

2019-013

VOID IF EXECUTED AFTER: June 30, 2018
CUSTOMER: University of Idaho

Blackboard®

This Blackboard Order Form ("Order Form") by and between **Blackboard Inc.** ("Blackboard") and **University of Idaho** ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form, together with the Blackboard Master Agreement dated March 14, 2011 and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary.

Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Software & Services Product and Pricing Summary

Qty	Product Code	Product or Service	Initial Term Period #1 Effective Dates	Initial Term Period #1 (USD)	Initial Term Period #2 09/15/2018 - 09/14/2019 (USD)	Initial Term Period #3 09/15/2019 - 09/14/2020 (USD)	Initial Term Period #4 09/15/2020 - 09/14/2021 (USD)	Initial Term Period #5 09/15/2021 - 09/14/2022 (USD)
1	AS-ALY-BBL-P	BLACKBOARD ALLY PACKAGE FOR LEARN, 8,001 - 15,000 FTE	05-01-2018 - 09-14-2018	\$11,823.29	\$31,500.00	\$31,500.00	\$31,500.00	\$31,500.00
1	AS-ALY-BBL	BLACKBOARD ALLY FOR LEARN						
1	AS-ALY-BBL-IMPL	BLACKBOARD ALLY IMPLEMENTATION FOR LEARN						
1	AS-LSFREE-STG	COURSE DELIVERY STAGING LICENSE	05-01-2018 - 09-14-2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

1	AS-HST-STG	HOSTED STAGING ENVIRONMENT	05-01-2018 - 09-14-2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	EC-ELN-ACCS-CUST	ACCESSIBILITY FOR E-LEARNING SERVICES	05-01-2018 - 09-14-2018	\$18,000.00				
1	AS-ALY-REMTRN	ALLY REMOTE TRAINING	05-01-2018 - 09-14-2018	\$2,000.00				
1	AS-CSFREE-STG	CONTENT MANAGEMENT STAGING LICENSE	05-01-2018 - 09-14-2018	\$0.00				
1	AS-HST-STG-SET	HOSTED STAGING ENVIR SETUP	05-01-2018 - 09-14-2018	\$0.00				
1	AS-LAC-P	LEARN FOR ACADEMIC COLLAB	09-15-2018 - 09-14-2019		\$43,541.19	\$43,541.19	\$43,541.19	\$43,541.19
1	AS-CM	COMMUNITY ENGAGEMENT						
1	AS-CD	COURSE DELIVERY						
1	AS-CS	CONTENT MANAGEMENT						
1	AS-HST-GOLDLS	LEARN COURSE DELIVERY HOSTING, 2,501 - 8,000 Active Users	09-15-2018 - 09-14-2019		\$121,245.93	\$118,288.72	\$121,245.93	\$121,245.93
1	AS-HST-STOR250GB	HOSTING ADDITIONAL STORAGE 250GB	09-15-2018 - 09-14-2019		\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
1	MOB-LRN	MOBILE SOLUTIONS, 8,001 - 15,000 FTE	09-15-2018 - 09-14-2019		\$14,513.73	\$14,159.74	\$14,513.73	\$14,513.73
1	CL-VT-FTE	COLLABORATE VOICETHREAD	09-15-2018 - 09-14-2019		\$8,791.05	\$8,576.63	\$8,791.05	\$8,791.05

1	AS-HST-TEST	HOSTED TEST ENVIRONMENT	09-15-2018 - 09-14-2019		\$0.00	\$0.00	\$0.00	\$0.00
1	AS-HST-CS	CONTENT MANAGEMENT HOSTING	09-15-2018 - 09-14-2019		\$0.00	\$0.00	\$0.00	\$0.00
			Total	\$31,823.29	\$239,591.90	\$236,066.28	\$239,591.90	\$239,591.90

B. Terms

1. The Initial Term of this Order Form shall be as specified in the Product and Services Pricing Summary above.
2. Unless otherwise specified in the Product or Service Description above, 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 Customer provides Blackboard, or Blackboard provides Customer, 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: May 01, 2018

C. Payment Terms

1. All initial and subsequent payments shall be due Net 30. Unless otherwise stated, all prices are in 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.

