

HOSTING AGREEMENT

THIS AGREEMENT is made and entered into as of this 12 day of May, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

Instructure, Inc.
(hereinafter referred to as "Instructure"),
whose principal place of business is
6330 South 3000 East, Suite 700, Salt Lake City, UT 84121

WHEREAS, SBBC and Instructure will partner to provide a Learning Management System inclusive of a Content Repository and Assessment Platform to SBBC stakeholders. This web-based learning management system will act as a digital platform that will serve as a single entry point for teachers and students to perform activities related to teaching and learning, as well as access to additional tools and applications (authorized vendors) in the SBBC digital ecosystem. This tool will communicate seamlessly with an already comprehensive digital ecosystem of solutions and content.

WHEREAS, SBBC and Instructure will partner to develop an Assessment Platform that supports student experience with a variety of assessment types including those included in the FSA and performance tasks.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.5 of this Agreement, the term of this Agreement shall commence upon execution by all and conclude on June 30, 2021.

2.2 **Technical Account Management**. Instructure shall provide to SBBC technical account management services through its “Remote Administration Service” staffing position, as referenced in the accompanying Statement of Work **Exhibit A**.

2.3 **System Maintenance and Upgrades** All system maintenance must be done by Instructure in accordance with the following requirements:

2.3.1 Instructure must provide SBBC advance notice for any change that alters the administrative operation of the system 60 days prior to implementation.

2.3.2 Instructure must provide SBBC advance notice of any change to the system that significantly impacts the interface or daily use of the system by educators or students 60 days prior to implementing the change.

2.3.3 Instructure must provide SBBC system documentation upon request for technical changes to Instructure and its administration and/or use.

2.3.4 Instructure must time and orchestrate all system maintenance so as not to interfere with the use of the system by SBBC staff and students or disrupt teaching learning and assessment activities.

2.4 **Solution Provision**. Instructure will provide SBBC its learning management system software as a “Service” through a URL within a hosted server environment under the terms below “Service” as described on the Statement of Work. This agreement contemplates one or more orders for the “Service”, which are governed by the terms of this Agreement. User means a participant, instructor, or administrator of Customer’s organization, who is authorized by SBBC to use the “Service” (and SBBC has paid for this use) with login credentials.

2.5 **System Availability and Service Level Agreement** Instructure warrants to SBBC, that commercially reasonable efforts will be made to maintain the online availability of the “Service” for a minimum availability in a trailing 365-day period as provided below (excluding scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue originating from SBBC or a User), and the functionality or features of the “Service” may change but will not materially degrade during the Term, and (iii) that Support may change but will not materially degrade during the Term. Annual Availability Warranty: 99.9% availability percentage.

If SBBC has been using the “Service” for less than 365 days, the preceding 365 days will be used, but any days prior to SBBC’s use of the “Service” will be deemed to have had 100% availability.

Any unavailability occurring prior to a successful credit claim cannot be used for any future claims. A SBBC is eligible for a “Service” credit if the annual availability percentage drops below 99.9% for the preceding 365 days from the date of a “Service” credit claim. The maximum amount of the credit is 1/12 of the annual subscription fee for a twelve (12) month period. This service credit is calculated by taking the number of hours that the “Service” was unavailable below the warranty, and multiplying it by 3% of 1/12 the annual subscription fee. SBBC’s sole and exclusive remedy for breach of the warranty in this Section 3(b)(i) will be for Instructure to provide a credit as provided above; provided that SBBC notifies Instructure in writing of such

claim within the applicable month SBBC becomes eligible or 30 days after.

2.6 **API Access** Instructure must provide API access to its applications environment in accordance with the following provisions:

2.6.1 **Access** Instructure agrees to provide access to its application-programming interface (API) as part of the “Service” for no additional fee. Subject to the other terms of this Agreement, Instructure grants SBBC a non-exclusive, nontransferable, revocable license to operate the API only for purposes of interfacing SBBC’s technology applications or “Services” with the “Service” as allowed by the API’s technical limitations and in accordance with the API Policy, as may be updated by Instructure from time to time. The Instructure API Policy is located at <https://.Instructurelms.com/policies/api-policy>

2.6.2 **Changes** Modifications to API operations on the part of Instructure must be preceded by notification to SBBC least 60-days prior to changes affecting any material, permanent suspension or discontinuation of API functionality. Instructure will also use commercially reasonable efforts to support the previous version of the API for at least 6 months.

2.6.3 **API Rate Limits** SBBC understands that integrated applications that access the Instructure API cannot place undue load on Instructure servers. Instructure agrees to provide an automatic rate limiting provision to dynamically adjust as more concurrent and/or expensive requests happen.

For additional clarification regarding System and Product Specifications refer to **Exhibit B** and associated content on the Statement of Work **Exhibit A**.

2.7 **Family Educational Rights and Privacy Act (FERPA) Compliance** In addition to the requirements under section 3.10, Student Records, Instructure will comply with the requirements of **Exhibit C**-Safeguarding the Confidentiality of Student Records and Information Agreement

2.8 **Confidential Information Provided by SBBC to Instructure** For purposes of this agreement, Instructure will be considered a “school official” and will be permitted to receive selected information from education records which are covered by FERPA. The information must be limited to that which is necessary for Instructure to provide the services listed herein. This includes: basic student demographic information such as student number, student name, student grade level, student date of birth, schedule information, course number, course section, and course title. SBBC will also provide teacher name, personnel number, school number, and section number.

2.9 **Data Security / Privacy** Instructure must ensure that all data containing any personally identifiable information be encrypted in transit. Instructure will utilize industry standards such as HyperText Transfer Protocol (HTTPS) over Secure Socket Layer (SSL) to ensure that all data transferred to and from SBBC or Wazzle (Pinnacle gradebook) is encrypted so that it cannot be read by anyone except the recipient. SBBC will work with Instructure and

authorized vendors to resolve issues or questions pertaining to the encryption of data. Instructure shall collaborate with SBBC's Information and Technology Department and SBBC's Privacy Officer to resolve any privacy issues or concerns pertaining to the services herein in a timely manner, and in compliance with federal and state law.

2.10 **Adherence to IMS Open Standards** SBBC is committed to the goals, practices and standards developed embraced and promoted by the IMS Global Learning Consortium. Instructure will support generally adopted IMS Global Learning Consortium standards and practices. Updates to standards as released by the IMS Global Learning Consortium will be evaluated by Instructure for future product updates.

2.11 **Compliance with State and Federal Statutes** Each party will comply with all applicable laws and regulations (including FERPA, COPPA, and all applicable export control laws and restrictions) with respect to its activities under this Agreement. Instructure will implement reasonable, administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the SBBC Content.

2.12 **Customization, Branding, and Migration** – Instructure will provide specially ordered features that deliver the SBBC identity, look and feel of Instructure for the District as defined in **Exhibit D** – Course Migration.

2.13 **Support** – Instructure will offer support as indicated in **Exhibit E** – Support and the Statement of Work -**Exhibit A**.

2.14 **District-wide Assessment Capability** – Instructure will provide assessment capabilities as outline in **Exhibit F** and the Statement of Work **Exhibit A**.

2.15 **Course Migration** – Instructure will provide course migration capabilities as outlined in **Exhibit D**- Course Migration and the Statement of Work **Exhibit A**.

2.16 **Timeline for Technical Implementation** – Instructure will provide and follow the timeline for technical implementation as of the date of the agreement as per the Timeline for Technical Implementation within the Statement of Work **Exhibit A**.

2.17 **Training and Support** – Instructure will provide differentiated training as per **Exhibit G** and support as per Statement of Work **Exhibit A**.

2.18 **Property Rights.**

2.18.1 **Content.** All information, data, results, plans, sketches, texts, files, links, images, photos, videos, audio files, notes, or other materials uploaded under SBBC's User accounts in the "Service" remain the sole property of SBBC, as between Instructure and SBBC (SBBC Content). SBBC grants Instructure the worldwide, royalty- free right to use, publicly display, and distribute the SBBC Content solely for purposes of performing its obligations under this agreement and providing and improving the "Services". During the term of this agreement, SBBC may export the SBBC Content through the API or by using the export feature within the "Service". Instructure

has no obligation to store the SBBC Content 3 months after expiration or termination.

2.18.2 SBBC Restrictions. SBBC: (a) is solely responsible for SBBC Content and all activities arising from its Users, and (b) must keep its passwords secure and confidential, and notify Instructure promptly of any known or suspected unauthorized access to the “Service”.

2.18.3 Instructure Intellectual Property As between SBBC and Instructure, the Instructure Intellectual Property is, and shall at all times remain, the sole and exclusive property of Instructure. SBBC shall have no right to use, copy, distribute or create derivative works of the Instructure Intellectual Property except as expressly provided herein. Instructure shall have the right, in its sole discretion, to modify the Instructure Intellectual Property. “Instructure Intellectual Property” means the “Service”, and all improvements, changes, enhancements and components thereof, and all other proprietary materials of Instructure and/or its licensors that are delivered, provided or used by Instructure in the course of performing the “Services”, as well as all other intellectual property owned by Instructure and all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats and know-how, as well as and any underlying source code and object code related thereto.

2.18.4 Aggregated Data As between the parties, Instructure owns the aggregated and statistical data derived from the operation of the “Service”, including, without limitation, the number of records in the “Service”, the number and types of transactions, configurations, and reports processed in the “Service” and the performance results for the “Service” (the “Aggregated Data”). Nothing herein shall be construed as prohibiting Instructure from utilizing the Aggregated Data, provided that Instructure’s use of Aggregated Data will not reveal the identity, whether directly or indirectly, of any individual or specific data entered by any individual into the “Service”.

2.19 Instructure Responsibilities. Instructure shall provide: (a) all updates and upgrades to the “Service” to SBBC that Instructure provides to its customers generally for no additional charge; and (b) Support (“Support”) pursuant to the terms of Instructure’s customer support as specified on the Statement of Work **Exhibit A** and in this Agreement.

2.20 Fees. As consideration for the subscription to the “Service”, SBBC shall pay all fees (“Fees”) set forth in the Statement of Work **Exhibit A**.

2.20.1 Cost of “Services” Invoices will detail (by line item) all service costs and all professional “services” satisfactorily delivered by Instructure to SBBC. All Fees will be due from SBBC within thirty (30) days of receipt of invoice, unless otherwise agreed to in the Statement of Work, **Exhibit A**. All Fees owed by SBBC are exclusive of, and SBBC shall pay, all sales, use VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement.

2.20.1 Billing Instructions and Payment. Subsequent to the execution of this

Agreement by all parties, Instructure will submit a proper and appropriate invoice to SBBC for 60% of year one's total, excluding training days. SBBC will pay 60% of year one's total bill, excluding training days within thirty days (30) of receiving said invoice. All remaining amounts of year one's total bill, excluding training days, shall be paid within 30 days of August 10, 2016 ("Go Live Date") based upon SBBC's prior approval of the deliverables as defined in the Scope of Work of **Exhibit A**, and the mutually agreed upon timeline by Instructure and SBBC as outlined in **Exhibit A**. Instructure will submit a proper and appropriate invoice for training, as outlined in **Exhibit A**, for year one, upon completion of said training and payment will be made within 30 days of receipt of said invoice. Instructure will submit a proper and appropriate invoice to SBBC for 75% of year two's total upon the beginning of the second year of the Agreement on June 15, 2017, excluding training days. SBBC will pay 75% of year two's total bill, excluding training days, within thirty (30) days of receiving invoice. All remaining amounts of year two's total bill, excluding training shall be paid within 30 days of August 10, 2017, based upon SBBC's prior approval of the deliverables as defined in the Scope of Work of **Exhibit A**, and the mutually agreed upon timeline by Instructure and SBBC as outlined in **Exhibit A**. Instructure will submit a proper and appropriate invoice for training, as outlined in **Exhibit A**, for year two, upon completion of said training and payment will be made within 30 days of receipt of said invoice. On June 15, 2018, June 15, 2019, and June 15, 2020 Instructure will submit a proper and appropriate invoice for the subscription fees in the amounts as outlined in **Exhibit A** and payment will be made within 30 days of receipt of said invoice.

