

# Statement of Work

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08.25.22

**Council of the Great City Schools**  
**CGCS Staff**

## 1. INTRODUCTION

Blackboard, Inc. ("Blackboard") will perform the professional services ("Services"), and provide the deliverables ("Deliverables"), described in this Statement of Work (alternatively referred to as the "SOW"). This SOW is subject to the terms and conditions of the Blackboard Signature Partner Agreement (the "Agreement") between Blackboard and Council of the Great City Schools ("Client") to which this SOW is attached. Any Services or Deliverables that are not described in this SOW shall be considered outside the scope of this SOW and would require the payment of additional fees and the parties' entry into an amendment or change order hereto, or a separate SOW, for the performance or delivery thereof (which document shall specify the agreed-upon fees and other details related thereto).

## 2. SERVICE DESCRIPTION

This section gives a complete overview of the Services to be provided by Blackboard, and associated Deliverables, in connection with the custom developed software Application to be developed hereunder.

- a. **Services Overview.** Blackboard will be responsible for performing the following activities in the course of delivering and maintaining "CGCS Staff" (the "Application", as further defined in the Agreement).

Service	Deliverable
Development/Requirements Consultation (by phone)	Statement of Work
Design	Mock ups
Development	Functional application*
Documentation	"How To" guide(s) and application walk through (if applicable)

\*The "Functional application" shall be a software program containing the functionality described in Section 3 below, as such functionality is refined pursuant to the Requirements Document, Wire Frames and Screen Shots developed by Blackboard hereunder.

## 3. FUNCTIONAL SPECIFICATION

The Application is intended to have the following functionality:

- a. Web Community Manager:
  - i. The application will have the following fields:
    1. Image (image uploader)
    2. Name (text)
    3. Job Title (text)
    4. Bio (WYSIWYG editor)
    5. Show LinkedIn Icon (checkbox – default: true)

- 6. LinkedIn URL (text)
- b. Front-end website:
  - i. This application will be designed by Kyle Taylor
  - ii. Main View
    - 1. Articles will display in rows of 4
    - 2. Image, Name, and Job Title will stack
    - 3. Name will link out to the bio detail page
  - iii. Bio Detail
    - 1. Bio will display on the left
    - 2. Image will display on the right
    - 3. LinkedIn icon will display below the image
- c. The application will have all of the standard WCM app functionality under “App Options” or “Options” which is located inside all WCM apps.
  - i. “General”, “Sharing”, “Social Settings” (if applicable), “Sidebar” (if applicable), “Tags” (if applicable).
- d. The application will be a stand-alone solution so it will not receive WCM product-based updates. All required future updates and/or maintenance will be covered by the developer of the application in the associated annual maintenance fee. A maintenance review will take place once a year only if the maintenance has been renewed.
- e. The application will be responsive (compatible with mobile devices).
- f. The application will be accessible (compatible with keyboard interaction, screen readers, and other assistive technology) based on the W3C WCAG 2.0 AA standards and Section 508.

#### 4. FEES AND PAYMENT TERMS

- a. **One-time.** Initial (One-time) fee for Blackboard’s development of the Application: **\$2,000.00.**
- b. **Recurring.** Initial Annual Maintenance Fee (Recurring fee for annual Maintenance): **\$200.00**
  - i. **Maintenance.** Maintenance is comprised of the following: (i) Blackboard will provide a correction or reasonable work-around for any material defect in the Application reported by Client, where a “defect” is a non-compliance with the functional specifications described herein or the Requirements Document delivered hereunder; and (ii) where Blackboard releases a new release to the Web Community Manager Licensed Software which Client has rights of use in under the Master Agreement, Blackboard will modify the Application (if necessary) to enable it to inter-operate with the new release of Web Community Manager.
- c. **Payment Terms.** Blackboard will invoice Client for the one-time fee for the development of the Application upon execution of the Agreement to which this SOW is attached. Blackboard will invoice Client for the Initial Annual Maintenance Fee upon initial completion of the Application. For subsequent annual Maintenance periods, Blackboard will invoice Client in advance of the commencement of the applicable annual Maintenance period unless either party has notified the other party at least sixty (60) days prior to the end of the then-current annual period that it wishes to terminate Maintenance for the Application (in which event no invoice will be issued for the next annual Maintenance period and all Maintenance obligations of Blackboard shall terminate). Annual Maintenance fees may be increased by Blackboard on an annual basis by providing Client at least ninety (90) days notice of the increase prior to the commencement of the

applicable annual Maintenance period. If Client does not terminate Maintenance pursuant to the above, then the increased fees shall apply to the upcoming annual Maintenance period. For any out-of-scope services agreed to be performed by the parties, the fees therefor shall be invoiced as agreed by the parties in the applicable change order, amendment or other written agreement of the parties. For any additional Services authorized by the terms of this SOW, fees will be invoiced monthly in arrears following the month in which the Services were performed. All invoices shall be paid by Client within thirty (30) days of their issuance by Blackboard. Interest may be charged by Blackboard on any payment that is past-due and shall be based on a per annum rate equal to the lesser of the prime rate published by The Wall Street Journal at the time in question plus 2% or the highest rate permitted by applicable law.

