

AGREEMENT / CONTRACT REVIEW FORM

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED
DO NOT PLACE ITEM ON AGENDA
UNTIL REVIEW IS COMPLETED

Date: 7-5-16
 Staff Member Preparing Form: Schofield, Kathleen, Raquin, Sandi
 Department Submitting Contract: Instructional Resources
 Vendor Name: Follett / Destiny
 Contract Title: Destiny Resource Mgt. Agreement

| TO BE COMPLETED BY DEPARTMENT | CIRCLE | |
|---|---|--|
| 1. New Contract <u>Services Added</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | 9. Contract Amount *** <u>102,841.77</u> |
| 2. Renewal/ Amend. /Supplement | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | 10. Last Year's Price **** |
| 3. Automatic renewal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | 11. Date of Original Contract |
| 4. Standard Addendum Executed <u>slb</u> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | 12. Number of Renewals <u>until cancelled</u> |
| 5. Bid/Quote policy met <u>in place</u> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | 13. Length of Term <u>12 month periods</u> |
| 6. Need to waive Bid policy* <u>from</u> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | 14. Purpose of Agreement |
| 7. Sole Source ** <u>prior</u> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <u>To renew services + expand to include resource manager.</u> |
| 8. Advance Payment Required <u>years</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | |

Funding Source:

Project 127,9014

*Waive Bid Policy Explanation: Sole Source - Only Provider

**Sole Source Explanation: We have been using Follett for multiple years. This adds a new component to provide for

***Detail Negotiation Efforts: better accountability of property. Schofield negotiated package price to add services.

**** Price Increase Explanation: Increase only reflective of new services. See contract.

Approvals

| | | |
|---------------------|------------|--------------|
| Districts Attorney: | No Changes | With Changes |
| Review Date: | | |

| | | |
|--------------|------------|--------------|
| Purchasing: | No Changes | With Changes |
| Review Date: | | |

| | | |
|--------------------------------|------------|--------------|
| Insurance Certificate/Finance: | No Changes | With Changes |
| Review Date: | | |

| | | |
|--------------------------------------|------------|--------------|
| Information and Technology Services: | No Changes | With Changes |
| Review Date: | | |

Recommended Changes: _____



Follett School Solutions, Inc.
1340 Ridgeview Drive
McHenry, Illinois 60050
www.folletlearning.com
Tel: 877-899-8550

June 30, 2016

Karen Robinson
District Instructional Media Services Specialist
Clay County Public Schools
23 South Green Street
Green Cove Springs, FL 32043

Dear Ms. Robinson:

Follett School Solutions is pleased to present the enclosed Amendment to your **Destiny® Resource Management™** agreement.

In order for us to ensure your migration to the Follett Hosted Service completes smoothly, please provide us with the information listed below. This will ensure your migration will occur when it is planned.

- An authorized representative of your District needs to **sign page 7**.
- 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 Amendment 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>

After the licenses have been activated:

- Sign, date, and fax or scan/email the Acknowledgement of Delivery form as instructed above. Please include your printed name, title, and district address.

We look forward to a successful migration to the Follett Hosted Service and we appreciate your decision to partner with Follett.

Sincerely,

Lynn Roney
Inside Sales Consultant - Technology
Phone: 877-899-8550 Ext. 46263
Fax: 815-578-5555
Lroney@Follett.com



Amendment M
Destiny® Resource Management™ Agreement
 Quote # 956414-2
 Customer # 0923085
 June 30, 2016

This Amendment is made part of the Destiny Resource Management Agreement between Follett School Solutions. ("Follett") and Clay County Public Schools ("you") in Green Cove Springs, FL dated September 29, 2003 (the "Agreement") is effective June 30, 2016. 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 July 31, 2016.