2.21 Representations and Warranties. Instructure warrants that: (a) the functionality or features of the "Service" and Support may change but will not materially degrade during the Term, and (b) the "Services" will conform to its then current documentation. As SBBC's exclusive remedy and Instructure's sole liability for breach of the warranty set forth in this Section, (a) Instructure shall correct the non-conforming "Service" at no additional charge to SBBC, or (b) in the event Instructure is unable to correct such deficiencies after good-faith efforts, Instructure shall refund SBBC amounts paid that are attributable to the defective "Service" from the date Instructure received such notice. To receive warranty remedies, SBBC must promptly report deficiencies in writing to Instructure, but no later than thirty (30) days of the first date the deficiency is identified by SBBC.

2.22 Limitation of Liability. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By Instructure. Instructure agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and

every third party claim or demand, or assertion of liability, or any third party claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Instructure, its agents, servants or employees; the equipment of, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Instructure, or the negligence of Instructure's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Instructure, SBBC or otherwise.

- (c) If a third party claims the Service infringes that party's patent, copyright or other proprietary right, Instructure will defend SBBC against that claim at Instructure's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Instructure, provided that SBBC: (a) notifies Instructure in writing of the claim; and (b) allows Instructure to control, and cooperates with Instructure in, the defense and any related settlement. If such a claim is made, Instructure may continue to enable SBBC to use the Service or to modify it such that it becomes non-infringing. If Instructure determines that these alternatives are not reasonably available, Instructure may terminate the Service without any liability to SBBC upon notice to SBBC and with the return of any prepaid and unused fees. The infringement indemnity obligations in this Section do not apply to the extent the infringement claim arises from (a) any technology not provided by Instructure or otherwise identified by Instructure in writing as interoperable, (b) use of the Service other than in accordance with this agreement and the applicable Services documentation, (c) the Customer Content, and/or (d) modification or alteration to the Services by anyone other than Instructure. If a third party claims that any part of the Customer Content infringes or violates a patent, trademark, trade secret, copyright or other intellectual property right, or there are third-party claims arising out of SBBC's breach of this Agreement, SBBC will defend Instructure against that claim at SBBC's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement up to the limits of Section 768.28, Florida Statutes, and approved by SBBC, provided that Instructure: (a) notifies SBBC in writing of the claim; and (b) allows SBBC to control, and cooperates with SBBC in, the defense and any related settlement

EXCEPT FOR INSTRUMENT'S INDEMNITY OBLIGATION ABOVE IN PARAGRAPHS 2.22 (B) AND (C), AND 3.10 IN NO EVENT, HOWEVER, SHALL THE PARTIES BE LIABLE TO EACH OTHER FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

EXCEPT FOR INSTRUMENT'S INDEMNITY OBLIGATION ABOVE IN PARAGRAPHS 2.22 (B) AND (C), AND 3.10 THE PARTIES' MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED TWO TIMES THE AMOUNT PAID BY SBBC UNDER THIS AGREEMENT.

2.23 Insurance Requirements. Instructure shall comply with the following insurance requirements throughout the term of this Agreement.

2.23.1 Professional Liability/Errors & Omissions. Limit not less than \$1,000,000

per occurrence covering services provided under this contract. Deductible/SIR not to exceed \$50,000.

2.23.2 Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.23.3 Verification of Coverage. Proof of the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424. Include the Contract Number and Title on the Certificate of Insurance. Certificate Holder: School Board of Broward County, Florida, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.

2.23.4 Cancellation of Insurance. Vendors are prohibited from providing services under this contract with SBBC without the minimum insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

2.24 Confidentiality. As used herein, "Confidential Information" means information in the possession or under the control of a party that is considered a trade secret pursuant to Sections 119.071(1)(f) and 812.081(1)(c), Florida Statutes disclosed by a party to the other party, directly or indirectly, which, if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," or if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be "confidential" or "proprietary." Each party acknowledges that the other party may disclose its Confidential Information to the other in the performance of this Agreement. Accordingly, each party shall: (a) keep the Confidential Information disclosed by the other party as confidential as defined in this section, (b) use Confidential Information only for purposes of fulfilling its obligations hereunder, and (c) disclose such Confidential Information only to the receiving party's employees who have a need to know and only for the purposes of fulfilling this Agreement. Confidential Information shall not include information that: (a) the receiving party possesses prior to acquiring it from the other, (b) becomes available to the public or trade through no violation by the receiving party of this paragraph, (c) is given to the receiving party by a third party not under a confidentiality obligation to the disclosing party, (d) is developed by the receiving party independently of and without reliance on confidential or proprietary information provided by the disclosing party, or (e) the receiving party is advised by counsel is required to be disclosed by law.

2.25 Feedback. With expressed, written SBBC permission. Instructure may send surveys to Users (no more than once each year) to solicit feedback regarding performance of the "Service" and suggestions for improvements (such feedback will be stored in anonymous and aggregate form). Requests to distribute any survey must be sent at least 45 days prior to the distribution of the survey, and surveys may not be sent without return authorization by SBBC. SBBC, and each User (to the extent SBBC has such right), hereby grants Instructure an irrevocable, royalty-free perpetual license to use all feedback and suggestions regarding the "Service". Parents and students age 18 or over will be given the opportunity to opt out of any survey, including surveys utilized for marketing purposes. No identifying information of SBBC students or staff

collected from surveys shall be used for marketing or other reasons without their written consent. Prior to Instructure distributing surveys to SBBC students or staff, SBBC will be entitled to review any Instructure survey form.

2.26 Suspension of “Service”. Instructure may immediately suspend the “Service” and remove applicable SBBC Content if SBBC and/or its Users have violated a law or the terms of this Agreement. Instructure will make reasonable efforts through multiple channels to contact SBBC in advance prior to any such suspension or removal of content.

2.27 Publicity. Subject to SBBC’s written approval in each instance, Instructure may use SBBC’s name, logo and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with SBBC’s trademark guidelines and policies. Written approval of parents or students age 18 or over will be required prior to Instructure using student identifying information for marketing purposes.

2.28 Upon Termination For 6 months after expiration or termination of this Agreement, SBBC may, for no additional fees or other costs, export the SBBC’s Content and data through the API or by using the export feature within the “Service”. Instructure has no obligation to store the SBBC Content 6 months after expiration or termination.

2.29 Systems Documentation Instructure will provide any and all technical documentation necessary for system administration and operation to SBBC. Documentation must cover basic operations, any and all points of system integration between SBBC and Instructure, and any all third party integration solutions implemented by Instructure. Documentation updates must be provided as the system itself is upgraded and include all operational information related to changes in system operation and use.

2.30 Third Party Links The INSTRUCTURE solution may link to third party web sites (including without limitation, links provided by SBBC) or allow access to third-party “services” (including without limitation, turnitin.com and Google docs). Such sites and “services” are not under the control of Instructure, and Instructure is not responsible for the content or any link on such sites or for the temporary or permanent unavailability of such third party sites or “services”.

2.31 SBBC Use Restrictions. SBBC agrees that it will not, and will use reasonable means to ensure that its users will not, (i) sell, resell, rent, or lease the “Service” or API; (ii) reverse engineer the “Service” or the API; (iii) remove or modify any proprietary marking or restrictive legends in the Service; (iv) use the “Service” to store or transmit infringing, unsolicited marketing emails, libelous, obscene, deceptive, defamatory, pornographic, racist, sexual, hateful, or otherwise objectionable (except as necessary for SBBC’s instructional purposes, but in all cases in compliance with applicable law and regulation), unlawful or tortious material, or any other material in violation of a third-party right; (v) use the “Service” to harm or impersonate any person, or for any commercial purpose (including accessing the “Service” to build a competitive “service” or product, or copy any feature, function or graphic for competitive purposes); (vi) interfere with or disrupt the integrity or performance of the Service; or (vii) attempt to gain unauthorized access to the “Service” or their related systems or networks.

2.32 Inspection of Instructure's Records by SBBC. *Instructure* shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All *Instructure's* Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by *Instructure* or any of *Instructure's* payees pursuant to this Agreement. *Instructure's* Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. *Instructure's* Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) *Instructure's* Records Defined. For the purposes of this Agreement, the term "*Instructure's* Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subAgreements, subAgreement files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to *Instructure's* Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to *Instructure* pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide *Instructure* reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to *Instructure's* facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by *Instructure* to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any *Instructure's* claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by

Instructure in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by *Instructure*. If the audit discloses billings or charges to which *Instructure* is not Agreementually entitled, *Instructure* shall pay said sum to SBBC withintwenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of SubAgreementor's Records. *Instructure* shall require any and all subAgreementors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subAgreement. Failure by *Instructure* to include such requirements in any subAgreement shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to *Instructure* pursuant to this Agreement and such excluded costs shall become the liability of *Instructure*.

(h) Inspector General Audits. *Instructure* shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.33 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Academic Officer The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To <i>Instructure</i> :	Legal 6330 South 3000 East, Suite 700 Salt Lake City, UT 84121

2.34 **Background Screening.** Instructure agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Instructure or its personnel providing any services under the conditions described in the previous sentence. Instructure shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Instructure and its personnel. The parties agree that the failure of Instructure to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Instructure agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Instructure's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

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ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Agreementor.** The parties to this agreement shall at all times be acting in the capacity of independent Agreementors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subAgreementors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subAgreementors or assignees.

3.4 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.5 **Termination.** This Agreement may be canceled for cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate. In the event the Agreement is terminated, all Statement of Works are simultaneously terminated. Upon expiration or termination of this Agreement, SBBC shall immediately cease using the Services.

3.6 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party

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additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof.

3.7 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated, provided that there will be no refund for any prepaid fees SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.8 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.9 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the

requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or sub-contractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state, and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits A, B, C, D, E, F and G attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the

scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____

ATTEST:

Dr. Rosalind Osgood, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

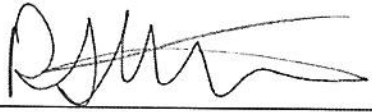
Office of the General Counsel

FOR INSTRUTURE

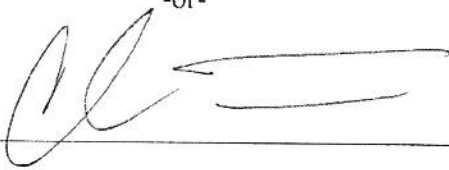
(Corporate Seal)

Instructure, Inc.

