

MASTER SERVICES AGREEMENT

between

TEXAS EDUCATION AGENCY

and

SKYWARD, INC.

JUNE 1, 2011

EXHIBIT A-3

ENTERPRISE APPLICATION MANAGEMENT SERVICES

STATEMENT OF WORK

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1 Enterprise Application Management Overview

This Statement of Work (SOW) documents the Services to be provided to TEA by the Vendor and sets forth the mutual understanding of the Parties regarding the roles, deliverables, and responsibilities of TEA and the Vendor, under the Master Services Agreement (the Agreement) entered into by the Parties effective as of the Effective Date.

The Vendor will meet agreed-on responsibilities as outlined in this Exhibit A-3 – Enterprise Application Management Services SOW to provide timely production of deliverables defined in this document as well as agreed Service Levels defined in Exhibit A-6. TEA will meet agreed-on responsibilities so that the Vendor can produce the identified deliverables and Service Levels. The responsibilities set forth in Exhibit A-2 Cross Functional SOW apply to Enterprise Application Management services.

The Enterprise Application Management (EAM) Services are the day-to-day application management services.

Unless otherwise specifically and mutually agreed by both Parties, all services required to achieve the stated Service Levels in Exhibit A-6 for the Enterprise Application Management Services are the responsibility of the Vendor. The Vendor will measure, report, and deliver the Vendor Service levels for the services defined in this SOW.

LEA operations will be supported in accordance with applicable data export regulations as set forth in the Agreement.

The applications to be supported and associated baseline assumptions are defined in Exhibit A-4 Enterprise Application Hosting.

The Vendor will provide a virtual team that will integrate with LEAs' support team(s) and third party suppliers to provide application management and optimization services customized for LEAs' specific software environment as detailed herein. Daily support consists of keeping the system operational as defined in Section 2 of this SOW. A high-level overview of the application is provided for illustrative purposes only in this document. Each of the Parties shall be responsible and obligated to perform only those responsibilities stated in this document.

The following services are in scope:

- Program Management
- Transition Management
- Application Failure Support
- Regulatory Updates
- Minor Enhancements
- Performance Tuning/Run Time Improvement Analysis
- Application Functional Support

- Application Maintenance
- Minor Upgrades

1.1 Glossary – General Terms

A glossary of definitions and explanations that apply to this Exhibit A-3 are provided in a separate document titled Exhibit A-1 Definitions.

1.2 Statement of Work Change Control

Any change or modification to the Vendor Services will be performed through the Change Control Procedures in Section 1.9 of the Agreement. If new or additional Vendor services are required, such services may be provided pursuant to Section 1.3 of the Agreement and will be provided pursuant to the Terms and Conditions set forth herein and will then become part of the Vendor Services. Any other changes or modifications to the Vendor Services may be performed pursuant to the Change Control Procedures in Section 1.9 of the Agreement and would be provided pursuant to mutually agreed on Terms and Conditions. To the extent any such changes or modifications have not been agreed through the Change Control Procedures, the Vendor shall have no obligation to perform such modified services.

2 General Responsibilities

2.1 Vendor Responsibilities

2.1.1 Account Management

- Provide EAM vendor liaison to other application vendors as appropriate

2.1.2 Service Management Process

- Provide the required information to support Service Level and Service Performance Reporting as defined in Exhibit A-2 Cross Functional Services

2.1.3 Solution Support

- Support the following SSIS Resource Planning (SRP) capabilities:
 - Project and Program Management
 - Product life cycle management
 - Operations planning
- Enterprise management and support
- Provide support in English language only

2.1.4 Compliance

- Adhere to security and regulatory agreements as set forth in the Agreement

3 Enterprise Application Management Services

The Vendor will have the responsibilities as indicated for each of the EAM Services set forth below.

3.1 Program Management

EAM Program Management provides the program leadership to deliver the EAM Services. This Service will define and deliver specific management, leadership, and oversight responsibilities for both Parties.

3.1.1 Vendor Responsibilities

3.1.1.1 Account Management

- Designate an EAM program manager responsible for initiating and managing the EAM Services

3.1.1.2 Service Management Process

- Assign appropriate resources to support the Vendor EAM program manager
- Develop and manage a program plan for activities required to effectively deliver EAM services
- Participate in Change and Project Management reviews for quality performance and assist in identifying and/or mitigating risks
- Report on EAM program plan progress, issues, and risks on an agreed frequency
- Update the program plan as appropriate
- Conduct or support required activities to meet the responsibilities of Service Levels and Service Performance reporting as set forth in Exhibit A-2 Cross Functional Services
 - Serve as first point of contact to the Service Desk for enterprise application issues involving Incident and Problem Management

3.1.1.3 Solution Support

- Coordinate off-hour application availability consisting of the following activities:
 - Create a first-, second-, and third-level responsibility list for SSIS functional areas
 - Create the on-call roster for off-hour application support, matching resources with the SSIS functional and technical Environment; resources may be located on-site or off-site.
 - Establish an escalation procedure in alignment with the Vendor standard Problem Management and Incident Management processes
 - Coordinate on-call support for the Resolution of issues that arise during off-hours batch cycles