D. Special Provisions

1. The attached Statement of work is incorporated herein by this reference.
2. The terms and conditions of the Blackboard Professional Services Agreement (PSA), dated April 29, 2011, are incorporated herein by reference.
3. The terms and conditions at <http://agreements.blackboard.com/bbinc/voicethread-terms-and-conditions.aspx> are incorporated herein.
4. The terms and conditions of the Blackboard Voicethread Terms and Conditions (link above) are hereby edited as follows: Section 10.1 is hereby deleted in its entirety and replaced with the following: "10.1 "Governing Law; Jurisdiction This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of Idaho, excluding any such laws that might direct the application of the laws of another jurisdiction. Any dispute arising hereunder shall be subject to the exclusive jurisdiction of the federal and State courts located in Latah County, Idaho, and each party hereby submits to the jurisdiction of, and waives any objection to venue in, any such court for purposes of adjudicating any such dispute."
5. Ally Grant of License. With respect to the Ally service, for the term specified in the applicable Order Form, we grant you a non-exclusive, non-transferable, non-sublicenseable, license to access and use the Ally service made available by Blackboard.
6. Ally No advice. We do not guarantee that the use of the Ally service will ensure the accessibility of your web content or that your web content will comply with any specific web accessibility standard or law. Any information or guidance accessed through the Ally service, including without limitation the results of any website tests conducted or other guidance with respect to compliance with various accessibility standards, including without limitation the web content accessibility guidelines 2.0 (WCAG 2.0), or laws, rules or regulations, including without limitation those commonly known as the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008, applicable sections of the Communications Act of 1934 as amended by the Telecommunications Act of 1996, 251(a), the Rehabilitation Act, the Individuals with Disabilities Education Act, or their international counterparts, any or all as amended from time to time, or related rules or regulations is provided solely as a courtesy and is not legal advice or counsel. Other laws may apply to you or your customers depending on the nature of their goods and services. We expressly disclaim any implied or express warranties and any liability with respect to any information or guidance provided.

Sales Approved:

Initial:

Customer: University of Idaho

Signature:



Name:

J. Metroy
Director, Contracts

Title:

Date:

7/1/18

Attach PO :

Attach Tax Exemption:

Blackboard Inc.

Signature:



Name: Bill Jones

Title: Deputy General Counsel

Date: May 01, 2018

**EXHIBIT TO
BLACKBOARD ORDER FORM**

STATEMENT OF WORK

This Work Statement is a preliminary expectation of both Blackboard and University of Idaho ("Customer") of the services that may need to be performed. As such it may be modified by a writing approved by the designated representatives of each Blackboard and Customer. The work described below is intended to be performed on a time and materials and/or fixed fee basis.

This Statement of Work ("SOW") is an attachment to the Blackboard Order Form between Blackboard and Customer which is hereby referenced and incorporated into this SOW and will legally control the delivery of services.

Engagement Summary

Learners enrolled in online, hybrid, and blended programs expect a holistic learning experience that is focused on their experience. Some online, hybrid, and blended programs, however, can present barriers to students who have visual, auditory, cognitive, and/or physical disabilities that prevent them from fully engaging in the learning materials. In addition, institutions must meet the expectations established in accessibility laws and rulings that have been handed down by the Department of Justice and Office of Civil Rights.

Providing course content to learners in various accessible formats, feedback to instructors to educate and possibly remediate original documents and institutional insight regarding the accessibility of course content throughout the Learning Management System necessitates a well-structured deployment and adoption plan. A plan that includes policies, communication strategies and deployment approaches. University of Idaho seeks to partner with Blackboard in developing this plan.

