



Wisconsin Rapids Public School District - Board of Education

510 Peach Street

Wisconsin Rapids, WI 54494

(715) 424-6701

**AGENDA**

**Business Services Committee**

John Benbow, Jr., Chairman  
Katherine Bielski-Medina, Member  
Larry Davis, Member  
John A Krings, President

**February 3, 2014**

LOCATION: Board of Education, 510 Peach Street, Wisconsin Rapids, WI  
Board of Education Conference Room ~~A~~ C (Note Room Change)

TIME: 6:00 p.m.

- I. Call to Order
- II. Public Comment
- III. Updates and Reports
  - A. Purchases – Update
- IV. Agenda Items
- V. Future Agenda Items

The Wisconsin open meetings law requires that the Board, or Board Committee, only discuss subject matter that is noticed on their respective agendas. Persons wishing to place items on the agenda should contact the District Office, 424-6701, prior to the meeting date to make appropriate arrangements.

With advance notice, efforts will be made to accommodate the needs of persons with disabilities by providing a sign language interpreter or other auxiliary aids, by calling 424-6701.

School Board members may attend the above Committee meeting(s) for information gathering purposes. If a quorum of Board members should appear at any of the Committee meetings, a regular School Board meeting may take place for purposes of gathering information on an item listed on one of the Committee agendas. If such a meeting should occur, the date, time, and location of the Board meeting will be that of the particular Committee as listed on the Committee agenda.



BACKGROUND

Wisconsin Rapids Public School District - Board of Education

510 Peach Street

Wisconsin Rapids, WI 54494

(715) 424-6701

## **Business Services Committee**

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Katherine Bielski-Medina, Member  
Larry Davis, Member  
John A Krings, President

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TIME: 6:00 p.m.

I. Call to Order

II. Public Comment

III. Updates and Reports

A. Purchases – Update

Listed as Attachment A are copies of invoices for Police Liaison services from the City of Wisconsin Rapids and library software licensing from Follett Software Company.

IV. Agenda Items

V. Future Agenda Items

Future agenda items of the Business Services Committee include, but are not limited to the following:

- Transportation Negotiations

Attachment A

City of Wisconsin Rapids  
 444 West Grand Avenue  
 Wisconsin Rapids WI 54495  
 715-421-8213

\* \* \* \* \*  
 \* I N V O I C E \*  
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DATE 12/31/2013  
 CUSTOMER NO. 1076  
 INVOICE NO. 5010A  
 INVOICE DATE 12/31/2013  
 PMT DUE DATE 2/28/2014

TO WIS RAPIDS PUBLIC SCHOOLS  
 TOM HOLGESTAD  
 510 PEACH ST  
 WISCONSIN RAPIDS WI 54494

DESCRIPTION	AMOUNT
SCHOOL LIAISON WAGES AND FRINGE BENEFITS 7/01/13 TO 9/30/13	CATEGORY CITY -LIAIS 11,142.95
SCHOOL LIAISON WAGES AND FRINGE BENEFITS 10/10/13 TO 12/31/13	12,798.17
<del>29 yds. salt @ \$65/yd on 11/13, 12/3 12/4, 12/9, 12/19, 12/20/2013</del>	<del>CATEGORY STR -PIT 1,885.00</del>
TOTAL TO PAY	25,826.12 *

January 8, 2014

Phillip Bickelhaup  
Tech Director  
Wisconsin Rapids Schools  
510 Peach Street  
Wisconsin Rapids, WI 54494

Dear Phillip:

Follett Software Company 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 6**.
- Please fax or scan/email **ALL PAGES** (with the exception of the Acknowledgement of Delivery, if attached) of the signed amendment and your **Purchase Order** to the attention of the sales representative listed below at the corresponding fax number/email address.
- Please include with your fax/email the name and mailing address of the person to whom Follett should return a copy of the fully executed amendment if needed.