- Coordinate work product delivery in all in-scope locations
- Provide enterprise application technical direction for work product delivery
- Provide application support for SSIS Users during usual Business Hours for each LEA served by the data center. Usual Business Hours are defined as 8 a.m. through 5 p.m. in the respective time zones of the LEAs, five days a week, with off-hour support supplied by pager contact

3.1.2 TEA Responsibilities

- Name a single point of contact within TEA for coordination of activities pursuant to this Exhibit A-3
- Work with the Vendor to plan and minimize the appropriate scheduled downtime required for maintenance of the application Environment

3.2 Transition Management

EAM Transition Management Services are the tasks required to facilitate a smooth transition of an LEA into the Vendor environment, including EAM services. The Vendor Transition Management Services provided are noted below:

- Organizational readiness (Transition Plan)
- Start-up and planning
- Knowledge exchange
- Management practices
- Initiate services

3.2.1 Vendor Responsibilities

- Designate an EAM Transition manager who will manage a project team for each LEA Transition and be responsible for the following:
 - Provide start-up and planning
 - Develop and manage a Transition Plan for each LEA
- Provide application management practices and establish control guidelines/procedures for LEAs
 - Problem Management
 - Change Management Release Level and Major Upgrade Management
 - Security Management

- Communication process
- Disaster Recovery Planning
- Develop acceptance criteria for each Transition and validate with LEA and designated third parties that acceptance standards have been met before Transition
- Initiate services:
 - Initiate services for SSIS production activities for each LEA

3.2.2 LEA Responsibilities

- Review and approve, as appropriate, the LEA Transition Plan submitted by the Vendor
- Deliver business and technical documentation and data identified and requested by the Vendor, if available
- Collaborate with the Vendor in creating an EAM Transition Project Plan and provide final approval of Plan
- Provide personnel for transfer of knowledge to EAM Support Team
- Participate in acceptance reviews with the Vendor and designated third parties

3.3 Application Failure Support

Application Failure Support Services--analyze Failures as defined in Exhibit A-1 Definitions, determine root cause of Failure, and correct Failures within the application. This consists of correcting application update Failures, short dumps, system log errors, and other general system errors that result from functional and/or technical problems with the application.

3.3.1 Vendor Responsibilities

3.3.1.1 Service Management Process

- Analyze application failures
- Determine root cause within the application
- Correct failures
- Manage failure assessment in accordance with the Vendor standard Problem Management or Incident Management processes, assigning Severity Levels per agreed criteria as stated in Governance Manual
- Make certain that any resulting change to a system is managed in accordance with the Vendor standard Change Management process

3.3.1.2 Solution Support

- Consult with and leverage SSIS and other application vendor resources on Problem analysis and Resolution
- Perform application of vendor software corrections to the development environment
 - Follow set procedures to apply vendor software correction
 - Assist technical resources in downloading and installing vendor software correction
- Analyze and correct Problems associated with custom code development
- Develop and execute correction plans for vendor and custom code Failures, including solution development, testing, solution approval, and acceptance
- Update SSIS or other application documentation
- Update applicable technical documentation
- Make sure application changes are made in accordance with the Vendor standard Change Management process
- Provide LEA with three days' notice of unplanned scheduled downtime for correction implementation, unless a shorter duration is otherwise agreed by LEA and the Vendor

3.3.2 LEA Responsibilities

- Make certain the resource(s) that originated the Incident or approved delegates are available to support activities, such as analysis and testing, needed to correct a Failure.
- Make the resource(s) available to participate in acceptance testing
- Make authorized resources available to sign-off on before implementing the Incident Resolution into a production Environment
- Make certain that appropriate scheduled downtimes are approved so that the Vendor can implement approved changes required within the Maintenance Windows

3.4 Regulatory Updates

Regulatory Updates Services are the support of minor governmental and mandatory regulatory changes (for example, PEIMS). The Vendor will work with the TEA and LEA User community to make sure the regulatory updates have been applied correctly.

This Service does not include the creation of new functions that are required as a result of changes enacted by judicial entities. These types of projects will be covered under minor or major enhancements, depending on the size of the project.

3.4.1 Vendor Responsibilities

- Consult with TEA management regarding the business need to apply the regulatory update and agree on the right timing for the maintenance
- Develop, gain agreement on, and manage a regulatory update plan for each effort in each Environment, including but not limited to:
 - Apply the update to the test Environment
 - Validate that the update is working correctly throughout the system
 - Determine how the update affects each module
 - May work with TEA to develop acceptance test criteria
 - Verify that the update successfully addresses the business/technical need
 - Update documentation on the application and technical documentation
- Make sure any resulting change to a system is managed in accordance with the Vendor standard Change Management process

3.4.2 TEA Responsibilities

- Notify vendor of new laws that will affect the SSIS installation.

3.5 Minor Enhancements

Minor Enhancements Services perform minor application configuration changes and develop/enhance custom program code of a minor nature. Typical examples of Minor Enhancements are creating or changing basic reports, information gathering queries, changes to forms, cosmetic changes to screens, and minor configuration changes.