Definitions

For the purposes of this statement of work, references to University of Idaho, ***Client, Customer, Organization*** and/or ***Institution*** refer to University of Idaho. In addition, the following terms may be used to describe specific aspects within the scope of work:

- a. **Work Stream** refers to a set of related activities that conclude with the delivery of one or more work products as defined by the scope of work.
- b. **Learning Platform** or **LMS** refers to Blackboard Learn.
- c. **Course or Online Course** refer a structured learning experience or bounded instructional content that is offered in a fully online, hybrid or technology-mediated form.
- d. **Subject Matter Expert (SME)** refers to an individual who possesses specific knowledge and expertise that is deemed essential for the engagement, and contributes to and participates in the engagement activities. Depending on the context of need within the project or work stream, an SME can be an instructor, consultant, learner, staff member, or other individual.

1 Scope & Work Streams

1.1 Ally Deployment & Adoption Plan Work Stream

This solution results in a plan designed to deploy Ally to the relevant stakeholders in an organization based on Ally institutional reports, organizational resources, course creation method, remediation approach and accessibility goals and objectives. The plan, which can be processed, adopted, and implemented by the organization (in the form of recommended policies, processes and procedures) includes:

- Statement of Purpose
- Course Accessibility Goals
- Strategies
- Performance Metrics

The solution may also provide a set of recommendations designed to mitigate accessibility barriers identified during discovery.

It is to be noted that these recommendations are not a substitute for legal counsel.

The engagement is comprised of:

Kickoff Meeting – Remote

The goal of this meeting is to:

- Communicate the consulting methodology
- Validate the institution's expectations
- Identify the institutions overall approach and goals to eLearning
- Identify the eLearning roles that will need to be included in the onsite interviews and discovery

Onsite Discovery – (2 days)

The discovery is designed to obtain an understanding of the eLearning department's processes and goals around accessibility and the use of Ally by meeting with the eLearning leadership and staff who design, develop and deploy eLearning courses. The goals of the meetings are to:

- Validate the key concerns of the client
- Explore deployment approaches that are in accordance with the institution's resources and culture
- Document any new concerns or issues that need to be addressed during the consultation

Opening Forum: During this time, the eLearning leadership team along with other key stakeholders will develop a common understanding of accessibility in eLearning and the implications for non-compliance. Discussions will take place to understand specific scenarios around the institution's eLearning accessibility. As appropriate, Blackboard's product and corporate accessibility strategy and roadmap will be shared. Clients will be guided to produce an initial/draft vision, goals, and potential metrics during this session.

Discovery: Interviews and focus groups will be held with key eLearning staff and academics that engage with eLearning students to develop an in-depth understanding of the current eLearning accessibility practices in the institution.

- Office of Disability Services
- Office of eLearning
- Key eLearning faculty
- Office of Communications
- Academic Leadership

Exit Briefing: Bringing together the eLearning leadership along with any institutional leadership for a discussion of the top-line summary of findings.

Development of the Plan

A deployment approach designed in accordance with the identified goals and resources to best utilize the Ally software. This approach will include considerations around policy; communication plan; pilot or full deployment; remediation and adoption. The plan is developed in an iterative process with the eLearning leadership, providing opportunities for review.

Delivery of the Ally Deployment & Adoption Plan

A remote meeting with the eLearning leadership to present the final plan and any developed artifacts, and to discuss next steps in the execution of the plan.

Monthly Meeting to Assess Progress

A monthly remote meeting for the 6 months following the delivery of the plan. The meeting will be with the eLearning leadership to assess the progress made with the deployment of Ally and to make any adjustments to the plan as needed for further adoption.

Work Products

- a. Ally Deployment & Adoption Plan
- b. Concluding Executive Update

Client Responsibilities, Assumptions, Limitations

1. University of Idaho will make available documents, reports, plans, data, etc. requested by Blackboard as well as any additional items it feels would provide value to the engagement. Blackboard fully acknowledges that some requested items may not exist or be available, and therefore will strive to advance the project without such information unless it will adversely affect completion.
2. University of Idaho will provide access to and schedule the participation of requested staff, stakeholders, SMEs, and/or learners; and work with Blackboard to schedule, coordinate, and facilitate meetings, working sessions, and other interactions as needed.

