into an Agreement with Follett regarding the retention of the student's data in an electronic form or database.

25. Security Breach of Student Information and Data.

25.1 Follett's Procedure for Notification Regarding Breach or Unauthorized Release of Student Information.

Follett shall establish a procedure and provide a copy of said procedure to the City and its Board of Education setting forth its notification policy to the Board of Education and the Parents when there has been a breach or unauthorized release of student information or records.

25.2 Follett shall provide a 30-Day notification in event of unauthorized release of student information.

Upon the discovery of a breach of security that results in the unauthorized release of student information, as defined by Public Act 16-189, (excluding directory information), Follett must notify the City of such breach without unreasonable delay, and in no case later than thirty (30) days from discovery of the breach. During that 30-day period, Follett may (1) conduct an investigation to determine the scope of the unauthorized release and the identity of the students whose information was compromised or (2) restore the integrity of Follett's data system.

25.3 Follett shall provide a 60-Day notification in event of unauthorized release of directory information, student records, or student-generated content.

Upon the discovery of a breach of security that results in the unauthorized release of directory information, student records, or student-generated content as defined by Public Act 16-189, the Follett must notify the City without unreasonable delay and in no case later than sixty (60) days from discovery of the breach. During the 60-day period, Follett may (1) conduct an investigation to determine the scope of the unauthorized release and the identity of the students whose information was compromised or restore the integrity of Follett's data system, or (2) restore the reasonable integrity of Follett's data system. In the event that Follett comes into possession of education records of City of Waterbury students, as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99), the Follett shall comply with the requirements of said statute and regulations, and agrees to use information obtained regarding student education records only for the purposes provided in this Agreement. Without the prior written consent of the student, as required by FERPA, Follett has no authority to make any other disclosures of any information from education records.

26. Waterbury Code of Ethics.

26.1 Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

26.2 Prohibition Against Gratuities and Kickbacks. No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.

No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.

Upon showing that a subcontractor made a kickback to the City, a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

- 26.3. Prohibition Against Contingency Fees. Follett hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.
- 26.4 City of Waterbury's Ethics Code Ordinance Follett hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

27. Follett's Insurance.

- 27.1 Follett shall not commence work under this Contract until all insurance required under this Section has been obtained by Follett and such insurance has been approved by the City. Follett shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.
- 27.2 At no additional cost to the City, Follett shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from Follett's obligation under this Contract, whether such obligations are Follett's or subcontractor or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant or subcontractor may be liable.
- 27.3 Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.
- 27.4 The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by Follett:
 - 27.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.
 - 27.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL) Each Accident.

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including all owned and hired autos.

27.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability: EL Each Accident \$500,000.00, EL Disease Each Employee \$500,000.00, EL Disease Policy Limit \$500,000.00. Follett shall comply with all State of Connecticut statutes as it relates to workers' compensation.

27.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. \$1,000,000.00 Each Occurrence and \$1,000,000.00 Aggregate.

27.4.5 Professional Liability Insurance:

Professional liability (also known as, errors and omissions) insurance providing coverage to Follett.

27.5 Failure to Maintain Insurance: In the event Follett fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset Follett's invoices for the cost of said insurance.

27.6 Cancellation: The City of Waterbury shall receive written notice of cancellation from Follett at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

27.7 Certificates of Insurance: Follett's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under Follett's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time Follett executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and its Board of Education are listed as additional insured on all lines of coverage except Workers Compensation. All policies shall include a waiver of subrogation and be written on an Occurrence basis". The City's request for proposal number must be shown on the certificate of insurance. Follett must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.


27.8. No later than thirty (30) calendar days after Consultant receipt, Follett shall deliver to the City a copy of Follett's insurance policies, endorsements, and riders.

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 Agreement to be duly executed by their authorized representatives as set forth below.

FOLLETT SCHOOL SOLUTIONS, INC.:

Signature:



Print Name/Title:

Patrick F. Sullivan, Finance Administrator MS

Address:

1340 Ridgeview Drive
McHenry, IL 60050

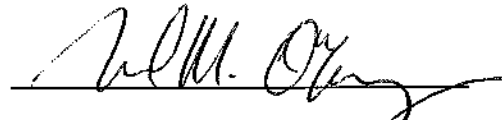
Date:

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January 10, 2017

CITY OF WATERBURY:

Signature:



Print Name/Title:

Mayor Neil M. O'Leary, Mayor

Address:

235 Grand Street
Waterbury, CT, 06702

Date:

3/10/17

APPROVED AS TO FORM


Attorney, Corporation Counsel's Office

Statement of Work

Schedule A

Any capitalized terms not defined in this Statement of Work (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. Follett will complete the Services according to the schedule below, unless otherwise agreed upon by the parties.