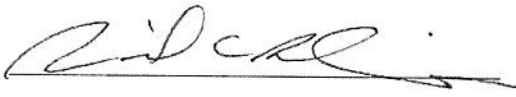
ATTEST:

By  _____

, Secretary

-or-


Witness



Witness

The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Utah

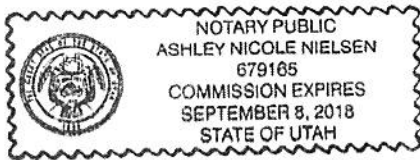
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 7th day of
June, 2016 by Robert Matthews of
Name of Person

Instructure Inc., on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced (known to me) as
identification and did/did not first take an oath. Type of Identification

My Commission Expires:



(SEAL)

Ashley Nielsen
Signature - Notary Public

Ashley Nielsen
Printed Name of Notary

679165
Notary's Commission No.

INSTRUCTURE

Statement of Work

The School Board of Broward County, Florida
Canvas Subscription, Training, Implementation, Support,
and Resources

EXHIBIT A

Submitted by:

Mark Alsdorf
May 4, 2016

Summary

Broward County (“Customer”) is engaging Instructure Professional Services (“Instructure”) to provide dedicated Instructure counterparts to the following Customer roles: Project Manager, Technical Integration Support, Assessment Manager, and Canvas Administrator. (“the solution”). These roles are intended to bolster and supplement our traditional offering of Canvas Cloud Subscriptions and the associated support, implementation, and training.

Project Approach

Instructure uses a collaborative project approach. The solution’s deliverables will be produced in phases, referenced as milestones in this SOW.

Communication Plan

- After this SOW is signed, Instructure will review the project objectives, plans, and risks with Customer.
- Instructure will have consistent dialogue with Customer regarding overall status, project schedule, open issues, and risks.
- A project closing document will be provided to Customer after the solution is delivered.

Canvas Cloud Subscription

Includes access to Canvas for the number of users ordered each year. Includes standard features such as LMS, mobile applications, outcomes, full system monitoring, automated provisioning, “Hands-Free” update/upgrade services, beta environment, and a test/training instance. The Canvas architecture, AWS infrastructure, and Instructure’s hosting and support services make Canvas the most reliable, available, extensible, and scalable cloud-based LMS in the industry.

Canvas Course Catalog Functionality

Provides BCPS the ability to list, market, receive payment for, and register enrollments into Canvas courses which are displayed on Canvas Catalog.

Annual Subscription Training

Instructure’s online Training Subscription is included with all three Canvas Implementation Services Packages. The online Training Subscription allows anyone within an organization attendance to any publicly scheduled class. Varying levels of education are included in each of the following areas:

- Canvas Administration Training
- Canvas Support Training
- Faculty Training

24x7 + Tier 1 support for faculty only

To provide Broward County with the highest level of support, Instructure is including our 24x7 Tier 1 Support package.

24x7 Tier 1 Support by Instructure’s Support team provides first-line help desk support to address and resolve user issues such as logging into Canvas, questions about Canvas features and functions, and resolving other operational problems.

Teachers receive access to live chat that is 24x7 in addition to the phone, web, and email ticket options. SLA for response is 1 hour for Web and email tickets, 60 seconds for phone calls, and Customers are not charged on a per-ticket or per-incident basis. 24x7 Tier 1 support service levels for the institution's teachers is provided below.

Support Service Level Agreement

Metric	Low Benchmark	High Benchmark
First Contact Resolution	Greater than 75%	Greater than 90%
Speed to answer: calls	80% within 60 seconds	95% within 60 seconds
Speed to answer: chats	80% within 120 seconds	95% within 120 seconds
Time to first response: online and email	80% within 60 minutes	95% within 60 minutes

SLA Penalties

We strive to meet the SLA metrics described above. On rare occasion, we might not meet one or more. Penalties for missing SLA targets are as follows:

- Each client receives a monthly report describing Tier 1 Canvas Support by the 10th of each month for the prior month.
- For the purpose of accountability, Tier 1 Canvas Support performance is assessed quarterly on a client-by-client basis.
- When Tier 1 Canvas Support fails to achieve the low benchmark for any of the metrics described above for a given quarter for a given client, a penalty of one point is assessed.
- Points expire one year after they are assessed.
- When Tier 1 Canvas Support exceeds the high benchmark for any of the metrics described above for a given quarter for a given client, one point is removed, but only down to a minimum value of zero.
- If at any time a given client accrues a balance of five or more points, Instructure incurs a penalty as follows:
 - While on the Broward County SOW, Tier 1 Support is listed as "included," Instructure's standard price for Tier 1 Support for K12 institutions is 10% of subscription costs.
 - The penalty would be calculated on the basis of Instructure's standard K12 Tier 1 pricing. It would thus comprise 5% of Tier 1 Support costs for the then-current contract year, where "Tier 1 Support costs" is defined as 10% of subscription costs for that year.
- When a penalty is incurred, all points accrued for the given client immediately expire.
- The penalty is payable either as a discount against the next contract renewal for the client or as a refund, at the client's discretion.

Tier 1 Support Setup

During the Tier 1 Support Setup process, Instructure will:

1. Obtain and configure a phone number for the client
2. Work with the client to build out a knowledgebase document about their institution and how Canvas Support should handle certain non-Canvas questions and scenarios presented by the client's users
3. Set up and deploy a live chat queue for the client
4. Configure routing rules in the Support ticketing system for the client
5. Train the Canvas Support team on the details of the client's needs, including information covered in the knowledgebase document

Premium Implementation

Premium Implementation includes active project management by providing a customized project plan, assigning resources to tasks, identifying critical path, and scheduling regular project check-in calls with client staff. Customized project plan to complete all tasks prior to BCPS Go Live, accommodating institutional needs and resource availability.

In addition to the specific deliverables listed in the Principal Implementation Consultant section below, Premium Implementation also includes consultation on the following topics. This engagement includes documentation of recommendations.

- Assessment and Planning - Determine current resources, goals and outcomes for Canvas adoption, and barriers to those outcomes and goals.
- Process Design - Determine what internal processes need creation, what processes would need change and what processes would be replaced.
- Roll-Out Design - Determine the most effective roll-out strategy for Canvas including internal and external messaging, and a professional development plan.
- Support and Accountability Design - Planning for Canvas as a long-term solution.

Catalog Implementation

Application of the institution-specific branding (consisting of logo, color scheme, and carousel), to one Canvas Catalog account. Design and development of an authoring template for publishing course completion certificates (includes up to three rounds of design and development).

Provision of templates to the institution to further customize the branding, user interface, and course completion certificates for sub-accounts within Canvas Catalog. Basic HTML/CSS coaching to assist in branding or template modification.

Principal Implementation Consultant to take an active project management role by providing a customized project plan, assigning resources to tasks, identifying critical path, and scheduling regular project check-in calls with client staff. One Custom URL for the institution's Canvas Catalog domain.

Setup of static FAQ and informational pages. Establishment of a trust relationship between the institution's existing Canvas instance and the additional Canvas instance implemented under Canvas Catalog to grant users access between instances without requiring additional login information. Access to guides, public courses, and best practices documentation.

Configuration of a supported payment gateway, if desired and available. If another payment gateway is requested, a separate Professional Services engagement is required.

Onsite Training Days

Onsite training permits the leveraging of one Canvas trainer for one day. If multiple trainers are desired then more can be requested. However, additional training day credit would be deducted for each and every trainer rendering services. Onsite training and consulting days must be consumed in a minimum of three-day

increments. Each onsite day includes up to six hours of training or consulting, a single-trainer, and up to thirty-five (35) students per session. All unused onsite training and consulting days are pre-paid and expire twentyfour(24) months from contract date. Confirmation of dates will be secured with 4-weeks advance notice. With less than 4-weeks notice, Instructure will make every effort to accommodate requests, but onsite dates are confirmed on a first-come, first-served basis and will be dependent upon availability.

Resource Staffing

Instructure will not have resources available onsite at contract signing and initial work will be completed with remote staff who may be swapped out once the full-time onsite staff are identified and relocated to Broward County. All onsite staff will be at Broward within 30-days from the signing of the contract.

Personal Time Off Policy

Instructure resources will follow the Instructure Personal Time Off (PTO) policy. In addition, the following will be project policy:

Fulltime Onsite resources: Prior to scheduling PTO, Instructure resources will obtain approval from the Broward project manager and Instructure SCSM. In the instance of PTO approved for greater than one week, Instructure will provide an onsite backup resource. Otherwise, a remote backup resource will be provided

Remote and Part-time resources: Prior to scheduling PTO, Instructure resources will obtain approval from the Instructure SCSM. Instructure will provide a remote backup resource.

Material Changes to Staffing

Except with respect to Key Personnel, Instructure is free to determine the geographic location of its personnel, so long as all Service-Level Requirements (SLRs) are met or exceeded. However, if Instructure plans to change a service center location or a service model, or make changes related to the makeup, manner or staffing levels of Instructure personnel who have regular direct contact with the BCPS End User, Instructure will do so only after presenting and receiving approval from BCPS regarding its changes and the management plan associated with such changes. Such approval may be withheld at the BCPS' sole discretion if BCPS reasonably determines that such changes will adversely impact BCPS.

Removal/Replacement of Key Personnel by Instructure

- a) All Key Personnel shall be assigned to perform the Services (for example, full-time assignment or otherwise) as needed to ensure that the Services contemplated hereunder are provided in an efficient and timely manner according to the plans and timelines expressed in Article 2 — Services.
- b) Without BCPS's prior written consent, Instructure shall not: (i) undertake any action with respect to any Key Personnel that would result in the alteration or reduction of time expended by such Key Personnel in performance of Instructure's duties hereunder; or (ii) for a period of 12 months in the case of initially assigned Key Personnel, from a Key Personnel's initial assignment date, transfer, reassign or otherwise redeploy any Key Personnel from performance of Instructure's duties under this Agreement, except in the case of a voluntary termination or a For Cause termination.
- c) If any of the Key Personnel becomes incapacitated, voluntarily terminates his or her employment with Instructure (and/or any of Instructure's Affiliates or Subcontractors), is terminated For Cause by Instructure, or is transferred, reassigned or redeployed with the consent of BCPS, within a reasonable period of time, Instructure shall replace such person with another person approved by BCPS who is at least as well qualified as the person being replaced as promptly as is practical under the circumstances, provided, however, that Instructure shall (i) at a minimum, assign a temporary replacement within two business days, and (ii) remain responsible for providing all activities for which the departed Key Personnel were responsible in a timely fashion, notwithstanding such departure.

d) Whether or not BCPS consents to any reassignments or replacements of Instructure SCSM, Instructure will use its best effort to ensure continuity and avoid disruption in the roles and activities for which Instructure SCSM is responsible.

Removal of Provider Personnel by BCPS

If BCPS believes that the performance or conduct of any Person employed or retained by Instructure to perform Instructure's obligations under this Agreement (including, without limitation, Key Personnel) is:

- Unsatisfactory for any reason
- Has violated an BCPS' personal safety, security or compliance requirements
- Is not in compliance with the provisions of this Agreement

BCPS shall notify Instructure in writing, and Instructure will promptly address the performance or conduct of such Person, or will promptly replace such Person with another Person acceptable to BCPS and with sufficient knowledge and expertise to perform the Services in accordance with this Agreement.

Removal of Provider Personnel by BCPS(Additional)

BCPS shall not be responsible for any relocation expenses arising from any relocation activities involved in Instructure complying with this Section or any other term or condition of this Agreement.