These responsibilities, assumptions, and limitations are in addition to those stated in the *General Engagement Assumptions* section located later in this document.

1.2 Ally Essentials Training

The Ally Training Essentials is designed to provide disability support services personnel and/or designated faculty members with the skills and knowledge to train faculty and staff in the design and modification of their web-based materials, with the goal of removing barriers to access, and building in universal design.

Participants will learn how to instruct faculty and staff in the use of Ally's powerful evaluation tools to identify potential accessibility issues in their online materials, to ameliorate existing barriers to access, and to build accessibility into the design of future materials. They will also learn how to guide faculty and staff in the use of Ally's alternative content to model their own materials design.

The workshop has been designed for delivery in two 2-hour Collaborate sessions. Participants should have advanced skills in using Collaborate including but not limited to setting up and managing breakout groups, loading content into breakout groups and managing chat with breakout groups

Work Products

- a. Facilitator's guide for training session
- b. Recording of the Collaborate training sessions

Client Responsibilities, Assumptions, Limitations

- 1. Facilities for each participant to log in separately to the Collaborate sessions
- 2. Any necessary accommodations for participants with disabilities

1.3 Ally Technical Implementation and Report Orientation

The Ally Technical Implementation and Report Orientation service is designed to provide basic technical configuration of Ally and to provide an orientation for administrators and accessibility staff wishing to access, navigate, and interpret the reports. More specifically, Blackboard Consulting will work with project team members to provide the following:

- A one-hour remote kick-off and planning meeting to set the schedule, gather pre-requisite configuration information
- Ally Technical Configuration
- A two-hour remote Orientation to:
 - Provide an overview of the Ally tool, features and workflow
 - Review alternate accessible versions
 - Review Instructor Feedback
 - Accessibility of course content
 - Guidance on how to fix accessibility issues and generate change in behavior over time
 - Review Institutional Report
 - Understanding of how the institution is doing
 - Helps identify where problem areas are, what to focus on, who to target, etc

Work Products

- Technical Configuration
- Administrator Training

Client Responsibilities, Assumptions, Limitations

- Customer is currently running one of the following LMS instances:
- Blackboard Learn 9.1 Classic (non Ultra)
- MoodleRooms
- Instructure Canvas
- Integrations with other Learning Management Systems will be considered on a case-by-case basis, but will require custom development and integration effort.
- High level of participation from client IT and administration resources
- Timely response from the Customer project leadership with regard to scheduling the orientation workshop
- All work to be performed remotely

1.4 Project Management

Project Management facilitates communication within Blackboard and with the Customer related to this engagement, and coordinates Blackboard's activities for this engagement. The goal of Project Management is that project objectives and milestones are met in a timely and cost-effective manner. To achieve these outcomes, Blackboard will appoint a Project Manager who will be responsible for the overall engagement delivery, documentation, status reporting, and resource management.

Work Products

- a. Project plan.
- b. Ongoing project management and periodic communication on project progress.

Client Responsibilities, Assumptions, Limitations

1. University of Idaho will appoint a project coordinator for this engagement that together will work with the Blackboard Project Manager to facilitate the availability, scheduling and engagement of University of Idaho resources as needed so that project tasks can be completed in a timely fashion in accordance with the project plan.
2. If issues arise with SME involvement or University of Idaho participation at any point within this entire scope or specific work stream, Blackboard and the Client agree to, on good faith, to resolve such issues as to not adversely affect the project schedule. If the issues are not resolved in a timely manner, Blackboard may initiate a Project Change Request (PCR), which may extend the delivery timeline and/or require additional fees to complete work, or suspend activity until SMEs and/or resources become available.

These responsibilities, assumptions, and limitations are in addition to those stated in the *General Engagement Assumptions* section located later in this document.

