

VENDOR CONTRACT

Between Blackboard Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Web Hosting, Services or Content Management

CONTRACT #2092216

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

Participation Fees

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and

hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop

work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS

member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

Exceptions:

Please see the attached document following this page.

Clarifications for The Interlocal Purchasing System Request for Proposal Document

Part A: The Interlocal Purchasing System Request for Proposal Document

Vendor Contract

If awarded the business pursuant to this RFP, Blackboard looks forward to negotiating mutually agreeable terms based upon our standard licensing terms. Such terms are material to the use of the Blackboard products and services and can be found at <http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx> and Blackboard respectfully requests such terms serve as the final governing contract between the parties.

Warranty

If awarded the business pursuant to this RFP, Blackboard looks forward to negotiating mutually agreeable terms based upon our standard licensing terms. Such terms are material to the use of the Blackboard products and services and can be found at <http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx> and Blackboard respectfully requests such terms serve as the final governing contract between the parties.

Part B: Vendor Contract

If awarded the business pursuant to this RFP, Blackboard looks forward to negotiating mutually agreeable terms based upon our standard licensing terms. Such terms are material to the use of the Blackboard products and services and can be found at <http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx> and Blackboard respectfully requests such terms serve as the final governing contract between the parties.

For purposes of clarification, the pricing outlined herein is specific to K-12 customers (school districts/public schools). The parties agree that provided there are no material changes to an existing or resulting Agreement then TIPS may extend the terms and conditions of such Agreement to other members (higher ed/government entities) for the purpose of procuring Blackboard products and associated services at a mutually agreed upon price.

Additional Comments

Vendor respectfully submits the following additional comments:

Standard Contract

Blackboard respectfully requests that the Parties negotiate and execute an agreement the terms of which are tailored to the Service, and that such agreement govern the relationship. Vendor has negotiated acceptable terms and conditions with TIPS in the past. Certain Vendor terms and conditions are a material requirement of Service delivery and agreement to those terms are a condition precedent to fulfillment of the Services either by TIPS or its members.

1. In respect of termination, Vendor respectfully submits that either Party should have the right to terminate for material breach, subject to a notice and cure provision. Vendor proposes a thirty (30) day cure period following notice, but is happy to agree to a period proposed by the District if mutual. Vendor is happy to agree to termination for convenience annually inasmuch as the Service is provided on an annual subscription basis. If the District requires the right to terminate or suspend work more frequently than annually such termination shall not entitle the District to a refund or credit of the otherwise applicable amount due for the related annual period.

2. Vendor respectfully submits the following in lieu of, or as express qualification to, any indemnification requirements:

Indemnification of District. Vendor will defend, indemnify, and hold harmless District to the extent of a claim that the Service infringes any copyright or U.S. patent that is issued as of the effective date of the Contract.

Vendor's obligations hereunder are contingent on the following conditions:

- (i) District will notify Vendor in writing promptly after District becomes aware of a claim or the possibility thereof; and
- (ii) District must grant Vendor the sole control of the settlement, compromise, negotiation, and defense of any such action; and
- (iii) District must provide Vendor with all information related to the action that is reasonably requested by Vendor; and
- (iv) If as a result of an infringement claim, District's use of some or of all the Service is enjoined by a court of competent jurisdiction, Vendor will at its option either:
 - a. Modify or replace either all or the infringing part(s) of the Service so that they are no longer infringing, provided that the so modified Service is substantially equivalent in all material respects to the infringing parts of the Service; or
 - b. Procure the right for Vendor to continue using the infringing part of the Service; or
 - c. If neither of the foregoing options is available to Vendor using commercially reasonable efforts, Vendor will terminate the contract and refund to District all amounts paid by District to Vendor with respect to such affected service on a prorated basis for the remainder of the term of the Contract.
- (v) Vendor will not be liable hereunder for any settlement made by the District without Vendor's advance written approval or for any award from any action in which Vendor was not granted control of the defense; and
- (vi) The foregoing indemnity shall not apply to any infringement claim to the extent arising from the District's use of the Service in a manner not authorized by Vendor and/or District's use of the Service with software or hardware, not provided by Vendor, where the use with such other software or hardware, gave rise to the infringement claim; and
- (vii) District agrees to cooperate with Vendor in good faith in the defense of any legal action or suit.

Limitation of Liability. In no event will Vendor, its officers, employees, representatives or licensors be liable to the District for any indirect, punitive, special, consequential, exemplary, or other similar damages of any kind or nature whatsoever, suffered by District or any third party (including without limitation, business interruption, downtime, or any use of, or failure to use the Service, or any loss of business, contracts, profits, anticipated savings, goodwill or revenue, or any loss or corruption of data), arising out of the Contract, the Service, or the transactions contemplated hereby, even if a Party has been advised of the possibilities of such damages or should have foreseen such damages. Vendor, its officers and employees will not be liable for any damages or injury with respect to the performance of the Service, including, but not limited to, any failure of performance, error, omission, defect, delay, computer virus, or line failure, interruptions or disruptions in the services contemplated under the Contract caused by or resulting from any act, omission or condition beyond Vendor's reasonable control, whether or not foreseeable or identified, including but not limited to, transmission errors, or corruption or security of information carried over telecommunication lines, failure of digital transmission links, hostile network attacks or network congestion, or acts of God, acts of war, governmental regulations, public utilities or telecommunication providers, shortage of equipment, materials or supplies, fire, power failure, earthquakes, severe weather, floods or other natural disaster or District's or any third party's applications, hardware, software or communications equipment or facilities, unless same results from the intentional or willful acts of Vendor. Under no circumstances will the aggregate liability of Vendor to District or any third party arising out of or related to the Contract or the provision of the Service, exceed the aggregate fees paid to Vendor under the Purchasing Document during the 12 month period immediately prior to the event, act or omission giving rise to such liability, regardless of whether any action

or claim is based on warranty, indemnification, contract, tort or otherwise. The existence of multiple claims will not enlarge this limit. The foregoing limitations of liability are intended to apply without regard to whether other provisions of the Contract have been breached or have proven ineffective. Nothing contained in the foregoing limits or excludes the liability of Vendor for liability which cannot be excluded by law. Notwithstanding anything contained herein to the contrary, District shall be responsible for all claims and damage resulting from the misuse of the Service by District or its users including reimbursement of any expenses incurred by Vendor in defending claims arising from such misuse. The Parties acknowledge and agree that the fees, limitations of liability and remedies reflect the allocation of risk between the Parties, and that this Section is an essential element of the basis of the bargain between the Parties and that in its absence, the economic terms of the Contract would be substantially different. Vendor reserves the right to modify or remove any functionality that may be alleged to infringe a third party's intellectual property rights.