Strategic Customer Success Manager

The Strategic Customer Success Manager (SCSM) is the counterpart to the Customer Project Manager and will be dedicated 100%, onsite to the Customer for the first two (2) years of the contract at a charge specified in the "Resources and Costs" section. The SCSM is expected to work 40 hours a week. During years 3-5, the SCSM will transition to a remote resource, at 25% dedicated time for no cost.

#	Duties Including But Not Limited To
1	Act as primary contact with Instructure and liaise between BCPS and all departments at Instructure as well as leveraging experience from the Canvas community.
2	Mentor and advise the BCPS project management team throughout the initial implementation and the life of the contract.
3	Mitigate against common risks during implementation and roll-out.
4	Architect and oversee training, communication, migration and rollout plans.
5	Advocate within Instructure regarding any and all BCPS needs.
6	Coordinate Instructure resources throughout life of contract including implementation, support, training, adoption consulting, remote administration, and professional services.
7	Provide a quarterly Executive Business Review to evaluate progress against BCPS project milestones, business goals and objectives.
8	In partnership with the Customer, establish vision, goals, and metrics for continued success beyond the first year on Canvas.
9	Provide best practices surrounding adoption and roll-out, change management, and Canvas workflow.
10	Alert BCPS on upcoming product roadmap enhancements and changes.
11	Provide guidance on Canvas' deep feature set, customizability and extensibility.

Strategic Customer Success Manager Success Criteria

Strategic Customer Success Manager is expected to meet the following criteria:

Y/N	Success Criteria
	Project Documentation: SCSM will own or participate in the creation of all project documentation including project plan, issues log, meeting agendas, meeting minutes, project updates to both BCPS and Instructure executives, and any other documents as required by the project team.
	Release Management: Communicate product updates and determine any impact on project timelines.
	Drive Success Metrics: Understand key success metrics for BCPS and create a project plan to drive achievement of the desired outcomes
	Achieve High Survey Scores: Hit target scores twice annually in CSM survey for Professionalism, Product Knowledge, Responsiveness, Meeting Commitments and Interaction Level.
	Executive Business Reviews: Hold Executive Business reviews with BCPS and Instructure representatives to communicate progress against project timelines and success metrics.

Principal Implementation Consultant

The Principal Implementation Consultant (PIC) is the counterpart to the Customer Technical Integration Support Manager and will be dedicated 100%, onsite to the Customer for year one (1) of the contract at a charge specified in the “Resources and Costs” section. During years 2-5, the PIC will transition to a remote resource, and will be available for technical needs on an as needed basis.

#	Duties Including But Not Limited To
1	After the technical implementation, IC is on site for the first full year and available for any additional work beyond year 1 as a technical resource for the Broward County Public Schools integration staff.
2	Deliver technical integrations for Authentication, SIS integration, and LTI tools.
3	Deliver Pinnacle Integration following SIS integration best practices and providing consultation on other technical topics as needed.
4	Migration of up to 10,000 courses from currently supported formats. The following content packages are supported for bulk import into Canvas: Angel, Blackboard 6/7/8/9, Blackboard Vista/CE, WebCT 6+ Course, Common Cartridge 1.0/1.1/1.2/1.3 (including Schoology Common Cartridge formatted files) Package, D2L, Moodle 1.9/2.x .zip file. For content that is not supported, Instructure will provide best practices on how to migrate into Canvas, if available.
5	Assistance in configuring and testing authentication integration for currently supported technologies including LDAP, SAML, Sailpoint, and CAS. Instructure will take a lead role on the effort and guide client resources to complete the integration.
6	Branding for Canvas through the Theme Editor including application of a color scheme and logos for the top navigation and login page.
7	Access to guides, public courses, and best practices documentation.
8	Create and maintain a customized project plan, assigning resources to tasks, identifying critical path, and scheduling regular project check-in calls with BCPS staff.

9	Consult with BCPS the Canvas sub-account organizational structure and then aid in the creation and maintenance of that structure in Canvas.
10	Will train on administrating Catalog, for LMS Administrators.
11	Application of the institution-specific branding (consisting of logo, color scheme, and carousel), to one Canvas Catalog account. Design and development of an authoring template for publishing course completion certificates including design and development. Provision of templates to the institution to further customize the branding, user interface, and course completion certificates for sub-accounts within Canvas Catalog. Basic HTML/CSS coaching to assist in branding or template modification.
12	One Custom URL for the institution's Canvas Catalog domain. Setup of static FAQ and informational pages. Establishment of a trust relationship between the institution's existing Canvas instance and the additional Canvas instance implemented under Canvas Catalog to grant users access between instances without requiring additional login information. Access to guides, public courses, and best practices documentation. Configuration of PayPal as a payment gateway, if desired. If another payment gateway is requested, a separate Professional Services engagement is required.
13	User documentation related to the technical implementation.

Implementation Timeline and Milestones

Implementation can begin immediately after this agreement is executed. The PIC will be dedicated on site with the Customer for the first year.

A draft project plan customized to reflect expected timelines for Broward are represented in APPENDIX A.

Technical Implementation Success Criteria

Technical Implementation is complete when:

Y/N	Success Criteria
	Authentication: The Customer has successfully configured authentication. Users can successfully log in through configured SSO.
	Branding: The Customer knows how to access the Theme Editor and apply custom branding to your instance.
	Support: Support has been successfully configured and tickets are successfully routed between Customer and Instructure.
	Training: The Customer knows how to schedule trainings.
	SIS: User, course and assignment data has been successfully added to Canvas and assignments and grades have successfully transferred to Pinnacle through a two-way integration pending those capabilities made available by Pinnacle. This will be maintained for the life of the contract.
	Migration: The Customer has access to all migrated content in Canvas and will work with the onsite resources to collaboratively clean-up the migrated content.
	Catalog Branding: The Customer knows how to access and edit custom branding files in Catalog.

Payment Gateway: The Customer has the ability to accept payments through the Catalog Payment Gateway.

Remote Administrator

The Remote Administrator (RC) is the counterpart to the Broward County Canvas Administrator(s) and will be dedicated 100% to the Customer during year 1, 50% during year 2, and 25% during years 3-5 of the contract at the charges specified in the “Resources and Costs” section. The Remote Administrator duties include the day-to-day operations of Canvas and is not a substitute for the Implementation Consultant on technical tasks.

Remote Administration requires Tier-1 Support.

#	Duties Including But Not Limited To
1	Full Management of Canvas Instance.
2	Provide administrator training, coordination, and mentoring as needed to assist BCPS administrator staff.
3	Assist Broward County Canvas Administrators with day-to-day ongoing activities.
4	Set-up SIS Automation and Manage SIS imports.
5	Up to 2 days of Onsite Support, annually.
6	Canvas Data Reporting with 10 pre-defined reports sent monthly.
7	Canvas instance Governance and Change Management consulting.

Remote Administrator Success Criteria

Remote Administrator is expected to meet the following criteria:

Y/N	Success Criteria
	Change Management: Proper Change Management procedure is followed and documentation available to track change requests and approvals.
	Administrator Training: BCPS administrators are adequately trained and prepared to fulfill their responsibilities.
	SIS Automation: Architect, configure, and document an SIS automation process that BCPS can successfully run and maintain.
	Monthly Reports: Deliver standard monthly reports in a timely manner.
	LMS Administration: Administration of Canvas LMS adheres to institutional policy and supports BCPS-driven initiatives where appropriate.
	Availability: Remote Admin, in collaboration with Instructure Tier 1 support, to be available to BCPS and meet all SLA commitments.

Assessments Manager

The Assessment Manager (ASM) is the counterpart to the Customer Assessment Manager and will be dedicated 100% to the Customer, remotely, during years 1-2 of the contract at a charge specified in the “Resources and Costs” section.

#	Duties Including But Not Limited To
1	Provide an interim solution that facilitates a district wide assessment program using current Canvas functionality for the 2016/2017 school year.
2	Facilitate a monthly call, and additional calls as needed, with the Canvas Product Management team responsible for development of our quiz feature set.
3	Assist in architecting solution on updated quiz functionality including advanced testing of beta releases and having a solution validated by the BCPS team and ready for deployment at the start of the 2017 school year.
4	Inform current development progress, review beta features and discuss future directions.
5	Provide early access to the new quiz features as a member of the beta program.

Assessments Manager Success Criteria

The Assessments Manager is expected to meet the following criteria:

Y/N	Success Criteria
	Interim Solution: For the 2016/2017 school year, a solution is provided that meets the baseline requirements for a district wide assessment program through Canvas.
	Product Input: BCPS is provided with adequate access to the Canvas Product Management team where BCPS needs, wants, and feedback can be readily offered regarding updated quizzing functionality.
	Beta Testing: BCPS is provided with adequate notice, documentation and access for testing beta releases of updated quizzing functionality.
	Deployment: BCPS validates and deploys updated quiz functionality at the start of the 2017 school year.

Business Intelligence Solution Consultant

The Solution Consultant (SC) works remotely as the primary point of conduct for the Customer for the Business Intelligence reporting solution. The SC will conduct the discovery, scoping, building, and delivery of the Business Intelligence reporting solution during years 1-5 at a charge specified in the “Resources and Costs” section.

#	Duties Including But Not Limited To
1	Work alongside Strategic Customer Success Manager throughout the development of the Business Intelligence Data Warehouse.
2	Serve as the liaison between the Customer and the Custom Development team.

3	Conduct discovery calls with the Customer to define custom reports.
4	Build custom report requirements, wireframes, and User Stories.
5	Oversee the timely and accurate completion of the custom reports.
6	Facilitate User Acceptance Testing, including bug reporting and final sign off.
7	Write technical documentation for Maintenance and Support Team.
8	Training and overview of the BI tool will be provided for up to 10 users.

The Business Intelligence reporting solution includes: Data Warehouse Instance Server Fees. License of BI tool (JasperServer or Pentaho) for up to 10 users. Initial Setup and Configuration. Development of nightly batch imports of Canvas Data. Up to 5 advanced custom reports, annually. Maintenance and support. Additional custom reports can be scoped, designed, developed, tested, and delivered at a rate of \$175/per hour.

Assumptions

The Customer will provide the following resources for the duration of the Implementation and contract.

Project Role	Responsibilities	Task Ownership
Project Lead	<ol style="list-style-type: none"> Organizes internal resources for the technical implementation of Canvas as well as other Canvas-related projects. Promotes and fine-tunes the Customer's organization's vision of Canvas. Reports key decisions and project status to stakeholders in your organization. Encourages accountability to project timelines. 	Planning, Strategy, and Coordination. Training scheduling. Decision-making.
IT Administrator	<ol style="list-style-type: none"> Works with users to grant permissions and define access to systems. Own or facilitate support ticket process for Canvas. Works with project team members in order to complete technical tasks during and after implementation. 	Roles and permissions. Integrations and LTIs. Authentication configuration. Support structure definition and configuration. Automation when possible.
SIS Lead	<ol style="list-style-type: none"> Works with your Canvas implementation consultant to provision SIS data into Canvas and export grades out of Canvas into your SIS. Works with your Canvas implementation consultant and Pinnacle subject matter expert to facilitate grade passback. 	Expert knowledge of how the Customer uses the SIS. Customer validation of SIS integration.. Expert knowledge of how the Customer uses Pinnacle. Customer validation of Pinnacle integration.
Authentication Lead	<ol style="list-style-type: none"> Works with your Canvas implementation consultant to test, configure, and deploy external authentication in Canvas, including Sailpoint. 	Authentication configuration. Authentication testing.
Branding Lead	<ol style="list-style-type: none"> Provides branding guidance and formal approval of completed branding. 	Branding and Theming.