Modifications to the Agreement

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

| | |
|---|---------------------|
| Solution Summary | |
| <i>The total dollar amount included in this Amendment is</i> | \$102,841.77 |
| Products Added to Follett Destiny Solution Agreement | |
| Follett Hosted Service Year One | |
| Migrate Existing Database(s) to Follett Hosted Service | |
| <ul style="list-style-type: none"> ▪ Migration of your existing data to the Follett Hosted Service. <ul style="list-style-type: none"> ○ Migration of one (1) Destiny database(s) for forty-two (42) license(s) of Library Manager to the Follett Hosted Service. ○ Migration of one (1) Destiny database(s) for forty-two (42) license(s) of Textbook Manager to the Follett Hosted Service. ○ Migration of one (1) Destiny database(s) for one (1) license(s) of Resource Manager to the Follett Hosted Service. ○ Migration of one (1) Destiny database(s) for forty-two (42) license(s) of Media Manager to the Follett Hosted Service. | \$799.00 |
| Migration to the Follett Hosted Service includes: | |
| <ul style="list-style-type: none"> ▪ Project Management: coordination of tasks and timeline to migrate from customer-hosted servers to Follett-hosted servers. ▪ Implementation: migration of the Destiny database from customer-hosted servers to Follett-hosted servers. ▪ Technical Training: brief technical training on the Follett Hosted Service. ▪ Server maintenance and support | |
| Additional information regarding the migration service, and additional terms associated with the Follett Hosted Service, are contained in this document. | |
| Unless otherwise noted, no other project management, implementation, data or training services are included as part of this Proposal. | |

Follett Hosted Service Year One

| | |
|--|-------------|
| ▪ Destiny Library Manager™ Hosted Service for year one for forty-two (42) location(s) | \$36,718.50 |
| ○ Alliance Plus | |
| ○ Universal Search | |
| ○ One Search | |
| ○ TitlePeek | |
| ○ Online documentation and Help | |
| ○ Note: Library Manager is designed specifically as a Library management tool | |
| ▪ Destiny Textbook Manager™ Hosted Service for year one for forty-two (42) location(s) | \$0.00 |
| ○ Online access to over 800,000 textbook title records | |
| ○ Online documentation and Help | |
| ○ Note: Textbook Manager is designed specifically as a tool for District/School textbook management | |
| ▪ Destiny Resource Manager™ Hosted Service for year one for one (1) location(s) | \$749.00 |
| ○ Online documentation and Help | |
| ○ Note: Resource Manager is designed specifically as a tool for District/School resource (non text or library) management. | |
| ▪ Destiny Media Manager™ Hosted Service for year one for one (1) district media center(s) serving forty-two (42) location(s) | \$3,318.00 |
| ○ Alliance Plus | |
| ○ Online documentation and Help | |
| ○ Note: Media Manager is designed specifically as a tool for District/School mixed media management. | |

Follett Hosted Service Additional Products or Services

\$999 Resource Manager Upgrade Promotion with Services

| | |
|---|-------------|
| ▪ Upgrade to Destiny Textbook Manager™ and Destiny Resource Manager™ Bundle Package for forty-two (42) location(s) | \$46,108.00 |
| ○ Online documentation and Help | |
| ○ Note: Resource Manager is designed specifically as a tool for District/School resource (non library) management. | |
| ○ District already owns Destiny Textbook Manager for same number of sites upgrading to bundle package. | |
| ▪ Server maintenance and support | |

Implementation Services

* See Training Services within SOW for all training requirements

- **Resource Manager Project Management:** includes a central point of contact during the implementation of the Follett Hosted Service and an on-site planning meeting.
- **Resource Manager System Setup:** consists of remote initial setup of district and schools, and initial data load.
- **Resource Manager 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.
- **Resource Manager - District Essentials Webinar:** This instructor-led, web-based training focuses on teaching district staff the essential district-level capabilities of Resource Manager. (Maximum: 12 participants).
 - **Understanding Roles and Assigning Permissions:** Ideally scheduled prior to the District Essentials webinar, the Roles and Permissions webinar explains the user hierarchy and the importance of access levels and permissions as they relate to tasks users are able to perform in the software. (Maximum: 12 participants).
- **Resource Manager - Site Essentials On-Site Training – 1 Day:** On-site, 1 day training covers the basics users need to begin using Resource Manager. Users take a look at how they do their job and then apply that in the software. Toolkits, available before, during, and after training, consist of lesson plans, quick reference guides, and videos. A maximum of twenty (20) participants can attend.