3. For the purposes of clarification, the Service is sold on an annual subscription basis. Accordingly, nothing set forth in the RFP or Vendor's response shall be deemed to convey to the District an ownership interest in the Service.

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Karen Walton Internal Support Specialist	Address	Region VIII Education Service Center	Address
Email	Karen.Walton@tips-usa.com		4845 US Highway 271	
Phone	(903) 575-2761		North	Contact
Fax	(866) 929-4402	Contact	Pittsburg, TX 75686	
Bid Number	2092216		Kim Thompson, TIPS	Department
Title	Web Hosting, Services or Content Management		Office Manager	Building
Bid Type	RFP	Department		Floor/Room
Issue Date	7/1/2016 08:01 AM (CT)	Building		Telephone
Close Date	8/12/2016 03:00:00 PM (CT)	Floor/Room		Fax
Need by Date		Telephone	+1 (866) 839-8477	Email
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company BLACKBOARD INC.
 Address 1111 19th Street NW
 Washington, DC 20036

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (202) 4634860
 Fax 1
 Email
 Submitted 8/11/2016 11:23:42 AM (CT)
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Mitch Shively Email mitch.shively@blackboard.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	All 50 States

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

Blackboard Inc. is a Corporation and has been in business for 18 years. Formed in 1997 with a vision of transforming the Internet into a powerful environment for the education experience, Blackboard quickly became the leading provider of e-Education systems.

Blackboard's roots originate with its first teaching and learning software platform, CourseInfo, which was created within the education community.

Blackboard is the world's leading education technology company that is reimagining education by challenging conventional thinking and advancing new learning models. We rapidly deploy relevant and meaningful technologies and services to meet the needs of the modern day learner and the institutions that serve them, driving success and growth for both. In partnership with higher education, K-12, corporate organizations, and government agencies around the world, we help every learner achieve their full potential. For more information about Blackboard, follow us on Twitter at @Blackboard.

Over the past decade, Blackboard has grown from less than \$100M in annual revenue to greater than \$640M in annual revenue in 2014. During this time, the Company has continued to consistently generate positive operating cash flows and has remained profitable as measured and reported to creditors and investors. Blackboard has grown through both acquisition and organic growth. Please refer to the following link for a list of recent rewards

<http://www.blackboard.com/about-us/awards.a>

Blackboard is the market leader in ten different product categories in higher education in North America. Globally, Blackboard is supporting more than 19,000 customers in 100 countries, including 1,900 international institutions. Blackboard estimates 30 million unique users for all Blackboard products and services. Blackboard has approximately 2,900 employees worldwide, headquartered in Washington, D.C., with offices in North America, Europe, Asia and Australia.

<http://www.blackboard.com/About-Us/Location>

Out of the Top 50 Times Higher Education Reputation Ranking in 2014, 80% of the world's top academic institutions work with us. Our solutions and services are used

by 1 in 3 U.S. school districts, including 70 of the largest 100 districts, and serve over 20 million K-12 students. We support and work with 92% of the top online bachelor degree programs.

6	Primary Contact Name	Primary Contact Name	Mitch Shively
7	Primary Contact Title	Primary Contact Title	Sr Account Executive
8	Primary Contact Email	Primary Contact Email	Mitch.Shively@blackboard.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	740-417-4165
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	202-463-4863
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	740-856-9169
12	Secondary Contact Name	Secondary Contact Name	N/A
13	Secondary Contact Title	Secondary Contact Title	N/A
14	Secondary Contact Email	Secondary Contact Email	N/A
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	N/A
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	N/A
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	N/A
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Finance Operations
19	Admin Fee Contact Email	Admin Fee Contact Email	FinanceOps@blackboard.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	N/A
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Finance Operations
22	Purchase Order Contact Email	Purchase Order Contact Email	FinanceOps@blackboard.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	N/A
24	Company Website	Company Website (Format - www.company.com)	www.blackboard.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	52-2081178
26	Primary Address	Primary Address	1111 19th St., NW
27	Primary Address City	Primary Address City	Washington
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	DC
29	Primary Address Zip	Primary Address Zip	20036

30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Blackboard, Web Community Manager, Social Media Manager, Collaborate, Moodlerooms, Learn, Authentica, Personalized Learning Services, Personalized Learning Solution
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	No
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Washington
34	Company Residence (State)	Vendor's principal place of business is in the state of?	District of Columbia
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	60
44	Years Experience	Company years experience in this category?	19

- 45 Resellers: Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section. No
- 46 Prices are guaranteed for? (___Month(s), ___ Year(s), or Term of Contract) (Standard TBA term is "Term of Contract")

Line Items

Response Total: \$0.00

2 CFR PART 200 Contract Provisions

Required Federal contract provisions of Federal Regulations for Contracts

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

Appendix II to Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

2 CFR PART 200

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

Federal Rule (1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS or its members, TIPS or its members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES BJ Initial of Authorized Company Official

Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES BJ Initial of Authorized Company Official

Federal Rule (3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2 CFR PART 200 Contract Provisions

Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Does vendor agree? YES BJ Initial of Authorized Company Official

Federal Rule (4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES BJ Initial of Authorized Company Official

Federal Rule (5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES BJ Initial of Authorized Company Official

Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a

2 CFR PART 200 Contract Provisions

small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES BJ Initial of Authorized Company Official

Federal Rule (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES BJ Initial of Authorized Company Official

Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree they are not debarred as specified above ? YES BJ Initial of Authorized Company Official

Federal Rule (9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

2 CFR PART 200 Contract Provisions

Does vendor certify to the provisions in Federal Rule (9) above? YES BJ Initial of Authorized Company Official

Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES BJ Initial of Authorized Company Official

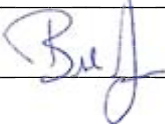
Federal Rule (11) 2 CFR §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES BJ Initial of Authorized Company Official

Company Name Blackboard Inc.

Print name of authorized representative Bill Jones, Associate General Counsel

Signature of authorized representative 

Date 8/10/2016

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 11 rules.

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.


Vendor Name: Blackboard Inc.

Vendor Address: 1111 19th St., NW Washington, DC 20036

Vendor E-mail Address: N/A

Vendor Telephone: 202-463-4860

Authorized Company Official's Name: Bill Jones, Associate General Counsel

Signature of Company Official: 

Date: 8/10/2016

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Bill Jones, Associate General Counsel, Blackboard Inc.

Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: 

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Authorized Company Official: _____

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Blackboard Inc.