Content and Migration Lead	<ol style="list-style-type: none"> 1. Works with staff to create content from scratch and/or migrate content from the legacy LMS. 2. Develops process for future content migration in Canvas. 	Content Migration. Content Validation.
Adoption Lead	<ol style="list-style-type: none"> 1. Partners with Strategic Customer Success Manager to create and execute an Adoption Plan 2. Responsible for creating ongoing excitement in your organization for Canvas 3. Disseminates information on Canvas training and measures ongoing training participation 	Adoption Planning and Execution Professional Development Rollout Preparation

Fees and Billing

Year 1 Costs 7/1/2016--6/30/2017

Description	Total Cost
Subscription Services⁺	
Canvas Cloud Subscription- 52,455 Users	\$157,365
Catalog Cloud Subscription	Included
Canvas Subscription Training - Annual Unlimited	Included
24x7 Tier 1 Support (Faculty Only)	Included
Onsite Training 30 Days	Included
Onsite Training 80 Days	\$160,000
Professional Services	
Resource 1: Strategic Customer Success Manager	\$195,000/includes travel
Resource 2: Principal Implementation Consultant	\$175,000/includes travel
Resource 3: Remote Administrator	\$175,000
Resource 4: Assessment Manager	\$150,000
Resource 5: Solution Consultant	\$0
BI DW Hosting, Maintenance, and Support	\$125,000
TOTAL YEAR 1*	\$1,137,365

Billed according to Section 2.20.2

Year 2 Costs 7/1/2017--6/30/2018

Description	Total Cost
Subscription Services⁺	
Canvas Cloud Subscription- 227,890 Users	\$683,670
Catalog Cloud Subscription	Included
Canvas Subscription Training - Annual Unlimited	Included
24x7 Tier 1 Support (Faculty Only)	Included
Onsite Training 110 Days	\$220,000
Professional Services	
Resource 1: Strategic Customer Success Manager	\$195,000/includes travel
Resource 2: Remote Administrator	\$127,000
Resource 3: Assessment Manager	\$150,000
Resource 4: Solution Consultant	\$0
BI DW Hosting, Maintenance, and Support	\$125,000
SUB-TOTAL YEAR 2	\$1,500,670

Year 3 Costs 7/1/2018--6/30/2019

Description	Total Cost
Subscription Services⁺	
Canvas Cloud Subscription- 227,890 Users	\$683,670
Catalog Cloud Subscription	Included
Canvas Subscription Training - Annual Unlimited	Included
24x7 Tier 1 Support (Faculty Only)	Included
Professional Services	
Resource 1: Strategic Customer Success Manage	\$0
Resource 2: Remote Administrator	\$80,000
Resource 3: Solution Consultant	\$0
BI DW Hosting, Maintenance, and Support	\$125,000
SUB-TOTAL YEAR 3	\$888,670

Year 4 Costs 7/1/2019--6/30/2020

Description	Total Cost
Subscription Services⁺	
Canvas Cloud Subscription- 227,890 Users	\$683,670

Catalog Cloud Subscription	Included
Canvas Subscription Training - Annual Unlimited	Included
24x7 Tier 1 Support (Faculty Only)	Included

Professional Services

Resource 1: Strategic Customer Success Manager	\$0
Resource 2: Remote Administrator	\$80,000
Resource 3: Solution Consultant	\$0
BI DW Hosting, Maintenance, and Support	\$125,000
SUB-TOTAL YEARS 4	\$888,670

Year 5 Costs 7/1/2020--6/30/2021

Description	Total Cost
Subscription Services⁺	
Canvas Cloud Subscription- 227,890 Users	\$683,670
Catalog Cloud Subscription	Included
Canvas Subscription Training - Annual Unlimited	Included
24x7 Tier 1 Support (Faculty Only)	Included
Professional Services	
Resource 1: Strategic Customer Success Manager	\$0
Resource 2: Remote Administrator	\$80,000
Resource 3: Solution Consultant	\$0
BI DW Hosting, Maintenance, and Support	\$125,000
SUB-TOTAL YEAR 5	\$888,670

Non-Recurring

Description	Total Cost
Subscription Services⁺	
Tier 1 Support Setup	Included
Premium Implementation	Included
Catalog Standard Implementation	Included
SUB-TOTAL Non-Recurring	\$0

Total Costs

Description	Total Cost
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Hosting Agreement with Instructure, Inc.

Year 1	\$1,137,365
Year 2	\$1,500,670
Year 3	\$888,670
Year 4	\$888,670
Year 5	\$888,670
TOTAL YEARS 1 - 5	\$5,304,045

*Subscription Services are governed by the Hosting Agreement between the parties.

BI DW Hosting, Maintenance and Support will be provided at the price quoted above for a minimum of five years after the delivery of the solution to Customer, provided Customer retains an active subscription contract with Instructure.

After the fifth year, the following applies:

- Instructure reserves the right to review and adjust hosting, maintenance, and support costs annually and will provide notice of changes.
- Either Instructure or Customer may opt out of continuing maintenance and support by providing written notice 60 days before the solution-delivery anniversary date. There will be no refunds provided if either party opts out of maintenance and support.

Business Intelligence Acceptance and Delivery

After each custom report deliverable has been developed and passed internal quality assurance testing, it will be staged to an environment accessible to Customer. Instructure and Customer stakeholders will review the deliverable and verify it performs as defined by the Customer.

- If no issues are found as a result of the review, the deliverable is considered accepted.
- After the review, Instructure will analyze any issues found and provide a timeline for resolution.
 - The acceptance period also will be complete when all issues are verified by the Customer as resolved or after Instructure notifies the Customer the last issue is resolved and reasonable attempts have been made to solicit Customer feedback.

After the last deliverable is accepted, the solution will be delivered (e.g., moved to Customer's production environment). Issues identified after solution delivery will be addressed as defined in the Maintenance and Support section, below.

Business Intelligence Maintenance and Support

Instructure agrees to provide maintenance and support to the Business Intelligence reporting solution as detailed below.

Included	Excluded
----------	----------

- Instructure Support Desk answering Customer's questions via Support Desk ticket system
- Instructure Professional Services fixing bugs reported by a Support Desk ticket. Bugs are defined as follows:
 - A feature or process that is not performing according to its description in this SOW, including instances that are the result of updates to Canvas' supported browsers
 - Solution outage
 - User access issue
- Hosting the solution, which includes scheduled tasks and running the custom solution code

- Any modifications to the existing solution logic
- Using changes to a third party application of which the solution could take advantage
 - Adding changes requires a separate SOW.
 - Instructure reserves the right to alter the solution's code to use any integrated application changes that meet its business needs while maintaining the solution's functional integrity. When initiated by Instructure, these changes are **not** charged to Customer.

APPENDIX A

This is a boilerplate template intended to be a starting point for a collaborative process to create a customized project plan for Broward County Public Schools.

Canvas Technical Implementation Timeline - Phase 1 Broward County Public Schools

ID	KICKOFF and Configuration	wks	wke	Week	Week	Week	Week	Week	Week	Week	Week	Week	Week	Week	End Date
				1	2	3	4	5	6	7	8	9	10	11	
0.1	Technical Scoping Call	1	1												
0.2	Send Technical Scoping Call Followup Email	1	1												
0.3	Instance Creation	1	1												
0.4	Admin Creation	2	2												
0.5	Goal and Strategy Call	2	2												
0.6	Project Team Definition	1	2												

0.7	Project Plan Creation and Customization	1	2																
0.8	Schedule Weekly Implementation Calls	2	2																
0.9	Deliver Project Plan	2	2																
ID SIS Integration																			
1.1	Review Pinnacle Setup strategy	3	4																
1.2	Provide, review and analyze Pinnacle setup documentation	3	4																
1.3	Determine Integration Structure	3	5																
1.4	Setup Connection	5	6																
1.5	Test Integration Connection	6	7																
1.6	Configure Integration in Production	6	8																
1.7	Test & Validate Connection in Production	7	8																
1.8	Configure Grade Passback	8	10																
1.9	Finalize SIS Setup	9	10																
Authentication																			
2.1	Review Authentication Types	1	1																
2.2	Configure Auth Settings in Canvas	2	4																
2.3	Provision Test Users	2	4																
2.4	Test and Validate Authentication Setup	3	5																
2.5	Finalize Authentication	4	6																
Branding																			
3.1	Review Branding Style Desired	6	8																
3.2	Apply branding in Theme Editor	7	8																
3.3	Create mobile login page branding	7	8																
3.4	Add Client to mobile drop down	10	10																
Course Migration																			
4.1	Identify Content	2	2																

Exhibit B – System and Product Specifications

System Hosting Instructure agrees to provide a fully hosted solution for the SBBC implantation and operation of the CANVAS learning management system and provide this service as a web-based and web-accessible system.

Hosting Environment Instructure must host SBB's CANVAS learning management system in a hosting environment that ensure maximum availability, reliability, and performance as further outlined in the SLA's in this agreement. This includes providing all necessary elastic and automatic scaling, geographic diversity of web, application, and database servers, and physical and vendor diverse network connectivity are part of the solution.

Scalability Instructure must provide throughout the term of the contract sufficient computing and connectivity resources within its control and offered as a part of the CANVAS solution to support the SBBC implementation and operation of the CANVAS learning management system. Should the demands of the District, its teachers, students, staff, and/or parent community, or the CANVAS application itself shift over time, CANVAS will make any and all necessary resource additions, moves, and/or changes needed to meet the Service Level Agreements included in this Agreement, and to ensure a high quality user experience for SBBC's constituent communities without disruption to, or degradation of, system availability and performance.

Business Continuity / Disaster Recovery Instructure must have in place at all times, and make available to SBBC staff upon request, fully developed and tested business continuity and disaster recovery plans. SBBC expects that these plans ensure system availability and system performance to meet the SLASs defined herein at all times throughout the term of the contract. Instructure agrees to work with SBBC and its staff to ensure that the District's business continuity and disaster recovery planning efforts align in principle and technically to those of Instructure wherever mutually beneficial and agreed to by both parties.

Branding Canvas will provide SBBC with the ability to brand the Canvas interface while still preserving the overall look and feel to provide a consistent user experience and user view. SBBC's branding of the Canvas interface can, if desired, apply the institution's colors and logo in the dashboard, course, and Canvas login screen. Different branding can be applied at each level of the organizational hierarchy of the District by using the root (institution-level) account and defined sub-accounts for institution, department, program, and other organizational units.

Each SBBC sub account will be able to have and manage its own Theme Editor, and will be capable of manage its own branding. Alternatively, branding can be applied by SBBC at the Root Account and propagated to Sub-Accounts automatically.

Account Provisioning/Roles Canvas will provide a fine level of granularity of user-role based access control with over 70 account- and course-level permissions.

