



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: August 2, 2017

Purpose: Report Only Recognition Discussion/ Possible Action

From: Jocelyn Durant, Public Information Officer

Scott Laleman, Director of Technology

Item Title: Discussion and possible action to approve the renewal and upgrade of the district website, Schoolwires, and automated broadcasting system, Mass Notifications, from Blackboard.

Description:

Discussion and possible action to approve the renewal and upgrade of the district website and purchase of Blackboard Mass notifications, Integrated app, Teacher Messaging, Social Media Manager, and Activity stream with student data in the amount of \$43,510 per year with one-time costs of \$1,275 the first year.

Recommendation:

Request to approve the renewal of the District's website contract with Blackboard and upgrade to a new template, plus purchase additional features: Blackboard Mobile Communication app, mass notifications, activity stream, teacher messaging, and social media manager. Annual cost will be \$43,510 with one time set up costs of \$1,275.

District Goal:

Goal 1 We will engage all school community members through transparency and effective communication to create an inclusive environment for all students.

Funding Budget Code and Amount:

CFO Approval

199 53 6299 xxx
211 11 6399 00 718 830 0DI

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

7-24-17

Superintendent:

7-27-2017

Blackboard Order Form

Quote #: 00019882

1111 19th Street NW, Washington, DC 20036
Phone: 1-800-424-9299 Fax: 866-891-8612

District/Entity ("CLIENT") Name: South San Antonio Independent School District 5622 RAY ELLISON DR SAN ANTONIO, TX 78242-2214 Student Enrollment: B (2,001 - 20,000) Bb Customer Account No: 329751	Client Accounts Payable Information Is a PO Number Required> (Y/N) _____ PO Number: _____ Contact Name: _____ Contact Telephone Number: _____
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* Blackboard will provide Client with the licensed software, support and/or services ("Licenses and Services") to the extent identified in Exhibit A of this Master Agreement Order Form ("Order Form" or "Agreement") for the fees set forth in Exhibit A. The Licenses and Services are subject to the specifications and limitations set forth in Exhibit B, if applicable as well as the Incorporated Contract Documents (listed below and incorporated by reference). If any term of this Order Form conflicts with any Incorporated Contract Document, then this Order Form shall control.

Term

1. Initial Term: Unless otherwise specified in the Licenses and Services set forth in Exhibit A, the Initial Term shall be 38 months following the Effective Date.
2. Unless otherwise specified in the Licenses and Services set forth in Exhibit A, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides Blackboard, or Blackboard provides Client, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. **Effective Date: 07/01/2017**

Fees and Payment Terms

1. All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.
2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

Incorporated Contract Documents

<http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx>

Client acknowledges that it has reviewed and accepts each of the above contract documents.

The following Exhibits are attached to this Agreement:

Exhibit A – Fees
Exhibit B – Additional Notes Regarding Licensed Software and Services

Additional Notes:

Contingency: This Order Form is revocable if Customer notifies Blackboard that it has not received Board approval of this transaction on or before August 3 2017. Customer shall promptly notify Blackboard of such non-approval, via email to Bill Jones, Associate General Counsel at bill.jones@blackboard.com, which must be received no later than 5:00 p.m. Eastern time, **August 3, 2017**. If notice is timely received, this Order Form shall be revoked in its entirety. If notice is not timely received, this Order Form shall be in full force and effect. This Order Form is not revocable for other reasons, is not subject to renegotiation during the contingency period and Customer shall make a good faith effort to obtain Board approval. Under no circumstance shall Customer be entitled to receive the Software or Services prior to the expiration of the contingency period.

