

**SCHOOL BOARD OF BREVARD COUNTY, FLORIDA**

**BOARD AGENDA ITEM – May 12, 2020**

**DEPARTMENT/SCHOOL INITIATED AGREEMENT 13-135-WH – Follett Schools Solutions Amendment  
Follett Destiny Solution**

<input type="checkbox"/> (BW) Bids Waived	<input type="checkbox"/> (CA) Consultant Agreement	<input checked="" type="checkbox"/> (A) Agreement
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**REQUESTOR:** Elementary Programs

**Legal Review Required:**  Yes  No

**Standard Template Used with No Changes:**  Yes  No

**Standard Template Type:** Amendment

VENDOR NAME	ADDITIONAL AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Follett School Solutions, Inc.	Variable	Destiny Resource Management
<b>Total</b>	Variable Upon Renewals	

<input type="checkbox"/> Contract Renewal	<b>New Contract Amount</b>	<b>Variable</b>
<input checked="" type="checkbox"/> Recurring Contract	<b>Previous Annual Contract Amount</b>	<b>\$87,818.91</b>
<input type="checkbox"/> New Contract	<b>Variance</b>	<b>N/A</b>

**PRICE INCREASE / DECREASE EXPLANATION:** N/A

**DISCUSSION:**

This amendment seeks to add one (1) new elementary school to the existing agreement and to ratify Section 3 Term of the original agreement dated November 20, 2012 to coincide with Exhibit A Section 12 of the original agreement.

The standard amendment template has been used, which does not require legal review.

**CONTRACT TERM:**

The amendment to the agreement shall be in effect beginning May 13, 2020 and its term shall coincide with the current and future renewals of the agreement. The agreement will automatically renew unless canceled by either party with sixty (60) days written notice.

**RECOMMENDATION:**

It is the recommendation of Jane Cline, Assistant Superintendent of Elementary Leading & Learning to approve the attached amendment with Follett School Solutions, Inc. Request authority for Procurement to add additional school sites as needed in the future. Addition of school site will be contingent upon review and recommendation by Elementary Leading & Learning.

**AUTHORITY FOR ACTION:**

Florida Administrative Code 6A-1.012 (11)(b)



Agreement #: 13-135-WH  
Approval Date: \_\_\_\_\_

**Amendment F**  
**To Agreement Between**  
**The School Board of Brevard County, Florida**  
**and**  
**Follett School Solutions, Inc.**  
**For Follet Destiny Solution**  
**Agreement # 13-135-WH**

**THIS AMENDMENT** (hereinafter referred to as “Amendment”) to the agreement identified above (referred to as the “Agreement”) by and between The School Board of Brevard County, Florida, a political subdivision of the State of Florida, located at 2700 Judge Fran Jamieson Way, Viera, Florida 32940, more commonly known as Brevard Public Schools (hereinafter referred to as “BPS”) and Follet School Solutions, Inc. whose business address is 1340 Ridgeview Drive, McHenry, Illinois 60050, (hereinafter referred to as “Contractor”), is made as follows:

**WITNESSETH:**

**WHEREAS**, pursuant to the terms of the Agreement, the parties may amend the Agreement upon mutual written consent; and

**WHEREAS**, BPS and Contractor wish to amend the Agreement to ratify annual renewal terms and add one (1) location through this Amendment;

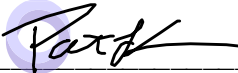
**NOW, THEREFORE**, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. Add one (1) additional location as fully detailed in Exhibit 1.
2. Ratify Section 3 Term of the original agreement dated November 20, 2012 to coincide with Exhibit A Section 12, the term of the agreement shall automatically renew, unless either party terminates the agreement in writing at least sixty (60) days prior to the agreement expiration date.
3. The above recitals are true and correct and are hereby incorporated by reference.
4. Except as expressly modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, BPS and Contractor agree that the terms of this Amendment shall prevail and control.

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, BPS has made and executed this Amendment and Contractor has made and executed this Amendment on the day and year below written.