Overview

The Follett Destiny Solution will be specifically tailored with applicable components, among which are implementation services, data services, customized services, Digital Content Solutions, peripherals, additional training services and/or post-implementation services.

Note: The Follett Destiny Solution is a Student Interoperability Framework (SIF) certified product based on the US SIF Specification. The Destiny SIF agent and SIF implementation services are sold by Kimono (web.kimonocloud.com).

Application Software and Online Services

This SOW covers your Solution, including the following Follett Destiny Solution components:

- Destiny Library Manager

The Follett-hosted service provides access to support the resource management needs of your district. The core of the solution consists of several applications and online service components for inventory management, including:

Application:

- Centralized database and application
- Cataloging
- Circulation
- Inventory
- Searching
- Reporting
- Off-line Circulation
- Online help
- Alliance Plus—Online access to a database of over 9 million high-quality MARC21 records
- One Search
- TitlePeek
- Z39.50 Client

- Z39.50 Server
- WebPath Express

Destiny Discover

With the purchase of Destiny Library Manager, you receive Destiny Discover interface which is an optional cloud based interface to access all your digital and print materials.

Digital Content Solutions

Follett Digital Content Solutions are tools for schools and districts to be at the forefront of digital learning. Manage content to help create active, personalized learning for students.

Alliance Plus®

Alliance Plus offers 24/7 access to more than 9 million high-quality MARC records for print materials. The database is continuously updated with new records, allowing your district to quickly and easily keep your catalog up-to-date with local holdings as well as improve search results for your users with the addition of reading and interest levels, subject headings, summary and content notes, and review sources.

One Search™ Solution

One Search is a federated search tool that allows your students and staff to search resources simultaneously with a single search, including content from paid and free online research databases that may be available in your library (such as ProQuest, EBSCO or Gale Group) and Destiny. By presenting a single, familiar interface for searching these data sources, your students will find the information they need quickly and effectively, and usage of your valuable research databases will be improved.

TitlePeek™ Solution

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™ Solution

This is an online solution that directs users who are searching Destiny Library Manager's Catalog to high quality, educator-reviewed Web sites. WebPath Express contains over 85,000 Web sites with more updated and added on a regular basis.

Implementation Services

Project Management

Follett will provide project management services in accordance with industry standard techniques. The Project Manager is your district's central point of contact during the implementation of Destiny, to guide and oversee the entire implementation.

Your Project Manager focuses on the following objectives:

- Facilitation of all project planning activities
- Creation of a Project Plan that is developed and agreed to in writing by both you and Follett
- Coordination of all internal resources to ensure that timelines and deadlines are met
- Successful completion of the project and written customer Acknowledgement of Delivery of the Follett Destiny Solution

Project planning includes the following key activities:

Project Planning Questionnaires: At the beginning of your project, your Destiny Project Manager will provide questionnaires to be filled out by your district staff. You will be requested to fill out a questionnaire for each Destiny product, your servers and network, and one concerning your Student Information System (SIS). It is important to complete and return them to your Project Manager prior to the Project Planning Meeting in order to have the most productive meeting, and for Follett to provide the guidance and recommendations appropriate for your district.

Project Planning Meeting: This meeting will review responses from the project planning questionnaires and address any questions or concerns. The expected outcome of this Project Planning Meeting is to develop the implementation, installation and training plan and to ensure that proper expectations are set regarding project responsibilities and schedule. Implementations consisting of more than 26 school locations have the option for the Project Planning Meeting to be held on site.

Additionally, the Project Manager will coordinate the efforts of the various internal resources to ensure that timelines and deadlines are met. The Project Manager guides the project from the time of purchase commitment through the Acknowledgement of Delivery.

Follett Project Manager Responsibilities:

- Facilitate all project planning activities
- Create a detailed Project Plan
- Manage the Project Plan to ensure that deadlines are met, and mitigate whenever plan objectives are at risk
- Maintain project documentation and provide periodic status reports
- Work with your district's primary point of contact to resolve any issues that develop during the project
- Ensure communication between the Implementation Team and your district
- Transition your district to our Customer Service team within the agreed upon period, not to exceed 60 days of receipt of Acknowledgement of Delivery letter

Customer Responsibilities:

- Assign a single Customer point of contact to work directly with the Project Manager.
- Participate in the Project Planning Meeting with Follett—Customer project stakeholders must attend.
- Provide a list of sites that will use the Follett Destiny Solution under the Agreement. This must be documented in **Schedule C** of this Agreement.

