

**Proposal for Professional Services  
July 2, 2007**

**Monitoring and Maintaining Blackboard at  
The School District of Clay County**

To:	Alisa "Lisa" Jones Supervisor of Instructional Support Services Instructional Materials, Media and Technology, Print Center, Title II, Part A & D, Title V School District of Clay County 904.272.8100 x 2612 904.284-6532 (fax)	From:	Gregory A. Devine Chief Executive Officer, Global Synergies gdevine@gsynergies.com (508) 734-5030 (508) 546-0392 Fax
-----	---	-------	---

**GLOBAL SYNERGIES MASTER TERMS**

These Master Terms ("Master Terms"), made this \_\_\_\_ day of \_\_\_\_\_, 2007 ("Effective Date"), by and between Global Synergies LLC, a Virginia corporation having an address at 25702 South Village Drive, South Riding, VA 20152 ("Global") and School Board of Clay County ("Client") having an address at 900 Walnut Street, Green Cove Springs, FL 32043.

Global offers professional services designed to improve educational institutions' business processes and/or software effectiveness. Client wishes to leverage Global's monitoring services to enhance its e-learning technology infrastructure and Global is willing to provide its expertise to Client for this purpose.

Therefore, in consideration of the following mutual covenants and agreements, the parties agree as follows:

**1. SCOPE OF AGREEMENT.**

**1.1 Exhibits and Schedules.** These Master Terms describe the general terms by which Client may purchase professional services from Global as set forth in the attached Schedules. The specific components and terms related to the purchase of professional services are described in the appropriate Schedules and their explanatory Statements of Work and/or Exhibits thereto (collectively referred to as "Schedules"). Each Schedule and these Master Terms together constitute a separate agreement (the "Agreement") between Global and Client. Schedules may be added or deleted from time to time by the mutual agreement of the parties, but Client is only authorized to purchase Services hereunder to the extent that one or more applicable Schedules is executed and in force.

**1.2 Order of Precedence.** The provisions of any Schedule will take precedence over these Master Terms, to the extent that they are inconsistent. In the event of any inconsistencies between these Master Terms and any referenced, attached, or preprinted terms and conditions on the purchase order, these Master Terms shall take precedence.

**2. DEFINITIONS**

**2.1 "Confidential Information"** means any non-public information about a party, including, without limitation, the party's business, vendors, clients, products, services, employees, finances, costs, expenses, financial or competitive condition, policies, and practices, computer software programs and programming tools and their respective design, architecture, modules, interfaces, databases and database structures, nonliteral elements, capabilities and functionality, source code and object code, research and development efforts, marketing and distribution efforts, licensing, cross-licensing, marketing and distribution practices; computer software programs and other information licensed or otherwise disclosed to a party in confidence by a third party, and any other non-public information that does or may have economic value by reason of not being generally known.

**2.2 "Documentation"** means documents developed by Global personnel as part of services described in the following Schedules.

**2.3 "Services"** means any consulting, project management, implementation, development, and maintenance and other services detailed on a schedule provided by Global to Client.

**3. TECHNOLOGY SOLUTIONS**

**3.1 Maintenance and Support Solutions.** Global will provide Client with the services set forth on the applicable Schedule(s) attached hereto for each period that Client has agreed to receiving services.

**3.2 Additional Services.** Global will provide Client with any other solutions that are set forth in a separate schedule attached hereto. If no additional Schedules are attached, Client acknowledges that Global has no obligation to provide Client with any additional solutions.

**4. CONFIDENTIALITY**

**4.1 Nondisclosure and Nonuse.** Each party receiving Confidential Information, including but not limited to, materials containing Confidential Information shall (a) disclose such Confidential Information to only those directors, officers, employees and agents of such party (i) whose duties justify their need to know such information and (ii) who have been clearly informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information; and (b) use such Confidential Information only for the purposes set forth in this Agreement. Each party receiving Confidential Information shall treat such information as strictly confidential, and shall use the same care to prevent disclosure of such information as such party uses with respect to its own confidential and proprietary information, which shall not be less than the care a reasonable person would use under similar circumstances.

**4.2 Notice.** The receiving party will notify the disclosing party immediately in the event the receiving party learns of any unauthorized possession, use or knowledge of the Confidential Information and/or Materials containing Confidential Information and will cooperate with the disclosing party in any litigation against any third persons necessary to protect the disclosing party's rights with respect to the Confidential Information and Materials.