2 Resource Requirements

To complete this engagement, Blackboard proposes the following projected staffing model included in the section entitled "Scope & Work Streams" above.

ROLE	ACTIVITIES & RESPONSIBILITIES
Project Manager	Responsible for management of project tasks, schedule, and resources. Facilitates communication within Blackboard and with University of Idaho related to this engagement, and coordinates Blackboard's engagement activities.
Principal Strategist(s)/ Consultant(s)	Supports the delivery of the elements within the scope of work as appropriate including providing additional subject matter expertise.

To address specific elements within each work stream, additional Blackboard staff beyond those indicated in the table above may be assigned to the project as needed.

2.1 Engagement Leadership

A member of the Blackboard team will be identified as the Lead Strategist/Consultant who, together with the Project Manager, will interface with University of Idaho project leadership, harmonize specific project and work stream efforts, drive the completion of the elements defined within the scope of work, and manage the quality and delivery of the engagement and work products.

As part of Blackboard's quality assurance process, an Executive Sponsor will be assigned to the engagement who will act as the champion for the engagement within Blackboard. In addition, the Executive Sponsor will assist the Project Manager in overseeing the engagement, managing quality and delivery, and escalating issues within Blackboard if necessary. Finally, the Executive Sponsor will interact with the leadership of University of Idaho at a strategic level, and operationally – as appropriate – throughout the engagement period.

3 Customer Responsibilities

Blackboard Consulting's approach assumes active participation from University of Idaho team. University of Idaho is responsible for staffing resources on the project that have the necessary functional and technical knowledge to execute required tasks.

ROLE	ACTIVITIES & RESPONSIBILITIES
------	-------------------------------

ROLE	ACTIVITIES & RESPONSIBILITIES
Project Owner/ Executive Sponsor	The Project Owner provides strategic direction and executive sponsorship of the engagement.
Project Manager/ Project Coordinator	Responsible for management of the University of Idaho project and work stream tasks, schedules, and resources.
Client Subject Matter Expert(s)	Responsible for providing University of Idaho expertise, material, content, and/or subject matter to the completion of a work stream, engagement, and/or project.

Additional University of Idaho participation will be identified on a work stream-by-work stream basis as part of the project management process.

4 Timeline

Based on the information provided at the time of writing, Blackboard anticipates that the engagement will be delivered within a minimum of **12 weeks** after the formal start of work with monthly follow up calls for the first 6 months. The project plan will be drafted, agreed to, and tracked with University of Idaho as part of the engagement. Actual scheduling and milestones will be finalized as part of the project management process, and may be adjusted pending the availability of resources, conflicts in schedule, or other factors that may affect project delivery.

5 Change Control

Changes to scope, resources, staffing, or timeline may impact this estimate. In the event a change occurs, the Blackboard Project Manager will capture and assess the impact and relevant implications through the project Change Control Process. This process will yield a Project Change Request (PCR) document for the Client's review and consideration. The PCR requires University of Idaho and Blackboard approval to be valid and actionable, if applicable.

6 General Engagement Assumptions

Our approach, timeline, team structure, and professional fees are based on the below assumptions. Variance from these assumptions will be managed through the Change Control Process and may affect the actual schedule and cost of the project.

- This agreement covers only the activities as described;
- Staffing and scheduling for project roles/positions will begin once the Contract is signed and Purchase Order is received;
- Payment for any software licenses is not contingent on or related to payment or performance for professional services;
- Customer will provide Blackboard with access to the appropriate physical and technical environments in the timeframes confirmed with Blackboard Project Manager to complete the effort outlined in this document;
- Any scheduling estimates are based on the assumption that the Customer will respond to any decision required from the Customer within five (5) business days;
- Customer will complete a review of all submitted draft working products, or set of working products, in five (5) business days unless otherwise agreed to in writing;
- The Customer shall assign a representative to be the primary point of contact for the Blackboard Project Manager. This representative shall have full authority to make all decisions regarding project scope, overall timeline, and related projects costs, as well as maintaining the necessary Customer project personnel, resources, etc. are available to complete the project(s);
- Quality involvement and working products from the Customer are critical to the project. The Customer's representative shall be responsible for coordinating all meetings that involve
- Customer and third-party contractor staff members, working products, and information requests within the agreed upon timeframes;
- Customer is responsible for providing subject matter experts to assist in identifying business rules, resolving process discrepancies and answering ad hoc questions. The subject matter expert will be made available as needed during the course of the engagement and will be responsible for soliciting input from additional Customer personnel as needed;