- Meet commitments as agreed upon in the Project Plan. If deadlines are not met, the overall Project Plan may need to be modified to compensate for changes. Should Customer not meet a commitment set forth in the agreed Project Plan, Follett cannot guarantee that the original timelines can be kept. Any changes to the agreed upon Plan must be evidenced in writing signed by the parties.
- Participate in conference calls as needed.

System Setup Services

System Setup

System setup for the Follett Hosted Service provides your school with configured access to your Destiny software via a Web site address (URL). Data can be imported into Destiny in many ways including: Bibliographic data that is processed by Follett, current system patron data from a data extraction, and SIS patron data exported in a CSV file format.

It is the customer's responsibility to provide written verification of the Follett Hosted Service Solution delivery immediately following the System Setup via the Acknowledgement of Delivery document (AOD).

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

- Follett will not install any hardware or software at your district or schools.
- Follett will not configure your networking infrastructure. Your entire district-networking infrastructure must be up and running to support the service. This includes all routers and Wide Area Network links.

No school visits are included within the scope of this Agreement. However, during the system setup the Follett Implementation Specialist will illustrate workstation configurations that support Destiny.

Technical Administrative Training

A Follett Technical Specialist will deliver a brief technical training for your district technology staff. For the Follett Hosted Service, this training will focus on technical administrative functions you need to understand (does not include managing a Destiny server since the server will be managed by Follett).

Your district can have up to 12 users at this training session. Attendees who participate in this training will be the only ones authorized to contact Follett's Technical Support hotline for help. Additional attendees can be added at an additional cost.

Follett may utilize remote, web-based conferencing tools to facilitate this training. If this training is delivered with remote, web-based conferencing tools, high-speed Internet access is required. For best results, your district should select a quiet room with a quality conference telephone.

Destiny Library Manager Data Services

Library Manager Standard MARC Conversion

Since your existing system allows export in a standard MARC format, Follett will provide the Library Manager Standard MARC Conversion service to convert your electronic library data to the MARC21 / 852 holdings format.

Follett Responsibilities:

- Follett will profile the data at the time of conversion in an attempt to identify data issues and associated implications with loading the data into Destiny.
- Follett will assign a Data Specialist to the project team to serve as your point of contact for any data consultations.

Customer Responsibilities:

- Customer will provide Follett with the data in electronic format, along with related materials, 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 will provide a single point of contact for data related decisions and communications.

Training Services

Training should be scheduled within 30 days, and completed within 90 days, of the signed Acknowledgement of Delivery (AOD). If training is not completed within 90 days of the signed AOD, Follett is not obligated to complete the training, but may do so depending upon the circumstances. If your district elects to receive training at a later date, you may be charged up to current market prices. Customers are not permitted to videotape or record in any way Follett delivered services or training events.

Library Manager On-Site Training – 1 Day

This one-day instructor-led training session covers the fundamentals so that you can start using Destiny Library Manager immediately. Delivered by a certified trainer and geared toward staff members who perform supporting functions in school libraries and media centers, this condensed course covers topics ranging from logging on and navigating the system to circulation and cataloging basics.

Customers may have up to a maximum of twenty (20) participants. Attendees who participate in this training will be authorized to contact Follett's toll-free technical support hotline for help.

Additional Training Services

Destiny Training

Additional training content can be purchased and delivered at the time of implementation or later. Additional training sessions will provide each librarian, textbook coordinator or resource manager in your district with complementary skills to maximize use of your Follett Destiny Solution. The format is hands-on, with the number of attendees per session based on the options selected.

Training toolkits

Training toolkits offer access to our extensive online library of training modules. The training modules include lesson plans, quick reference guides, and videos that let Destiny users maximize their use of the Follett Destiny Solution by providing access to training whenever and wherever needed. Training toolkits are available through Destiny Help.

Post Implementation Support Services

District Technical Support

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

- Software updates during the year
- Alliance Plus—Online access to a database of over 9 million high-quality MARC21 records
- One Search
- TitlePeek
- Z39.50 Client
- Z39.50 Server
- Alliance Plus—Online access to a database of over 9 million high-quality MARC21 records
- One Search
- TitlePeek
- Z39.50 Client
- Z39.50 Server
- WebPath Express
- Toll-free telephone technical support for designated Customer contacts
- 24/7 customer Web Portal, with searchable online knowledge base
- Unlimited email support
- Training toolkits (lesson plans, quick reference guides, and videos)

Note: Follett will only provide support for the current and one prior release of software. Follett will only provide support to the extent that the applicable Management product is utilized as licensed. Any use beyond the intended use of the product, as outlined in the Statement of Work, may result in cancellation of Support.