After the migration of your Destiny system to the Follett Hosted Service has been completed:

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

Sincerely,

Alexis Provenzano  
Inside Sales Consultant - Technology  
Phone: 800-323-3397 ext. 7464  
Fax: 815-578-5464  
[AProvenzano@Follett.com](mailto:AProvenzano@Follett.com)



1391 Corporate Drive 800.323.3397 www.FollettSoftware.com  
McHenry, Illinois 60050 815.344.8700  
815.344.8774 fax

**Amendment A**  
**Destiny™ Resource Management Agreement**  
Quote # 732973-3  
Customer # 4892850  
January 8, 2014

This Amendment is made part of the Destiny Resource Management Agreement between Follett Software Company ("Follett") and Wisconsin Rapids Schools ("you") in Wisconsin Rapids, WI dated March 5, 2008 (the "Agreement") is effective January 8, 2014. Any capitalized terms not defined in this Amendment have the meanings given them in the Agreement.

The prices and terms in this Amendment will be held open and valid until March 21, 2014.

**Modifications to the Agreement**

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

<i>Destiny Resource Management Solution Summary</i>	
<i>The total dollar amount included in this Amendment is</i>	<b>\$16,382.33</b>
<b>Products Added to Destiny Resource Management Agreement</b>	
<b>Follett Hosted Service Year One</b>	
<b>Migrate Existing Database(s) to Follett Hosted Service</b>	
<ul style="list-style-type: none"> <li>▪ Migration of your existing data to the Follett Hosted Service.                             <ul style="list-style-type: none"> <li>○ Migration of one (1) Destiny database(s) for eleven (11) license(s) of Library Manager to the Follett Hosted Service.</li> </ul> </li> </ul>	
<b>Migration to the Follett Hosted Service includes:</b>	
<ul style="list-style-type: none"> <li>▪ <b>Project Management:</b> coordination of tasks and timeline to migrate from customer-hosted servers to Follett-hosted servers.</li> <li>▪ <b>Implementation:</b> migration of the Destiny database from customer-hosted servers to Follett-hosted servers.</li> <li>▪ <b>Technical Training:</b> brief technical training on the Follett Hosted Service.</li> <li>▪ <b>Server maintenance and support</b></li> </ul>	
<p><i>Please note that the Follett Hosted Service does not currently offer the following functionality:</i></p> <ul style="list-style-type: none"> <li>▪ automating patron information through SIF</li> </ul>	
<p>Additional information regarding the migration service, and additional terms associated with the Follett Hosted Service, are contained in this document.</p> <p>Unless otherwise noted, no other project management, implementation, data or training services are included as part of this Proposal.</p>	