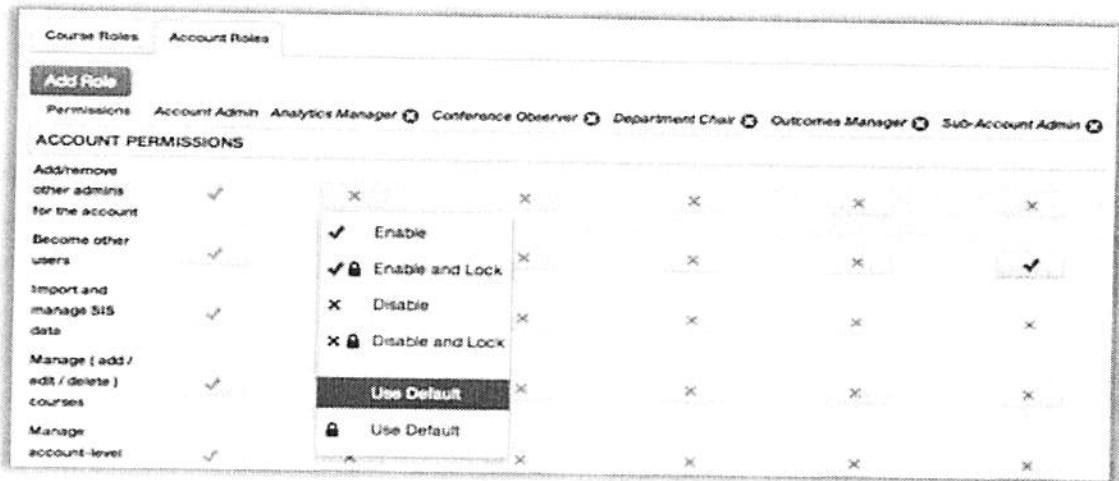
Canvas will provide six predefined Canvas user roles with default permissions— Administrators (Canvas Administrators), Teachers, TAs (Teaching Assistants), Designers

(Course Designers), Students, and Observers. SBBC will be able to modify the permissions of the predefined user roles as well as create as many new user roles as needed.

The Admin user role and institution-defined user roles with account-level administrative permissions will have a more comprehensive user view and scope. By default, the predefined Canvas Admin user role is granted all account- and course-level permissions. Additional account-level user roles can be defined by SBBC. SBBC will have the ability, if desired, to define several account-level user roles with only certain account-level permissions granted. SBBC may grant permissions to a Help Desk user role to “Modify login details for users,” “View statistics,” “Manage global announcements,” and “Become other users” but be denied permissions to “Manage account-level settings” and “Manage permissions.”

Permissions	Student	TA	Teacher	Designer	Observer
ACCOUNT PERMISSIONS					
Read SIS data	✗	✗	✓	✗	✗
COURSE & ACCOUNT PERMISSIONS					
Add, edit and delete events on the course calendar	✗	✗	✓	✓	✗
Add/remove other teachers, course designers or TAs to the course	✗	✗	✓	✗	✗
Add/remove students for the course	✗	✗	✓	✗	✗
Change course state	✗	✗	✓	✓	✗
Create and edit assessing rubrics	✗	✓	✓	✓	✗
Create student collaborations	✓	✓	✓	✓	✗
Create web conferences	✓	✓	✓	✓	✗
Edit grades	✗	✓	✓	✗	✗

Administrators can be restricted to sub-accounts with full administrative permissions limited to the sub-account and the constituent courses. The “Manage permissions” permission allows that user role to enable and disable (and optionally lock the setting) the permissions of other user roles as shown in the figure below.



When Canvas accounts and sub-accounts are used to replicate the organizational hierarchy of the institution, Sub-account Admin user roles can be defined at the department, program, and other organizational levels.

System Optimization - PeerApp Compatibility: SBBC uses a PeerApp network optimization / media acceleration solution to improve network performance and end-user experience in accessing and working with digital content delivered via the network(s). Instructure agrees to work with SBBC and PeerApp to ensure that activities conducted within, and digital content deliver through, the CANVAS learning management system are tuned to take advantage of the investment SBBC has made (and continues to make) in the PeerApp solution, and will not deliver a product to SBBC at any time throughout the term of the contract that will not work when PeerApp infrastructure is in place.

System Integration

- Pinnacle Gradebook

SBBC utilizes the Pinnacle Gradebook from Wazzle Solutions throughout all K-12 schools in the district. SBBC requires the establishment of a daily bi-directional data integration between Pinnacle and CANVAS such that all rosters and gradebook information will be in sync between the two applications. Instructure agrees to integrate the CANVAS learning management system with Pinnacle for the purpose of importing data that will control:

- a) Student and teacher user account creation in CANVAS
- b) Creation of course/sections in CANVAS
- c) Creation and maintenance of student rosters in CANVAS
- d) Creation of assignments per course/section in CANVAS
- e) Updating of assignment grades per course/section in CANVAS

Instructure agrees to integrate the CANVAS learning management system with Pinnacle for the purpose of exporting data that will control:

- a) Creation of assignments per course/section in Pinnacle
- b) Updating of assignment grades per course/section in Pinnacle

Instructure will support bi-directional data flows as described herein within 60 days of Wazzle supplying necessary required capabilities in the Pinnacle system.

- Identity Management / Single-Sign-on

SBBC is solely responsible for all activities arising from its User accounts in the Service, agrees to keep its passwords secure and confidential, notify Instructure promptly of any known or suspected unauthorized access, and may use the Service only in accordance with applicable law and regulation.

- SailPoint Identity Management System Integration

SBBC uses an Identity as a Service (IDaaS) solution provided by SailPoint. The product used is IdentityNow. Instructure agrees as a part of its solution implementation engagement to fully integrate its sign-on and related credentialing activities with SailPoint IdentityNow as being implemented at SBBC at no additional cost. The “Remote Administration Service” as referenced in the Statement of Work will include all necessary activities and duties associated with maintaining the integration between Canvas and the District’s SailPoint Identity Management System.

- Adherence to Identity Management Standards (AD, ADFS, LDAP, SAML, LTI, CAS, etc.

SBBC requires that Instructure adhere to common open standards used for user authentication and credentialing whenever and wherever possible within their solution to facilitate the simple movement between CANVAS, SBBC, and integrated third party applications.

Learning Object Repositories (LORs) SBBC expects that as part of the solution, Instructure provide a learning object repository. Additionally, Instructure agrees to provide integration opportunities with other third party LOR solution providers in Canvas. Integration with Canvas is the responsibility of the third party using open standards i.e. LTI, and API.

Specifically Instructure agrees to work with Amazon Inspire to provide unified search capabilities as enabled through Amazon Inspire API endpoints.

Office 365 Integration / Interoperability Integration of O365 with the CANVAS LMS solution must provide the following functions:

OneDrive for Business (Homework Submission) in which students can access their O365 files from their SBBC E1 academic licensed OneDrive for Business and submit them directly within Canvas where access to OneDrive for Business starts and ends currently via SBBC’s E1 academic licensing model. SBBC understands that this is different than the personal

OneDrive model, and students cannot access their personal OneDrive account via the Homework Submission LTI integration.

Integration with O365 must also include at no additional cost to SBBC the SSO Using O365 ID (Active Directory) or its SailPoint identity Now Identity Management Solution, browse their OneDrive for Business from the Course Navigation Menu, provide access to their O365 documents from within the Rich Content Editor via the Rich Content Editor toolbar, provide access to live documents within modules, access live O365 documents that students have submitted from the SpeedGrader interface. The “Remote Administration Service” as referenced in the Statement of Work will include all necessary activities and duties associated with maintaining the integration between Canvas and the District’s O365.

Google for Education Integration While SBBC has not adopted use of the Google for Education platform for district-wide use, Instructure must be able and willing to provide integration and support for the use of this toolset at any time during the term of the contract at no additional cost to SBBC.

- QTI Compliance / Assessments Instructure’s CANVAS assessment toolset must subscribe to generally adopted IMS Global QTI standards. Updates to standards as released by the IMS Global Learning Consortium will be evaluated by Instructure for future product updates.
- Other third party applications and LORs – (need to define this with Canvas)
- Browser Compatibility Instructure’s Canvas supports the latest two versions of Firefox, Safari, Chrome, and Internet Explorer. In addition, Canvas will have native mobile applications for iOS and Android.
- System Capability/Support for End User Devices and Equipment Canvas must run on Windows, Mac, Linux, iOS, Android, or any other device with a modern web browser.

Instructure Presentation of Assessment Platform and Reporting Tool. Instructure agrees to engage with Broward County Public Schools in the measurement of student learning and life behaviors as demonstrated in course and district-wide assessments. Instructure further agrees to outline a general timeline for the development and release of a next generation assessment and reporting toolset that collects quality learning evidence through learning assessments, provides feedback to students from teachers to improve work quality, and acts as a mechanism to create and deploy such learning assessments as created by teachers and other district personnel that is pushed to applicable schools and courses and classrooms.

Creation of Assessments. Instructure agrees to develop a toolset by which teachers and district officials may create and author an assessment tool to effectively measure student learning, across one or many courses. Creation includes, but is not limited to, the ability to author an assessment using the following item types:

Technology-enhanced Items. Instructure agrees to develop the following item types, at a minimum, to effectively engage students and measure learning in a course-based or district-wide assessment tool:

RELEASE PLAN	Existing	New Canvas Assessments Engine		
	May 2016	August 2016	August 2017	August 2018
Assessment Creation	X		X	
Assessment Deployment in a course	X		X	
Assessment Deployment across account(s)	X		X	
Assessment Taking	X		X	
Assessment Grading (Speedgrader)	X		X	
Autograding and regrading	X		X	
Assessment Item Analysis	X		X	
Item banking	X		X	
Assessment Item Types				
File Upload	X		X	
Fill-in-the-blank	X		X	
Hot Spot			X	
Likert Scale			X	
Matching	X		X	
Matching with drag and drop	X		X	
Simple Mathematics	X		X	
Formula-based mathematics	X		X	
Multiselect (Multiple Answer)	X		X	
Multiple choice	X		X	
Multiple dropdown	X		X	
Open-ended response	X		X	
Ordering	X		X	
True/False	X		X	
Multimedia	X		X	
Rubric-based grading	X		X	
Time-based accommodations	X		X	
Security-based deployment	X		X	
Printing			X	
Item-based feedback	X		X	
Survey functionality	X		X	
Page breaks and section breaks			X	
Custom reporting		custom	X	
Reporting across account/sub-account(s)		custom	X	
Hierarchy-based deployment		custom	custom	X
Hierarchy-based reporting		custom	custom	X
Assessment Platform Reporting		custom	custom	X
Future Item Types by Instructure or 3rd party support: Hot Text Interactions, Editing Task Interactions, Table Interactions, Evidence-based Selected Response				X

Items Types for Future Development

Item types not specifically mentioned in the aforementioned list will be considered for future development and release after completion of the current roadmap. These future item types include, but are not limited to, hot text interactions, editing tasks, evidence-based selected response, and table items.

Items not listed or included as an item for future development may be available through extensibility specifications Instructure may provide to third-party vendors and clients as a means to develop custom items that may meet specific assessment requirements not currently offered through the Instructure-provided toolset.

Distribution of Assessments Instructure agrees to provide a mechanism to securely distribute an assessment across one or many live/published courses. Features include, but are not limited to, the ability to set availability windows, filter IP addresses from which assessments may be accessed, and use of an access code to begin an assessment.

Course-based Deployment Instructors and other authorized users, such as instructional designers, may author and deploy assessments for use within a course.

Cross-course Deployment (Current Functionality) Using existing technologies and the account/sub-account infrastructure within Canvas, users may create and import a district-wide assessment to courses within Canvas and generate roll-up reporting across a district using existing third-party business intelligence tools to generate aggregate district-wide reports.