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 6 a.m. to 6 p.m. Central Time, Monday through Friday. 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 members that have not been designated by the Customer.

Customer Requirements:

- 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.

Customer Web Portal

Follett has a web-based support portal, which is available 24/7 to all customers with a current support Agreement. It includes:

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.

Digital Resource Limit

Digital content that is uploaded and cataloged is limited to 1 GB per Destiny database (for district if the Destiny database serves a multi-school district; or individual school, if the database is limited to a specific school). If at any time you exceed this limit and wish to purchase additional space, you may do so at an additional cost of \$5.00 per GB annually.

This Follett Destiny® Solution Agreement, which includes the attached Terms and Conditions, Statement of Work and schedules (collectively, "Agreement"), governs your purchase and licensing of Follett's Destiny Solution.

Summary of Software and Services: Year 1 Costs		Pricing
	Customer Price	\$49,330.80
	Estimated Shipping and Handling	\$116.14
	Final Price	\$49,446.94

Competitive Promotion

- Destiny Library Manager™ for eight (8) location(s) \$12,200.00
 - Alliance Plus
 - Destiny Discover
 - One Search
 - TitlePeek
 - Library Manager Standard MARC Conversion from Bibliomation
 - Online documentation and Help

- Destiny Library Manager™ for nine (9) location(s) \$14,400.00
 - Alliance Plus
 - Destiny Discover
 - One Search
 - TitlePeek
 - Online documentation and Help

Legacy Promotion

- Destiny Library Manager™ for one (1) location(s) \$999.00
 - Alliance Plus
 - Destiny Discover
 - One Search
 - TitlePeek
 - Online documentation and Help

- Destiny Library Manager™ upgrade from Destiny School for six (6) location(s) \$5,100.00
 - Alliance Plus
 - Destiny Discover
 - One Search
 - TitlePeek
 - Online documentation and Help
 - Note: Library Manager is designed specifically as a Library management

tool

- Server maintenance and support

- **Project Management:** includes a central point of contact during the implementation of the Follett Hosted Service.
- **System Setup:** consists of remote initial setup of district and schools, and initial data load.
- **Technical Administrative Training:** consists of remote brief technical training for the Follett Hosted Service. For the most optimal learning experience, we recommend no more than twelve (12) participants.

- WebPath Express solution for two (2) location(s) \$998.00

- Destiny Upgrade - One Upgrade to Current Version for four (4) locations \$0.00
- Destiny Upgrade-Three or More Upgrades to Current Version for two (2) locations \$0.00
- Destiny - Patron Data Service \$0.00

- Thirty thousand (30,000) Title Polythermal Labels (black & white sheet) \$2,422.50

* Note that the Extended Maintenance Agreements must be purchased at the time of original hardware purchase

- PN237 Promotion (Expires December 19, 2016)
 - Eighteen (18) Follett Corded Scanner 5100(s) with Hands-Free Stand (includes manufacturer's 5 year warranty) \$4,213.80

- Destiny Library Manager On-Site Training - 1 day \$2,499.00
- Destiny Library Manager On-Site Training - additional one (1) non-consecutive day(s) \$2,499.00
- Understanding Destiny's Roles and Permissions - one (1) session(s) \$350.00

- Beginning November 1, 2016, your ongoing Annual Software and Maintenance Fee for four (4) Library Manager with TitlePeek sites will be changed to \$3,400.00 (\$850.00 per site) \$3,400.00
- Bucks Hill Elementary School (0600680)
- Carrington Elementary School (0600682)

- Maloney Magnet School (0600692)
- Waterbury Career Academy High School (0601840)

- WebPath Express solution for one (1) location(s) \$249.50
- Maloney Magnet School (0600692)

Annual Licensing and Maintenance Costs*

- Destiny Library Manager for twenty-eight (28) location(s) \$23,800.00
 - Alliance Plus
 - Destiny Discover
 - One Search
 - TitlePeek
 - Online documentation and Help
- District Technical Support Includes:
 - Toll-free telephone technical support for designated Customer contacts
 - 24/7 customer Web Portal, with searchable online knowledge base
 - Unlimited email support
 - Training toolkits (lesson plans, quick reference guides, and videos)
 - Product updates

- WebPath Express solution for three (3) location(s) \$748.50

Total Annual Licensing and Maintenance Costs:** **\$24,548.50**

*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 continue to receive access to the Follett Hosted Service. Otherwise Follett reserves the right to turn off the Services.

Based on discussions with your district, your implementation is scheduled to be completed no later than February 28, 2017. Follett staff will work with your district to begin project planning to reach that implementation date. Because Follett plans our resource allocation based on projected installation requirements, we appreciate your collaboration in meeting this mutually agreed upon timeline.

**** Note:** This new pricing will be reflected in your next annual renewal fee

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

- 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>

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	\$49,330.80	Net 30 days after acknowledgement of delivery
Shipping & Handling	\$116.14	Net 30 days after acknowledgement of delivery
Total	\$49,446.94	

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

Licensed School Sites*

Schedule C

*Note: Licenses are transferable.

School or Site Name	Product Type (check all that apply)	Data Service	Digital Content Subscriptions
1) B W TINKER ELEM SCH 0600679 I FLR: L0667209.000	Destiny Products: <input checked="" type="checkbox"/> Library Manager <input type="checkbox"/> Textbook Manager <input type="checkbox"/> Media Manager <input type="checkbox"/> Resource Manager	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Alliance A/V <input type="checkbox"/> Fountas & Pinnell <input type="checkbox"/> Lexile <input type="checkbox"/> Reading Program - AR/RC <input type="checkbox"/> Standards <input checked="" type="checkbox"/> TitlePeek <input type="checkbox"/> WebPath Express <input type="checkbox"/> ABC-CLIO <input type="checkbox"/> ABDO <input type="checkbox"/> A.D.A.M. <input type="checkbox"/> CountryReports <input type="checkbox"/> Soundzabound <input type="checkbox"/> Teachingbooks.net <input type="checkbox"/> Biblionasium Integration
2) BUNKER HILL ELEM SCH 0600681 I FLR: L0667209.000	Destiny Products: <input checked="" type="checkbox"/> Library Manager <input type="checkbox"/> Textbook Manager <input type="checkbox"/> Media Manager <input type="checkbox"/> Resource Manager	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Alliance A/V <input type="checkbox"/> Fountas & Pinnell <input type="checkbox"/> Lexile <input type="checkbox"/> Reading Program - AR/RC <input type="checkbox"/> Standards <input checked="" type="checkbox"/> TitlePeek <input type="checkbox"/> WebPath Express

- ABC-CLIO
- ABDO
- A.D.A.M.
- CountryReports
- Soundzabound
- Teachingbooks.net
- Biblionasium Integration

3) CROSBY HIGH SCH
0600683 I FLR: L0667209.000

Destiny Products:

- | | | |
|---|-------------------------------------|---|
| <input checked="" type="checkbox"/> Library Manager | <input checked="" type="checkbox"/> | <input type="checkbox"/> Alliance A/V |
| <input type="checkbox"/> Textbook Manager | <input type="checkbox"/> | <input type="checkbox"/> Fountas & Pinnell |
| <input type="checkbox"/> Media Manager | <input type="checkbox"/> | <input type="checkbox"/> Lexile |
| <input type="checkbox"/> Resource Manager | <input type="checkbox"/> | <input type="checkbox"/> Reading Program - AR/RC |
| | | <input type="checkbox"/> Standards |
| | | <input checked="" type="checkbox"/> TitlePeek |
| | | <input type="checkbox"/> WebPath Express |
| | | <input type="checkbox"/> ABC-CLIO |
| | | <input type="checkbox"/> ABDO |
| | | <input type="checkbox"/> A.D.A.M. |
| | | <input type="checkbox"/> CountryReports |
| | | <input type="checkbox"/> Soundzabound |
| | | <input type="checkbox"/> Teachingbooks.net |
| | | <input type="checkbox"/> Biblionasium Integration |

4) DRIGGS ELEM SCH
0600684 I FLR: L0667209.000

Destiny Products:

- | | | |
|---|--------------------------|--|
| <input checked="" type="checkbox"/> Library Manager | <input type="checkbox"/> | <input type="checkbox"/> Alliance A/V |
| <input type="checkbox"/> Textbook Manager | <input type="checkbox"/> | <input type="checkbox"/> Fountas & Pinnell |
| <input type="checkbox"/> Media Manager | <input type="checkbox"/> | <input type="checkbox"/> Lexile |
| <input type="checkbox"/> Resource Manager | <input type="checkbox"/> | <input type="checkbox"/> Reading Program - AR/RC |
| | | <input type="checkbox"/> Standards |

-
- TitlePeek
- WebPath Express
- ABC-CLIO
- ABDO
- A.D.A.M.
- CountryReports
- Soundzabound
- Teachingbooks.net
- Biblionarium Integration

5) DUGGAN ELEM SCH
0601743 I FLR: L0667209.000

Destiny Products:

- Library Manager
- Textbook Manager
- Media Manager
- Resource Manager

-
- Alliance A/V
- Fountas & Pinnell
- Lexile
- Reading Program - AR/RC
- Standards