Data Services

- Resource Manager Data Conversion (Non Textbook)

\$2,000.00

Additional Training

- Destiny Resource Manager On-Site Training – additional four (4) consecutive day(s)

\$3,996.00

Digital Content Solutions (9 months 10/31/2016 – 7/31/2017)

- Alliance A/V™ District solution for forty (40) locations
- Reading Program Service solution – AR/RC for one (1) location(s)
- Reading Program Service solution – Lexile® for forty (40) locations
- WebPath Express™ solution for nine (9) location(s)

\$2,285.60

\$146.26

\$3,576.00

\$3,145.41

All other terms of the Agreement (and, if applicable, as amended) remain in full force and effect.

All pricing is listed in United States dollars.

Payment terms are Net 30 days after delivery.

To the extent allowable by law, this Amendment is strictly confidential.

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).

| | |
|--|--------------------|
| <i>Annual Licensing and Maintenance Costs After Year One*</i> <i>(starts in Year Two)</i> | |
| Follett Hosted Service | |
| <ul style="list-style-type: none"> ▪ Destiny Resource Manager for continued access to and support of the Follett Hosted Service for one (1) location(s) <ul style="list-style-type: none"> ○ Online documentation and Help ○ Note: Resource Manager is designed specifically as a tool for District/School resource (non text or library) management. | \$749.00 |
| <ul style="list-style-type: none"> ▪ Destiny Media Manager for continued access to and support of the Follett Hosted Service for one (1) district media center(s) serving forty-two (42) location(s) <ul style="list-style-type: none"> ○ Alliance Plus ○ Online documentation and Help ○ Note: Media Manager is designed specifically as a tool for District/School mixed media management. | \$3,318.00 |
| <ul style="list-style-type: none"> ▪ Upgrade to Destiny Textbook and Resource Manager Bundle Package for forty-two (42) location(s) <ul style="list-style-type: none"> ○ Online documentation and Help ○ Note: Resource Manager is designed specifically as a tool for District/School resource (non library) management. ○ <i>District already owns Destiny Textbook Manager for same number of sites upgrading to bundle package.</i> ○ <i>Your Annual Renewal will be reduced at the time of the existing Textbook Manager renewal date.</i> | \$31,458.00 |
| <ul style="list-style-type: none"> ▪ Destiny Library Manager continued access to and support of the Follett Hosted Service for forty-two (42) location(s) <ul style="list-style-type: none"> ○ Alliance Plus ○ Universal Search ○ One Search ○ TitlePeek ○ Online documentation and Help ○ Note: Library Manager is designed specifically as a Library management tool | \$36,718.50 |
| <ul style="list-style-type: none"> ▪ District Technical Support includes: <ul style="list-style-type: none"> ○ 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 | |
| Digital Content Solutions | |
| <ul style="list-style-type: none"> ▪ Alliance A/V District Solution for forty (40) locations | \$3,047.20 |
| <ul style="list-style-type: none"> ▪ Reading Program Service solution – AR/RC for one (1) location(s) | \$195.02 |
| <ul style="list-style-type: none"> ▪ Reading Program Service solution – Lexile® for forty (40) locations | \$4,768.00 |
| <ul style="list-style-type: none"> ▪ WebPath Express solution for nine (9) location(s) | \$4,193.91 |
| This new pricing will be reflected in your next annual renewal fee. | |
| Total Annual Licensing and Maintenance Costs: | \$84,447.86 |

*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.

Migration Services

Migration services support moving your Destiny database(s) to the Follett Hosted Service, and provide your district with configured access to your Destiny software via a Web site address (URL).

Follett is responsible for providing the following processes and activities related to this service:

- Backup the Destiny database
- Verify product version of the existing installation
- Upload Destiny and database files to Follett hosted environment
- Verify installation with customer, and supply Destiny URL.

All services are delivered remotely.