- Hardware and software configuration and environment(s), either managed or self-hosted, can support the functional/technical services included in this Statement of Work;
- All interfacing systems in the environment(s) designated for functional testing will be available;
- Third-party products and services, except as expressly noted above, Customer will separately procure and provide all third-party products and services in a timely manner to support the Services as defined in this Statement of Work. Blackboard is not responsible for making changes to the configuration or data contained or used in third-party systems, including but not limited to the Customer's SIS;
- Working Products are artifacts, used by Blackboard, that demonstrate progress toward a deliverable; however, they are not themselves deliverables;
- Services, whether fixed-price or time and material, are estimated based upon a maximum forty (40) hour work week per Consultant;
- The Customer shall pay all outstanding invoices from any previous Blackboard agreements greater than thirty (30) days, prior to beginning work under this document;
- The estimates above were developed based on the estimated project duration. In the event the project exceeds the duration and crosses a new fiscal year, rate may be adjusted accordingly based on the effort expended in the new fiscal year;
- Except as otherwise stated in this Agreement with regard to the Consulting Services performed hereunder, Blackboard reserves the right to change the services it offers to its customers generally and related rates at any time.



650 W. State Street • Room 307 • Boise, ID • 83702
P.O. Box 83720 • Boise, ID • 83720-0037

June 27, 2018

Brian Foisy
Vice President for Finance
Administration Building, Room 211
PO Box 443168
University of Idaho
Moscow, ID 83844-3168

RE: Blackboard Inc. Contract Extension

Dear Brian:

This letter is in response to your request to proceed with the contract extension with Blackboard, Inc. from September 15, 2018 through September 14, 2022. The full contract amount is not to exceed \$986,665.27.

The State Board of Education requires executive director review and approval for the purchase of equipment, data processing software and equipment, and all contracts for consulting or professional services either in total or through time purchase or other financing agreements, between five hundred thousand dollars (\$500,000) and one million dollars (\$1,000,000). Staff has reviewed the above request, and pursuant to the authority delegated to the Executive Director under Board Policy V.I.3.a., this correspondence will confirm authorization to proceed with this purchase as requested. This authorization is predicated on the understanding that general counsel for the University of Idaho has reviewed and approved terms and conditions of the contract.

Sincerely,

Matt Freeman
Executive Director

attachment
MF/mc

Request for Executive Director of Board of Regents Approval
for Purchases between \$500,000 and \$999,000

Date:	May 8, 2018
Requisition No.:	R0022472
Department:	Information Technologies Services

ACTION:

This is a request to purchase a contract extension. This purchase has been requested by Dan Ewart of Information Technologies Services.

BUDGET IMPACT:

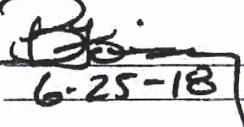
The total cost of this purchase is \$986,665.27. It will be charged to the following budgets:
XIX006.

PROCUREMENT METHOD:

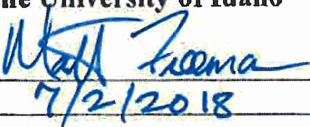
Based on the cost proposed by Blackboard Inc., the price for this contract extension is considered fair and reasonable. Blackboard Inc. is considered a responsible proposer.

This purchase request has been processed in accordance with the State Board of Regents policies and procedures, as well as University policies and procedures.

The University of Idaho

Approved By: 
Date: 6-25-18

The Regents of the University of Idaho

Approved By: 
Date: 7/2/2018