**FOLLETT SCHOOL SOLUTIONS, INC.**

By:  Date: 04-17-2020 10:00:34 CDT

Authorized Representative Signature

Print Name: Patrick F. Sullivan

Title: Contract Compliance Manager

**THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Misty Belford, Board Chairperson

YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	S	AMOUNT

Send required insurance certificates to the Procurement Department.

New Vendors: Send all completed Forms to the Procurement and Distribution Services Department.

Contractor Contact Name: Lynn Roney

Email Address: [Lroney@Follett.com](mailto:Lroney@Follett.com)

Phone Number: 877-899-8550 ext.46263

February 17, 2020

Patricia Ely  
District Library Media Resource Teacher  
Brevard County Board of Education  
2700 Judge Fran Jamieson Way  
Viera, FL 32940

Dear Ms. Ely:

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

In order for us to ensure your project completes smoothly, please provide us with the information listed below:

- An authorized representative of your District needs to sign page 3.
- Ensure that the data on Schedule A is accurate (if attached).
- After the licenses have been activated:
  - Sign, date, and return the Acknowledgement of Delivery form as instructed above. Please include your printed name, title, and district address.

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

Sincerely,

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

Amendment F  
**Destiny® Resource Management Agreement**  
Brevard County Board of Education  
Quote # 1084291-2  
Customer # 0968745  
February 17, 2020

This Amendment is made part of the Destiny Resource Management Agreement between Follett School Solutions. ("Follett") and Brevard County Board of Education ("you") in Viera, FL dated November 20, 2012 (the "Agreement") is effective February 17, 2020. 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 April 30, 2020.  
Modifications to the Agreement

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

Summary of Software and Services: Year 1 Costs	Pricing
<b>The total dollar amount included in this Amendment is</b>	<b>\$2,061.05</b>

**Destiny Cloud**

- Destiny® Library Manager for one (1) location(s)
  - Alliance Plus
  - Destiny Discover
  - Collections
  - One Search
  - TitlePeek
  - Online documentation and Help
  - Note: Library Manager is designed specifically as a Library management tool
- Server maintenance and support

**Please Note:**

- Implementation services costs are not included.
- Data conversion and data enhancement services costs are not included.
- 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 from Invoice.
- To the extent allowable by law, this Amendment is strictly confidential.

## Annual Licensing and Maintenance Costs Starting Year 2\*

### Destiny Cloud

- Destiny® Library Manager for one (1) location(s)
  - Alliance Plus
  - Destiny Discover
  - Collections
  - One Search
  - TitlePeek
  - Online documentation and Help
  - Note: Library Manager is designed specifically as a Library management tool
- 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
  - Follett Community (how-to's, training tools, and videos)
  - Product updates

**Total Annual Licensing and Maintenance Costs\*\*:** **\$1,042.50**

\*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 Destiny Cloud. Otherwise Follett reserves the right to turn off the Services.

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

#### **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.

Note: The Follett Destiny Solution is a Schools 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](http://web.kimonocloud.com)).

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.

Brevard County Board of Education

Signature:



Signature:

Print Name:

Patrick F. Sullivan

Print Name:

Title:

Contract Compliance Manager

Title:

Address:

1340 Ridgeview Drive

E-mail

McHenry, IL 60050

Address:

Address:

Date:

04-17-2020 10:00:40 CDT

Date:

Do you have a PO to attach for this purchase?

Yes

No, I will provide at a later date

No, I will not be using a PO

Please provide a reference for Billing Purposes  
(such as the Billing Contact's Name):

\_\_\_\_\_

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

- Ensure that the data on Schedule C is accurate.
- An authorized representative of your District needs to **sign above**. Additionally, make sure you return **ALL PAGES** of the signed document to your sales consultant.
- Please provide your consultant with the name and mailing address of the person to whom Follett should return a copy of the fully executed agreement.

# 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) SCHOOL V [0908577]	<b>Destiny Products:</b> <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 <input type="checkbox"/> Classroom Ready Collections