Customers are required to provide the following activities related to this service:

- Any required Destiny upgrades to match Follett hosted product level.
- Delete old job summaries from Job Manager
- Remote access to the Destiny/SQL server(s) of the existing server environment
- Provide login information to the Destiny installations and the SQL Administrator (sa) user(s).

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.

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.

Student Interoperability Framework (SIF)

Follett Destiny Solution is a SIF-certified product based on the US SIF Specification. The Destiny SIF agent and SIF implementation services are sold by Kimono (www.kimonocloud.com).

Based on discussions with your district, your implementation is scheduled to be completed no later than **July 31, 2016**. 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.

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.

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

Follett School Solutions, Inc.

Clay County Public Schools

Signature: _____
Print Name: _____
Title: _____
Address: 1340 Ridgeview Drive
McHenry, IL 60050

Date: _____

Signature: _____
Print Name: _____
Title: _____
E-mail Address: _____
Address: _____

Date: _____

1. An authorized representative of your District needs to **sign above**.
2. Please fax **ALL PAGES** (with the exception of the Acknowledgement of Delivery, if attached) of the signed amendment and your **Purchase Order** as instructed on the cover letter.
3. Please include with your fax the **name and mailing address** of the person to whom Follett should return a copy of the fully executed amendment if needed.

Additional Terms and Conditions

1. 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").

2. 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 12 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 Universal Search, requires that Customer maintains current Follett School Solutions, Inc. support services.

3. 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 backup the Customer's database at the Follett Hosting Center daily and will store the backup in accordance with industry standards.

4. 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").

5. 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.

6. 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.

7. 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.

8. Payment. Customer will make payments for the quoted price of the Software according to the Payment Schedule in this Agreement. On-time payments prior to term expiration are required for annual licensing to use the Follett Hosted Service.

9. 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.

10. 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.

11. 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.

12. 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. 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.

13. Effect of Termination. Sections 9, 14, 15, 16, 17 and 20 shall survive any termination of this Agreement. At any time prior to termination, Customer may export Customer's data using the Software. Customer will not be entitled to any refunds of payments unless the Customer purchases the customer-hosted version of Destiny for all sites using the Follett Hosting Service. Customers can migrate to a district-hosted version of Destiny by paying a migration fee and purchasing district-hosted licenses for the Destiny software.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Applicable Law. This Agreement shall be construed under the laws of the State of Illinois, exclusive of its choice of laws provisions.

21. 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.

*Web site address**

Schedule A

*Note: Licenses are transferable.

Please indicate the Web site address (URL) you wish to have for your Follett Hosted Service Solution. The format required is yourdistrictname.follettdestiny.com.

| | |
|-------------------------|---------------------|
| 1 st choice: | .follettdestiny.com |
| 2 nd choice: | .follettdestiny.com |
| 3 rd choice: | .follettdestiny.com |

Licensed School Sites*

Schedule A

*Note: Licenses are transferable.

| School or Site Name | Product Type (check all that apply) | Data Service | Digital Content Subscriptions |
|---|--|--|--|
| 1) ARGYLE ELEM SCH 0904813 FLR: L0923085.000 | Destiny Products: <input checked="" type="checkbox"/> Library Manager <input checked="" type="checkbox"/> Textbook Manager <input type="checkbox"/> Media Manager <input checked="" type="checkbox"/> Resource Manager FollettShelf Products: <input type="checkbox"/> District Manager <input type="checkbox"/> Classroom Connection | <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 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 |
| 2) C E BENNETT ELEM SCH 0900357 FLR: L0923085.000 | Destiny Products: <input checked="" type="checkbox"/> Library Manager <input checked="" type="checkbox"/> Textbook Manager <input type="checkbox"/> Media Manager <input checked="" type="checkbox"/> Resource Manager FollettShelf Products: <input type="checkbox"/> District Manager <input type="checkbox"/> Classroom Connection | <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 type="checkbox"/> TitlePeek <input type="checkbox"/> WebPath Express <input type="checkbox"/> ABC-CLIO |

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

3) CLAY CO SCH BD [0923085]