Minor Enhancements are projects that have work estimates of less than or equal to 40 hours of effort and are not considered to be functional extensions of the application. Efforts of greater than 40 hours of effort will be managed under the Change Control process as defined in the Agreement.

3.5.1 Vendor Responsibilities

- Gather enhancement requirements
- Create detailed requirements specifications for the expected results of enhancement
- Estimate work effort required for Minor Enhancements
- Obtain LEA approval of the requirements and work estimate
- Create business design and technical specification design for custom program enhancements

- Perform application configuration alterations or creation of required code
- Perform unit and acceptance testing
- Obtain LEA acceptance of solution deliverable
- Create or update technical and end user documentation
- Make certain any resulting change to a system is managed in accordance with the Vendor standard Change Management process

3.5.2 LEA Responsibilities

- Define business requirements
- Prioritize Minor Enhancements
- Supply all required input for the design of the request
- Provide User resources as required to review/approve design documents before moving to next step
- Make authorized resources available to sign-off on before implementing the request into a production Environment

3.6 Performance Tuning/Run Time Improvement Analysis

Performance Tuning/Run-Time Improvement Services investigate application issues identified by Application Administration or LEA as having an impact on application performance. The service team recommends hardware, software, and configuration changes to improve application performance. This service conducts Root Cause Analysis and provides a recommended Resolution. Depending on the recommended solution, correcting the Problem might be covered under Minor Enhancements. If not, a detailed Change Request for a Time and Materials (T&M) project will be initiated under the Change Control process per the Agreement.

3.6.1 Vendor Responsibilities

- Collect data, review the collected data, and assess the potential causes and responses to a sudden and severe degradation in the Software environment performance
- Recommend performance improvements to be covered as a Minor Enhancement or new project request
- Temporarily monitor application performance after the recommended fix has been installed to confirm performance has improved

3.6.2 LEA Responsibilities

- Review and approve recommendation to improve performance issue

3.7 Application Functional Support

Application Functional Support Services directly handle functional application questions (for example, explanation of error messages or a functional flow overview). If a functional query results in the identification of a Problem, the Problem will be escalated for analysis, correction recommendation, and execution. Issues with correction recommendations or execution will be further escalated as appropriate.

User assistance provided by Application Functional Support Services does not include formal User training.

3.7.1 Vendor Responsibilities

- Make sure that LEA Super Users are provided with and understand processes for accessing the Vendor Service Desk through which Level 2 and Level 3 Application Functional Support will be provided
- Make certain Problem assessment is managed in accordance with the Vendor standard Problem Management or Incident Management Processes, assigning Severity Levels per agreed criteria as stated in Exhibit A-2 Cross Functional Services
- Make sure any resulting change to a system is managed in accordance with the Vendor standard Change Management process
- Document receipt of telephone call in the Vendor ticket tracking system
- Determine severity of the Incident/subject of the telephone call
 - Prioritize Problem through a classification process if the functional review identifies a functional Problem
 - Assign a Severity Level based on established criteria and, if necessary, consult with the appropriate personnel
- Dispatch or route Problem to appropriate resource
- Resolve the issue/Problem directly or assign issue/Problem to appropriate resource for Resolution as necessary
- Track issues/Problems through Resolution
- Update entries on a consistent basis and perform appropriate follow-up tasks
- Log the additional details of the telephone call
 - Provide status on issues/Problems, most likely by updating data previously entered into a database

3.7.2 LEA & ESC Responsibilities

- Make certain that LEA Users contact the assigned LEA Super Users to initiate Problem Resolution
- Super Users will address questions on basic SSIS functions, including but not limited to assisting a User with the following tasks:
 - Locate a menu for a specific function
 - Perform a specific function
 - Determine whether a function is performing in the manner it was designed
- If the Super User is not able to resolve an SSIS-related issue, the Super User calls the Vendor Level 2 Service Desk and provides the following information:
 - Detailed description of the Problem/question
 - Contact Information for Problem/question follow-up
 - Appropriate Problem priority
 - Agreed-on Resolution criteria
- Provide basic and/or detailed User training

3.8 Application Maintenance

Application Maintenance Services consist of the design and integration of Minor Changes to an application. Minor Changes are defined as requiring less than four hours of effort and do not add or delete functions.

3.8.1 Vendor Responsibilities

- Make sure any resulting change to a system is managed in accordance with the Vendor standard Change Management process
- Manage all aspects of the work effort, including solution development, testing, and acceptance.
- Verify that the update successfully addresses the technical and/or functional need

3.9 Minor Upgrades

Minor Upgrades Services involve planning, coordinating, and testing minor upgrades released by SSIS or other software vendors. A minor upgrade typically includes patches or enhancements to increase application stability, but may also contain minor functional changes.

3.9.1 Vendor Responsibilities

- Make certain any resulting change to a system is managed in accordance with the Vendor standard Change Management process

- Consult with LEA management about the business/technical need to apply the upgrade and to determine the right timing for the implementation and the effect on resources by doing so
- Verify that the upgrade successfully addresses technical and/or functional needs
- Update application and technical documentation