Mailing Address: 1111 19th St., NW

City: Washington


State: DC

Zip: 20036

Telephone Number: (202) 463-4860

Fax Number: (202) 463-4863

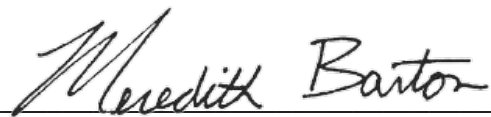
Email Address: N/A

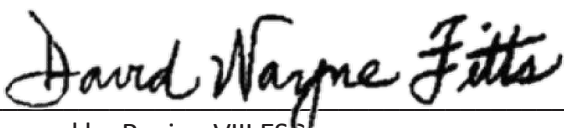
Authorized Signature: 

Printed Name: Bill Jones

Position: Associate General Counsel

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

 September 22, 2016
TIPS Authorized Signature Date

 September 22, 2016
Approved by Region VIII ESS Date

References

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name
Santa Ana Unified School District	Santa Ana	CA	Deidra Powell, Chief Communications Officer
Union County Public Schools	Monroe	NC	Tahira Stalberte; Chief Communications Officer
West Plains Sch District R7	West Plains	MO	Lana Snodgras; Communications Director

Contact Phone

(714) 558-5555; deidra.powell@sausd.us
--

(704) 296-5188; tahira.stalberte@ucps.k12.nc.us
--

(417) 256-6155; lane.snodgras@zizzers.org
--

GENERAL WARRANTIES

BY BLACKBOARD

We warrant that (a) the Software or SaaS Services licensed to you will not contain any Software Errors (as defined above) for one year from its delivery or for the term of the relevant SaaS Services, respectively; (b) we will perform Professional Services and Hosting Services in a professional manner in accordance with industry standards; and (c) we will comply with all Laws which govern the performance of our obligations hereunder. For any breach of a warranty above which you promptly notify of us of in writing, we will exert commercially reasonable efforts to repair or otherwise remedy the non-conformity so that the warranty is materially complied with. With regard to breaches of subsections (a) or (b) above, our remedy may include a code fix, a work around, or other modification. If we are unable to remedy the non-conformity after a reasonable period of time, then YOUR SOLE AND EXCLUSIVE REMEDY shall be: (i) for Professional Services or Hosting Services, to seek a refund of the fees paid for the deficient, un-remedied services; and (ii) for licensed Software or SaaS Services, to seek recovery of direct damages caused by the breach, subject to the limitation of liability below. These warranties by us shall not apply in the event you materially breach this Agreement.

DISCLAIMER OF OTHER WARRANTIES

Except as expressly and specifically provided in the agreement: (a) the products and services are provided “as is” and, to the maximum extent permitted by law, we and our licensors and suppliers disclaim all other representations or warranties of any kind, express, implied or statutory, including any warranties of merchantability or fitness for a particular purpose; (b) neither we nor our licensors warrant that the products and services will operate error free or without interruption; and (c) we disclaim all representations or warranties, and assume no liability, for any third party software or services or for the content or operation of any third party website (including a website to which a link is provided from our products and services).

Blackboard

Blackboard Schoolwires Essential

Community engagement in the digital age starts with your content management system.



“We’ve been impressed with how easy it is to use Blackboard Schoolwires. Webmasters with little or no knowledge of HTML are able to successfully maintain their websites. We are also able to easily syndicate our content to school websites using shared apps in Schoolwires. This helps us keep sites fresh, with little effort on the webmaster’s part.”

**Oliver Dyke, Team Lead, Web and Mobile Design,
Houston Independent School District**

- › **Get families involved.** Increasing school-to-home family engagement is a proven way to raise student achievement. An effective website is the cornerstone of your communication plan; providing the information that is needed, as it is needed.
- › **Define your district’s brand.** Modern, tech savvy K-12 districts need cohesive websites that showcase both the district and individual school brands with designs that are both attractive and functional.
- › **Be more competitive.** Your website is the first place incoming families go to learn more about your district; often comparing your district to other options such as charter and private schools. Make sure your website leaves the right impression.
- › **Be transparent.** Making it easy for information to be located helps your community understand district goals and challenges.

Optimize your community engagement with stunning responsive designs with the Blackboard Schoolwires content management system and websites. Our website templates are designed with both aesthetics and usability in mind.

Schoolwires apps are built to make district and school communication easier. Also, integration with commonly used third party systems increases efficiency—saving valuable time.

Find out how Blackboard Schoolwires Essential can help you meet your communication and district branding goals! bit.ly/BbsWess

What's included

Key features

- › On-demand user assistance within site manager
- › Teacher pages for consistent user experience
- › Secure intranet for internal information
- › Advanced design tools for a professional look
- › Google calendar syncing
- › Broadcast and content e-alerts for efficient communication to families

Applications:

- › Introductory app collection
 - › Headlines and Features
 - › Maps and Directions
 - › Article library, announcements
 - › Flex page
 - › File library
 - › Link library
 - › Content app
 - › Heading app
 - › Image app
- › Sample app collection
 - › Document viewer
 - › Staff directory
 - › School directory
 - › About teacher app
 - › Embed code app
 - › Lunch menu app
 - › Alumni directory
 - › Book list, discussion
 - › Q&A App
 - › Facebook Like
 - › Twitter

Hosting:

- › Up to 250 FlexSites per school
- › 4GB storage per school (100MB file size limit)
- › 10GB/month bandwidth utilization per school

Design options (responsive design available)

- › Standard template included
- › Recommended template enhancements (for an additional fee) include:
 - › Made to order: A one of a kind website will be created from start to finish from your specifications.
 - › Design-ready templates: Pre-configured templates to be branded with your colors, logo, and 20+ configurable elements.

Software

- › Advanced community management bundle
 - › Site search
 - › Website stats
 - › e-alerts
 - › Calendar
 - › RSS feeds
- › MultiMedia bundle
 - › Clip art
 - › Podcasts
 - › Blogs
 - › Photo galleries
 - › Wikis
- › Advanced website design bundle
 - › Inline editor
 - › Styler™
 - › WYSIWYG editor
 - › Image editor
 - › CSS editor
 - › RoundTrip editor
 - › Safari editor-for-mac

Integration:

- › Schoolwires connector (SIF)*
- › LDAP Integration (password synchronization)
- › Full Single Sign-On capabilities



Feel confident that your online presence is being supported by a responsive, reliable, and knowledgeable team of professionals

“

Super fast response, very knowledgeable, and communicative. I always get a fast answer and learn something new every time! I feel like I'm the only customer because of this one-on-one attention...Thanks so much!”

“

This is the ONLY company I have ever dealt with that consistently offers such impeccable support. Keep up the awesome job.”

“

It is so nice to work with a company that responds in such a professional, timely, and friendly manner and is always available to assist me. I have never worked with such a great group! Thanks for your wonderful example of what customer service should be!”

Our standard premium support is included as part of every subscription license. It's available to you 24/7 and includes a wide range of self-help materials, service request options, and support with 100% same day response rates.

Standard Premium Support

- **Forums:** Connect to our community where you can view questions and answers from your peers and Blackboard support staff.
- **Phone support:** Talk live with an experienced technician to resolve problems and get emergency support.
- **Online tutorials:** Explore our comprehensive library of tutorials and documents when you need them.
- **Service requests:** Report incidents, request support, ask about new features, check the status of your request, view incident history, and search our knowledge base for information.

Premium+ Support

Includes all of our Standard Premium Support features plus the following:

- **Dedicated customer success advocate (CSA):** A dedicated CSA will be assigned to your district to provide a single point of contact and lifetime support.
- **Priority scheduling:** You will have scheduling priority for training and support sessions.
- **Customized Action Plan:** Your CSA will develop an annual action plan to guide your district through the adoption of your website.
- **Unlimited troubleshooting:** Contact our technical support any time with any question or problem. Your district also has the option to secure a dedicated technical support representative.



SHARE: Community and support network

- Available 24/7 to all users
- Provides online documentation, video tutorials, and resources

Visit [SHARE](#)

[Blackboard.com/K12](https://blackboard.com/K12)

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Collaborate with our professional design team to quickly and efficiently create an online presence that builds the value of your brand.

Here's what our clients have to say...

“
We told our designer what we would like and what we did not want and she came up with an AWESOME design! It was like she read our minds! She is AMAZING!!!”

“
Our designer was professional and great to work with. She incorporated my ideas and the end design exceeded my expectations.”

“
The trainer and creative person we worked with were both very professional and communicated well. We all worked hard and accomplished a lot, but had a particularly good time doing so. The project quickly became a team effort, and the line between trainer, designer, and client virtually disappeared as we acquired the skills we needed to proceed with development of our new website. In the end, it was a very satisfying experience.”



Made-To-Order

A built-from-scratch website, uniquely designed for your district. Looking for inspiration?

Made-To-Order Library



Design-Ready Templates

Choose one of our stunning pre-coded templates and add your brand, colors, and logo to make it a design that reflects your district's identity.

Design-Ready Library

Blackboard.com/K12

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Discover the possibilities your new website holds and learn how to edit, update, and refresh your content with ease

“

Our website is so user-friendly. With just a few, short, clearly explained, and demonstrated instructions, I was able to maneuver around our school website to make changes and add new information with ease.”

“

We had a wonderful trainer and resource. He answered all my questions, and assisted in setting up the remainder of our site. After my training, he went on to train our staff. The time allotted for these training sessions was very limited, but he successfully familiarized everyone with the platform and they are ready to go.”

“

Our website is so user-friendly. With just a few, short, clearly explained, and demonstrated instructions, I was able to maneuver around our school website to make changes and add new information with ease.”

We offer a variety of training venues to meet the needs of your district. And, we will share best practices from hundreds of implementations so your learning curve is dramatically shortened, engagement is increased, and your success is ensured.

Online training

Online training offers the convenience of being able to train from your location.

On-site training

On-site training is delivered at your location by one or more certified trainers.

In-house training

In-house training delivered at our office in State College, PA by one or more certified trainers.

[LEARN MORE](#)



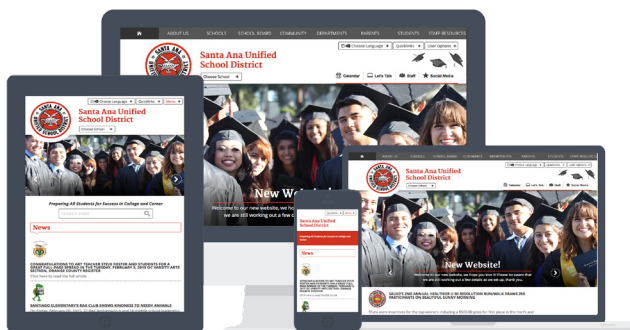
Blackboard.com/K12

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Blackboard

Blackboard Schoolwires implementation services

We've been successfully launching K-12 websites for more than 14 years and have developed a proven process to streamline every implementation.



Site implementation

You'll have a team of professionals to help:

- › Build your database
- › Set up an incubation site for testing
- › Link up other applications
- › Integrate your Blackboard Schoolwires applications with your Active Directory, OpenLDAP, or eDirector service

Site launch consulting

This is the fast lane to your new website. It's a personalized intensive transition and training program where we assist you with:

- › Page layouts
- › Site structure
- › Navigation
- › Content migration

Going public

When your site is ready to go public, we'll step you through the process and ensure everything is ready for a smooth launch.

Here's what our clients have to say...

“The Content Migration is the FIRST step for every district. Coming to the office and having that one-on-one experience is priceless. I have never met a more efficient and effective group of professionals whose only goal is to meet your district’s website objectives. What a GREAT experience!!!”

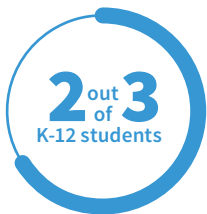
“I would highly recommend content migration services. The amount of work that was accomplished in our 3 days at Blackboard would have taken 3 weeks, at least, back at the district. The Blackboard team was extremely knowledgeable, professional, accommodating, hospitable, and fun. They listened to our requests and were able to make adaptations in a very timely manner as well as provided solutions to our unique needs.”

“My experience with Blackboard services has been awesome. Our trainer was highly qualified, personable, and patient. He was extremely helpful and successfully answered all of my questions.”

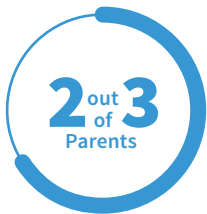
“I found the site launch consulting at Blackboard’s State College, PA office to be extremely beneficial. Our team was able to meet with representatives from a variety of Blackboard departments. They were very helpful and worked hard to ensure that every aspect of our new site will meet the needs of our end users. I am impressed with the level of professionalism of the Blackboard Schoolwires staff. Our trainer explained things in a way that was clear and easy to understand. He took time to answer our questions and offer suggestions about best practices used in other districts. We are also fortunate to work with the Client Success Team. I know that they are committed to working with us every step of the way to see that our website launch will be a success.”



Driving digital transformation



- Think that blended learning is a good way to learn
- Would like to use mobile apps and their own mobile device in class for learning
- Feel they are able to be more creative using technology



- Want their child to have access to mobile learning
- Would consider purchasing a mobile device their child could use for learning

Project Tomorrow Speak Up Survey 2014

The Personalized Learning Solution provides an innovative, easy to use, comprehensive foundation for competency-based and personalized teaching and learning to power digital transformation that can grow with you as your digital learning needs evolve.