Destiny Products:

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

FollettShelf Products:

- District Manager
- Classroom Connection

- 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

4) CLAY HIGH SCH
0923075 | FLR: L0923085.000

Destiny Products:

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

FollettShelf Products:

- District Manager
- Classroom Connection

- 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

5) **CLAY HILL ELEM SCH**
0927268 | FLR: L0923085.000

Destiny Products:

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

FollettShelf Products:

- District Manager
- Classroom Connection

- 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

6) **CLAY VIRTUAL ACAD**
0906661 | FLR: L0923085.000

Destiny Products:

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

FollettShelf Products:

- District Manager

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

Classroom Connection

WebPath Express

ABC-CLIO

ABDO

A.D.A.M.

CountryReports

Soundzabound

Teachingbooks.net

7) COPPERGATE ELEM SCH
0905194 | FLR: L0923085.000

Destiny Products:

Library Manager

Textbook Manager

Media Manager

Resource Manager

FollettShelf Products:

District Manager

Classroom Connection

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

8) DIST MEDIA CTR
0904893 | FLR: L0923085.000

Destiny Products:

Library Manager

Textbook Manager

Media Manager

Resource Manager

FollettShelf Products:

Alliance A/V

Fountas & Pinnell

Lexile

Reading Program - AR/RC

Standards

District Manager

Classroom Connection

TitlePeek

WebPath Express

ABC-CLIO

ABDO

A.D.A.M.

CountryReports

Soundzabound

Teachingbooks.net

9) DOCTORS INLET ELEM SCH
0900358 | FLR: L0923085.000

Destiny Products:

Library Manager

Textbook Manager

Media Manager

Resource Manager

FollettShelf Products:

District Manager

Classroom Connection

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

10) FLEMING ISLAND ELEM SCH
0903751 | FLR: L0923085.000

Destiny Products:

Library Manager

Textbook Manager

Media Manager

Resource Manager

Alliance A/V

Fountas & Pinnell

Lexile

Reading Program - AR/RC

Standards

FollettShelf Products:

- District Manager
- Classroom Connection

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

11) FLEMING ISLAND HIGH SCH
0904681 | FLR: L0923085.000

Destiny Products:

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

FollettShelf Products:

- District Manager
- Classroom Connection

- 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

12) FLORIDA YOUTH CHALLENGE ACAD
0907026 | FLR: L0923085.000

Destiny Products:

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

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

Resource Manager

FollettShelf Products:

District Manager

Classroom Connection

Standards

TitlePeek

WebPath Express

ABC-CLIO

ABDO

A.D.A.M.

CountryReports

Soundzabound

Teachingbooks.net

13) GREEN COVE SPGS JR HIGH SCH
0900359 | FLR: L0923085.000

Destiny Products:

Library Manager

Textbook Manager

Media Manager

Resource Manager

FollettShelf Products:

District Manager

Classroom Connection

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

14) GROVE PK ELEM SCH
0900360 | FLR: L0923085.000

Destiny Products:

Library Manager

Textbook Manager

Media Manager

Alliance A/V

Fountas & Pinnell

Lexile

Reading Program - AR/RC

Resource Manager

AR/RC

FollettShelf Products:

District Manager

Standards

Classroom Connection

TitlePeek

WebPath Express

ABC-CLIO

ABDO

A.D.A.M.

CountryReports

Soundzabound

Teachingbooks.net

15) J L WILKINSON ELEM SCH
0953361 | FLR: L0923085.000

Destiny Products:

Library Manager

Alliance A/V

Textbook Manager

Fountas & Pinnell

Media Manager

Lexile

Resource Manager

Reading Program - AR/RC

FollettShelf Products:

District Manager

Standards

Classroom Connection

TitlePeek

WebPath Express

ABC-CLIO

ABDO

A.D.A.M.