**4.3** "Confidential Information" as defined herein includes information which may required to be disclosed to the public pursuant to Florida Law. Nothing in this agreement shall be construed to limit or prevent client from complying with requests for information pursuant to Florida public record statutes or the Florida Constitution.

**5. TERM; TERMINATION**

**5.1 Term.** These Master Terms and the Schedules attached hereto shall commence as of the Effective Date and shall continue until the expiration, completion or termination of all Schedules.

**5.2 Default.** Either party may, at its option, terminate these Master Terms and any or all Schedules if a material default by the other party is not corrected within thirty (30) days after receipt of a written notice of the default.

**5.3 Effect of Termination.** Termination of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to such termination, nor affect or impair the rights of either party arising under the Agreement prior to such termination, except as expressly provided herein.

**5.4 Survival.** The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

**5.5 Notice**  
Global will provide Client with 90 day notification in the event of termination of service for any reason; including change of ownership, bankruptcy, elimination of business unit providing service, etc.

**6. FEES; PAYMENT**

**6.1 Fees.** Client shall pay Global the fees in US Dollars specified in the Schedules attached as applicable

**6.2 Payment.** Client shall pay Global the Fees in accordance with the applicable Schedules and in accordance with the Florida Prompt Payment Act. All fees are payable in U.S. dollars and shall be sent to the attention of "Global Synergies Accounts Receivable Department".

**6.3 Taxes.** The fees hereunder do not include any sales, use, excise, import or export, value-added or similar tax and interest, as well as any costs associated with the collection or withholding thereof, and all government permit fees, license fees and customs and similar fees levied on the performance of Services by Global to Client. All payments due under this Agreement shall be made without any deduction or withholding, unless such deduction or withholding is required by any applicable law of any relevant governmental revenue authority then in effect.

**6.4 Billing Contact.** Client's billing/invoicing point of contact is:

Name Accounts Payable  
Address 814 Walnut Street, Green Cove Springs,  
FL 32043  
E-mail nracine@mail.clay.k12.fl.us  
Telephone Number (904) 284-6500 ext. 2604

**7. DISCLAIMERS AND REMEDIES**

**7.1 Limited Warranty.** Unless otherwise indicated on an attached Schedule, Global warrants to Client, subject to the remedy limitations set forth herein, that during the term of this Agreement, the Services provided by Global will substantially conform to the scope and standards as detailed in the attached Schedule(s), provided that (i) Client meets the Terms and Conditions as set forth in the Schedule (ii) Global has received all amounts owed under this Agreement and Client is not in default of any part of this Agreement. Client must notify Global in writing of the deficiency within the warranty and permit Global 30 days to cure any such deficiencies.

**7.2 Disclaimer of Warranty.** EXCEPT FOR THE LIMITED WARRANTY IN SECTION 7.1 ABOVE AND ANY SPECIFIC WARRANTIES PROVIDED IN AN ATTACHED SCHEDULE(S), THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, Global AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES OF ANY KIND.

**7.3 Limitations of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL GLOBAL OR ITS LICENSORS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SUPPORT SERVICE, DEFECTS IN WARRANTY, ANY SERVICES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

**8. MISCELLANEOUS**

**8.1 Governing Law.** This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of Florida with reference to its conflicts of law provisions. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced in either the United States District Courts for Middle Districts of Florida, Jacksonville or Circuit Court in Clay County, Green Cove Springs, Florida and each party hereto irrevocably submits to the non-exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

**8.2 Relationship.** Global and Client are independent contracting parties. This Agreement shall not constitute the parties as principal and agent, partners, joint ventures, or employer and employee.

**8.3 Entire Agreement.** An Agreement, which includes these Master Terms, and the applicable Schedule(s) and Exhibit(s), constitute the entire, full and complete Agreement between the parties concerning the subject matter hereof, and they collectively supersede all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties, and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter.

IN WITNESS WHEREOF, the parties hereto have executed these Master Terms as of the date first written above.

GLOBAL SYNERGIES LLC

SCHOOL DISTRICT OF CLAY COUNTY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

## 1. PROJECT OBJECTIVE

The School District of Clay County (“Clay”) is looking to upgrade its internal learning management system support team. Currently, there is limited Blackboard server-level expertise, which slows Clay’s ability to respond to system problems or implement hotfixes, patches or technical support advice from the vendor. Clay’s usage volumes have increased steadily and demands for performance and uptime are at their highest levels. Meanwhile, Blackboard’s software is becoming increasingly complicated and its maintenance requires a great deal of training and experience. By adding personnel with the technical skills and an intimate understanding of Blackboard, Clay’s IT team is better positioned for both short and long-term success.