Today's K-12 students and parents increasingly expect education to be more engaging, personalized, and to reflect the 21st century. And, digital literacy and collaboration skills are critical for college and career readiness.

Simplify digital transformation and increase student engagement with an easy to use, powerful and complete teaching and learning solution. With Blackboard's personalized learning technology, you are poised to transform the learning experience and deliver digital learning that has a powerful effect on student achievement.

Only Blackboard offers a comprehensive digital learning environment for K-12 including:

- Seamless integration of digital content, tools, open education resources (OER), district data, and your cloud storage of choice (Google Drive, OneDrive, Dropbox, and Box).
- Cutting edge HD video web conferencing for virtual collaboration built for education.
- Foundational features supporting personalized, competency-based mastery learning.
- Time and cost saving features like plagiarism detection, electronic portfolios, automated grading and regrading, interactive rubrics, risk tracking, and more.
- A collaborative professional development platform to prepare teachers for digital transformation.
- Expert professional services to guide adoption and success.



A true digital learning environment that grows with you as your digital learning needs evolve.

With Blackboard's Personalized Learning Solution, schools have everything they need to power digital learning to increase student engagement, truly differentiate instruction, and make the most of class time—ultimately improving student achievement and college and career readiness.

The Personalized Learning Solution includes:

“

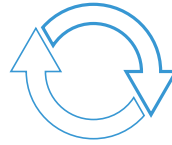
It was clear to us from the beginning that Blackboard knows K-12 education. We had an immediate connection with their team as they understood our needs and desire for flexibility. This market insight was clearly used to design their product. We felt that Blackboard embodied the spirit of K-12. We needed a platform that fully supports the goals of our blended learning initiative now and in the future.”

Dr. Angelique Nedved,
Assistant Superintendent for
Teaching & Learning, Lawrence
Public Schools, KS



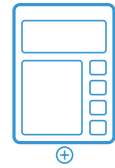
Blackboard Learn

Comprehensive learning management system to power personalized, competency-based, mastery digital learning



Blackboard Collaborate

Enterprise web conferencing technology built for education to support virtual collaborating & learning



Blackboard Open Content

A global cloud-based learning object repository for sharing, authoring and curating digital content in your learning environment



Mobile

Beautifully designed mobile apps that enable anytime learning and collaboration



SaaS Plus

Our SaaS solution enables you to focus on teaching and learning, rather than the technology



Professional Services

Our K-12 experts provide training and guide adoption success

The Personalized Learning Solution provides an innovative, easy to use, comprehensive foundation for competency-based and personalized teaching and learning to power digital transformation that can grow with you as your digital learning needs evolve.

“

MGSD's digital conversion is about 'rethinking school' from the ground up, enabled by today's technologies and guided by the demands of the 21st-century workplace. Blackboard is one of a very few, very important educational partners for us. They provide the glue that holds our digital conversion together. The folks at Blackboard, like our other partners, understand that what we're after is measurable academic improvement, not just a technology system. That's what makes the partnership work for the district, our students, their parents, and our staff.”

Dr. Mark Edwards
Superintendent, Mooresville Graded School District, NC



Blackboard.com

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Blackboardlearn⁺ Features & Functionality

Social Learning

Blogs

- Gives learners a “voice” by enabling public reflection with peer review, or private reflection with instructor review.

Chat

- Instant messaging within a course.

Wikis

- Collaborative tools where content can be created, edited and commented on by learners in a course or participants in an organization.

Discussion Boards

- A tool for sharing thoughts and ideas about class materials. Made up of forums that may appear anywhere in the course but are also all centrally located in the Discussion Board tool.

Groups

- Provides learners with a forum to meet, connect and collaborate with their peers.

Journals

- Personal spaces for learners to communicate privately with the Instructor.

Messages

- Instructor and student notations that remain within the system and are archived in a course.

Virtual Classroom

- Includes a shared White Board, a Group Browser, a Question and Answer box, and a Map that can be used to navigate to places in the course.

Content Management/Creation

Content Compatibility

- Upload numerous content types, including standard files/documents, attaching/embedding images, media including audio, video, and Flash, etc.

Mashups

- Enables instructors to integrate free, multi-media learning content using Web 2.0 resources from external sites.

Virtual Hard Drive

- Enables an individual to store, manage and share different kinds of content that can be accessed from anywhere.

Learning Objects Catalog

- A central repository where users in a given organization may browse or search for content submitted by others.

Permanent URLs

- When managing content, files can be linked to, from, or cited in an external location using a permanent URL (or permalink).

Workflows

- Allows you to create formal workflow steps that let you notify people they need to review a document for comments or approval.

Assign Textbook Tool

- Maximize your investment in publisher content with the ability to embed a textbook directly into a course.

Breadcrumb Navigation

- Allows you to track where you are navigating in an actual course.

Course Files

- Enables centralized management of a course's content.

Export/Archive Course

- Export or archive courses including grading, data and reports.

Import/Export Course Cartridges (Common Cartridges 1.0 Certified)

- Provides the ability to import and export course cartridges including cartridges created by publishers as well as individual instructors.

Learning Modules - Table of Contents

- Enables learners to follow a structured path for progressing through content.

Lesson Plans

- Improve instruction with lesson planning and organization tools that can be used as a guide or customized to meet individual instructional approaches.

SCORM Content

- Support for SCORM 2004.

Learner Assessment

Assessment Manager

- Provides the ability to create an Assessment as a Test, Quiz or Survey.

In-Line Grading of Discussion Boards, Journals, Wikis and Blogs

- The ability to grade discussion boards, journals, wikis and blogs in line which makes grading more flexible and consistent with workflow.

Adaptive Release

- Instructor can create custom learning paths through course content and activities by releasing information to learners based on a set of criteria including: date/time, specific individuals, group membership, grade on a particular test or assignment, or review status.

Grade Center

- Central repository for all grades and feedback. Latest enhancements include a Needs Grading View; enhanced feedback with VTBE for both the learner and instructor; visual indicators which enable instructors to apply color codes to cells that meet certain criteria; Anonymous Grading; Grade by Question Type; Selectively View and Filter Grade Center; and an Early Warning System.

My Grades

- Allows learners to see the status of gradable items such as Tests, Assignments, Journal and Blog entries, and Discussion Board posts.

SafeAssignment/SafeAssign

- Used to prevent plagiarism and to create opportunities to help learners identify how to properly attribute sources rather than paraphrase.

Self and Peer Assessment

- Provides learners with a means to review their progress and the progress of their peers.

Set Review Status/Review Status

- Manual option for learners to mark that they reviewed something.