## 5. ASSUMPTIONS AND DEPENDENCIES

This section outlines the key dependencies for the successful delivery of the Application.

- a. **Client Dependencies.** Blackboard will rely upon the Client's participation in the process, and the pricing and scope set forth herein is dependent on the Client fulfilling the following Client Dependencies. In the event that Client does not provide timely consultation or cooperation, or in the event that the dependencies described herein are not met in a timely way, then in addition to the terms below, Blackboard reserves the right to re-price and re-scope the project as it reasonably determines is required as a result of Client's non-compliance.
  - i. Client will be required to participate in the development consultation and, in addition, Client shall provide timely feedback and sign off for the following Deliverables within the time frames specified below:
    1. Design Document within one week of initial delivery (If applicable).
  - ii. NB: If Client fails to notify Blackboard of sign-off within the time period required above, then the Deliverable shall be deemed signed-off by Client unless otherwise agreed by Blackboard in writing (by way of example, Blackboard may agree, in its discretion, that in the event that sign-off turnaround of any of the above one item takes longer than the one week allotment of time in this plan, Blackboard will allow a specified additional time for Client to provide sign-off but that, in exchange, there will be a day for day slip in the final delivery of the Application and that additional fees would apply as a result of such delay.
  - iii. Blackboard will be provided a contact with authority to sign off on each of these documents, and it will be a client responsibility to ensure this contact attains any internal approvals required within the agreed time. Client shall sign-off on each Deliverable unless the Deliverable materially fails to comply with the functional specifications described in Section 3 above or materially fails to comply with a previous Deliverable (such as the Requirements Document) on which the current Deliverable is dependent. If Client determines in good faith that a Deliverable material fails as described above, it shall notify Blackboard by the required one-week deadline with a reasonably-detailed description of the reasons for its material non-compliance herewith. If Client does not provide this description within the required timeframe, the Deliverable will be deemed signed-off by Client. If Client provide such description within the required timeframe, Blackboard will work to remedy the material non-compliance and will re-deliver the Deliverable to Client thereafter, at which point the one-week turnaround requirement and the above notification and sign-off requirements will re-apply.

## 6. DELIVERY TIMELINE

Assuming the turnaround times in "Client Dependencies" are achieved, Blackboard estimates in good faith that it will develop the Application no later than 6 weeks from the commencement of Services under this SOW following

execution of the Agreement to which it is attached.

## 7. TRADEMARKS AND CONFIDENTIALITY

All product names, company names and/or trademarks mentioned in this Statement of Work remain the property of their respective owners. This Statement of Work is confidential to Blackboard and its affiliates ("Blackboard") and is provided by Blackboard on the strict understanding that it shall be treated as confidential in accordance with the confidentiality terms of the parties' Master Agreement and that no part of this Statement of Work may be modified, translated, decompiled, disassembled, reproduced, used or transmitted by Client in any form without the prior written consent of Blackboard. In its discretion, Blackboard shall have the right (but not the obligation) to use the "Council of the Great City Schools" product name and mark in its branding of the Application in marketing materials, on a Blackboard website, in contracts, and for such other purposes related to facilitation of the business objectives contemplated by the Agreement and this SOW.

## 8. CHANGE REQUEST PROCESS

Blackboard will design and deliver the Application in accordance with the parameters outlined in this Statement of Work. During the life of the project it is possible that Client needs may change, and Blackboard is committed to be responsive should this occur.

- a. **Reasons.** The Client may wish to change from the initial parameters here because:
  - i. Functionality is added or removed;
  - ii. Client Dependencies take longer than agreed to deliver;
  - iii. Client should seek to accelerate delivery from the agreed timeline;
  - iv. Additional revisions of look and feel are requested
- b. **Fees and Delivery Timeline.** In the event of any changes to this Statement of Work, including those described above, Blackboard shall have the right to adjust the price and/or overall delivery timelines to address such "Change Request". In each case, Blackboard will promptly alert the Client that a Change Request has been raised, and advise what if any change to the price and/or overall delivery timeframe is occasioned by such change. In order for any such change to be effective, the parties shall each sign a written Change Order, amendment or similar written agreement of the parties which describes the changes to the scope and estimated delivery timeline, and which specifies the additional fees due as a result thereof.

## 9. MOBILE FUNCTIONALITY

The Application will be delivered using the principles of Responsive Web Design. It will not be an Application, which will be available for integration or deployment within the Blackboard Mobile Application.

## 10. INTELLECTUAL PROPERTY

All right, title, and interest in the Application, all Deliverables and all intellectual property associated with the Services and work product created under this Statement of Work, together with the underlying existing Blackboard software, shall be owned exclusively by Blackboard, including, without limitation, any modifications or derivatives to any of the above items which may be made in the course of this project at the request of the Client. The use of the terms "Deliverables", "deliver" or similar variations of terms used in this SOW shall not imply or require the delivery of any work product or Deliverable to Company under this Statement of Work. Without limiting Blackboard's obligations under the Agreement and this SOW, Blackboard does not intend to deliver any work product or Deliverable to Company. All work product and Deliverables will be developed by Blackboard in connection with its

development of the Application and will be marketed, licensed, hosted, supported, updated and otherwise utilized and commercialized by Blackboard in its sole discretion.