## 2. SCOPE OF SERVICES

Clay is looking to Global Synergies to assist with sever-level monitoring and maintenance and of its Blackboard infrastructure. Clay recently purchased two new Dell servers to support the Blackboard Learning and Community System, Release 7.2. One server is dedicated to the application and the other to the database. Both servers are running the Windows Operating System with a SQL Server 2007 database. Blackboard is contracted to install the software on this platform.

The servers are hosted in Clay’s local data center and internal IT personnel recently identified the need for greater application-specific expertise within the team. Specifically, Clay is looking to Global Synergies to assist with issues and errors as they occur and for maintenance services that identify Blackboard problems proactively.

During the initial phases of the project, Global Synergies will work closely with Clay personnel to understand the technical environment and define joint working protocols. Additionally, Global Synergies staff will audit the system in its current state and make suggestions for process and technology improvement. Finally, Global Synergies will design and install monitoring software to facilitate proactive maintenance of the Blackboard software. The goal of this initial planning phase is to design clear processes for communication and issue management and to build a framework that identifies potential problems before end users are affected.

After the initial project phases are complete, Global Synergies focus will turn to server maintenance. Clay is looking for a partner to be available when situations arise and to work with the necessary parties to resolve issues and/or implement solutions. Global Synergies will be accessible through a number of channels and will leverage its understanding of both the Blackboard application and the Clay IT environment to address issues appropriately. The following list outlines the services in greater detail.

### 2.1. Initiation: Planning and Preparation

- Lead a series of planning sessions to kick the project off formally. These sessions are expected to take place at Clay’s facilities over the course of two days and cover the following topics:
  - Server performance maintenance history from sources such as anecdotal information, activity log review and Blackboard Support ticket history
  - Current maintenance activities and upgrade plans
  - Review Blackboard environment, customizations, Building Blocks, etc.
  - Assess current server settings, backup/archival settings and continuity planning

- Review current monitoring applications and discuss options for future monitoring solutions (see section 2.4 for proposed services to monitor)
- Define access protocols for Global Synergies personnel and communication processes/response times
- Document current configurations, future plans and recently-defined business processes
- Knowledge transfer of insights and information on Blackboard maintenance
- Global Synergies will meet with Clay to discuss processes for system upgrades, enhancements and patches. Blackboard routinely releases patches and enhancements and its user community offers a variety of Building Blocks. Each of these products/activities introduce changes to the application, which require advanced planning.

*Planning and Preparation Deliverables:*

- Documented Blackboard configuration and upgrade processes
- List of suggestions for Blackboard infrastructure improvement
- Documented server access protocols for Global Synergies
- Monitoring software installed on the Blackboard servers

## 2.2. Proactive Maintenance

- Based on results from the planning phase, Global Synergies will configure its tools to monitor critical elements of the Blackboard application and its supporting servers. Should any of the monitored areas surpass the defined threshold; automated messages will be sent to Global Synergies, Global Synergies will notify the Clay Server Administrator as well as the Blackboard System Administrator and will address the situation in short order.
- Global Synergies personnel will perform monthly, maintenance checkups, based on feedback from the monitoring system. Each of these checkups will be followed up with a Results Report.

*Proactive Maintenance Deliverables:*

- Monthly Results Report
- Ad hoc messaging on system adjustments required of Clay personnel or made by GS [in response to alerts from the monitoring system]
- Implementation of technical solutions for issues alerted by monitoring

## 2.3. Responsive Maintenance Services

- Global Synergies will be available to Clay personnel to address Blackboard system errors as they present themselves. Often, Clay receives advice or suggestions from other support organizations to make changes to the Blackboard environment. Clay does not have the resources to assess such suggestions, understand their potential implications, determine their applicability in the Clay environment and execute them. Global Synergies will provide this service.
- Global Synergies personnel will be available via email or telephone to respond to system-level questions or system problems as they arise.
- Global Synergies will respond to results and notifications from the monitoring system. The monitoring solution will continually assess the health of the servers and will notify Global Synergies when problems require attention. Global Synergies will respond to

these notifications and will include the need and steps taken by Global Synergies in a report to Clay.