Tests

- Assesses learners through the use of 16 different question types, including True/False, Multiple Choice, Short Answer, Essay, Fill in the Blank, Matching, Hot Spot, etc.

Surveys

- Useful for polling, evaluations, and random checks of knowledge.

Assignments

- Allows groups of learners to work on and submit assignments together, as well as individually.

Grading Rubrics

- Enables the efficient, consistent grading of submissions.

Blackboardlearn⁺ Features & Functionality

Reporting

Performance Dashboard

- Allows instructors to see key information for all course users, including the last time each user logged in, their course role, Adaptive Release criteria, Review Status for content items, and grades.

Debug Runtime Environment Report – System Admin

- Provides feedback on the runtime environment.

Tracking Reports – System Admin

- Displays detailed statistics for courses / organizations.

Site Page Views Report – System Admin

- Displays the average number of page views and Course page views per month and per day.

Overall Summary of Usage Report – System Admin

- Summary of Blackboard usage.

User Statistics Report - System Admin

- Displays the average number of total users, learners, and instructors per month and per day.

All User Activity inside Content Areas Report – Instructor

- Displays a summary of all user activity inside Content Areas for a course.

User Activity in Forums Report – Instructor

- Displays a summary of user activity in Discussion Board Forums for a course.

User Activity in Groups Report – Instructor

- Displays a summary of user activity in Groups for a course.

Overall Summary of User Activity Report – Instructor

- Displays user activity for all areas of the course, as well as activity dates, times and days of the week.

Open Database

- Empowers clients with direct and documented access to their Blackboard database, enabling them to access and share their data, trouble-shoot system problems more easily, and create custom reports.

Administration/ Configuration/ Usability

Administrator Panel

- Allows Administrator to control permissions/settings across the system.

Domains

- Offers a customizable, flexible, and secure system administration model. Several different domains can exist on the same virtual installation.

Multi-brand support

- Several different brands can exist on same virtual installation, allowing system to appear differently to different sets of users while they share same content.

Role Management: Manage, Edit and View Privileges

- Provides ability to set permissions and privileges across the system allowing varying levels of access to content/tools depending on type of user.

Enrollment Options

- System allows for individual or bulk enrollment, or a snapshot alignment.

Guest Access

- A system setting that can allow anyone (not a registered user) to login to Blackboard Learn using the preview button.

Send Email – Administrator

- Provides the option to mass email users in the system.

System Customization – Pre-Built Themes

- Themes downloaded from Blackboard Learn can be edited to change the look and feel of the system.

System Customization – Customizable Themes

- Allows for download and customization of entire package of cascading style sheets for each theme.

System Roles

- Determines access to administrative privileges assigned to each user.

Integration with Preferred Technologies

- Integration and authentication customizations allow for integration with other systems or the development of custom authentication to plug into current tools used in the organization. Occurs through APIs, web services/proxy tools, snapshot data integration or authentication frameworks.

Accessibility

- Platform supports learners with special accessibility needs, including JAWS Screen Reader, NFB Certification, and keyboard accessible reordering.

End-User Services

- Quick Tutorials (short video clips available to learn more about specific features/functionality, an On-Demand Learning Center, and support options).

Building Blocks

- Extend your platform with third-party and Open Source extensions.

Standards-Based Compatibility

- Section 508, IMS, National Federation of the Blind Certified, Common Cartridge 1.1, Basic LTI.

Blackboard Mobile Learn

- Brings learning available on the desktop to mobile devices.

Services & Consulting

Strategic Planning

- Provides an overarching strategic plan for successful online learning within an organization, including a customized roadmap for implementing an effective online environment as well as identifying and engaging your key internal stakeholders needed to ensure its success.

Implementation Planning

- Takes Strategic Planning roadmap and develops a detailed action plan for successfully implementing online learning within an organization, including addressing any tactical and operational issues one may encounter and providing an effective framework for solving them.

Learning Administration Consulting

- Integration with LMS or ERP to automate the transfer of user, course and enrollment information to Blackboard Learn, and guidance in establishing a process for managing that data over time.

Implementation Consulting

- Guidance on designing, managing and sustaining a high performing learning system.

Performance Consulting

- Provides progressive levels of audits to evaluate current infrastructure, assess current issues, gain insights to optimize performance, and prepare for future scalability.

Custom Applications

- Adapt Blackboard Learn to meet your unique needs with custom-developed Blackboard Building Blocks™ and other extensions.

Integration and Customization Maintenance

- Provides ongoing support for your custom application(s).

Release Upgrade

- Ensures seamless transitions to future releases with upgrade-centric Strategic & Implementation Planning, and Implementation & Performance solutions.

Effective Practices & Training

- Instructors and administrators can draw upon effective practices and training around Online Learning, Release Upgrades, New to Blackboard, New Modules, and Certifications. Formats include Online Courses, Onsite Delivery, Hybrid (Online and Onsite), Regional Training, Licensed Training Materials, and Certifications.

Strategic Solutions

- Strategic guidance on using online learning to strategically increase your reach; evaluating outcomes and improving program quality; aligning people, process and technology with vision; connecting instructors, learners and the community in and out of the classroom; exploiting the value of your organization's collective knowledge; and understanding critical needs and planning for unexpected disruptions.

Managed Hosting

- Offers customers a way to manage their online assets reliably, securely and cost effectively.



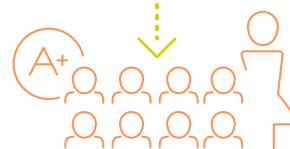
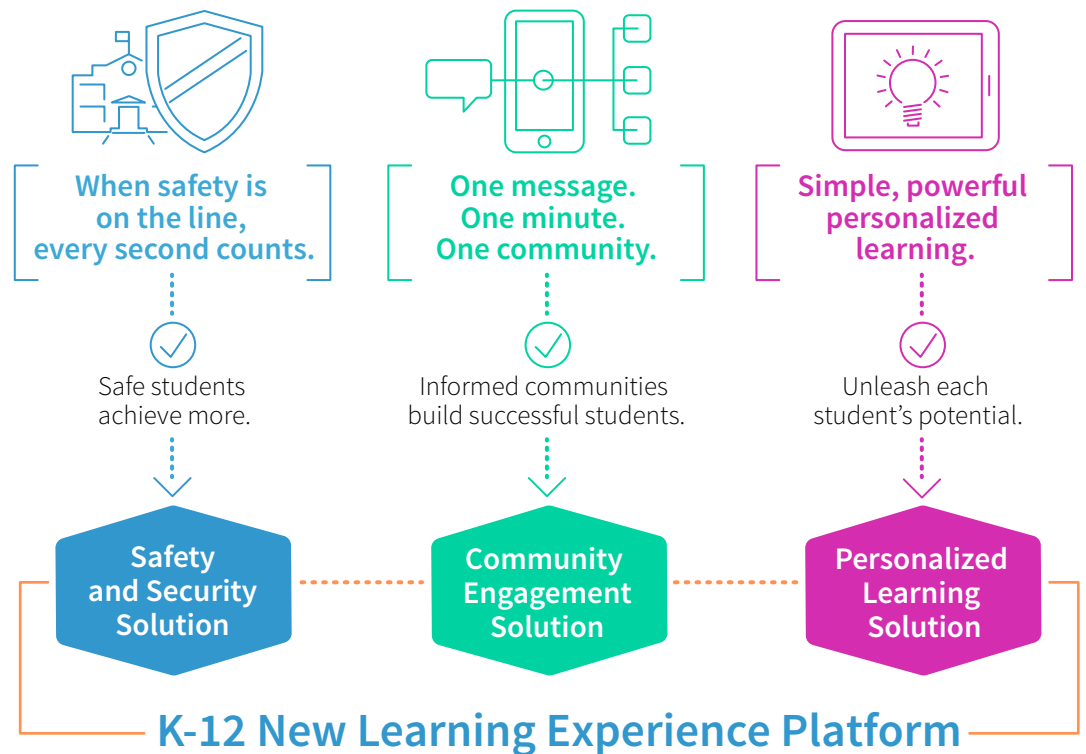
Optimizing the learning experience

Building deep connections between schools, families, and communities

Blackboard's unique approach to K-12 education focuses on creating a seamless and engaging experience for each learner. Our platform provides a way for students to learn in a safe, connected, and technologically savvy environment by focusing in on the three main foundational challenges districts face:

- Maintaining a safe and secure space for academic achievement
- Engaging and informing the entire community
- Advancing personalized, competency-based learning








The only comprehensive K-12 platform



Learner Success. Optimized.

K-12 New Learning Experience Platform

Leading edge technology, services, and data capabilities deliver the learner centric experience

<p>Solutions</p> 	 <p>Safety and Security Solution</p>	 <p>Community Engagement Solution</p>	 <p>Personalized Learning Solution</p>
<p>Technologies</p> 	<p>Blackboard Social Media Manager</p>		
	<p>Blackboard Mass Notifications</p>		
		<p>Blackboard Web Community Manager</p>	
		<p>Blackboard Mobile Communications Apps</p>	
			<p>Blackboard Collaborate</p>
			<p>Blackboard Learn or Moodle Rooms Bb Student Blackboard Open Content</p>
<p>Integrations</p> 	<ul style="list-style-type: none"> • SIS • Telephony • Social media outlets 	<ul style="list-style-type: none"> • Grades • Meal plans, transportation • Activity payments, supply lists, etc. 	<ul style="list-style-type: none"> • Course content • Cloud storage • Video services
<p>Services</p> 	<ul style="list-style-type: none"> • Implementation • Customization • Integration 	<ul style="list-style-type: none"> • Implementation • Creative design • Integration 	<ul style="list-style-type: none"> • Implementation • Adoption • Professional development



Blackboard's K-12 New Learning Experience Platform provides all our students, teachers, and parents easy access to information and resources to meet the needs of every learner. Blackboard is helping us erase the digital divide and provide more opportunities for all students.

Dr. Scott Smith Chief Technology Officer, Mooresville Graded School District, NC

Learner Success. Optimized.

Blackboard.com/K12

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Introducing World Class Collaboration and Engagement

Delight students and teachers with a redesigned, modern web conferencing experience that makes it easy to keep them engaged in classes and professional development.

With Blackboard Collaborate's new Ultra experience, a fully redesigned, browser based web conferencing solution built for education, schools have a reliable, simple and convenient digital learning platform that enables rich collaboration with engaging, high quality audio and video conferencing.



Follow the Speaker HD Video Conferencing

- › Modern, simple, redesigned experience creating a new way to learn
- › Fast, quick, convenient, one click start up (runs directly in the browser)
- › Fast, sharp application sharing leveraging innovative WebRTC technology
- › Rich, personalized, engaging experience with high definition audio and video
- › Rapid adoption with minimal hand-holding
- › Designed for education, optimized for learning
- › MP4 recordings and playback for mobile friendly flipped classroom
- › Native, persona based mobile application for anywhere, anytime learning
- › Integrated telephony



Just saw the most recent version of @Blackboard collaborate, and wow, it looks great.

Ryan Gravette, Technology Director, Idaho Digital Learning, @IDLGravette

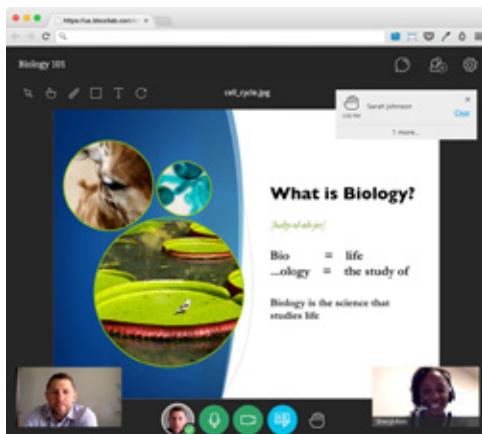
Power K-12 Digital Transformation of Teaching, Learning, and Professional Development with Collaborate



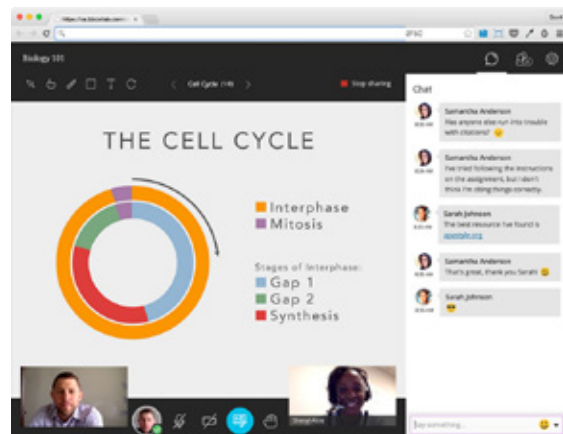
Personalize Learning with HD Video Conferencing

Designed for Education:

- › Follow the speaker video conferencing
- › Learner centric design with content sharing layout highlighting speaker
- › Hand raising to encourage active class participation
- › Class and moderator chat with twemojis
- › Interactive whiteboard with real time annotations
- › Personalization with drag and drop profiles
- › Teachers & students can participate using Chromebooks!
- › MP4 lesson recording & playback for mobile friendly flipped lessons
- › Commitment to accessibility, eg. supports live closed captioning; WCAG 2.0 AA and Section 508 compliant



Active Class Participation with Hand Raising



Classroom Chatter with Twemojis for Engagement

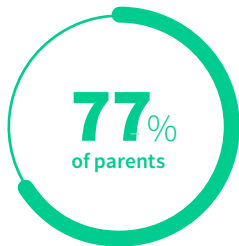
Prepare Teachers for Digital Learning with Blackboard Collaborate

Create professional development opportunities for teachers that are flexible, fun, and convenient while preserving class time and reducing costs. Provide efficient and effective synchronous professional development, virtual meetings, and flipped professional learning.