- TitlePeek
- WebPath Express
- ABC-CLIO
- ABDO
- A.D.A.M.
- CountryReports
- Soundzabound
- Teachingbooks.net
- Biblionarium Integration

6) FIKINGSBURY ELEM SCH
0600687 I FLR: L0667209.000

Destiny Products:

- Library Manager
- Textbook

-
- Alliance A/V
- Fountas & Pinnell

- | | | |
|---|--------------------------|---|
| <input type="checkbox"/> Manager | <input type="checkbox"/> | <input type="checkbox"/> Lexile |
| <input type="checkbox"/> Media Manager | <input type="checkbox"/> | <input type="checkbox"/> Reading Program - AR/RC |
| <input type="checkbox"/> Resource Manager | | <input type="checkbox"/> Standards |
| | | <input checked="" type="checkbox"/> TitlePeek |
| | | <input type="checkbox"/> WebPath Express |
| | | <input type="checkbox"/> ABC-CLIO |
| | | <input type="checkbox"/> ABDO |
| | | <input type="checkbox"/> A.D.A.M. |
| | | <input type="checkbox"/> CountryReports |
| | | <input type="checkbox"/> Soundzabound |
| | | <input type="checkbox"/> Teachingbooks.net |
| | | <input type="checkbox"/> Biblionarium Integration |

7) **GILMARTIN SCH**
0600690 I FLR: L0667209.000

- | | | |
|---|--------------------------|---|
| Destiny Products: | <input type="checkbox"/> | <input type="checkbox"/> Alliance A/V |
| <input checked="" type="checkbox"/> Library Manager | <input type="checkbox"/> | <input type="checkbox"/> Fountas & Pinnell |
| <input type="checkbox"/> Textbook Manager | <input type="checkbox"/> | <input type="checkbox"/> Lexile |
| <input type="checkbox"/> Media Manager | <input type="checkbox"/> | <input type="checkbox"/> Reading Program - AR/RC |
| <input type="checkbox"/> Resource Manager | <input type="checkbox"/> | <input type="checkbox"/> Standards |
| | | <input checked="" type="checkbox"/> TitlePeek |
| | | <input checked="" type="checkbox"/> WebPath Express |
| | | <input type="checkbox"/> ABC-CLIO |
| | | <input type="checkbox"/> ABDO |
| | | <input type="checkbox"/> A.D.A.M. |
| | | <input type="checkbox"/> CountryReports |
| | | <input type="checkbox"/> Soundzabound |
| | | <input type="checkbox"/> Teachingbooks.net |
| | | <input type="checkbox"/> Biblionarium Integration |

8) HENRY S CHASE ELEM SCH
0600688 I FLR: L0667209.000

Destiny Products:

- | | | |
|---|--------------------------|--|
| <input checked="" type="checkbox"/> Library Manager | <input type="checkbox"/> | <input type="checkbox"/> Alliance A/V |
| <input type="checkbox"/> Textbook Manager | <input type="checkbox"/> | <input type="checkbox"/> Fountas & Pinnell |
| <input type="checkbox"/> Media Manager | <input type="checkbox"/> | <input type="checkbox"/> Lexile |
| <input type="checkbox"/> Resource Manager | <input type="checkbox"/> | <input type="checkbox"/> Reading Program - AR/RC |
| | | <input type="checkbox"/> Standards |
| | | <input checked="" type="checkbox"/> TitlePeek |
| | | <input type="checkbox"/> WebPath Express |
| | | <input type="checkbox"/> ABC-CLIO |
| | | <input type="checkbox"/> ABDO |
| | | <input type="checkbox"/> A.D.A.M. |
| | | <input type="checkbox"/> CountryReports |
| | | <input type="checkbox"/> Soundzabound |
| | | <input type="checkbox"/> Teachingbooks.net |
| | | <input type="checkbox"/> Bibliasium Integration |

9) HOPEVILLE ELEM SCH
0600689 I FLR: L0667209.000

Destiny Products:

- | | | |
|---|--------------------------|--|
| <input checked="" type="checkbox"/> Library Manager | <input type="checkbox"/> | <input type="checkbox"/> Alliance A/V |
| <input type="checkbox"/> Textbook Manager | <input type="checkbox"/> | <input type="checkbox"/> Fountas & Pinnell |
| <input type="checkbox"/> Media Manager | <input type="checkbox"/> | <input type="checkbox"/> Lexile |
| <input type="checkbox"/> Resource Manager | <input type="checkbox"/> | <input type="checkbox"/> Reading Program - AR/RC |
| | | <input type="checkbox"/> Standards |
| | | <input checked="" type="checkbox"/> TitlePeek |
| | | <input type="checkbox"/> WebPath Express |
| | | <input type="checkbox"/> ABC-CLIO |
| | | <input type="checkbox"/> ABDO |
| | | <input type="checkbox"/> A.D.A.M. |
| | | <input type="checkbox"/> CountryReports |

- Soundzabound
- Teachingbooks.net
- Biblionasium Integration

10) JOHN F KENNEDY HIGH SCH
0600691 I FLR: L0667209.000

Destiny Products:

- | | | |
|---|-------------------------------------|---|
| <input checked="" type="checkbox"/> Library Manager | <input checked="" type="checkbox"/> | <input type="checkbox"/> Alliance A/V |
| <input type="checkbox"/> Textbook Manager | <input type="checkbox"/> | <input type="checkbox"/> Fountas & Pinnell |
| <input type="checkbox"/> Media Manager | <input type="checkbox"/> | <input type="checkbox"/> Lexile |
| <input type="checkbox"/> Resource Manager | <input type="checkbox"/> | <input type="checkbox"/> Reading Program - AR/RC |
| | | <input type="checkbox"/> Standards |
| | | <input checked="" type="checkbox"/> TitlePeek |
| | | <input type="checkbox"/> WebPath Express |
| | | <input type="checkbox"/> ABC-CLIO |
| | | <input type="checkbox"/> ABDO |
| | | <input type="checkbox"/> A.D.A.M. |
| | | <input type="checkbox"/> CountryReports |
| | | <input type="checkbox"/> Soundzabound |
| | | <input type="checkbox"/> Teachingbooks.net |
| | | <input type="checkbox"/> Biblionasium Integration |

11) IONATHAN REED ELEM SCH
0601750 I FLR: L0667209.000

Destiny Products:

- | | | |
|---|--------------------------|--|
| <input checked="" type="checkbox"/> Library Manager | <input type="checkbox"/> | <input type="checkbox"/> Alliance A/V |
| <input type="checkbox"/> Textbook Manager | <input type="checkbox"/> | <input type="checkbox"/> Fountas & Pinnell |
| <input type="checkbox"/> Media Manager | <input type="checkbox"/> | <input type="checkbox"/> Lexile |
| <input type="checkbox"/> Resource Manager | <input type="checkbox"/> | <input type="checkbox"/> Reading Program - AR/RC |
| | | <input type="checkbox"/> Standards |
| | | <input checked="" type="checkbox"/> TitlePeek |
| | | <input type="checkbox"/> WebPath Express |
| | | <input type="checkbox"/> ABC-CLIO |

- ABDO
- A.D.A.M.
- CountryReports
- Soundzabound
- Teachingbooks.net
- Biblionasium Integration

12) MARGARET M GENERALI SCH
0600686 I FLR: L0667209.000

Destiny Products:

- Library Manager
- Textbook Manager
- Media Manager
- Resource Manager

- Alliance A/V
- Fountas & Pinnell
- Lexile
- Reading Program - AR/RC
- Standards
- TitlePeek
- WebPath Express
- ABC-CLIO
- ABDO
- A.D.A.M.
- CountryReports
- Soundzabound
- Teachingbooks.net
- Biblionasium Integration

13) Mary F Rotella Elem -0600685

Destiny Products:

- Library Manager
- Textbook Manager
- Media Manager
- Resource Manager

- Alliance A/V
- Fountas & Pinnell
- Lexile
- Reading Program - AR/RC
- Standards

- TitlePeek
- WebPath Express
- ABC-CLIO
- ABDO
- A.D.A.M.
- CountryReports
- Soundzabound
- Teachingbooks.net
- Biblionasium Integration

14) MICHAEL WALLACE MDL SCH
0600693 I FLR: L0667209.000

Destiny Products:

- Library Manager
- Textbook Manager
- Media Manager
- Resource Manager

- Alliance A/V
- Fountas & Pinnell
- Lexile
- Reading Program - AR/RC
- Standards
- TitlePeek
- WebPath Express
- ABC-CLIO
- ABDO
- A.D.A.M.
- CountryReports
- Soundzabound
- Teachingbooks.net
- Biblionasium Integration

15) NORTH END MDL SCH
0601202 I FLR: L0667209.000

Destiny Products:

- Library Manager
- Textbook Manager

- Alliance A/V
- Fountas & Pinnell
- Lexile

- Media Manager
- Resource Manager

-
-

-

- Reading Program - AR/RC
- Standards
- TitlePeek
- WebPath Express
- ABC-CLIO
- ABDO
- A.D.A.M.
- CountryReports
- Soundzabound
- Teachingbooks.net
- Biblionasium Integration

16) REGAN ELEM SCH
0600694 I FLR: L0667209.000

Destiny Products:

- Library Manager
- Textbook Manager
- Media Manager
- Resource Manager

-
-
-
-

- Alliance A/V
- Fountas & Pinnell
- Lexile
- Reading Program - AR/RC
- Standards
- TitlePeek
- WebPath Express
- ABC-CLIO
- ABDO
- A.D.A.M.
- CountryReports
- Soundzabound
- Teachingbooks.net
- Biblionasium Integration

17) **SPRAGUE ELEM SCH**
0600695 I FLR: L0667209.000

Destiny Products:

- | | | |
|---|--------------------------|---|
| <input checked="" type="checkbox"/> Library Manager | <input type="checkbox"/> | <input type="checkbox"/> Alliance A/V |
| <input type="checkbox"/> Textbook Manager | <input type="checkbox"/> | <input type="checkbox"/> Fountas & Pinnell |
| <input type="checkbox"/> Media Manager | <input type="checkbox"/> | <input type="checkbox"/> Lexile |
| <input type="checkbox"/> Resource Manager | <input type="checkbox"/> | <input type="checkbox"/> Reading Program - AR/RC |
| | | <input type="checkbox"/> Standards |
| | | <input checked="" type="checkbox"/> TitlePeek |
| | | <input type="checkbox"/> WebPath Express |
| | | <input type="checkbox"/> ABC-CLIO |
| | | <input type="checkbox"/> ABDO |
| | | <input type="checkbox"/> A.D.A.M. |
| | | <input type="checkbox"/> CountryReports |
| | | <input type="checkbox"/> Soundzabound |
| | | <input type="checkbox"/> Teachingbooks.net |
| | | <input type="checkbox"/> Biblionasium Integration |

18) **WALSH ELEM SCH**
0600696 I FLR: L0667209.000

Destiny Products:

- | | | |
|---|-------------------------------------|--|
| <input checked="" type="checkbox"/> Library Manager | <input checked="" type="checkbox"/> | <input type="checkbox"/> Alliance A/V |
| <input type="checkbox"/> Textbook Manager | <input type="checkbox"/> | <input type="checkbox"/> Fountas & Pinnell |
| <input type="checkbox"/> Media Manager | <input type="checkbox"/> | <input type="checkbox"/> Lexile |
| <input type="checkbox"/> Resource Manager | <input type="checkbox"/> | <input type="checkbox"/> Reading Program - AR/RC |
| | | <input type="checkbox"/> Standards |
| | | <input checked="" type="checkbox"/> TitlePeek |
| | | <input type="checkbox"/> WebPath Express |
| | | <input type="checkbox"/> ABC-CLIO |
| | | <input type="checkbox"/> ABDO |
| | | <input type="checkbox"/> A.D.A.M. |
| | | <input type="checkbox"/> CountryReports |
| | | <input type="checkbox"/> Soundzabound |

Teachingbooks.net

Biblionasium Integration

19) WASHINGTON ELEM SCH
0600697 I FLR: L0667209.000

Destiny Products:

Library Manager

Textbook
Manager

Media Manager

Resource
Manager

Alliance A/V

Fountas & Pinnell

Lexile

Reading Program -
AR/RC

Standards

TitlePeek

WebPath Express

ABC-CLIO

ABDO

A.D.A.M.

CountryReports

Soundzabound

Teachingbooks.net

Biblionasium Integration

**20) WATERBURY ARTS MAGNET
SCH**
0601656 I FLR: L0667209.000

Destiny Products:

Library Manager

Textbook
Manager

Media Manager

Resource
Manager

Alliance A/V

Fountas & Pinnell

Lexile

Reading Program -
AR/RC

Standards

TitlePeek

WebPath Express

ABC-CLIO

ABDO

- WebPath Express
- ABC-CLIO
- ABDO
- A.D.A.M.
- CountryReports
- Soundzabound
- Teachingbooks.net
- Biblionasium Integration

23) WILBY HIGH SCH
0600699 I FLR: L0667209.000

Destiny Products:

- Library Manager
- Textbook Manager
- Media Manager
- Resource Manager

- Alliance A/V
- Fountas & Pinnell
- Lexile
- Reading Program - AR/RC
- Standards

- TitlePeek
- WebPath Express
- ABC-CLIO
- ABDO
- A.D.A.M.
- CountryReports
- Soundzabound
- Teachingbooks.net
- Biblionasium Integration

24) WOODROW WILSON ELEM SCH
0601382 I FLR: L0667209.000

Destiny Products:

- Library Manager
- Textbook Manager
- Media Manager

- Alliance A/V
- Fountas & Pinnell
- Lexile
- Reading Program -