Hierarchy-based Deployment (Future Functionality) Users at top-levels of the hierarchy may create content and push a common assessment to users across a targeted collection of courses. Results, available less than 24 hours after submission, will roll-up across the hierarchy into persona-based reports and dashboards.

Administration of Assessments. Instructure agrees to provide a mechanism to administer and grade an assessment across one or many courses. Features include, but are not limited to use of speedgrader, response-based feedback, meeting student accommodations, and printing.

Speedgrader

Instructors may continue to make use of the Speedgrader as the primary grading mechanism for questions not enabled with autograde technology. Instructors may review score assessment attempts for students within a course.

Item-based feedback

Instructors may make use of response-based fields to provide answer-specific feedback to reinforce concepts tested by a specific test item. Response-specific feedback enables

students to receive direct and specific content on a given correct or incorrect response. Feedback may include text or media explaining an assessed concept.

Accommodations

Users requiring accommodations for time will be accommodated through course-specific settings that may be updated by instructors. Accommodations may be set as a specific numeric value (20 minutes) or a multiplier (1.5x time). Instructure also supports use of keyboard-only and screen-reader technologies. For more information, please review the accessibility within Canvas documentation.

Printing

Distribution of paper-based assessments will be included as future functionality in the testing engine roadmap. An instructor will be able to generate a printable assessment for use by a student. The assessment may then be manually submitted by the instructor on behalf of the student within the LMS using the *masquerade* feature. Use of camera-based grading tools are not a planned part of the Canvas roadmap; however, third-party toolsets may be available to meet this requirement.

Reporting

Instructure agrees to provide a mechanism to generate meaningful and actionable reports against data collected within a course or district-wide. Course-level reporting includes assessment-specific form- and item-based analysis. District-wide assessment includes roll-up reporting across a collection of courses. Reports generated may be persona specific: instructor, student, and observer (parent/guardian)

Course-based Reporting

Instructors may view course-based item analysis for an assessment as a browser-based report or downloaded CSV. Data includes average score, high score, low score, standard deviation, mean attempt time, grade distribution, Cronbach's alpha, difficulty index (p-value), discrimination index, point bi-serial correlation coefficient, top 27% performers/bottom 27% performers/middle 46% performers, and answer frequency. For more information, please review Canvas Quiz Item Analysis.

Cross-course Reporting (Current Functionality)

Using existing technologies and the account/sub-account infrastructure within Canvas, users may copy and import a district-wide assessment to courses within Canvas and generate roll-up reporting across a district using existing business intelligence tools to generate aggregate district-wide reports for use by administrators (district or campus

levels). If Broward exceeds the 5 included reports in the SOW, then collaboration with our Professional Services team to build these custom reports is required at a rate of \$175/hr.

Hierarchy-based Reporting (Future Functionality)

Users at top-levels of the hierarchy may create content and push a common assessment across a targeted collection of courses. Results, available less than 24 hours after submission, will roll-up across the hierarchy into persona-based reports and dashboards.

ADDITIONAL FUNCTIONALITY AND USER STORIES

Additional functionality and user stories will be discussed with the customer as development is ongoing. Addition of user stories and/or features to the Canvas product as part of this agreement are subject to Instructure approval, design, and implementation.

Exhibit C

Safeguarding the Confidentiality of Student Records and Information

The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The student personally identifiable information (PII) may be disclosed only in compliance with FERPA. Pursuant to FERPA, the information provided by SBBC shall be limited to that which is necessary to effectively serve the student.

Each party participating in this Agreement further agrees to:

- (1) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or as required or permitted by law unless the parent of a student provides prior written consent for their release. All shared student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.

- (2) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect the student information in accordance with FERPA's privacy requirements.

- (3) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement, and

- (4) Ensure that all employees, appointees or agents of each party to this Agreement who are granted access to shared student records will have successfully completed (a) the background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards and (b) a FERPA training webinar, as it may become available, at the U.S. Department of Education, Privacy Technical Assistance Center website: <http://www2.ed.gov/policy/gen/guid/ptac/index.html>, <http://ptac.ed.gov/> including, but not limited to, <http://www2.ed.gov/policy/gen/guid/ptac/pdf/slides.pdf>

Each party to this Agreement agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law. A breach of the confidentiality requirements shall constitute grounds for immediate

termination of this Agreement without advance notice. Any provisions within this Agreement concerning the resolution of disputes shall not be applicable to a breach of the requirements of this Exhibit "C."

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such student records are returned to The School Board of Broward County, Florida ("SBBC") or disposed of in compliance with the applicable Florida Retention Schedules and a written acknowledgment of said disposition is provided to SBBC.

Exhibit D – Course Migration

Customization, Branding, and Migration Instructure will provide specially ordered features that deliver the SBBC identity, look and feel of Instructure for the District. The custom features include:

- a. Bulk migration of all course material from Schoology and Blackboard in current IMSCC 1.2 format.
- b. Bulk migration of content from Broward Enterprise Education Portal (BEEP) if provided in a supported format.
- c. Consult on integration with other Learning Object Repositories (LOR) in addition to Amazon.
- d. Setting up the internal LOR within Instructure – considered to be the initial seeding of the LOR with BEEP lessons, other instructional materials, and individually vetted teacher materials.
- e. Setting up the tagging structures within the LOR
- f. Customized Templates with Broward LMS logo, color schemes, and grade level differentiation/ curriculum areas (Primary ES, Intermediate ES, MS, HS) by July, 2016.
- g. System integration, API consultation, and migration of supported content formats.
- h. At termination of Agreement, SBBC will have 6 months to access the content for migration purposes at no additional fees or other costs.

Exhibit E -Support

This exhibit describes Instructure's current support offerings. These terms are subject to change, but will not materially degrade.

STANDARD (included)

	STANDARD (included with paid subscription)	24/7 (additional fee)
TIER 1 SUPPORT	Institution provides Tier 1 helpdesk for all users.	Institution provides Tier 1 helpdesk for all users.
CONTACT	Admins can call Canvas Support from 6 a.m. - 6 p.m. Local Time, M-F. Admins can escalate tickets to Canvas Support in the Canvas Support ticketing system.	Admins can call Canvas Support 24/7/365. Admins can escalate tickets to Canvas Support in the Canvas Support ticketing system.
SLAS (80% WITHIN TIME SHOWN)	Two business days	Eight hours
NUMBER OF ADMINS	One*	Three*

	24x7 + Faculty Tier 1 (additional fee)	24x7 + Tier 1 (additional fee)
TIER 1 SUPPORT	Institution provides Tier 1 helpdesk for students; Canvas provides Tier 1 for faculty and staff.	Canvas provides Tier 1 helpdesk for all users.
CONTACT	Admins can call Canvas Support 24x7/365. Admins can escalate tickets to Canvas Support in the Canvas Support ticketing system. Faculty / staff users can contact Canvas Support directly by phone, live chat, or email / webform.	Admins can call Canvas Support 24x7/365. Admins can escalate tickets to Canvas Support in the Canvas Support ticketing system. All users can contact Canvas Support directly by phone, live chat, or email / webform.
SLAS (80% WITHIN TIME SHOWN)	One hour for webform / email tickets; 60 seconds for phone; 120 seconds for live chat	One hour for webform / email tickets; 60 seconds for phone calls; 120 seconds for live chat
NUMBER OF AOMINS	Three	Three

* More available at 0-500 / access / year

Technical Account Management

Support for Mobility Instructure must be available to users via mobile devices. SBBC recognizes that while access may be gained and some functionality may be offered in mobile web browsers, the best experience will be on the native mobile applications provided by Instructure to accompany the Instructure roll-out and throughout the term of the Agreement.

Incident Management.

- a. **Problem Severity.** When Instructure detects an incident or fault or SBBC reports one, Instructure assigns it a severity level:

Severity Level	Criteria
1	<ul style="list-style-type: none"> Instructure is down Users cannot access Instructure because of something within Instructure's reasonable control Sensitive data is accessible by unauthorized parties
2	<ul style="list-style-type: none"> Instructure is slow to a point where users cannot reasonably use it Users cannot use a critical feature or function, and no workaround exists
3	<ul style="list-style-type: none"> Users cannot use a critical feature or function, but a workaround exists
4	<ul style="list-style-type: none"> Users cannot use a non-critical feature or function A bug exists but does not prevent users from using the affected feature or function A workflow in Instructure is objectively suboptimal

- b. **Response Times and Resolution.** Following are the first-response and resolution times associated with each severity level. First-response times are measured from the point at which Instructure becomes aware of a given incident or fault.

Severity level	First-response time	Update intervals	Resolution time
1	Instructure will notify admins at affected institutions about the incident or fault within 15 minutes, or as promptly as possible.	Every 30 minutes, or as indicated in most recent update	Instructure will assign resources to address the incident or fault immediately, and they will continue to work on the incident or fault until it is resolved.

2	Instructure will notify admins at affected institutions about the incident or fault within 60 minutes, or as promptly as possible.	Every four hours, or as indicated in most recent update	Instructure will assign resources to address the incident or fault within two hours, and they will continue to work on the incident or fault until it is resolved.
3	<p>Instructure will notify admins at affected institutions of the incident or fault and the associated workaround within one business day.</p> <p>Instructure will respond to tickets submitted about the incident or fault within the first—response SLA associated with the support package a given institutions has selected.</p>	As indicated in first and subsequent responses	Instructure will assign resources to address the incident or fault within two business days. Instructure will develop and deploy a fix within two release cycles.
4	Instructure will respond to tickets submitted about the incident or fault within the first—response SLA associated with the support package a given institutions has selected.	Beyond first response, will respond to requests for updates	Instructure will review the incident or fault within five business days. The course of action from this point depends on the nature of the incident or fault, availability of resources, and current development priorities. Instructure may decide not to fix incident or fault when the impact is relatively minor, when the affected workflow is seldom used, or when a reasonable workaround exists.

Resolution times above are contingent on SBBC providing reasonable cooperation and assistance to Instructure as necessary.

Exhibit F – Districtwide Assessment Capability

Districtwide Assessment Capability

In order to increase the level of partnership between Broward and Instructure, Instructure will provide a monthly call with the Product Management team responsible for development of our quiz feature set. During these calls Instructure will cover current development progress, review beta features and discuss future directions. In addition, Broward will be provided early access to the new quiz features as a member of our beta program.

Common Performance Tasks. Vendor will provide facility for district (central office) staff to create common performance tasks for administration within a specified window to all students within a given grade level and subject. Items included in the common performance tasks will be secure and not otherwise accessible to school-level teachers and administrators unless access is granted by central office.

Standard reporting on:

- a. Instructure shall provide tools for reporting on, but not limited to, student progress with regard to standards and instructional goals, classroom assignments, teacher- created assessments, district-created common assessments, and user access (frequency and duration).
- b. All standard reports generated by Instructure must be available at the appropriate level of aggregation according to the user's role: individual student (each student sees own data), parent (own child's data), and classroom teacher (each student separately and summarized by class and instructional group),

Custom reporting on:

- a. Provide facility for the District to create custom reports that draws upon data collected within Instructure as well as data imported from external sources.
- b. Host a district-designed custom report template that is populated with state standardized assessment scores, interim assessment scores, course grades, and supports for student-specific instructional planning. The report allows for teachers to design, record, store, and retrieve customized instructional plans. Report is to be accessible to teachers, students, and parents. Instructure shall report on completion of these student-centered customized instructional plan reports, as well as frequency and duration of access.
- c. Aggregate reporting as the building administrator (each student separately and summarized by teacher, class, instructional group, and other student groupings as selected), and district level staff (summarized across schools and disaggregated by school, teacher, class, instructional group, and other student groupings as selected) may be made available through Instructure customization.
- d. Reporting shall be available by mastery of individual standard as well as by combined performance.