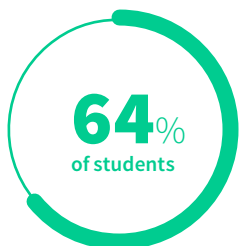


Build your digital district with open source

Did you know?
Digital learning is on the rise



consider the effective use of technology as important to their child's future...
...and students agree!



say technology use increases their engagement in the learning process.

Project Tomorrow Speak Up Survey 2014

The Personalized Learning Solution combines open source learning management technology, synchronous learning tools, and access to a world of digital content for a more cost effective way to personalize learning.

Teaching & learning with technology should be easy, cost-effective, and personalized.

Today's K-12 students and parents increasingly expect education to be more engaging, personalized, and to reflect the 21st century. And, digital literacy and collaboration skills are critical for college and career readiness. So why aren't all classrooms embracing digital learning?

4 hurdles to a more digital classroom

- Managing open source infrastructure alone
- Adopting new models of digital learning
- Preparing teachers for success
- Transitioning to digital content and curricula

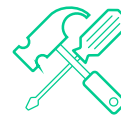
With **Blackboard's Personalized Learning Solution**, schools and districts can tackle these challenges head-on and make a digital transformation easy with a comprehensive digital learning environment built for the needs of K-12.



Save, time, resources, energy, and budget with cloud hosting.



Improve teacher adoption with greater ease of use.



Create a more reliable Moodle experience with regular maintenance, upgrades, and enhancements to core Moodle.



Increase student engagement with a personalized learning experience.

Make learning personal with open source

Give schools and teachers the tools they need to engage today's active learners and prepare students for the careers of tomorrow.

The Personalized Learning Solution includes:



Moodlerooms LMS

Open source teaching and learning tools to create a personalized learning experience online.



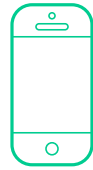
Blackboard Collaborate

Enterprise web conferencing technology built for education to support virtual collaborating & learning.



Blackboard Open Content

A cloud-based learning object repository for sharing, authoring, and curating digital content.



Mobile access

Beautifully designed, responsive SNAP interface enables learning, anywhere, anytime, on any device.



Cloud Hosting

Our SaaS solution enables you to focus on teaching and learning, rather than the technology.



Professional Services

Our K-12 experts help you ensure a successful implementation and provide training to guide adoption success.

Blackboard provides an open source foundation for personalized and synchronous digital learning, featuring:

- **Moodle-based Learning Management System (LMS):** Simple and flexible with enhanced features that enable your teachers to engage active learners.
- **Personalized Learning Designer (PLD):** Help teachers set up specific learning paths, quickly identify key student behaviors, and take action to accelerate or remediate student learning.
- **Central Gradebook Interface:** Simplified grading experience so teachers can quickly grade assignments, check completion, and easily send messages to students when needed.
- **Course Building:** Easy drag-and-drop design saves teachers time so they can focus on what's most important—students.
- **Learning Object Repository:** A global cross-platform repository for sharing, authoring, and re-using digital curriculum—available directly within the learning environment.
- **Synchronous collaboration tools for web and video conferencing:** Allow teachers to bring students together online. You can also use the platform for online meetings, training, and recorded flipped classroom videos.
- **Professional Services:** From implementation to training, we will help drive adoption and user engagement to ensure your digital learning success.

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Share your district's story across all your social accounts from one platform

Key Capabilities

- Attach a picture to a post
- Post to all schools/accounts
- Identify keywords and hash-tags by geography
- Manually configure and track influencers in your community
- Translate messages
- Copy and paste posts
- Track messages
- Track questions

Blackboard Social Media Manager, the first tool of its kind built exclusively for K-12, is designed to help you optimize and navigate through all your social media accounts from one easy to use interface. You will be able to connect parents and students with the information and updates they need on the social platforms they're already using.

Why Blackboard Social Media Manager?



Grow your district's social media presence.

Parents frequently look for school information on social media. Now you can increase your presence and show parents that you're ready to communicate using the methods they prefer.



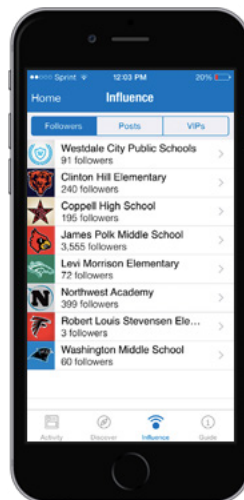
Confidently interact with your community.


Conversations are already happening over social media. Take every opportunity to engage with parents and community members by finding, joining and responding to conversations and questions about your school.




Intelligently manage your district's story.

Keeping track of what each school in your district is communicating over social media can be challenging. Use Blackboard Social Media Manager to gain insight into which schools are effectively telling their story through their social channels.



1.2 billion
PEOPLE on
FACEBOOK 

500 million
NEW TWEETS
every day 

What can you do with Blackboard Social Media Manager?

With 1.2 billion people on Facebook, and 500 million new tweets every day, schools can't afford to miss out on this opportunity for engagement. Be a leading K-12 institution, by effectively managing your social media, the next big tool for engaging your parents and community.

Monitor your district's social media activity.

Most schools have multiple social media accounts and groups. With Social Media Manager's activity feed, you can get a high level view of all your district or school's social media posts. The activity feed will aggregate posts based on the sources you choose, either at a district, school or group level.

Discover what parents, students and community members are saying about your school or district.

The increased use of social media can make it difficult to identify all of the questions or comments being posted about your school or district. With Social Media Manager, you can follow hashtags and key words to quickly get your hands on the information that pertains to you.

Prioritize and manage your responses based on the influence level of posts.

With so many posts coming in, it can be difficult to prioritize what to respond to. Social Media Manager's influence feature will enable you to identify the most influential users in your community, so you can prioritize your responses accordingly.

Post your social media guidelines right to the Social Media Manager app or web interface.

As social media is still quite new to most schools and districts, a lot of users are unsure of how to take advantage of this new communication channel. Adding a user-guide directly to the application makes it easy for users to determine when, how and what to post.

Ready to learn more?

Discover **Blackboard Social Media Manager** today!