EXHIBIT A

Fees

Product Code	Product Name	QTY	Product or Service Description	Prorated 07/01/2017- 08/31/2017	Year 1 09/01/2017- 08/31/2018	Year 2* 09/01/2018- 08/31/2019	Year 3* 09/01/2019- 08/31/2020
SCH-C2E SCH-SVC-PREM PL-APT-SIS PL-NOTIF SCH-C2E-ADD PL-P4T PL-SOCIAL	Blackboard Web Community Manager Essential Support: Premium+ Support Plan Blackboard Mobile Communications App Integrated Blackboard Mass Notifications Dashboard Activity Stream w/ Student Data Blackboard Teacher Messaging Blackboard Social Media Manager	14 Sites and 9500 Students	Annual Fees	\$ 0.00	\$ 43,510.00	\$ 43,510.00	\$ 43,510.00
PL-APT-IMP	Implementation: Mobile Communications App	1	One-Time Fees	\$ 4,500.00			
SCH-IMP	Implementation: Dashboard Activity Stream w/ Student Data	1	One-Time Fees	\$ 0.00			
PL-NOTIF-IMP	Implementation: Mass Notifications	1	One-Time Fees	\$ 1,125.00			
	Implementation: Blackboard Teacher Messaging	1	One-Time Fees	\$ 0.00			
PL-SOCIAL-IMP	Implementation: Social Media Manager	1	One-Time Fees	\$ 0.00			
SCH-TRAIN-OL	Web Community Manager Site Administrator Online	2	One-Time Fees	\$ 680.00			
SCH-TRAIN-OL	Web Community Manager Section Workspace Online	1 Session	One-Time Fees	\$ 340.00			
PL-APT-TRN-OL	Mobile Communications App: Online Training	1 Session	One-Time Fees	\$ 340.00			
PL-APT-TRN-OL	Mobile Communications App Launch Service (Basic)	1	One-Time Fees	\$ 1,275.00			
PL-TRAINING-OL	Mass Notifications: Online Training	1 Session	One-Time Fees	\$ 340.00			
PL-TRAINING-OL	Mass Notifications: Online Training (Advanced/Custom)	1 Session	One-Time Fees	\$ 425.00			
SCH-CREATIVE	Creative: MyWay Premium Single Template	1	One-Time Fees	\$ 3,750.00			
			Total	\$ 12,775.00	\$ 43,510.00	\$ 43,510.00	\$ 43,510.00

* While the Subscription Fees for each of the annual or other periods reflected in the table above are stated as fixed Subscription Fees, the fees due for each annual period following the initial period (which is either Year 1 or a partial year period) may be increased by a percentage amount no greater than the applicable increase in the U.S. Department of Labor's Consumer Price Index for all Urban Consumers, U.S. City Average ("CPI-U"). In each instance, the CPI-U will be measured over a twelve (12) month period which ends on the month which is six (6) months immediately prior to the first month of the contract year for which the increase would apply. Blackboard would notify Client of any such increase in the invoice submitted prior to the contract year at issue. For increases that may apply to renewal or other periods following the term of years reflected in the table above, please refer to the applicable provisions of the Agreement.

EXHIBIT B

Additional Notes Regarding Licensed Software and Services

Schoolwires Centricity2 Essential	
Support Package	Premium
Hosted By	Blackboard
FlexSites (also known as Sections)	250 per Site
Storage	4 GB per Site
Bandwidth	10 GB per month per Site

Template Library

Client is granted the right, during the Term, to access and use the web-based library of templates made generally available by Schoolwires as part of the Template Library subscription which is specified in the Master Agreement. Client's rights to use these templates shall be subject to the terms and conditions of the Master Agreement which govern the use of Licensed Software.

By signing below, each of Blackboard and Client represent that a) this Agreement has received all necessary approvals and that each party is authorized to enter into this contract and b) Client has reviewed and accepted all of the contract documents incorporated into or attached to this Agreement.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

Blackboard

Bill Jones
Name of Authorized Blackboard Officer

Associate General Counsel
Title

Signature

Date

South San Antonio Independent School District

Name of Authorized South San Antonio Independent School District Representative

Title

Signature

Date

Blackboard Internal Use Only:

Service Agency:	
Account Manager:	Lindsey Fishback