- e. Reporting shall identify students at-risk and highlight specific areas of need for each student as to support instructional planning. Reporting shall also highlight opportunities for acceleration for students who are not at-risk.
- f. Reporting shall provide longitudinal and between groups comparative summaries for selected groups.

Data on student progress with regard to standards and instructional goals collected through the normal use of Instructure will follow the student and be accessible to current teachers as he or she changes schedules, classrooms, or transitions between schools. Assessment data from common assessments and/or any statewide standardized assessment imported to Instructure will persist across school years so that it is accessible to support instructional planning and intervention.

Exhibit G – Training

Training. Instructure will provide differentiated professional development based on specific user groups. Instructure and the SBBC will work together to co-create the training and deliverables. All training identified below will be a part of the premium training package with a total of two hundred twenty (220) training days. Phase one training will be delivered to approximately: 1000 school-based instructional personnel; 150 district and school-based administrators; 20 system administrators, instructional technology staff, and help desk; and 150 district professional development facilitators, online content designers, curriculum, and instructional facilitators in 2016-2017. Phase two training will be delivered to the remaining personnel in 2017-2018. Instructure will provide transfer of knowledge to BCPS IT and Instructional staff. The system training for District staff will incorporate a train-the-trainer approach to prepare BCPS staff for delivering training to teachers and other applicable staff as needed. Cost for any additional training determined as necessary by SBBC exceeding 220 training days will be at the rate of \$3,000/day and requiring 3 consecutive days of training. Each onsite day includes up to six hours of training or consulting, a single-trainer, and up to thirty-five (35) participants per session. All unused onsite training and consulting days are pre-paid and expire twenty-four (24) months from Agreement date. All training described below is intended to be feature function oriented and specifically relevant to Instructure, i.e. not designed to be trainings on effective usage of Bloom's taxonomy in education.

System Administrators, Instructional Technology, and Help Desk Technical Training- 20 participants. Instructure agrees to provide - 6 days of onsite (Broward County) face to face technical training to SBBC I&T staff. Topics covered must include, but not limited to, (at varied and mutually agreed upon amounts) the following areas of concentration: System Administration, Identity Management and Credentialing, Content Development and course/resource import and migration, API use and integration, Office 365 Integration and enhancement. As a part of this Agreement, Instructure agrees to annually provide four (4) complimentary registrations for the InstructureCon user conference for SBBC staff. **System Administrators** (IT and Instructional Technology staff) will also be able participate in the Instructure standard webinar series. After training participants will be able to perform the following:

- System administration tasks
- Identity management and credentialing
- Assign roles and permissions
- API use and integration
- Content development
- Course/resource import and migration
- Bring in content from thin cartridge, from other LMSs, from other LORs
- Single sign on integration – SailPoint Identity Now
- Rostering via Clever or One Roster
- Create district-wide assessments and performance tasks
- Basic management
- Apply updates

- Office 365 integration and enhancement
- Utilize Instructure documentation
- Interact with the user community
- Effectively use the help ticketing system

Instructional Technology Specialists, Curriculum Supervisors, and Instructional Facilitators, Approved Teacher Developers, Professional Development Designers, and Online Course Designers – (150) – On-site visit – two days training from Instructure plus participation in the Instructure standard webinar series – Provides teachers with course development strategies based on application of well-established instructional design principles. Discussion will center on how Instructure course elements such as modules, assignments, discussions, and quizzes are used to accomplish the outcomes of good course design. After training, participants will be able to perform the following:

- Create Templates – elementary, middle, high
- Implement best practices
- Understand and use folder structure
- Customize course
- Utilize and store content in the LOR
- Tag content
- Webinar material deliverables
- Create and use assessments
- Create and monitor reports and analytics
- Employ Universal Design for Learning
- ESOL Accommodations – WIDA standards
- Create a system environment that is FERPA compliant
 - Templates – elementary, middle, high
 - Best practices
 - Folder structure
 - Course customization
 - LOR
 - Tagging content
 - Webinar deliverables

Teachers in Phase 1 (10 teachers at 100 schools = 1,000 total teachers)– Onsite visit – two days training plus participation in the Instructure standard webinar series – Provides teachers with an overview of basic Instructure functionality, including account settings, notification preferences, messaging students uploading files, editing pages, customizing the course navigation, and building assignments. Participants also learn the basics of quizzes, discussions, analytics, and grading. After training, participants will be able to perform the following:

- Teachers and administrative users build or select standards-based assessments.
- Teachers and students employ a standards-based gradebook and track progress.
- Teachers and students access a variety of resources (e.g. district curriculum, learning apps, Publisher’s content) from external sources, (e.g. LORs, LTI tools).

- Teachers and students access relevant information on individual students that can be used in the classroom.
- Students store and share their work with anyone through the platform.
- Teachers and administrative users build and import course templates and content collections.
- Create an announcement
- Create and grade a discussion board item
- Teachers design and build standards-based lessons and assignments. Create a unit and within the unit:
- Create a lesson tied to standards
- Create a grade item tied to standards
- Create an assessment tied to standards
- Create a group project tied to standards
- Import images
- Import and embed video
- Create question types (Technology enhanced items TEI) tied to standards found on FSA

Online pedagogy from the district to be embedded in training:

- Using audio capabilities
- Grade assignments
- Tagging structure
- Folder structures to manage content
- Understand the functionalities of the system: calendar, pushing out information to specific students, emailing students and parents from within the system, gradebook reports based to standards (students in class against grades tied to standards), etc.
- Archiving courses
- How to use collaboration tools within the LMS
- Course customization
- Online pedagogy from the district to be embedded in training:

District Pedagogy

- TIM observation/ TIM matrix
- Digital Citizenship
- Personalized Learning
- Blended Learning
- Universal Design for Learning
- ESOL Accommodations – WIDA standards

School Administrators (240) – 2 administrators from each of the 100 schools – Onsite visit – 3-hour training plus participation in the Instructure standard webinar series – Prepare School Administrators on how to implement and adopt Instructure in their school. Participants will learn how Instructure can be an effective communicator and collaborator with faculty and staff in the

building and how teachers can leverage these tools with their students and parents as well. Administrators can set up their own course for flipping faculty meetings, lesson plan submissions, surveys among the faculty and District/State Institution Policies and Procedures Documentation. After training, participants will be able to perform the following:

- Reviewing assignments
- Reviewing discussion boards
- Reviewing gradebooks
- Generating reports
- Webinar material
- TIM observation
- Digital Citizenship
- Assessments
- Reports and Analytics
- School-based PLCs

Support and Service Level Agreements. Instructure will assign a primary point of contact as the technical resource to support the BCPS account. BCPS requires that primary technical resource will respond to calls or emails within the agreed upon service level agreements to support the resolution of technical issues and troubleshoot all other issues and requests. During the first thirty (30) business days of deployment (“go live” testing period), BCPS requires immediate availability during BCPS hours (7:00 a.m. – 5:00 p.m., Monday-Friday ET). BCPS will reserve the right to review changes in the primary point of contact assigned and to concur with replacement recommendations.

Instructure will provide the following Help Desk Support:

- 24/7/365 Tier 1 Support
 - Help Menu with BCPS Hotline
 - Live Chat
 - Ticketing system
- Reliable Help Desk Statistics
 - Easy to locate, up-to-date training resources available online and in hard copy formats
 - Training materials utilizing multi-media (images, video, audio, etc.)
 - Availability of Help Desk Logs
 - Availability of Help Desk Procedures in online and hard copy formats

Instructure will support the initial data migration and validation process.

Instructure will provide and will manage a separate test and training environment.

Instructure shall provide a user guide for all users with comprehensive information related to test administration, generating and reading reports.

Service Level Agreements.

- **Call time to answer**– The number of seconds it takes any user from the organization to connect with the service provider’s contact center representative – 30 seconds 85% of the time

- **Call abandonment rate** – the proportion of calls that come into the service provider’s help desk that either hang up or are disconnected before the service provider’s agent answers the phone (wrong number immediate hang-up exclusion) - less than 5% to 7% of calls abandoned
- **First call resolution rate** – first contact completion applies when the first person that the customer reaches answers the question, resolves the problem or dispatches service where appropriate, for resolution -- 80% of calls are resolved in the first call, with no related rework
- **Follow –on calls** due to problem repeated after initial fix failed -5% of calls 99% of the time
- **Phone Wait** 85% in 30 seconds
- **Online Wait** -80% of chat requests answered in 120 seconds or less
- **Email ticket response** - 80% of tickets or emails responded to in 60 minutes or less
- **Service desk availability** - 99.70%
- **Online Instructure Help Center** -24/7/365
- **Online Form – email and help desk ticket response** 80% of tickets and emails responded to in 60 minutes or less
- **Email support escalated to second and third tier** - 8-hour response time
- **Toll Free Support for LMS Administrator** - 24/7/365
- **Authorized Admin Support Accounts** – 3
- **Customer Satisfaction** - measures the performance of the service provided to end user or customer. Used to identify end user’s opinion of service performance. The results are used to identify and resolve any issues and problems - 80% (4.0 on a scale of 5.0)
- **Incidents per user per month** - measures the performance of the help desk based on the service provider’s ability to implement automation, predictive tools and user self-help -- Perform at a 10% improvement each year to the level of 0.6
- **Account/User Administration – setup** – Measures the performance of the help desk based on setting up user access administration - one day 99% of the time
- **Account/User Administration – change**– Measures the performance of the help desk based on changing user access administration - one day 99% of the time
- **Account/User Administration – emergency** – Measures the performance of the help desk based on setting up or terminating user access administration - 30 minutes 90% of the time
- **Password reset** – Measures the performance of the help desk based on password reset -30 minutes 95% of the time
- **Delete user accounts (including emails)** – Acceptable time for deletion of access authorizations and codes for the organization or service provider - One day
- **Priority 1: Mission-Critical Impact – multiple users down** – Number of hours until resolution - two hours, 90% of the time
- **Priority 2: Major Impact, single user down and other users affected** – Number of hours until resolution - Eight hours, 95% of the time
- **Priority 3: Moderate impact, single user down and a few others capable of performing required tasks** – Number of hours until resolution - Two days, 95% of the time

- **Priority 4: Minor impact, one user down and many others capable of performing required tasks** – Number of hours until resolution - Three days, 90% of the time
- **Time to Respond** – Notify service recipient that Priority 1 or Priority 2 issues are being worked on - 90.00% of the time, less than 15 minutes or immediately for Priority 1, one hour for Priority 2, and four hours for all other priority levels
- **File Restoration (Disaster Recovery)** – Number of business hours until completion from time of notification by organization - Four hours, 95% of the time
- **Move, Add or Change (MAC) Including Disposal** – Within the number of SLA business days from time of notification by the organization for standard and nonstandard products - Five days, 90.00% of the time
- **Virus Definition File Release** – Number of business days until the virus definition file is released from the time of release from the virus security company - One day, 95.00% of the time
- **Messaging Availability** – The percentage of the time that the messaging server is available for normal business operations, including Microsoft Exchange and Lotus Notes
- 99.00