<p><b>Follett Hosted Service Year One</b></p> <ul style="list-style-type: none"> <li>▪ Destiny Library Manager™ - Student Engagement Package Hosted Service for year one for eleven (11) location(s)                             <ul style="list-style-type: none"> <li>○ Alliance Plus</li> <li>○ Destiny Quest</li> <li>○ One Search</li> <li>○ TitlePeak</li> <li>○ Online Documentation and Help</li> <li>○ Note: Library Manager is designed specifically as a Library management tool</li> </ul> </li> </ul> <p><b>Follett Hosted Service Additional Products or Services</b></p> <p><b>Prepaid Support for Five (5) Month(s)</b></p> <ul style="list-style-type: none"> <li>▪ Destiny Library Manager - Student Engagement Package for eleven (11) location(s)                             <ul style="list-style-type: none"> <li>○ Alliance Plus</li> <li>○ Destiny Quest</li> <li>○ One Search</li> <li>○ TitlePeak</li> <li>○ Online Documentation and Help</li> </ul> </li> </ul> <p>Data conversion and data enhancement services costs are not included.</p> <p>All other terms of the Agreement (and, if applicable, as amended) remain in full force and effect.</p> <p>All pricing is listed in United States dollars.</p> <p>Payment terms are Net 30 days after delivery.</p> <p>To the extent allowable by law, this Amendment is strictly confidential.</p> <p>It is the customer's responsibility to provide written verification of the Follett Hosted Service Solution transfer to your customer hosted server immediately following the implementation via the Acknowledgement of Delivery document (AOD).</p>	
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<p><b>Annual Licensing and Maintenance Costs After Seventeen Months*</b></p> <p><b>Follett Hosted Service</b></p> <ul style="list-style-type: none"> <li>▪ Destiny Library Manager™ - Student Engagement Package for continued access to and support of the Follett Hosted Service for eleven (11) location(s)                             <ul style="list-style-type: none"> <li>○ Alliance Plus</li> <li>○ Destiny Quest</li> <li>○ One Search</li> <li>○ TitlePeak</li> <li>○ Online Documentation and Help</li> <li>○ Note: Library Manager is designed specifically as a Library management tool</li> </ul> </li> <li>▪ District Technical Support includes:                             <ul style="list-style-type: none"> <li>○ Toll-free telephone technical support for designated Customer contacts</li> <li>○ 24/7 customer Web Portal, with searchable online knowledge base</li> <li>○ Unlimited E-mail support</li> <li>○ On-Demand eLearnings</li> <li>○ Product updates</li> </ul> </li> </ul> <p>This new pricing will be reflected in your next annual renewal fee.</p> <p style="text-align: right;"><b>Total Annual Licensing and Maintenance Costs: \$11,000.00</b></p> <p><i>*You must have paid or pay for all prior years' Annual Licensing and Maintenance Costs and renew maintenance for all sites and Management Systems at the same time in order to receive maintenance and updates.</i></p>	
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**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 FSC 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 FSC 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.

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.

<b>Follett Software Company</b>	<b>Wisconsin Rapids Schools</b>
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Address: _____	E-mail Address: _____
1391 Corporate Drive	Address: _____
McHenry, IL 60050-7041	_____
_____	_____
Date: _____	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 Software Company ("Follett") agrees to sell and license to the School District first named in this Agreement ("Customer"), and Customer agrees to purchase and license from Follett, the products and services listed in this Agreement (collectively referred to as the "Destiny Solution" or "Solution").
2. **License.** Upon commencement of the hosting services provided under the Agreement, Customer will be licensed to use the Destiny™ software (the "Software") according to the Follett Software Company Product Licensing Terms, incorporated into this Agreement by reference and available at the following URL: <http://www.follettsoftware.com/files/asp/leoms/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 Software Company 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 Quest, requires that Customer maintains current Follett Software Company 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, all Customer Data will be returned to Customer or, if Customer is not willing to receive such data within a reasonable time (not to exceed six months), Follett shall destroy the Customer Data. 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. Upon termination, Customer shall promptly cease to use the Software and return to Follett any proprietary materials provided to Customer as part 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 Software Company 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 <sup>st</sup> choice:	.follettdestiny.com
2 <sup>nd</sup> choice:	.follettdestiny.com
3 <sup>rd</sup> choice:	.follettdestiny.com



AGENDA

Wisconsin Rapids Public School District - Board of Education  
510 Peach Street  
Wisconsin Rapids, WI 54494

(715) 424-6701

## **Business Services Committee**

John Benbow, Jr., Chairman  
Katherine Bielski-Medina, Member  
Larry Davis, Member  
John A Krings, President

### **Special Business Services Committee Meeting**

#### **Closed Session**

**February 3, 2014**

LOCATION: Board of Education, 510 Peach Street, Wisconsin Rapids, WI  
Board of Education Conference Room ~~A~~ C (Note Room Change)

TIME: 6:05 p.m. or immediately following the Regular Business Services Committee Meeting

- I. Call to Order
- II. Convene to Closed Session

The committee will entertain a motion to convene into closed session pursuant to Wis. Stats. §19.85(1)(e) for the purpose of discussing bargaining strategies relative to upcoming negotiations for transportation of District students.