*Responsive Maintenance Deliverables:*

- Advisory services to Clay personnel for solutions to Blackboard system issues that arise unexpectedly
- Implementation of Blackboard solutions for unexpected problems

## **2.4. Proposed Services to Monitor**

There are a number of Blackboard elements that must be monitored to assess the system's overall health and recognize a problem that may impact usage. The list below outlines the different foundational elements of an enterprise Blackboard infrastructure. Each of these named areas represent either a "moving part" in the application or a tool for assessing health and understanding problem areas.

*Servers*

- Apache Server
- Tomcat Server
- Collaboration Server

*Logs*

- Perl logs
- Tomcat logs
- Apache logs
- Snapshot logs
- Upgrade logs
- Import / Export logs

*Database*

- Database connections from Tomcat
- Database connections from Apache

*Disk Management*

- Disk space in the courses directory on all VI Sessions

*Utilities*

- Batch course copy
- Rotate Logs
- Purge Accumulator

## **2.5. Problem Resolution Paths**

- The Clay Server Administrator will maintain the Blackboard servers (Windows Operating System and Dell hardware). If Global Synergies detects a hardware or Windows problem, they will contact this individual and provide a detailed description of the situation.
- Clay does not have a DBA committed to the Blackboard project. Therefore, should Global Synergies identify a problem with the SQL Server database, it will take the first steps toward resolution. Should the problem warrant further research/expertise, Global Synergies will discuss the situation with a Clay DBA before making significant changes.

- Clay's Network Administrator maintains Blackboard's network connections. Should Blackboard problems arise due to firewalls, connectivity or other network-related areas, Global Synergies will notify this individual. Next, he/she will be briefed on the problem and the effect it is having on Blackboard.
- Global Synergies will address Blackboard application problems directly, while notifying the appropriate Clay personnel, as identified by the Blackboard System Administrator, of the steps required to resolve the issue.

## **2.6. Response Times**

- The term response time is defined as the time elapsed from when the monitoring application notifies Global Synergies of a system outage or error, or when Global Synergies is notified by Clay personnel.
- Global Synergies breaks response times into two categories: Priority 1 (system outage/unavailability) or Priority 2 (non-critical errors, meaning users can still use Blackboard)
- For Priority 1 issues, Global Synergies will assess the issue within 2 hours of notification and take the appropriate steps for resolution assessment times for Priority 2 errors will be within 8 hours.

## **3. PROJECT DELIVERY**

Global Synergies will spend the planning phase at Clay's facilities and will deliver the balance of the aforementioned services remotely. Global Synergies will provide monthly reports with activity from the previous 30 days, including system checkup results.

## **4. TERMS AND CONDITIONS**

- Global Synergies requires remote access to the Clay Blackboard servers.
- Clay Blackboard System Administrators, Server Administrators, Network Administrators as well as the Project Coordinator are required to participate in the planning sessions.
  - Additionally, these individuals must be accessible to Global Synergies as part of the monitoring services
- This service does not cover support for custom applications outside of or within the Blackboard application.
- The service does not include application of operating system (Windows) or database (SQL Server) patches. These are to be managed by Clay's IT organization.
- Global Synergies maintains intellectual property rights to all monitoring software.
- Global Synergies will advise the Clay Blackboard System and Server Administrators on applying/installing Blackboard patches, but will not install them independently. Installation will be completed jointly by Clay and Global Synergies personnel and will follow documented policies.
- Clay is responsible for maintaining their relationship with Blackboard Product Support. Global Synergies is not allowed to submit support tickets on behalf of Clay County.
- Clay will be billed monthly. All invoices will be in US dollars and include all applicable taxes. Clay agrees to pay invoices in accordance with the Florida Prompt Payment Act.

## 5. COSTS AND PROFESSIONAL FEES

Services costs are summarized in the below schedule.

- The following pricing represents a six (6) month agreement. At the end of the sixth month, the agreement will automatically renew and service will be uninterrupted.
- Monitoring and maintenance pricing will begin at the conclusion of the Kickoff Meeting and will be prorated for the first month of service.

Service	Monthly Cost	Total Cost
Blackboard Monitoring and Maintenance Systems]	\$4,000	\$24,000

Service	One Time Cost
Onsite Kickoff and Planning Sessions [2 days]	\$4,800

*Clay County will be billed for travel expenses associated with Kickoff and Planning sessions. All travel expenses shall be reimbursed in accordance with School Board of Clay County policy and shall not exceed \$1,800.00.*