The college contracts with Blackboard for use of their Course Management System (CMS) for the distance education program. The Cabrillo distance education program serves over 6,000 students each academic year and, with instructor use, nears the maximum allowable number of accounts (7,500) under our current contract with Blackboard. Many faculty who do not teach distance education courses do use web-enhancement for their face-to-face courses, by providing their course materials to students online, using the Blackboard venue, thereby further increasing the numbers of accounts.

In academic year 2011-12 the college will convert to Blackboard 9.1, a more robust version of their CMS. The college will also contract with Blackboard to handle all hosting of the Cabrillo distance education course offerings. This agreement will increase the number of allowable accounts from 7,500 to 12,000. Given the growth of education over the past several years and the likelihood of further growth in web-enhanced classes, the augmentation of accounts is necessary. The new hosting contract will reduce the Cabrillo IT support for DE as all courses will be housed offsite on Blackboard servers. Blackboard has a guarantee of 99.99% uptime.

This proposal went through several shared governance committees for approval including Instruction Council, the Distance Education Committee, the Technology Steering Committee, and CPC. The agreement was initiated by the Distance Education staff and the IT staff have supported the new arrangement with Blackboard.

**Fiscal Impact:** $67,890 for the first year, including one-time set up fees.

**Recommendation:**
It is recommended that the Board approve the contract with Blackboard in the amount of $67,890. It is further recommended that the Board authorize the Vice President of Administrative Services to execute and make all necessary arrangements in relation to this agreement on behalf of the college.
AMENDMENT TO THE BLACKBOARD MANAGED HOSTING SCHEDULE DATED DECEMBER 30, 2010 BETWEEN BLACKBOARD INC. AND CABRILLO COLLEGE

This Amendment to the Blackboard Managed Hosting Schedule dated December 30, 2010 (“Schedule”) between Blackboard, Inc. (“Blackboard”) and Cabrillo College (“Customer”) is made as of the final signature date below.

The purpose of this amendment is to modify Customer’s current Managed Hosting Schedule by adding the following listed below.

The parties hereby agree to the following terms and conditions:

1. **The Pricing Summary is hereby modified to reflect the fees for the Blackboard Managed Hosting Service.**

   **Cabrillo College Pricing Summary**

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<th>Product Description</th>
<th>Product ID</th>
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<th>Year 2 of the Initial Term</th>
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</table>

   **TOTALS:** $67,890 $62,585 $64,889

2. **Exhibit A of the Blackboard Managed Hosting Schedule, entitled Managed Hosting Specifications, is hereby modified to include the following:**

   **EXHIBIT A MANAGED HOSTING SPECIFICATIONS**

   **Blackboard Learn™ for Course Delivery:**
   - Set Up Fee for each solution includes service for each installation of the Software or update/upgrade requiring a revised or new hardware and/or software configuration.
   - Initial Term Annual Fee for each solution includes service for up to **12000 Users** and **300 GB** of storage and **1 Mbps** of bandwidth measured using the 95th percentile calculation (as defined below) delivered via redundant Internet uplink and Managed Firewall Service.
   - Additional storage and bandwidth for each solution are separately charged
   - Additional Service Units, which include additional Users, additional bandwidth, and additional storage are separately charged.
Void if executed after: June 15, 2011

Cabrillo College

+ Blackboard Learn™ Parallel Production:
  
  - Set Up Fee (if any) for each solution includes service for each installation of the Software or update/upgrade requiring a revised or new hardware and/or software configuration.
  - Initial Term Annual Fee for each solution includes service for up to 12000 Users and 300 GB of storage and 1Mbps of bandwidth measured using the 95th percentile calculation (as defined below) delivered via redundant Internet uplink and Managed Firewall Service.
  - Additional storage and bandwidth for each solution are separately charged.
  - Additional Service units for each solution for 7,500 additional Users, additional bandwidth and additional storage are separately charged.