CountryReports

Soundzabound

Teachingbooks.net

16) KEYSTONE HTS ELEM SCH
0901522 | FLR: L0923085.000

Destiny Products:

Library Manager

Alliance A/V

Textbook Manager

Fountas & Pinnell

Media Manager

Lexile

- Media Manager
- Resource Manager

- Reading Program - AR/RC
- Standards

FollettShelf Products:

- District Manager
- Classroom Connection

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

17) KEYSTONE HTS JR/SR SCH
0900361 | FLR: L0923085.000

Destiny Products:

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

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

FollettShelf Products:

- District Manager
- Classroom Connection

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

18) LAKE ASBURY JR HIGH SCH
0904812 | FLR: L0923085.000

Destiny Products:

- Library Manager
- Textbook Manager

- Alliance A/V
- Fountas & Pinnell
- Lexile

- Media Manager
- Resource Manager

FollettShelf Products:

- District Manager
- Classroom Connection

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

19) LAKESIDE ELEM SCH
0959273 | FLR: L0923085.000

Destiny Products:

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

FollettShelf Products:

- District Manager
- Classroom Connection

- 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

20) LAKESIDE JR HIGH SCH
0959274 | FLR: L0923085.000

Destiny Products:

- Library Manager
- Textbook Manager

- Alliance A/V
- Fountas & Pinnell

- Textbook Manager
- Media Manager
- Resource Manager

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-
-

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

FollettShelf Products:

- District Manager
- Classroom Connection

21) LK ASBURY ELEM SCH
0923096 | FLR: L0923085.000

Destiny Products:

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

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-

FollettShelf Products:

- District Manager
- Classroom Connection

- 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

22) MCRAE ELEM SCH
0903445 | FLR: L0923085.000

Destiny Products:

- Library Manager

-

- Alliance A/V
- Fountas & Pinnell

Textbook Manager

Media Manager

Resource Manager

FollettShelf Products:

District Manager

TitlePeek

Classroom Connection

WebPath Express

ABC-CLIO

ABDO

A.D.A.M.

CountryReports

Soundzabound

Teachingbooks.net

23) MIDDLEBURG ELEM SCH
0953325 | FLR: L0923085.000

Destiny Products:

Library Manager

Textbook Manager

Media Manager

Resource Manager

FollettShelf Products:

District Manager

TitlePeek

Classroom Connection

WebPath Express

ABC-CLIO

ABDO

A.D.A.M.

CountryReports

Soundzabound

Teachingbooks.net

Alliance A/V

Fountas & Pinnell

Lexile

Reading Program - AR/RC

Standards

24) MIDDLEBURG HIGH SCH
0953330 | FLR: L0923085.000

Destiny Products:

Library Manager

Alliance A/V

- | | | |
|--|--------------------------|--|
| <input checked="" type="checkbox"/> Library Manager | <input type="checkbox"/> | <input type="checkbox"/> Fountas & Pinnell |
| <input checked="" 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 checked="" type="checkbox"/> Resource Manager | <input type="checkbox"/> | <input type="checkbox"/> Standards |
| FollettShelf Products: | | <input type="checkbox"/> TitlePeek |
| <input type="checkbox"/> District Manager | | <input type="checkbox"/> WebPath Express |
| <input type="checkbox"/> Classroom Connection | | <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 |

25) **MONTCLAIR ELEM SCH**
0959276 | FLR: L0923085.000

- | | | |
|--|--------------------------|--|
| Destiny Products: | | <input type="checkbox"/> Alliance A/V |
| <input checked="" type="checkbox"/> Library Manager | <input type="checkbox"/> | <input type="checkbox"/> Fountas & Pinnell |
| <input checked="" 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 checked="" type="checkbox"/> Resource Manager | <input type="checkbox"/> | <input type="checkbox"/> Standards |
| FollettShelf Products: | | <input type="checkbox"/> TitlePeek |
| <input type="checkbox"/> District Manager | | <input type="checkbox"/> WebPath Express |
| <input type="checkbox"/> Classroom Connection | | <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 |

26) **OAKLEAF HIGH SCH**

- | | |
|--------------------------|---------------------------------------|
| Destiny Products: | <input type="checkbox"/> Alliance A/V |
|--------------------------|---------------------------------------|

0905442 | FLR: L0923085.000

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

FollettShelf Products:

- District Manager
- Classroom Connection

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

27) OAKLEAF JR HIGH SCH
0904877 | FLR: L0923085.000

Destiny Products:

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

FollettShelf Products:

- District Manager
- Classroom Connection

- 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

28) OAKLEAF VILLAGE ELEM SCH
0905280 | FLR: L0923085.000

Destiny Products:

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

FollettShelf Products:

- District Manager
- Classroom Connection

- 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

29) ORANGE PARK ELEM SCH
0959272 | FLR: L0923085.000

Destiny Products:

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

FollettShelf Products:

- District Manager
- Classroom Connection

- 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

30) ORANGE PARK HIGH SCH
0959278 | FLR: L0923085.000

Destiny Products:

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

FollettShelf Products:

- District Manager
- Classroom Connection

- 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

31) ORANGE PARK JR HIGH SCH
0900362 | FLR: L0923085.000

Destiny Products:

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

FollettShelf Products:

- District Manager
- Classroom Connection

- 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

32) PATERSON ELEM SCH
0908931 | FLR: L0923085.000

Destiny Products:

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

FollettShelf Products:

- District Manager
- Classroom Connection

- 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

33) PLANTATION OAKS ELEM SCH
0905331 | FLR: L0923085.000

Destiny Products:

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

FollettShelf Products:

- District Manager
- Classroom Connection

- 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

34) R C BANNERMAN ED LRN CTR
0901986 | FLR: L0923085.000

Destiny Products:

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

FollettShelf Products:

- District Manager
- Classroom Connection

- 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

35) RIDEOUT ELEM SCH
0901332 | FLR: L0923085.000

Destiny Products:

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

FollettShelf Products:

- District Manager
- Classroom Connection

- 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

36) RIDGEVIEW ELEM SCH
0959286 | FLR: L0923085.000

Destiny Products:

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

FollettShelf Products:

- District Manager
- Classroom Connection

- 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

37) RIDGEVIEW HIGH SCH
0902609 | FLR: L0923085.000

Destiny Products:

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

FollettShelf Products:

- District Manager
- Classroom Connection

- 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

38) S BRYAN JENNINGS ELEM SCH
0900363 | FLR: L0923085.000

Destiny Products:

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

FollettShelf Products:

- District Manager
- Classroom Connection

- 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

39) SHADOWLAWN ELEM SCH
0905279 | FLR: L0923085.000

Destiny Products:

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

FollettShelf Products:

- District Manager
- Classroom Connection

- 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

40) SWIMMING PEN CREEK ELEM SCH
0904755 | FLR: L0923085.000

Destiny Products:

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

FollettShelf Products:

- District Manager
- Classroom Connection

- 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

41) THUNDERBOLT ELEM SCH
0904082 | FLR: L0923085.000

Destiny Products:

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

FollettShelf Products:

- District Manager
- Classroom Connection

- 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

42) TYNES ELEM SCH
0903116 | FLR: L0923085.000

Destiny Products:

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

FollettShelf Products:

- District Manager
- Classroom Connection

- 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

43) W E CHERRY ELEM SCH
0959265 | FLR: L0923085.000

Destiny Products:

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

FollettShelf Products:

- District Manager
- Classroom Connection

- 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

44) **WILKINSON JR HIGH SCH**
0953360 | FLR: L0923085.000

Destiny Products:

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

FollettShelf Products:

- District Manager
- Classroom Connection

- 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

Acknowledgement of Delivery Amendment

Customer Name: Clay County Public Schools, FL
Amendment Name: Amendment M
Amendment Date: June 30, 2016
Customer Number: 0923085

The following deliverables listed on the Licensed School Sites (Schedule A) have been delivered:

(Software)

- Enriched Content Solutions
- Destiny Resource Manager

Accepted by: _____ Date: _____

Printed Name: _____

Title: _____

District Address: _____

Note:

This document confirms the delivery and completion of the services listed above. Follett will continue to support your district in the use of the Destiny Solution as defined in your Agreement.