+ Blackboard Non-Production Test Environment per solution:
  
  - Test environments are designed to handle twenty (20) or less concurrent users and is not to be used for Production purposes.
  - Initial Term is a minimum of twelve (12) months and renew automatically for successive 12-month terms (each, a “Renewal Term”), unless either Party provides notice of its desire not to renew more than thirty (30) days prior to the end of the Initial-Term or then-current Renewal Term.
  - Setup Fee includes installation of Test Copy Hosted Software on computer servers and systems in Blackboard’s non-production environment.
  - Initial Term Fee includes 20 GB of server storage and burstable bandwidth provided through Blackboard’s broadband connection, and grants Customer full root access to servers.
  - The Non-Production Environment is not designed to fully replicate or clone the production environment in terms of physical infrastructure.
  - Non-Production Test Environment by its nature DOES NOT meet the Service Level specifications under Exhibit B, and therefore, DOES NOT qualify for Service Level Guarantees.

3. The following is added to the Blackboard Managed Hosting Schedule as Exhibit B-1 entitled Managed Hosting Enhanced SLA

EXHIBIT B-1
MANAGED HOSTING ENHANCED SLA

Customer is eligible for the enhanced service levels under Blackboard’s enhanced service level program. The current terms of the program are described below and are subject to change by written notice to Customer 30 days in advance of any change.

1. The Availability/Service Credit in Exhibit B is automatically adjusted to be calculated against a 99.9% target uptime provided that Customer meets all of the following strict requirements:
   
   a. Customer has Platinum Level Service (on Blackboard Platinum Package) or Diamond Level Service (which requires having annual subscription to Production Environment, Staging Environment and non-production Test Environment and minimum of 25% Time Complex Hosting Manager services);
   b. The production environment of the Hosted Software is on Blackboard Learn Course Delivery 9.1 or later version and is at maximum only two application pack versions older than the then-current Generally Available version;
   c. Customer’s usage is within contracted levels for Active User Capacity and storage;
   d. Any Building Blocks deployed on the production environment of the Hosted Software are compliant with the standard Managed Hosting Building Blocks Policy;
   e. Any integration between the Hosted Software and Customer’s student information system (SIS) was completed by Blackboard Consulting and Customer is currently subscribed to Integration and Customization Maintenance (ICM) supporting such SIS integration.

2. Alternatively, the Availability/Service Credit in Exhibit B is automatically adjusted to be calculated against a 99.8% target uptime provided that Customer meets all of the following strict requirements:
   
   a. Customer has Gold Level Service (subscription to Production Environment hosting other than Basic licenses, Foundations program, SchoolCentral or Prosites hosting services) or Platinum Level Service (on Blackboard Platinum Package) or Diamond Level Service (which requires having subscription to annual Production Environment, Staging Environment and non-production Test Environment and minimum of 25% Time Complex Hosting Manager services);
   b. Hosted Software on production environment is on Learn Course Delivery 9.1. or later version and is at maximum only two application pack versions older than the then-current Generally Available version;
   c. Customer’s usage is within contracted levels for Active User Capacity and storage.

3. If the enhanced service levels in Sections 1 or 2 above do not apply, then provided that Customer’s usage is within contracted levels for Active User Capacity and storage, 99.7% targeted uptime for any version of the Hosted Software which is then currently supported under Blackboard’s support guidelines.

4. The enhanced service levels in Sections 1 and 2 of this Exhibit B-1 apply only to production environments and do not apply to staging environments.

5. For Customers that do not have Platinum Level Service (Platinum Package) or Diamond Level Service (which requires annual having subscription to Production Environment, Staging Environment and non-production Test Environment and minimum of 25% Time Complex Hosting
Manager services), the Availability/Service Credit does not apply to the 7 calendar day period following the installation of an application pack, update or upgrade on the production environment because of the lack of Blackboard’s full control over the upgrade project management.

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written below.

BLACKBOARD

Signature
Tess Frazier-VP Contracts
Print Name and Title
Date:

Customer: Cabrillo College

Signature
Print Name and Title
Date: