



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	Jun 15 2016 10:15AM - Regular School Board Meeting	Special Order Request	<input type="radio"/> Yes	<input checked="" type="radio"/> No
ITEM No.:	AGENDA ITEM	Time		
FF-2.	OPEN ITEMS			
	CATEGORY			
	FF. OFFICE OF ACADEMICS			
	DEPARTMENT	Open Agenda		
	Innovative Learning and Arts	<input checked="" type="radio"/> Yes	<input type="radio"/> No	

TITLE:
Agreement between The School Board of Broward County, Florida and Instructure, Inc.

REQUESTED ACTION:
Request approval of the agreement with Instructure, Inc. for Canvas Learning Management System.

SUMMARY EXPLANATION AND BACKGROUND:
After more than 18 months of extensive research and review of learning management systems and learning object repositories, the Office of Academics and the Information & Technology Department recommend 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 in the Broward County Public Schools digital ecosystem. See Supporting Docs for continuation of Summary Explanation and Background. This contract has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:
The financial impact to the District over five years is \$5,304,045. The financial impact year one is \$1,137,365 and will come from the State Digital Classrooms Plan allocation.

EXHIBITS: (List)
(1) SUMMARYEXPL_BACKGROUND REV (2) Executive Summary (3) FF_2 Instructure Contract (4) Digital Classroom Platform (5) District Digital Classroom Plan

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Daryl Diamond, Director	Phone: 754-321-2620
Name:	Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title
Daniel Gohl - Chief Academics Officer

Signature
Daniel F. Gohl
Wednesday, June 08, 2016 1:54:56 PM

Approved In Open Board Meeting On: JUN 15 2016
By: *Rosalind Orgead*
School Board Chair

See Supporting Docs for continuation of Summary Explanation and Background

The goal for this platform is to offer BCPS schools instructional applications, instructional frameworks, a digital content repository, unit and lesson plans, activities and assessment items aligned to Florida Standards. From a searchable repository, teachers and students will have access to educational content that has been vetted by curriculum experts to meet content quality standards.

The BCPS learning management system will serve as the place BCPS teachers and students can go to access quality content, collaborate with their peers, demonstrate progress – all in one location, following each student through his or her learning paths. This agreement is pending approval as to form and legal content by the Office of the General Counsel.

EXECUTIVE SUMMARY

Below is an Executive Summary for the contract for the recommended Learning Management System (LMS) for the School Board of Broward County Schools Florida, in which BCPS teachers and students can go to access quality content, collaborate with their peers, demonstrate progress – all in one place, following the student through his or her learning paths.

Status	<p>The need for a gateway for teachers and students to access the many digital resources and applications in the BCPS ecosystem was initially addressed by the Schoology Pilot.</p> <p>After more than 18 months of extensive research and review of learning management systems and learning object repositories, the Office of Academics and the Information & Technology Department have determined that Instructure’s Digital Classroom Platform, entitled Canvas, best meets the current and future needs of teachers and students in their daily activities related to teaching and learning.</p>
Funds Requested	\$1,137,365 for year one.
Financial Impact Statement	<p>The financial impact to the District will be \$5,304,045 over a five- year period. The annual allocation by the Florida Department of Education for the state’s Digital Classrooms Plan for school districts will be the source of funding for the learning management system.</p>
Schools to be Added	<p>Schools have been identified based on their current use of a learning management system and their involvement with specific digital programs: e.g., Digital Classrooms (D3, D4, D5), LEEO schools, teacher websites. Other participants will be obtained through an application process.</p>
Managing Department/School	Innovative Learning and Arts
Source of Additional Information	<p>BCPS/ Instructure Contract, BCPS/ Instructure Statement of Work (SOW) and the Digital Classrooms Plan, Digital Classroom Platform Selection Power Point.</p>
Project Description	<p>A learning management system is an online software environment that can be used by educators and students to give everyone involved in a child’s education the information, digital tools, and resources they need to learn together — both inside and outside the classroom.</p> <p>The BCPS Learning Management System (LMS) will serve as the place where BCPS teachers and students can go to access quality content, collaborate with their peers, demonstrate progress – all in one place, following the student through his or her learning paths.</p> <p>A “platform” approach will ensure BCPS is never locked into a closed solution that cannot exchange information. Canvas is a quality product that will be provided to schools in two phases: Phase 1 will be to selected schools based on their specific digital programs, and then in year 2 to all</p>

schools. Funds that were previous spent by schools on their own independent solutions can now be reallocated to other educational needs.

Currently, Broward County Public Schools utilizes multiple learning management systems to deliver blended and online courses to students and teachers. The decision to standardize on a single platform across the District will enable us to conserve financial and human resources while delivering unified training and support. For the past 18 month both a Learning Management System Task Force and a Steering Committee, along with District educational technology partners, identified needs and determined requirements for the implementation of a district-wide learning management system.

We assessed the market for the appropriate learning management system through a Request for Information (RFI). The RFI was designed to collect information from suppliers and vendors focusing on the vendor capabilities, skills and experiences. The purpose of the RFI was to share digital classroom foundational activities currently underway across BCPS and to share our vision for technology enabled teaching and learning. The RFI allowed us to discover the landscape of interested vendors and learn about how their applications support and enhance teaching and learning. We then used the information provided by the vendors to determine the appropriate “solution scenario options” that would include types of applications that could be included in the future landscape.

There were about 70 vendors and organizations that responded to the RFI, with 46 offering digital tools/applications/platforms. We gathered vendor product development plans, technical architecture, and implementation approaches to better predict implementation, cost, and professional development support.

Based on our needs, a short list of vendors were invited to participate in the RFI. Factors that were taken into consideration were: the learning platform itself, Office 365 integration capabilities, standards-based gradebook, assessment management, application center, learning object repository, curriculum management, ePortfolio, and current use in BCPS classrooms. These vendors included:

- Blackboard
- Edsby
- Desire2Learn
- Mobiliya
- Instructure (Canvas)
- Itslearning

- Schoology

We prioritized our needs into three categories: (1) Vendor Mandatory Requirements, (2) Functional Mandatory Requirements, and (3) Technical Mandatory Requirements. Vendor mandatory requirement included the ability for the learning management system to be deployed to all teachers and students, that the vendor has experience with the intricacies of large school districts, and that they would provide implementation support. The functional requirements included the vendor's ability to support teacher and student needs, to support high quality classroom instruction, and to support our vision for personalized learning and the use of technology to enhance academics. Technical requirements included accessibility to users wherever and whenever they want, meeting regulatory and security requirements, and that the learning management system would fit within the District's current applications and architecture.

Members of the Learning Management System Task Force and Steering Committee, along with the District's educational technology partners were invited to view the final three vendors: Its Learning, Schoology, and Canvas. These vendors presented their functional capability and their detailed technology integration requirements. Observers were asked to assess each management system's ability to support their area of expertise, as well as the system's ability to design instruction, deliver instruction, act on results, navigate learner pathways, synchronize learning activities, and embrace student expressions. Within each presentation, time was allotted for conversation amongst observers to share thoughts and concerns. These meetings took place at two locations: KC Wright building and Lauderdale Manors Media Center.

Teachers, parents, students, community members, and principals tested and evaluated Schoology, Its Learning, and Instructure (Canvas) over two nights at Harbordale Elementary School. Demonstrations were presented from three different perspectives: beginning teacher, experienced teacher, and student/parent. Each observer selected the appropriate role and viewed the corresponding presentations, explored the platforms, and then evaluated the presentation, ease of use, and capabilities. The data collected from all presentations indicated that the software that received the highest approval rating in every category from ease of customizing curriculum, to managing student grades, to tracking student progress was Canvas.

In accordance with School Board Policy 3320, Purchasing Policies, Part II, Section H, for this purchase states, "The requirement of requesting competitive solicitations from three or more sources is hereby waived as authorized by Chapter 6A-1.012, (F.A.C.) State Board of Education

	<p>Administrative rules for the purchase of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where the such materials are purchased direct from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution. Purchase in excess of \$50,000 for commodities or services, which competitive solicitations have been waived, require School Board approval.</p> <p>In accordance with School Board Policy 3320, Purchasing Policies, Part VI (Technology), Section (C) (5c), Direct Negotiation, using this option, specifications, projected quantities and terms and conditions is a basis for negotiation of this contract which best fits the needs of the District. This procurement is brought to the Board for approval. The funds to pay for this software application are coming from the Digital Classrooms Plan allocations. This procurement meets with the District’s Strategic Plan goal for high-quality instruction.</p> <p>As of November 5, 2015, the State University System of Florida Board of Governors selected Instructure’s Canvas as the standardized learning management system. Now colleges and universities within the state university system of Florida can opt in to use Instructure’s Canvas as part of the state university system’s “2025 Strategic Plan for Education”. Our purchase of Instructure’s Canvas will prepare all of our students for post-secondary online work throughout the state of Florida.</p>
Evaluation Plan	<p>The LMS incorporates assessment criteria that will be used by the District to evaluate the integration of digital content and technology into classrooms. As part of the Digital Classrooms Plan, the Technology Integration Matrix (TIM) will be the electronic observation tool that the District will use to measure teacher technology integration across five levels and within five different types of learning environments. Multiple software programs will be purchased as part of the Digital Classrooms Plan and will be accessed through the LMS. Measures of student performance with keyboarding and digital literacy skills will be collected from second through eighth graders and reported out through the Digital Classrooms Plan through a digital tool called Learning.com. Two other digital tools that will be used through the LMS for literacy development include Vocabulary.com and Newsela. Phase 1 of the implementation plan will take place through the 2016-2017 school year and we will be able to monitor the development of the number of online/blended</p>

	courses, performance tasks, online assessments, and teacher and student usage of the learning management system.
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HOSTING AGREEMENT

THIS AGREEMENT is made and entered into as of this ~~12~~¹⁵ day of ~~May~~^{June}, 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 Rosalind Osgood

Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School
Board of Broward County, Florida, ou=Office of
the General Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Reason: Instructure, Inc. - Learning
Management System
Date: 2016.06.07 18:10:16 -04'00'

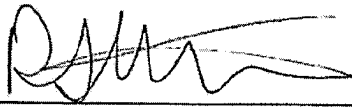
Office of the General Counsel

FOR INSTRUTURE


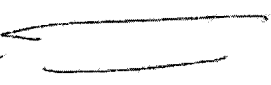
(Corporate Seal)

Instructure. Inc.


ATTEST:

By  _____

, Secretary

 -of- 

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

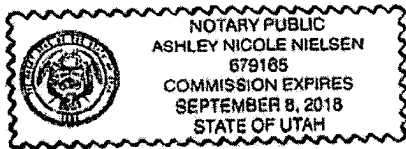
COUNTY OF Salt Lake

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 contact 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"> 1. Organizes internal resources for the technical implementation of Canvas as well as other Canvas-related projects. 2. Promotes and fine-tunes the Customer's organization's vision of Canvas. 3. Reports key decisions and project status to stakeholders in your organization. 4. Encourages accountability to project timelines. 	Planning, Strategy, and Coordination. Training scheduling. Decision-making.
IT Administrator	<ol style="list-style-type: none"> 1. Works with users to grant permissions and define access to systems. 2. Own or facilitate support ticket process for Canvas. 3. 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"> 1. Works with your Canvas implementation consultant to provision SIS data into Canvas and export grades out of Canvas into your SIS. 2. 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"> 1. 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"> 1. 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
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Hosting Agreement with Instructure, Inc.

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
-------------	------------

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												
	Send Technical Scoping Call Followup														
0.2	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												

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

Migration Strategy (BB and Schoology)		
Identify Courses to be Migrated and Course Source		
4.2	3	5
Create Course Shells in Canvas		
4.3	5	7
Export Courses from Current LMS		
4.4	5	8
Import Courses into Canvas		
4.5	7	10
Validate Imported Course Content		
4.6	10	12
Training		
Schedule Canvas Trainings (Training Subscription)		
5.1	2	12
Support		
Review Support Package (tier one)		
6.1	2	2
Identify and Setup Support Admin(s) for Instructure Support Desk		
6.2	3	4
Verify Service Cloud Access and Check for Process Understanding		
6.3	4	6
Setup Tier One KB (Tier One ONLY)		
6.4	7	10
General Tasks		
Set up instructor Sandboxes		
7.1	2	2
Set up Sub-Accounts		
7.2	3	6
Canvas Data Setup		
7.3	10	12
Instance Cleanup (remove test data)		
7.4	3	4
Implementation Health Check		
7.5	6	6
Configure BCPS Data Warehouse *		
7.6	5	10
Configure Office 365 *		
7.9	3	5
Configure Naviance *		
7.10	4	6
Configure Ellevation *		
7.11	5	7
Configure Easy IEP *		
7.12	6	8
Configure My Learning		
7.13	7	9

Plan *														
7.14	Configure Teaching Strategies Gold *	8	10											
Project Closing														
8.1	Define Support Channels	10	23											
8.2	Formally Close Implementation and Open Adoption Phase	12	23											
8.3	Distribute Closing Email Implementation	12	23											
8.4	Update internal client database and internal Lessons Learned	12	23											
8.5	Distribute Closing Survey Implementation	12	23											

*Starred items need additional discovery in order to determine appropriate timelines.

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.

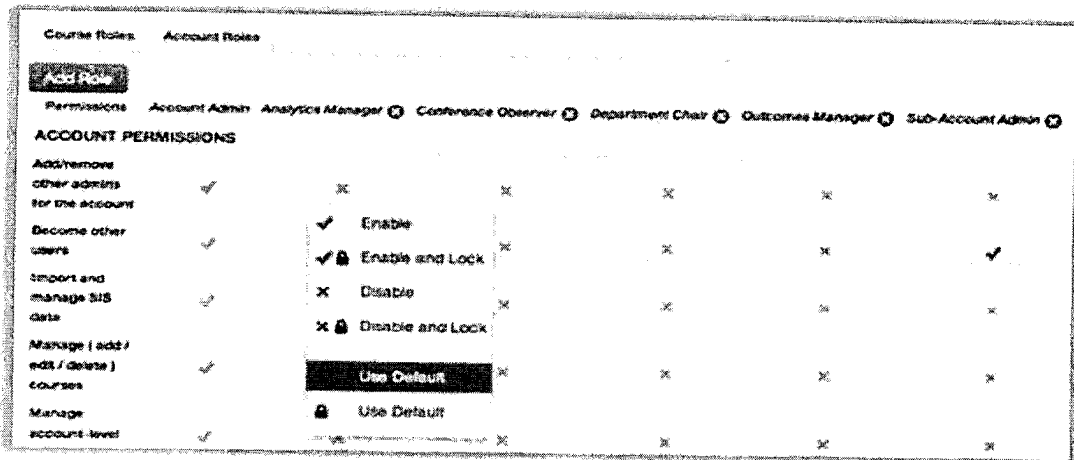
Canvas will provide six predefined Canvas user roles with default permissions—
Administrators (Canvas Administrators), Teachers, TAs (Teaching Assistants), Designers

(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:

- Student and teacher user account creation in CANVAS
- Creation of course/sections in CANVAS
- Creation and maintenance of student rosters in CANVAS
- Creation of assignments per course/section in CANVAS
- 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:

Assessment Item Type	Available	New Course Assessment Modes		
		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	
Auto-grading 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*

	24h + Faculty Tier 1 (additional fee)	24h + 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 24h/365. Admins can escalate tickets to Canvas Support in the Canvas Support ticketing system. Faculty and Staff users can contact Canvas Support directly by phone, live chat or email workflow.	Admins can call Canvas Support 24h/365. Admins can escalate tickets to Canvas Support in the Canvas Support ticketing system. Admins can contact Canvas Support directly by phone, live chat, or email workflow.
SLAS (80% WITHIN TIME SHOWN)	One hour for workflow / email tickets; 60 seconds for phone; 120 seconds for live chat	One hour for workflow / email tickets; 60 seconds for phone calls; 120 seconds for live chat
NUMBER OF ADMINS	Three	Three

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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

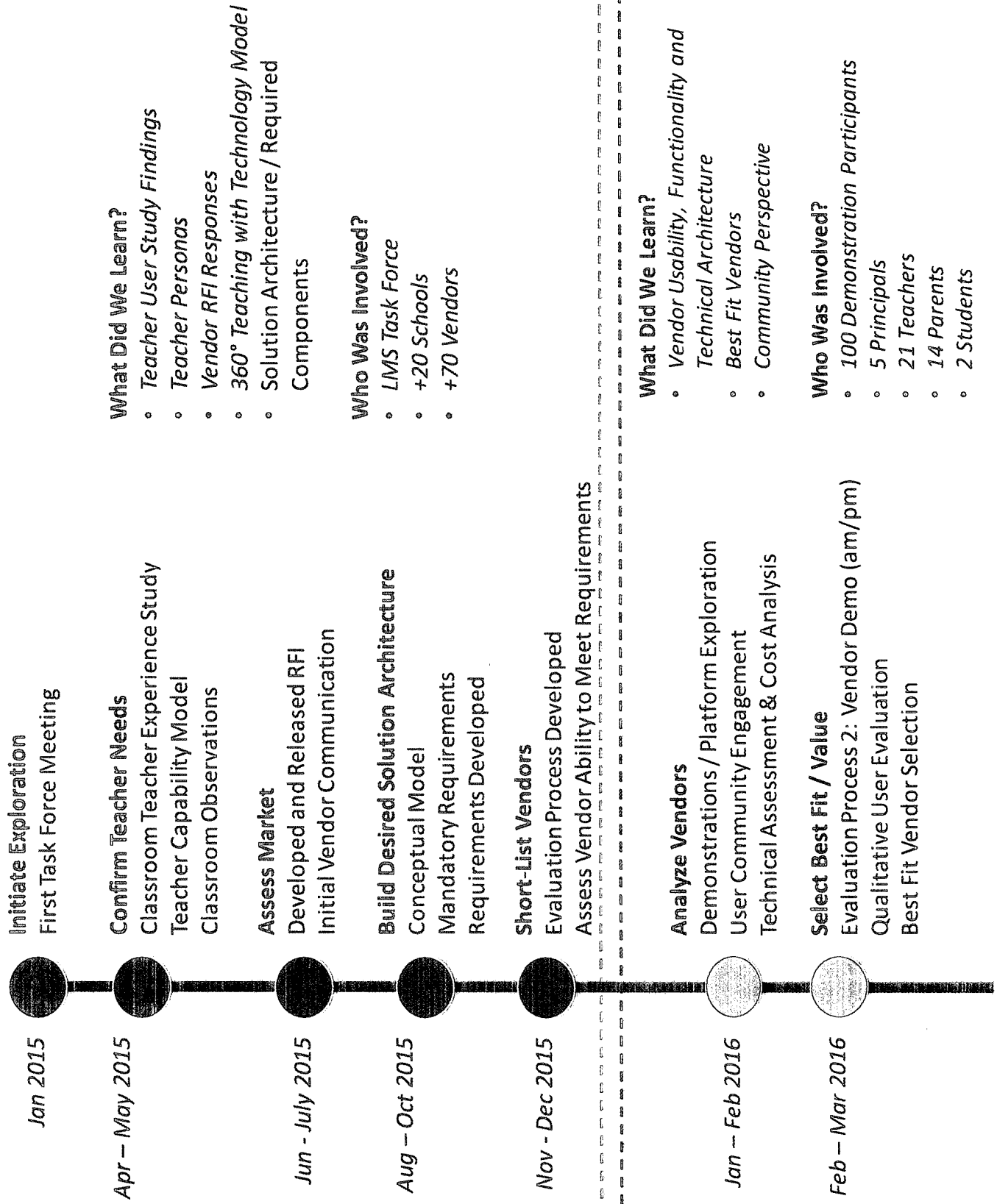
- **Call abandonment rate** – the proportion of calls that come into the service provider’s help desk that either hang up or are disconnected before the service provider’s agent answers the phone (wrong number immediate hang-up exclusion) - less than 5% to 7% of calls abandoned
- **First call resolution 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

Digital Classroom Platform Selection Process



Digital Classroom Platform Selection



LMS Task Force

Purpose: To provide oversight and direction to the project based on personal experience and current role

- **Goal:** Provide feedback and advisory support to the project team through monthly Steering Committee meetings
- **Goal:** Provide input in the creation of Digital Classroom Platform outputs
- **Goal:** Review outputs, results and provide additional direction as appropriate
- **Goal:** Highlight risks or issues with the project team’s direction.

Members:

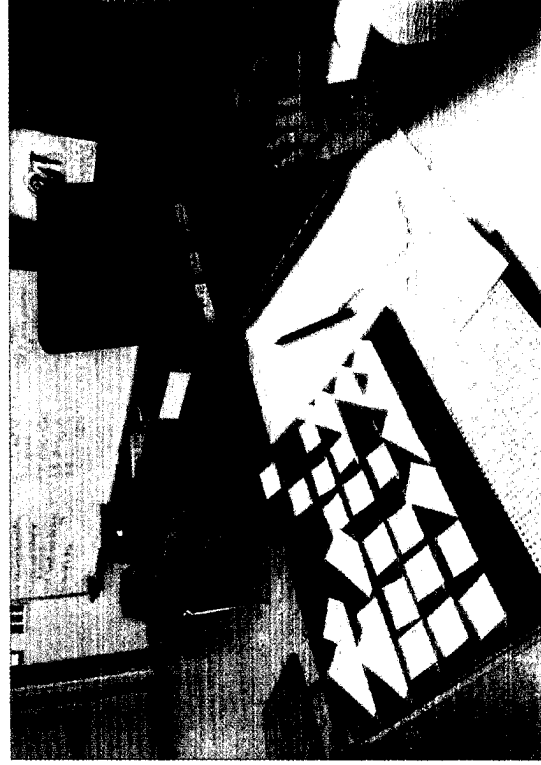
OSPA

Instruction & Technology
Student Assessment and Research
Professional Development
Standards and Support
Guidance
School Counseling
Literacy
Math, Science and Gifted
ESE
ESOL
Principals
CTACE
Diversity, Prevention & Intervention
Teachers
Innovative Learning and Arts
Early Childhood

We started in the classroom...



- Performed classroom-based teacher experience study (1 month in classrooms) to observe students and teachers in over 20 schools.
- Purpose was to obtain a firsthand account of BCPS teachers' needs and challenges, understand their collective experience, and describe their point of view on the tools and technologies in their classroom
- Based on Marzano's key strategies for effective teaching, compiled findings to outline teacher activities that involve routine events, address content, and those that are enacted on the spot.
- Developed teacher personas to illustrate the broad spectrum of teachers as technology users.
- Created a 360° Teaching with Technology Model to describe how technology can expand options to accelerate and personalize learning for BCPS students.



Schools involved in the Teacher Experience Study

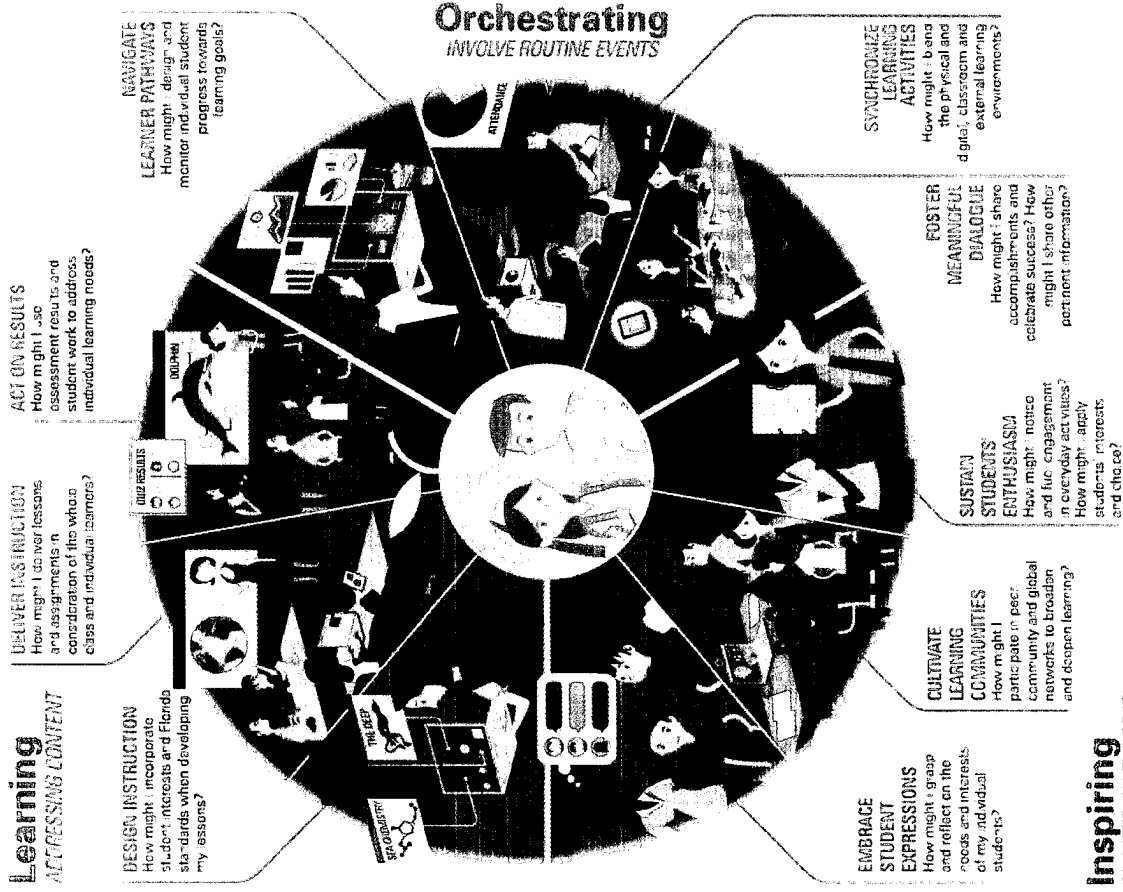
- Coral Park Elementary School
- Cypress Elementary School
- Deerfield Beach Elementary School
- Hawkes Bluff Elementary School
- Hollywood Hills Elementary School
- Indian Trace Elementary School
- Maplewood Elementary School
- Sunset Lakes Elementary School
- Crystal Lake Middle School
- Deerfield Beach Middle School
- Lauderdale Lakes Middle School
- Seminole Middle School
- Silver Trail Middle School
- Walter C. Young Middle School
- The Quest Center
- McArthur High School
- Miramar High School
- Northeast High School
- Sheridan Technical High School
- South Plantation High School

What We Learned...

“Personalized learning seeks to accelerate student learning by tailoring the instructional environment — what, when, how and where students learn — to address the individual needs, skills and interests of each student. Students can take ownership over their own learning, while also developing deep, personal connections with each other, their teachers and other adults.”

The 360° Teaching with Technology Model

Teachers and students at Broward County Public Schools engage in a kaleidoscope of activities and experiences throughout the day. Technology will increasingly become a useful means of expanding options and accelerating learning at BCPS. How teachers and students take advantage of the opportunities and changes brought on by ubiquitous technology and information is an individual journey. By asking a series of “how might I?” questions around key topics, we will learn, orchestrate and inspire from a collective vision that reaches all students.



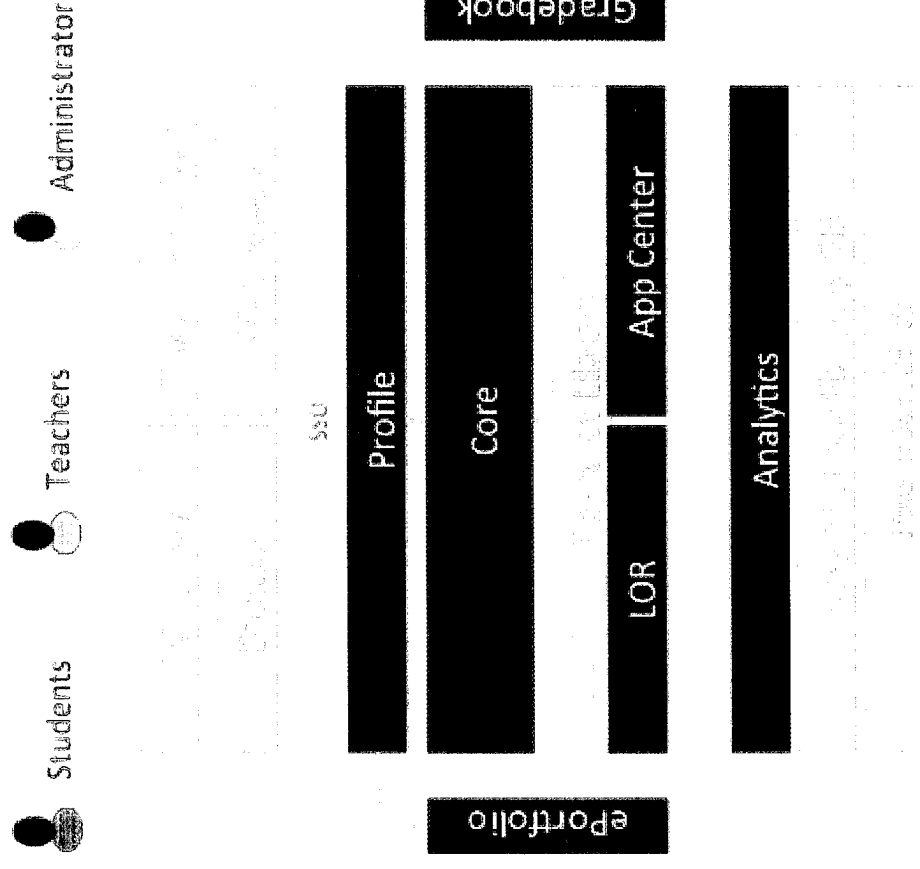
Inspiring
ENACTED ON THE SPOT

We assessed the market through a Request for Information (RFI)

- **WHAT WAS THE PURPOSE OF THE RFI?**
 - Share digital classroom foundational activities currently underway across BCPS
 - Share the BCPS vision for technology enabled teaching and learning
 - Discover the landscape of interested vendors and learn about how their applications support and enable teaching and learning
 - Use the information provided by vendors to determine “solution scenario options” – sets of applications, types of applications that could be included in the future landscape
- **WHAT WAS THE RESPONSE?**
 - About 70 vendors and organizations responded, with 46 offering digital tools/apps/platforms – most of which reported that their product(s) could support all or most of the capabilities.
 - Gathered vendor product development plans, technical architecture, and implementation approaches to better predict implementation, cost and professional development support.
- **WHAT DID WE LEARN?**
 - Learning platforms have advanced and matured into their own little ecosystems in recent years
 - All claim ties to Florida Standards
 - Core functionality remains course management
 - Most have embedded LTI integration with a portfolio of learning apps & content providers. Most have built a native Learning Object Repository.

A unified vision was created...

- BCPS envisions 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 apps in the BCPS digital ecosystem.
- This platform will support highly effective instruction that is aligned to Florida standards, personalized for each and every student. This tool will communicate seamlessly with an already comprehensive digital ecosystem of solutions and content, which is as diverse as our schools and students.



... and finally BCPS was ready to select a solution

Based on these needs, a short list of vendors were invited to participate.

- Blackboard
- Edsby
- Desire2Learn
- Mobiliya
- Instructure (Canvas)
- Itslearning
- Schoology

Factors Taken Into Consideration

- ✓ Learning Platform
- ✓ Office365 Integration
- ✓ Standards-based Gradebook
- ✓ Assessment Management
- ✓ App Center, Marketplace or Exchange
- ✓ Learning Object Repository
- ✓ Curriculum Management
- ✓ ePortfolio
- ✓ Current use in BCPS Classrooms

We prioritized BCPS' needs into three categories (1 of 3)

Vendor Mandatory Requirements

- At least 1 previous implementation of the product with a U.S. K-12 district (minimum 50,000 enrolled students).
- Capability to lead the implementation and support of a pilot to at least 10% of the BCPS student population ahead of school year 2016-2017.
- A proven and documented approach to project management, scope & schedule tracking, and project communication.
- Ability to lead a demonstration of the proposed solution using a live instance for BCPS evaluation team members in January 2016.

Why Did We Require?

- ✓ Ability to be deployed to all teachers and students
- ✓ Experience with intricacies of large districts
- ✓ Provide implementation support

We prioritized BCPS' needs into three categories (2 of 3)

Functional Mandatory Requirements

- Teachers design and build standards-based lessons and assignments.
- Teachers and administrative users build and import course templates and content collections.
- 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, publishers' 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.

Why Did We Require?

- ✓ Ability to support teacher and student needs
- ✓ Ability to support high-quality classroom instruction
- ✓ Ability to support Academics vision

We prioritized BCPS' needs into three categories (3 of 3)

Technical Mandatory Requirements

- Vendor will provide hosting services - preference is given to a vendor with a data center with a location that would reduce latency and improve user-perceived performance.
- Vendor will be responsible for managing the application and providing ongoing 24/7 application support.
- Platform is available to users 99.9% of the time.
- System performance (speed; average load time) is always optimized and consistent (95% of transactions in < 3 seconds) despite peak usage periods; dynamically compute storage resources as required to maintain high performance.
- Platform can synchronize roster data with BCPS enterprise systems (e.g. DW) at least daily.
- Platform exchanges data with, and provides access to, other tools and apps by employing open standards (e.g. IMS CC, LTI) and web services (e.g. rostering).
- Platform is responsive to a wide variety of devices (e.g. laptops, tablets) and browsers (e.g. Chrome, IE, Firefox, Safari).
- Platform complies with FERPA, COPPA, PPRA, HIPAA and BCPS student data privacy requirements.
- Platform is integrated with the Office 365 suite of applications for communications and collaboration functions.

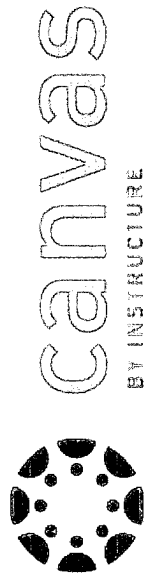
Why Did We Require?

- ✓ Accessible to users whenever they want
- ✓ Ability to meet regulatory / security requirements
- ✓ Ability to fit with current applications and architecture

Based on Vendor's response to the Mandatory Requirements, three were invited to participate in Demonstrations

District and School Administrators, along with teachers, students, and families, had the opportunity to experience the solutions in the following ways:

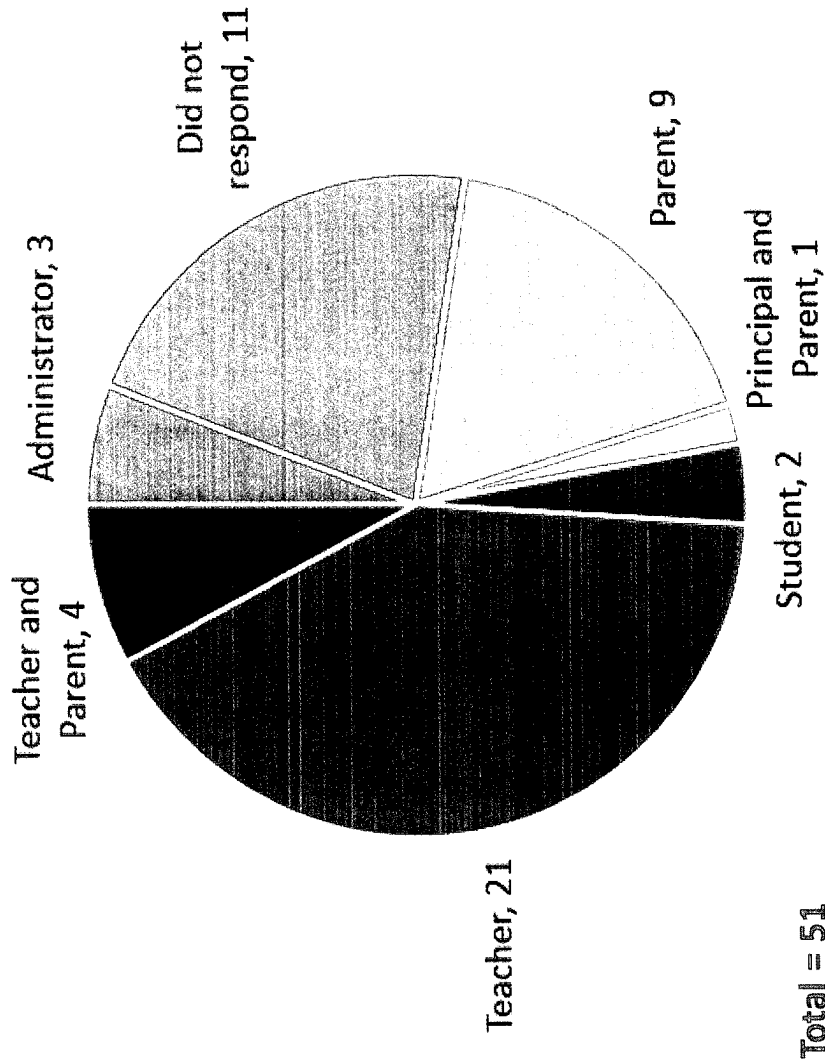
- Scripted, functional scenarios so that a variety of users can discover how they might be able to use and benefit from the solution
- Technical architecture overview for technical and integration users to better understand how the solution is architected, implemented and supported
- Playground environment for personalized exploration through the platform
- Discussion of considerations and lessons learned from comparable customers already using the platform (reference checks)



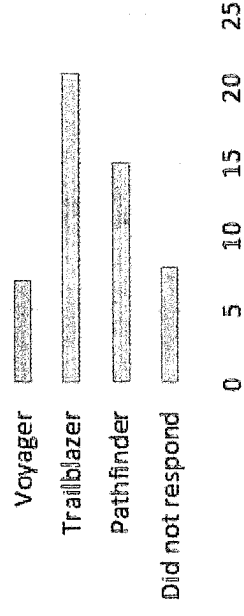
Participant Response



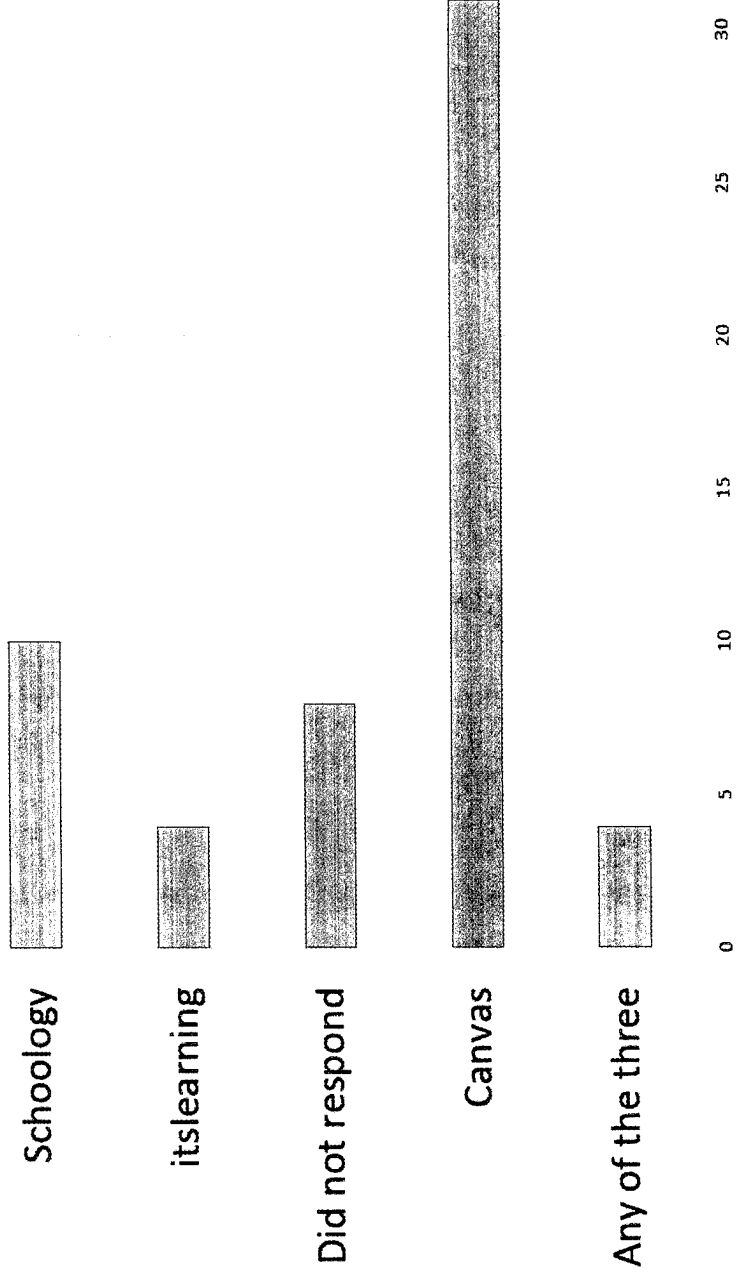
BCPS User Participants (Both Evenings)



User Map

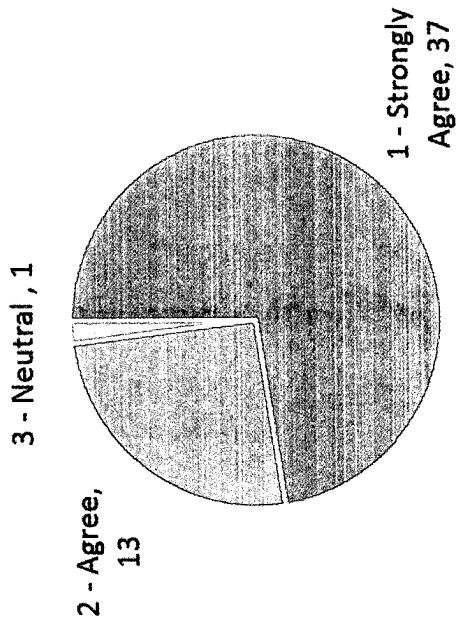


Q: "I would support investment in the deployment of ____."



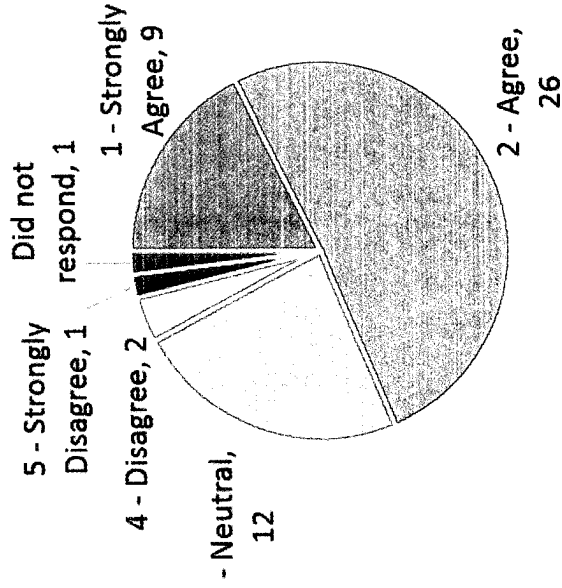
Q: I found the identification and use of course content to be user-friendly.

Canvas



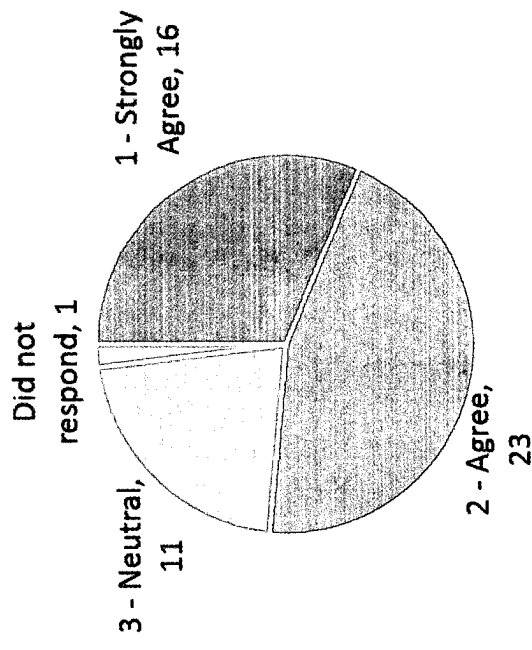
98% of attendees agreed or strongly agreed

itslearning



68% of attendees agreed or strongly agreed

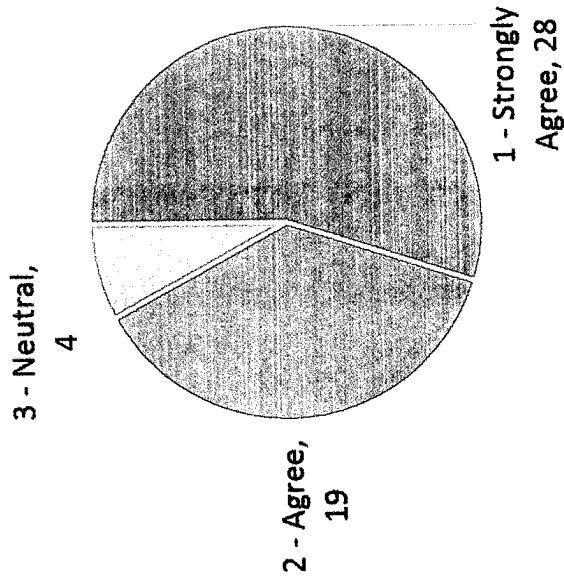
Schoology



76% of attendees agreed or strongly agreed

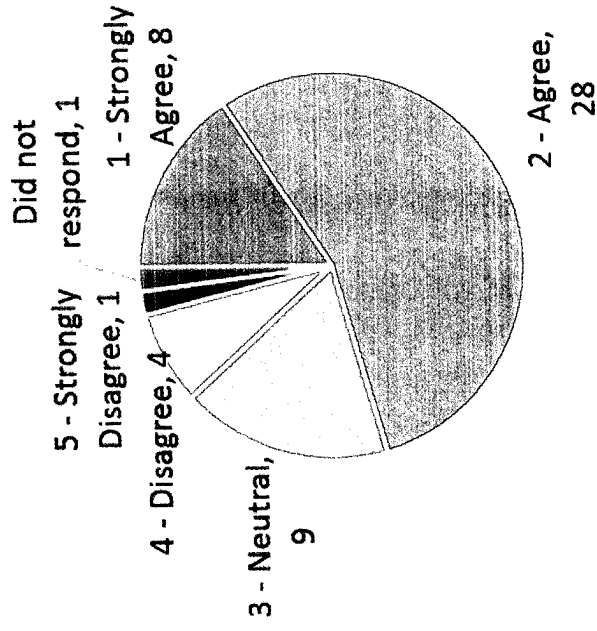
Q: I found the platform's assessment and quiz features to be useful.

Canvas



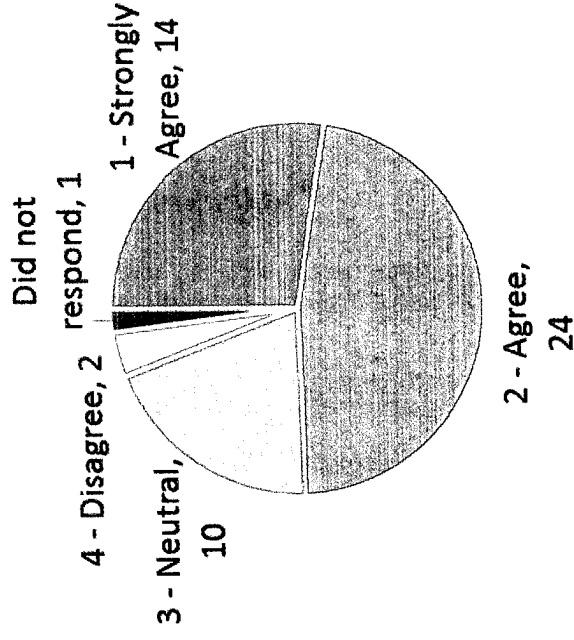
92% of attendees agreed or strongly agreed

itslearning



70% of attendees agreed or strongly agreed

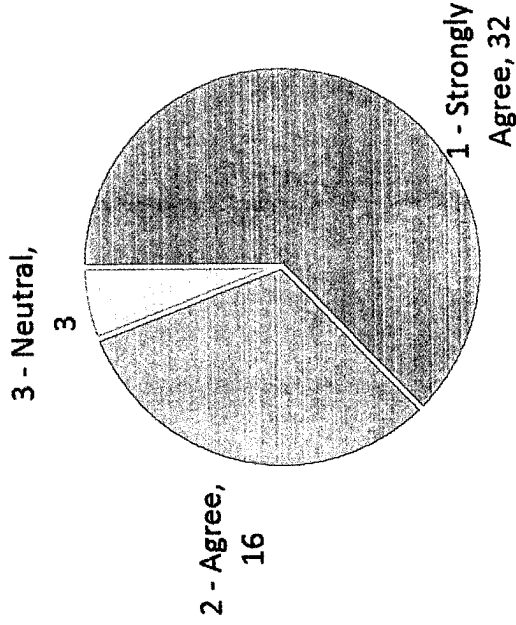
Schoology



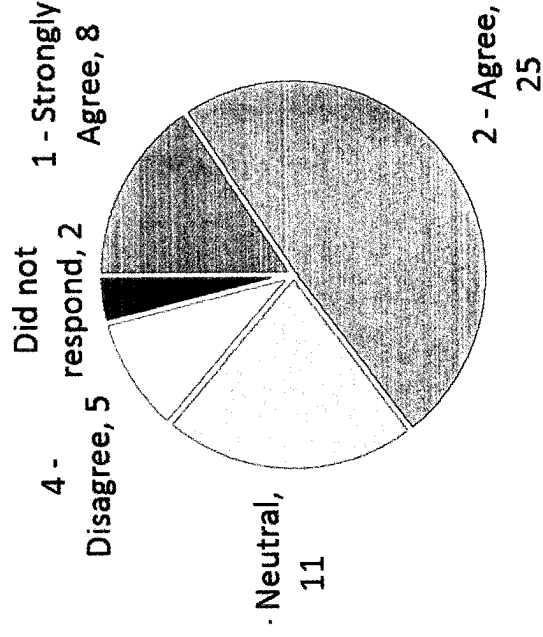
74% of attendees agreed or strongly agreed

Q: I found the gradebook and student information to be informative.

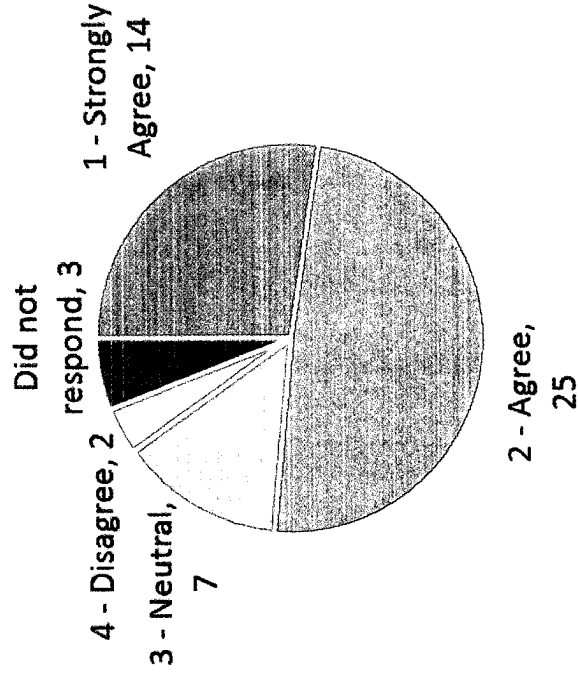
Canvas



itslearning



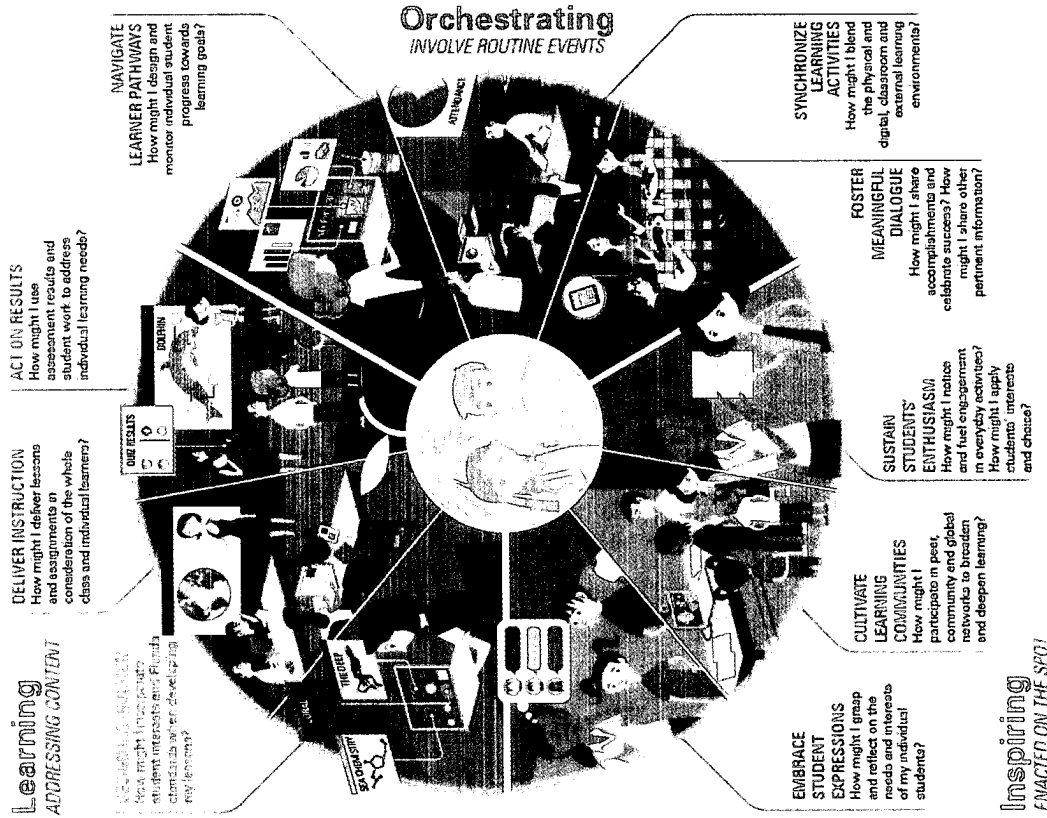
Schoology



Daytime Explorations

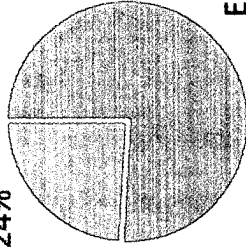


Designing Instruction



Canvas

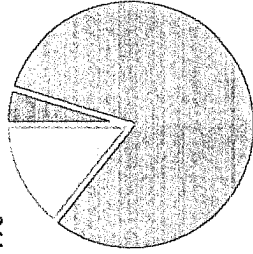
Good, 6,
24%



Excellent,
19, 76%

itslearning

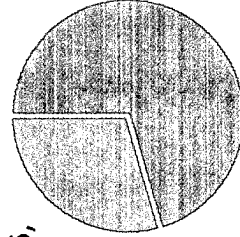
Poor, 3,
14%
Excellent, 1,
5%



Good,
17, 81%

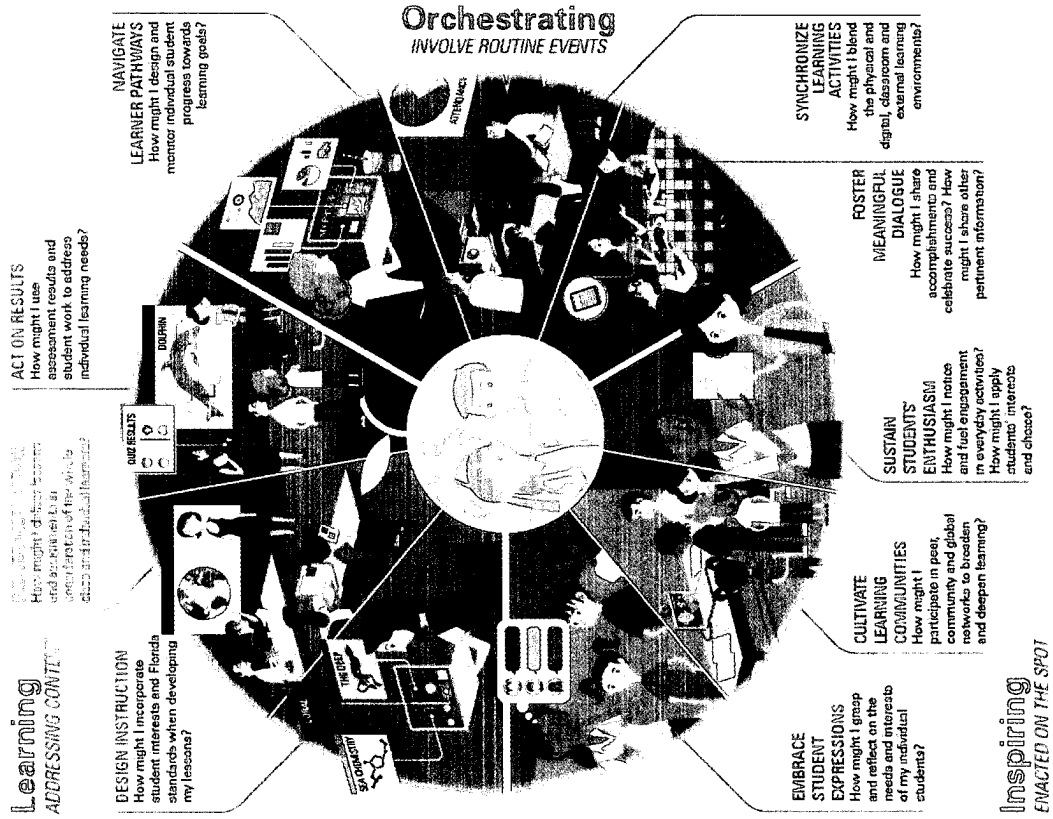
Schoology

Good, 5,
29%



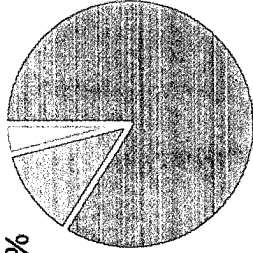
Excellent,
12, 71%

Delivering Instruction



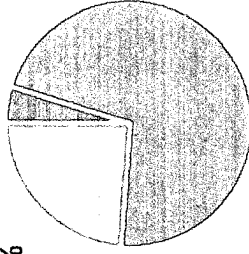
Canvas

Good, 3, 12%
Poor, 1, 4%



itslearning

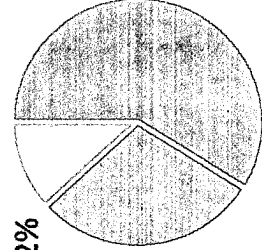
Excellent, 1, 5%
Good, 15, 71%
Poor, 5, 24%



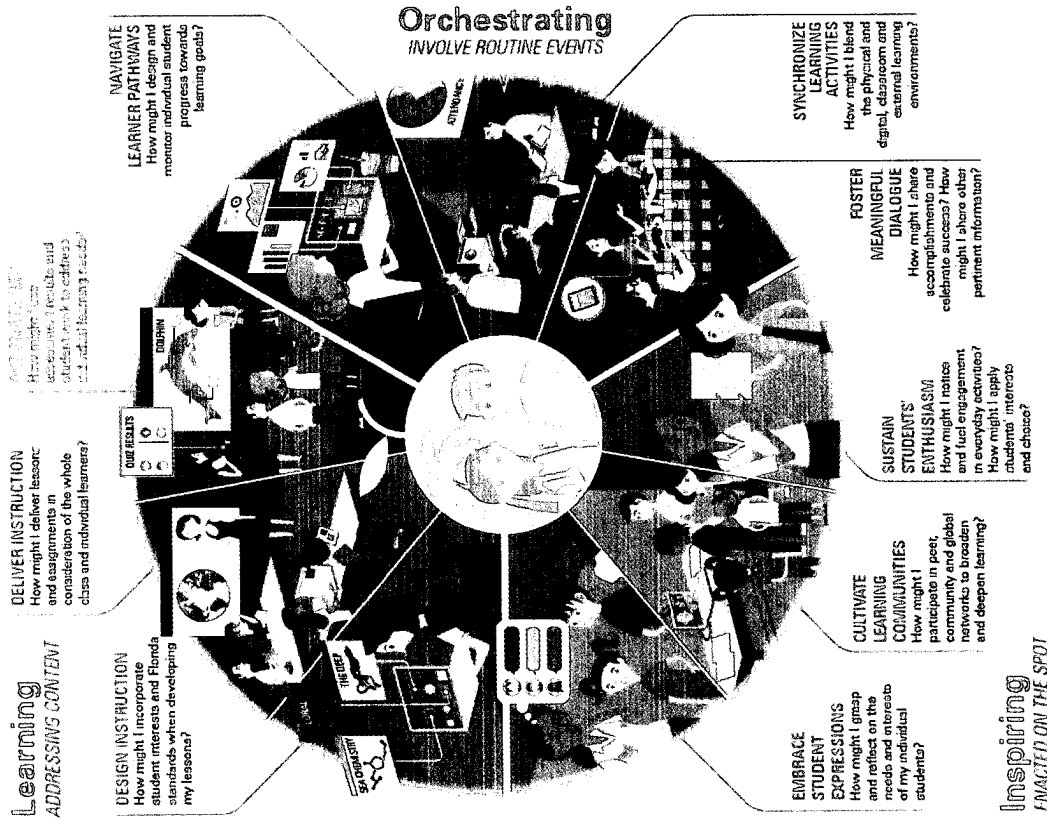
Excellent, 21, 84%

Schoology

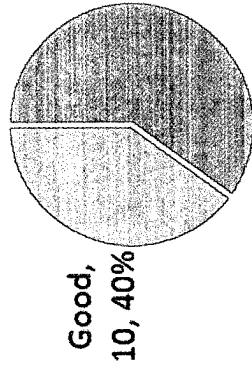
Good, 5, 29%
Poor, 2, 12%
Excellent, 10, 59%



Acting on Results

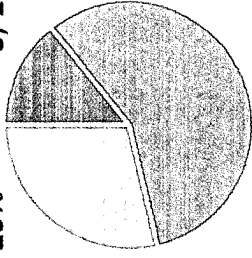


Canvas



itslearning

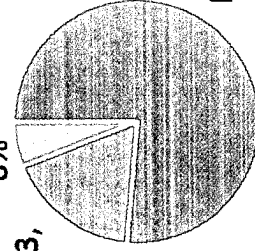
Poor, 6, 29%
Excellent, 3, 14%



Good, 12, 57%

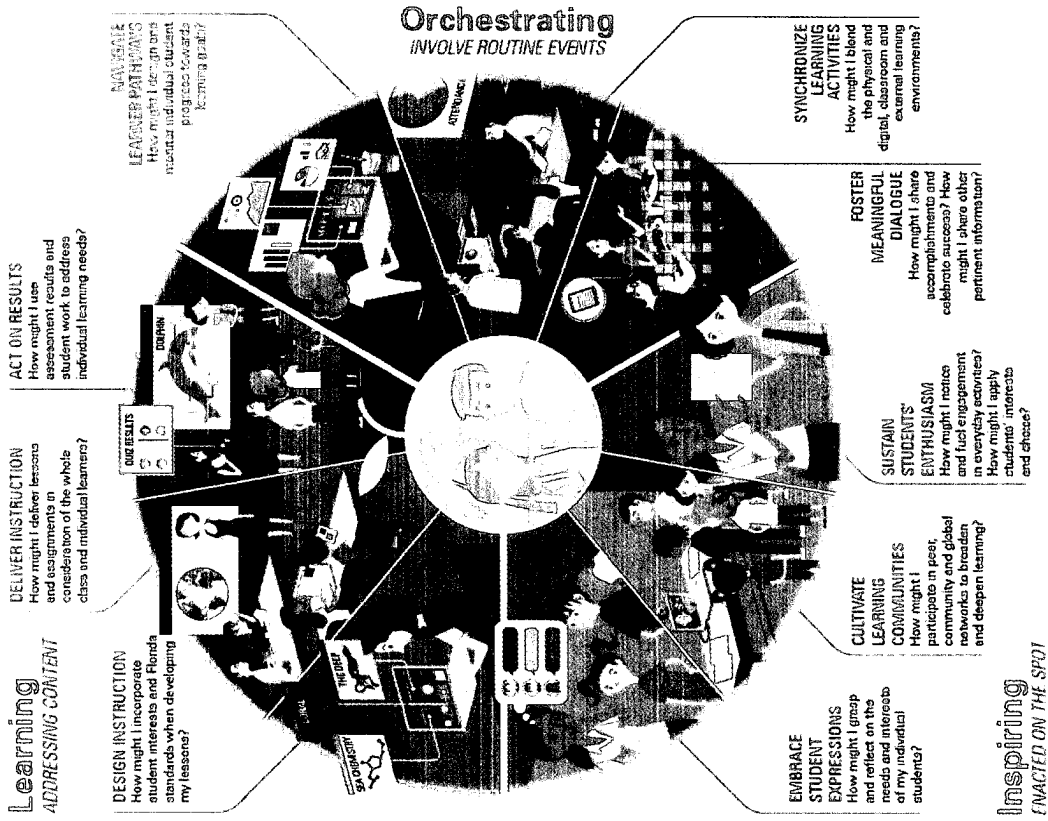
Schoolology

Poor, 1, 6%
Good, 3, 18%



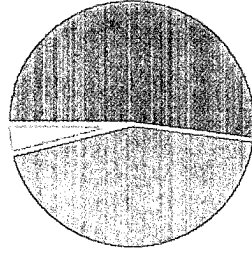
Excellent, 13, 76%

Navigate Learner Pathways



Canvas

Poor, 1,
4%

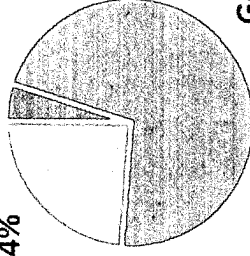


Good,
11, 44%

Excellent,
13, 52%

itslearning

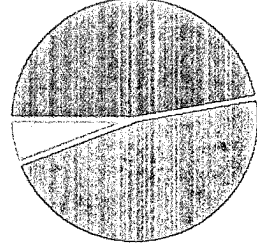
Poor, 5,
24%



Good,
15, 71%

Schoology

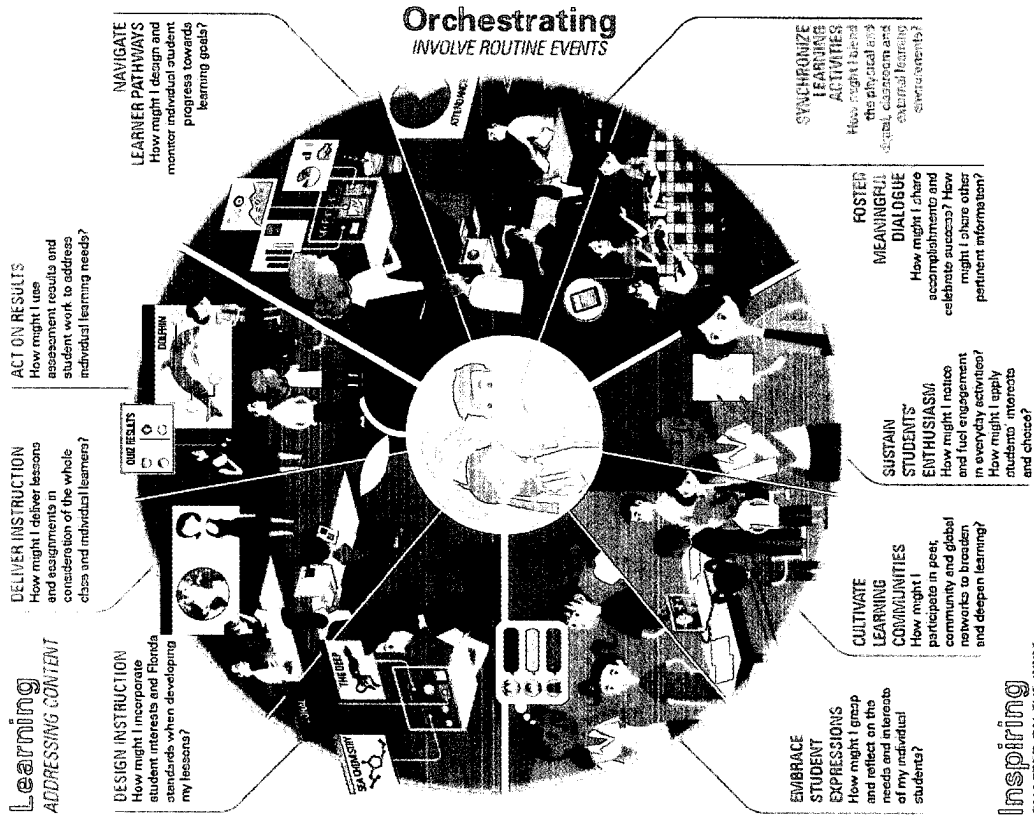
Poor, 1,
6%



Good, 8,
47%

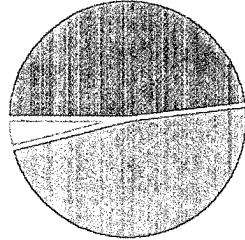
Excellent,
8, 47%

Sync. Learning Activities



Canvas

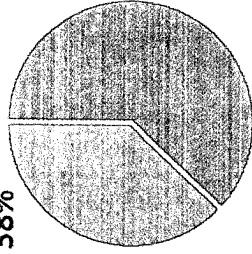
Poor, 1,
4%



Good,
12, 48%

Excellent,
12, 48%

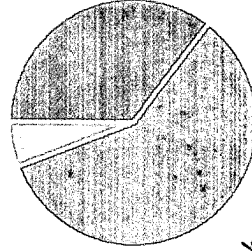
Poor, 8,
38%



Good,
13, 62%

Schoology

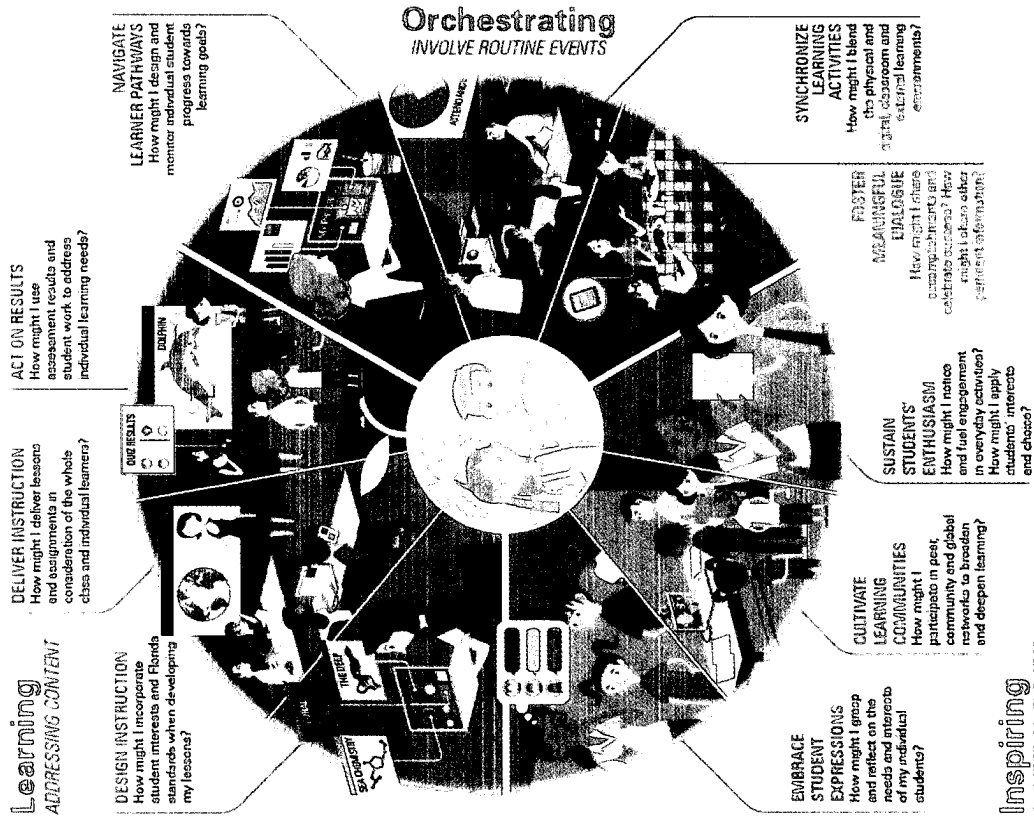
Poor, 1,
6%



Good,
10, 59%

Excellent,
6, 35%

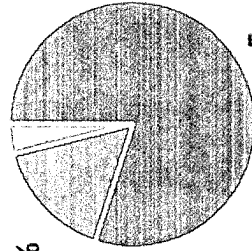
Foster Meaningful Dialogue



Canvas

Poor, 1,

Good, 4, 4%

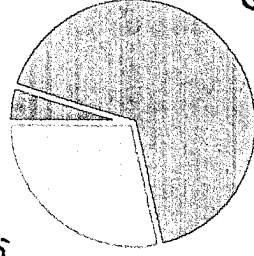


Excellent, 20, 80%

itslearning

Excellent, 1, 5%

Poor, 6, 28%

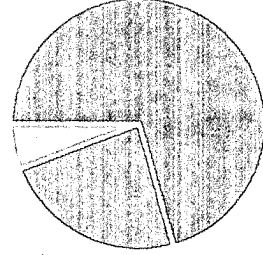


Good, 14, 67%

Schoology

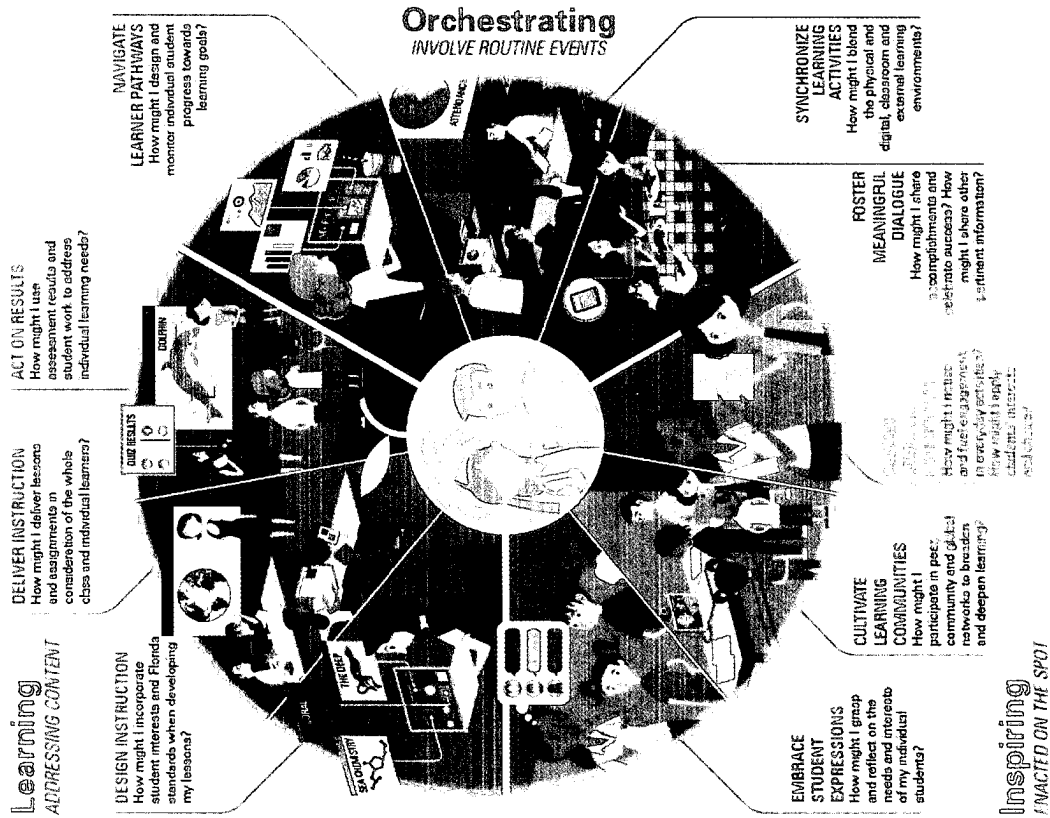
Poor, 1, 6%

Good, 4, 23%



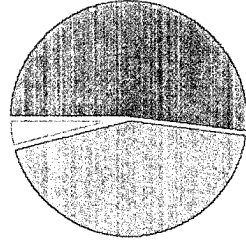
Excellent, 12, 71%

Sustain Students' Enthusiasm



Canvas

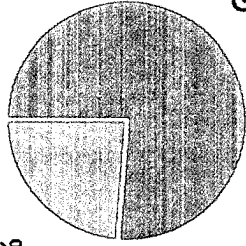
Poor, 1,
4%



Good,
11, 44%

Excellent,
13, 52%

Poor, 5,
24%

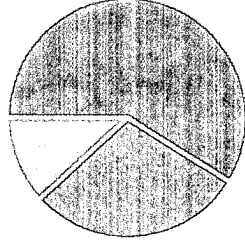


Good,
16, 76%

itslearning

Schoolology

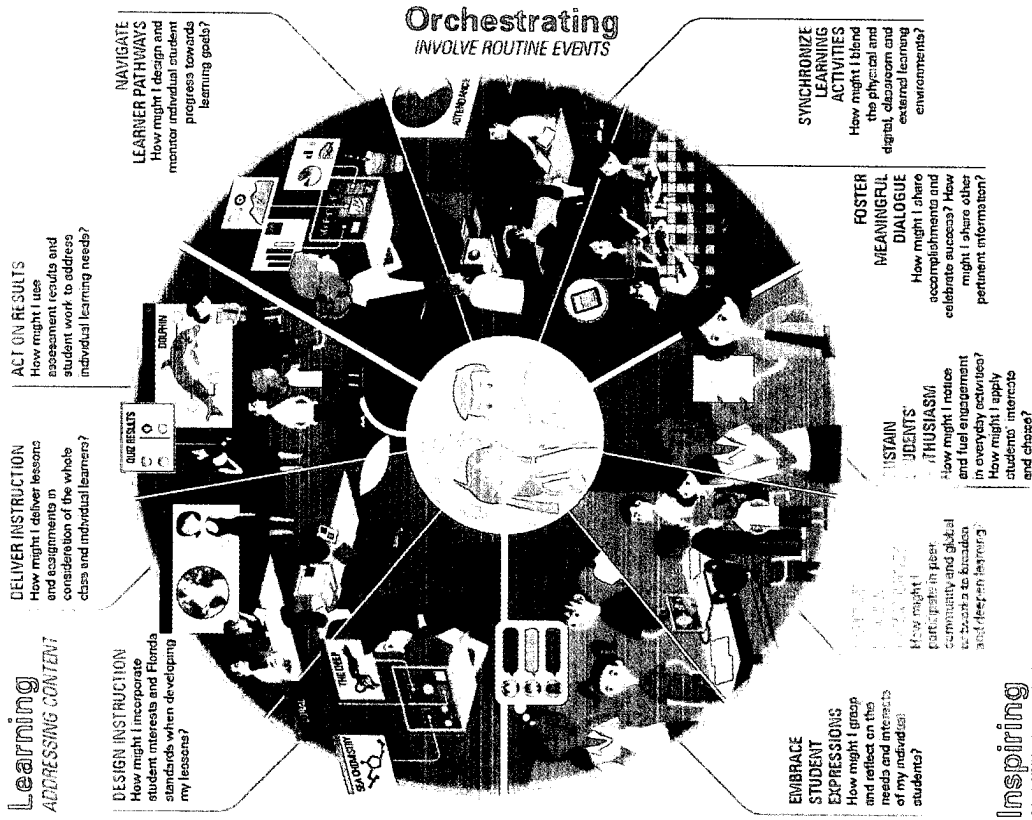
Poor, 2,
12%



Good, 5,
29%

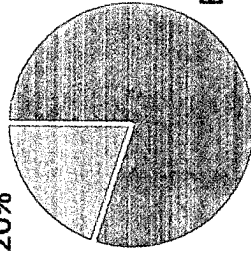
Excellent,
10, 59%

Cultivate Learning Communities



Canvas

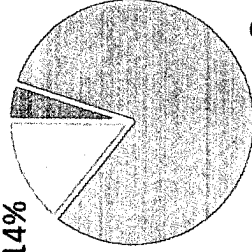
Good, 5,
20%



Excellent,
20, 80%

itslearning

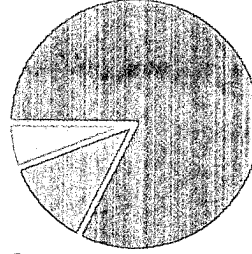
Poor, 3,
14%



Good,
17, 81%

Schoology

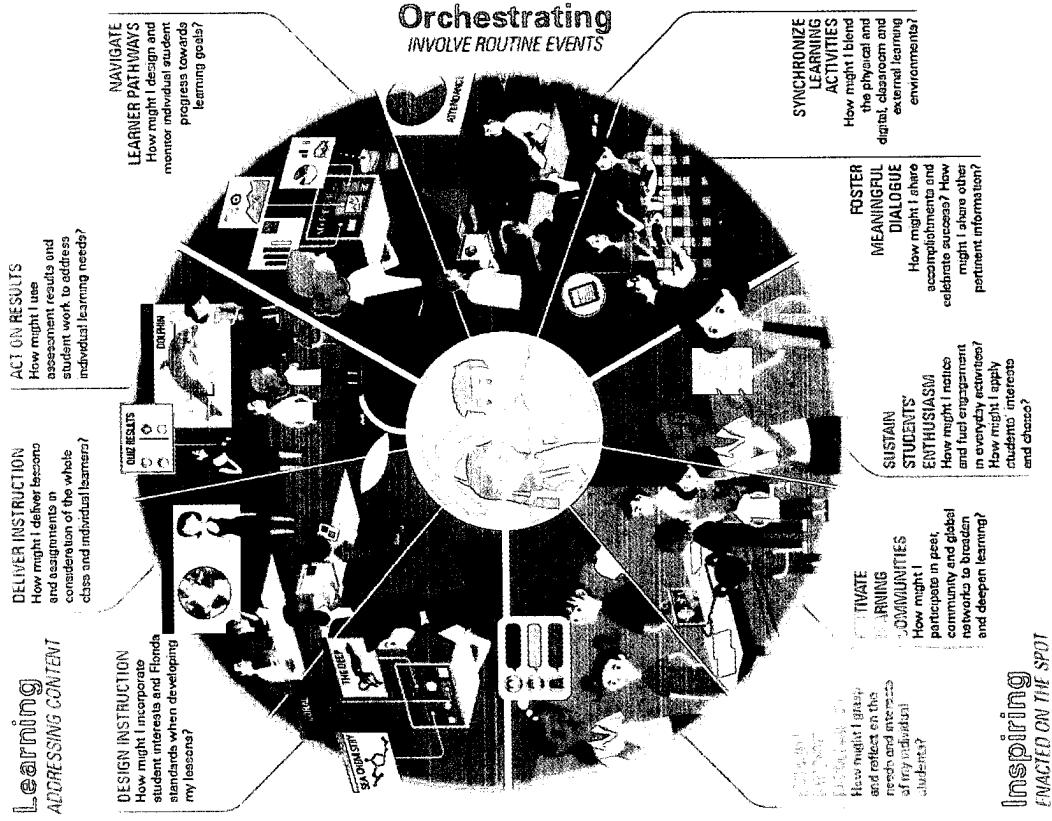
Good, 2,
12%



Excellent,
14, 82%

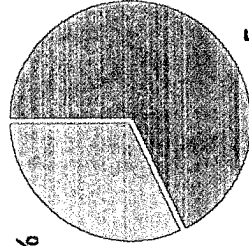
Inspiring
ENACTED ON THE SPOT

Embrace Student Expressions



Canvas

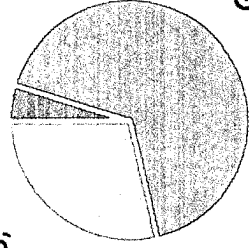
Good, 8,
32%



Excellent,
17, 68%

itslearning

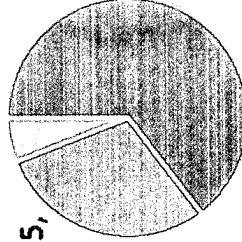
Poor, 6,
28%



Good,
14, 67%

Schoology

Poor, 1,
6%



Good, 5,
29%

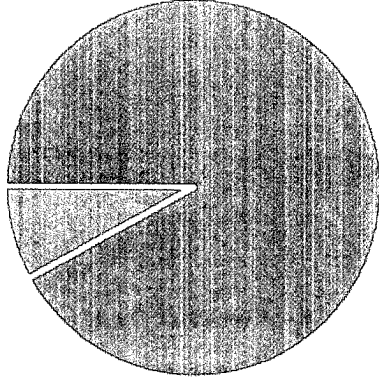
Excellent,
11, 65%

Inspiring
ENACTED ON THE SPOT

Q: Rate the variety of content types that teachers and students can access within the platform.

Canvas

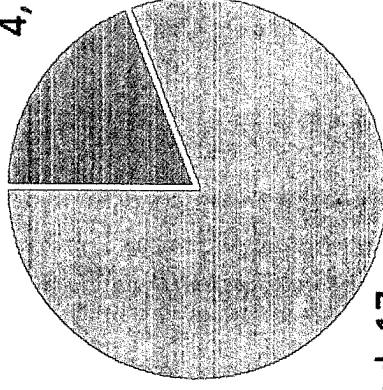
Good, 2,
8%



Excellent,
23, 92%

itslearning

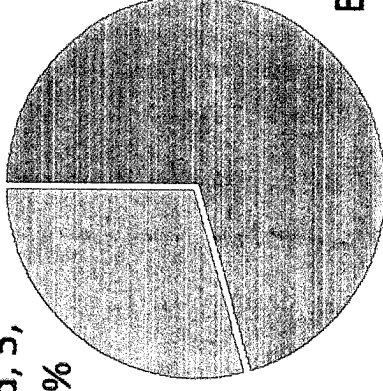
Excellent,
4, 19%



Good, 17,
81%

Schoology

Good, 5,
29%

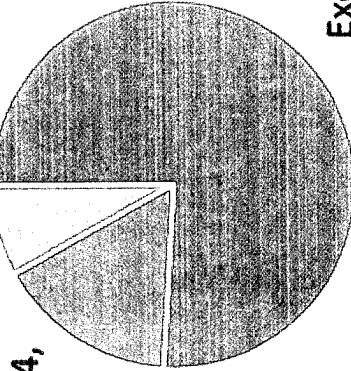


Excellent,
12, 71%

Q: Rate the ease and ability for teachers and students to access a variety of digital content and resources from external sources.

Canvas

Poor, 2,
8%

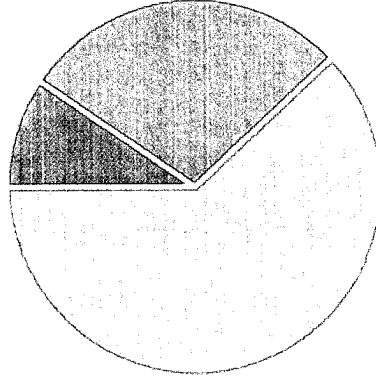


Good, 4,
16%

Excellent,
19, 76%

itslearning

Excellent,
2, 9%

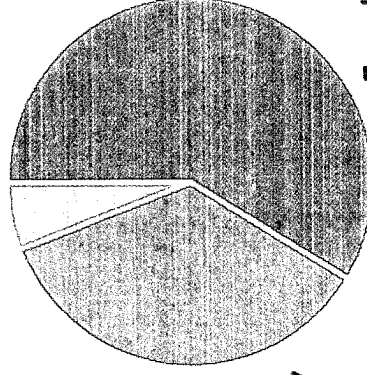


Good, 6,
29%

Poor, 13,
62%

Schoology

Poor, 1,
6%



Good, 6,
35%

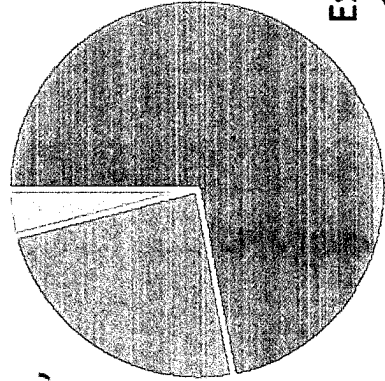
Excellent,
10, 59%

Q: Rate the functionality for teachers and administrative users to build and import course templates and content collections.

Canvas

Poor, 1,
4%

Good, 6,
24%

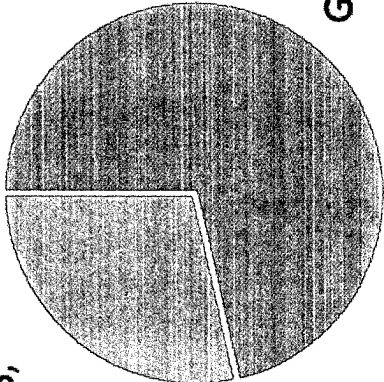


Excellent,
18, 72%

itslearning

Poor, 6,
29%

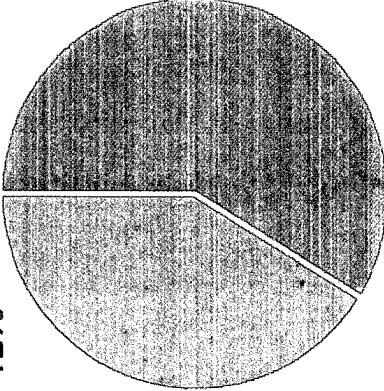
Good, 15,
71%



Schoology

Good, 7,
41%

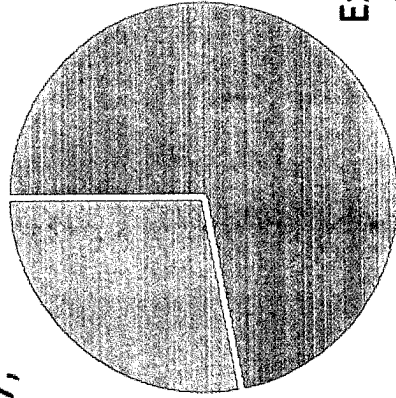
Excellent,
10, 59%



Q: Rate the ability for teachers to design and build standards-based lessons and assignments.

Canvas

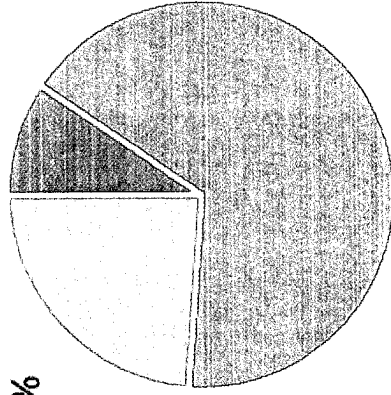
Good, 7,
28%



Excellent,
18, 72%

itslearning

Poor, 5,
24%

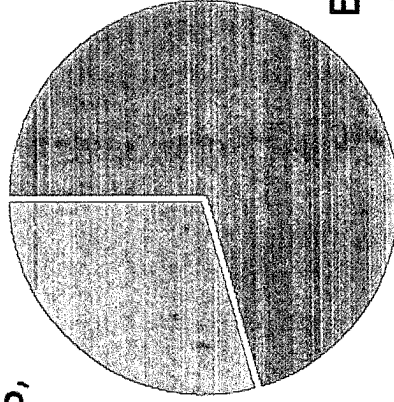


Excellent,
2, 9%

Good, 14,
67%

Schoology

Good, 5,
29%

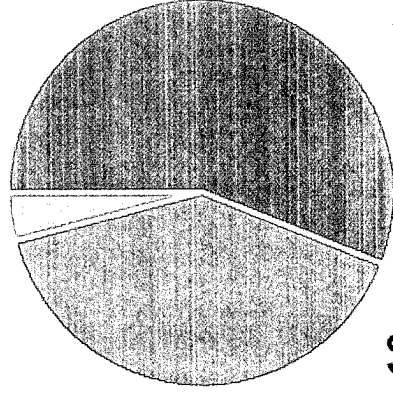


Excellent,
12, 71%

Q: Rate the ability for teachers to access relevant information on individual students that can be used in the classroom (+ students to access own).

Canvas

Unsatisfactory, 1,
4%

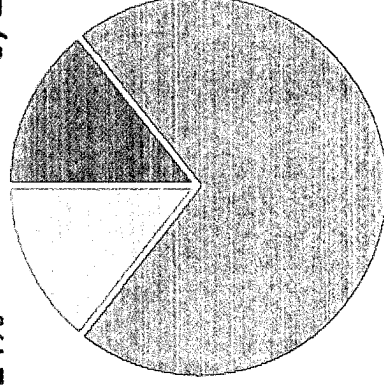


Good, 10,
40%

Excellent,
14, 56%

itslearning

Poor, 3,
14%

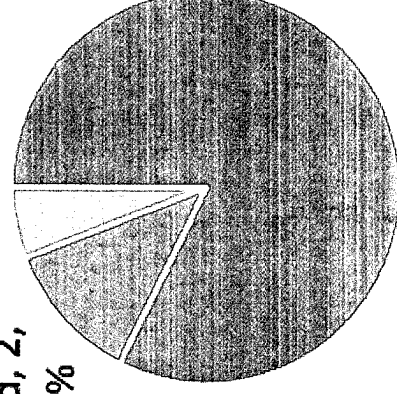


Good, 15,
72%

Excellent,
3, 14%

Schoology

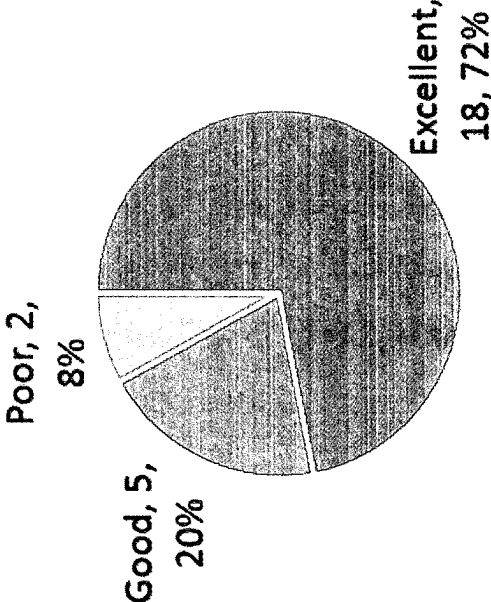
Good, 2,
12%



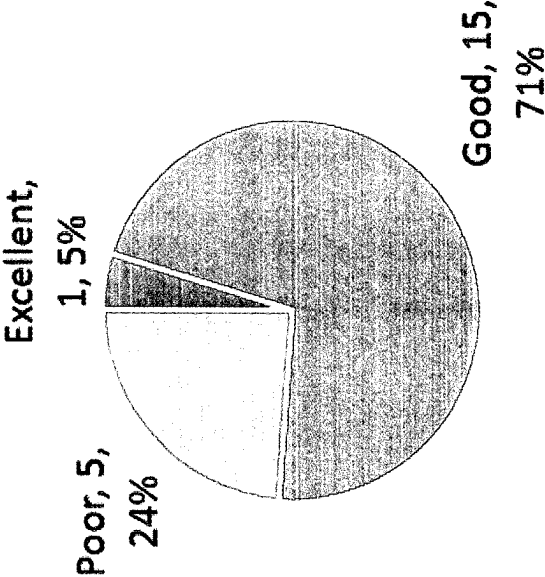
Excellent,
14, 82%

Q: Rate how students and teachers are able to store and share their work with anyone through the platform.

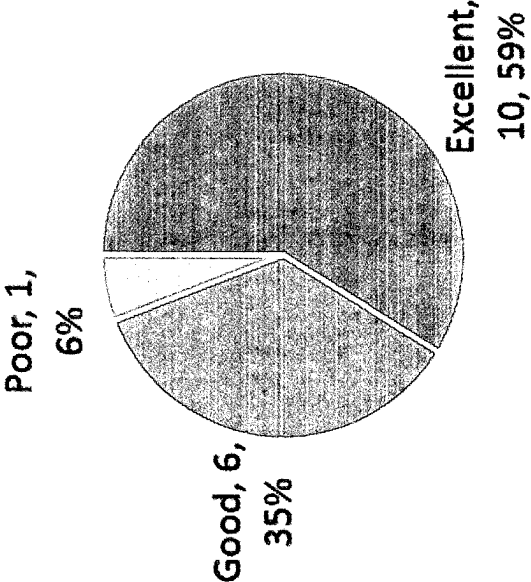
Canvas



itslearning



Schoology



Other User Ratings: Mobile App Store Ratings – 2/11/2016

	All Versions	
Canvas (685)	iOS	4.5
	Google Play	4.2
Itslearning (4)	iOS	3.0
	Google Play	3.3
Schoology (16)	iOS	3.0
	Google Play	3.7

Stakeholder Engagement Matrix

<p>High ▲</p> <p>Influence on program decision making</p> <p>II. Consult and Collaborate</p> <ol style="list-style-type: none"> 1. These stakeholders should be consulted for their subject matter expertise and influence within the district. 2. They have the authority to make decisions, but are not directly impacted by the program. 	<p>I. Enlist and Engage</p> <ol style="list-style-type: none"> 1. These stakeholders are leading program execution and will need opportunities to build commitment and ownership. 2. They have the highest degree of influence on program outcomes and/or the authority to make decisions.
<p>Low ▼</p> <p>IV. Keep Informed</p> <ol style="list-style-type: none"> 1. These stakeholders need to be kept aware of general project information, but will generally not require training. 2. This group does not have the authority to make program decisions and are not significantly impacted by the project. 	<p>III. Involve and Inform</p> <ol style="list-style-type: none"> 1. These stakeholders must understand how their jobs are affected and what skills they will need to make the transition. 2. They do not have authority to make program decisions, but they should receive adequate training and communications.



Impact the program has on the stakeholder's daily operations

Impact

Key Stakeholders

Stakeholder	Role in Process	Key Info to Convey/Pull	Engagement
Principals	Primary decision-maker for school – model use of platform	Encourage participation, timelines, answer questions	Consult & Collaborate; Enlist & Engage; Involve & Inform
Teachers	Recipient of platform enrollment and PD; use with students	Timelines, PD schedules, learning expectations, online course development	Consult & Collaborate; Enlist & Engage; Involve & Inform
Academics	Leader of personalized learning vision; Facilitator of PD	All	Consult & Collaborate; Enlist & Engage; Involve & Inform
I & T Infrastructure	Facilitator of infrastructure readiness	Installation Timeline	Enlist & Engage; Involve & Inform
OSPA	Primary decision-maker for cadres - Model use of platform	Encourage participation, timelines, answer questions	Consult & Collaborate; Enlist & Engage; Involve & Inform
Project Management	Monitor of process, schedule	Kick-off; key performance indicators	Involve & Inform

Key Stakeholders (continued)

Stakeholder	Role in Process	Key Info to Convey/Pull	Engagement
Parents	Use with children (students)	System navigation, monitoring student progress	Keep Informed
Students	Recipient of platform enrollment	System navigation and completing assignments	Enlist & Engage; Involve & Inform
Talent Development	Distributor of professional development online materials	PD options, PD schedule	Consult & Collaborate
School Support Staff/Micro-Techs	Support platform application	Resolving technical issues	Enlist & Engage; Involve & Inform
Strategy	CAO, CIO, Academic & IT Leadership Team	Status, Communications Plans, overall coordination	Enlist & Engage; Involve & Inform

Daytime Demonstration Schedule



Members of the Learning Management System Task Force and Steering Committee along with District Educational Technology Partners were invited to view the final three vendors. These vendors presented their functional capability and their Detailed Technology Integration Requirements.

Observers were asked to assess each management system's ability to support their area of expertise as well as designing instruction, delivering instruction, acting on results, navigating learner pathways, synchronizing learning activities, fostering meaningful dialogue, sustaining students' enthusiasm, cultivating learning communities, and embracing student expressions.

Within each presentation time was allotted for conversation amongst observers to share thoughts and concerns.

Date	Monday, February 1, 2016	Wednesday, February 3, 2016	Wednesday, February 3, 2016
------	-----------------------------	--------------------------------	--------------------------------

Vendor	Instructure- Canvas	ItsLearning	Schology
Location	KC Wright Board Room	Lauderdale Manors Media Center	KC Wright Board Room
Functional Capability Session	8:30 – 11:30 12:30 – 2:00	8:30 – 11:30 12:30 – 2:00	8:30 – 11:30 12:30 – 2:00
Detailed Technology Integration Session	8:30 – 11:30 12:30 – 2:00	8:30 – 11:30 12:30 – 2:00	8:30 – 11:30 12:30 – 2:00

Evening Demonstration Schedule



Location: Harbordale Elementary School

Dates: Monday, February 1, 2016 and/or Wednesday, February 3, 2016

Teachers, parents, students, community members and principals were invited to view Schoology, ItsLearning and Instructure (Canvas). Demonstrations were presented from three different perspectives:

Voyager- Student/Parent, Pathfinder- Beginning Teacher and Trailblazer-Experienced Teacher. Each observer selected the appropriate role and viewed the corresponding presentations, explored the platforms and then were asked to evaluate presentation, ease of use and capabilities.

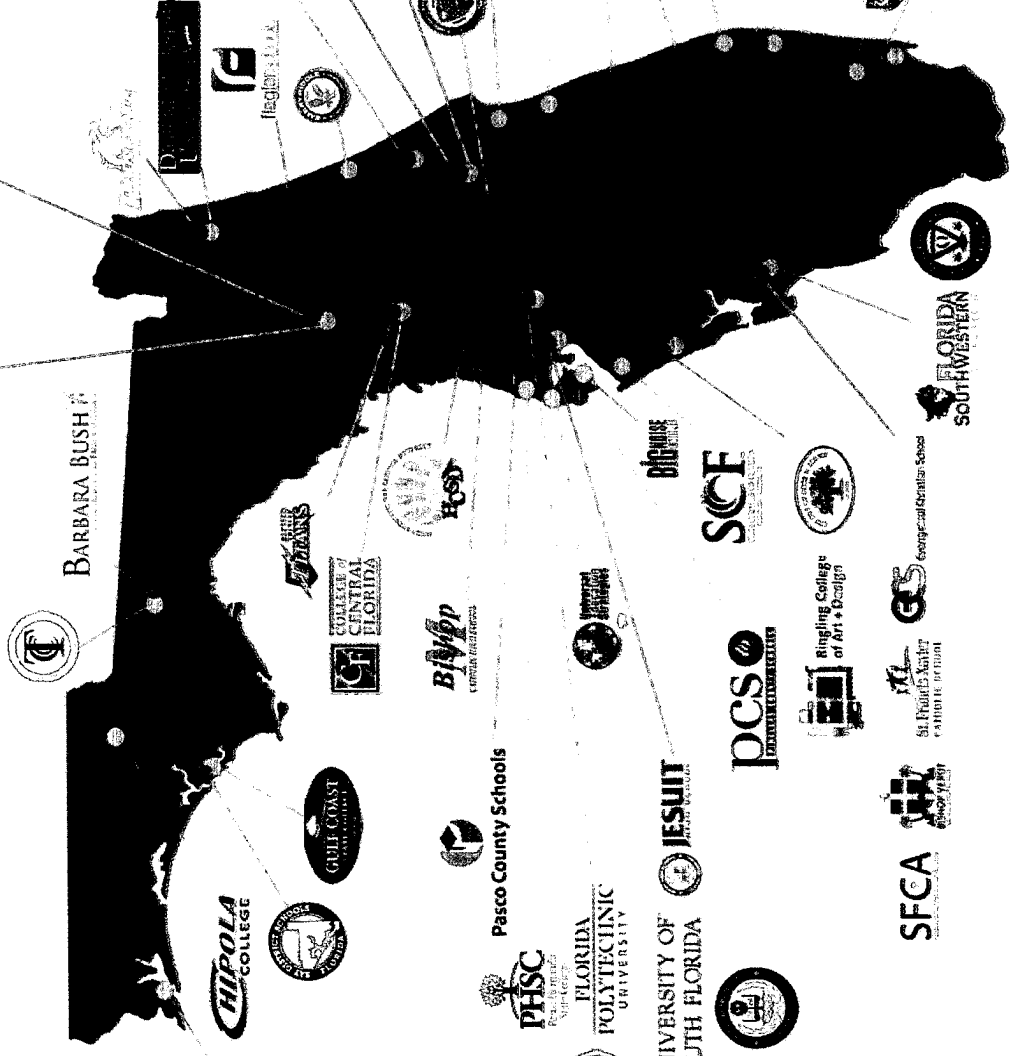
Vendor	4:00 - 4:15	4:20 - 5:10	5:15 - 6:05	6:10 - 7:00
Instructure - Canvas		Voyager	Pathfinder	Trailblazer
ItsLearning	Introduction	Pathfinder	Trailblazer	Voyager
Schoology		Trailblazer	Voyager	Pathfinder

Current Academic Use of Canvas in Florida (K-20)



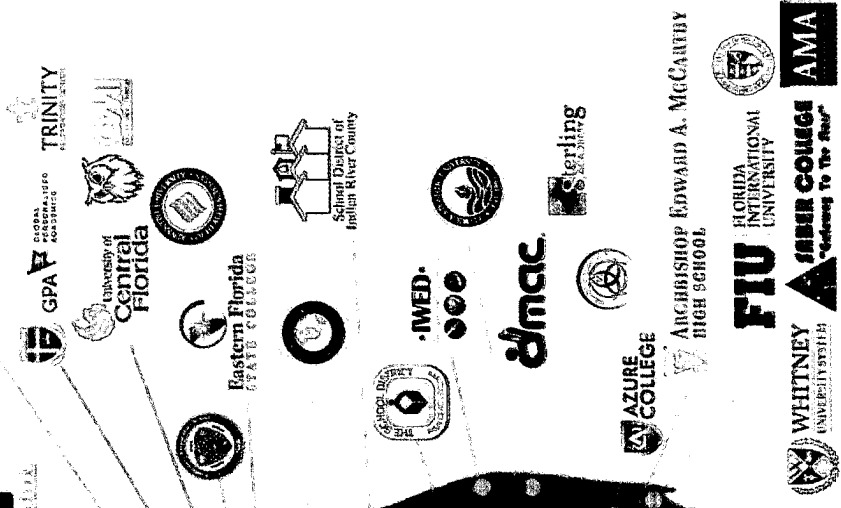
canvas

BY INSTRUCTURE



KEY

- K-12 Canvas Schools
- Higher Ed Canvas Schools



Current Academic Use of Canvas in Florida (K-20)

Florida K-12 School Districts

- Pasco, Volusia, Clay, Indian River, Alachua , Seminole, Bay, Pinellas , Hernando, Palm Beach

Florida Colleges & Universities

- *University of Central Florida , University of South Florida, University of Florida, Florida Gulf Coast University, Pasco-Hernando State College, Eastern Florida State College, Edison State College, Hillsborough Community College, State College of Florida, Adventist University of Health Sciences, Allied Health Institute, American International University, American Medical Academy, Azure College, Chipola College, College of Central Florida, Digital Media Arts College, Florida International University, Orlando Medical Institute, Rollins College, Saber College, Santa Fe College, Florida Institute of Technology, Florida Polytechnic University, Pensacola Christian College, Seminole State College, Florida Atlantic University*

Florida Private/Smaller Schools

- *Jesuit High School, Archbishop McCarthy, Oxbridge Academy of the Palm Beaches, McKeel Academy of Technology, Learner High School, The First Academy, Providence School, Sterling Academy, Trinity Prep*

Other Academic Institutions in Florida

- *PLTW (Project Lead the Way), FLDVIPN, Cisco Networking Academy, Advanced Ed (SACS), Institute of Wedding and Design, MSI Education Services, Wycliffe Associates*

★ January 21, 2016: The State University System Board of Governors selected Canvas as the prevailing K-20 LMS from their competitive procurement process led by FSU.

Digital School Selected for Initial Roll-Out

Digital

- Bayview, Bennett, Boulevard Heights, Broadview, Broward Estates, Central Park, Chapel Trail, Coconut Creek, Coconut Palm, Colbert, Coral Cove, Coral Park, Coral Springs, Country Hills, Country Isles, Cresthaven, Davie, Deerfield Beach, Deerfield Park, Dillard, Dolphin Bay, Charles Drew, Driftwood, Eagle Point, Eagle Ridge, Everglades, Fairway, Forest Hills, Fox Trail, Gator Run, Griffin, Hallandale, Harbordale, Hawks Bluff, Hollywood Hills, Hollywood Park, James S. Hunt, Indian Trace, Lakeside, Larkdale, Lauderdale, Lauderdale Paul Turner, Lloyd Estates, Manatee Bay, Maplewood, Markham, Martin Luther King, Meadowbrook, Miramar, Mirror Lake, Morrow, North Andrews Gardens, North Fork, North Lauderdale, Nova Blanche Forman, Nova Eisenhower, Palm Cove, Palmview, Panther Run, Parkside, Pasadena Lakes, Pembroke Lakes, Pembroke Pines, Perry, Peters, Pinewood, Plantation, Plantation Park, Pompano Beach, Quiet Waters, Riverglades, Riverland, Riverside, Rock Island, Royal Palm, Sanders Park, Sandpiper, Sawgrass, Sea Castle, Sheridan Park, Silver Lakes, Silver Shores, Stephen Foster, Stirling, Sunset Lakes, Tradewinds, Tropical, Virginia Shuman Young, Walker, Watkins, West Hollywood, Westchester, Westwood Heights, Wilton Manors

Digital DLA

- Middle Schools: Deerfield Beach, Falcon Cove, New Renaissance, Silver Lakes, Walter C. Young,
- High Schools: Coral Glades, Coral Springs, Cypress Bay, Deerfield Beach, Northeast, Flanagan, Fort Lauderdale, McArthur, Stranahan, Taravella

LEEO

- Middle Schools: Apollo, Bair, Deerfield Beach, Forest Glen, Lyons Creek, McNichol, Olsen, Sawgrass Springs
- High Schools: Blanche Ely, Coral Glades, Coral Springs, Dillard 6-12, Deerfield, Hallandale, McArthur, McFatter, Plantation, South Broward

Schoology: Independently Purchased

- Cypress Bay High School, Lauderdale 6-12

Teacher Websites

- Elementary Schools: Nova Blanche Forman, Nob Hill,
- Middle Schools: Glades, Silver Trail, Tequesta Trace
- High Schools: Douglas
- Centers: Seagull

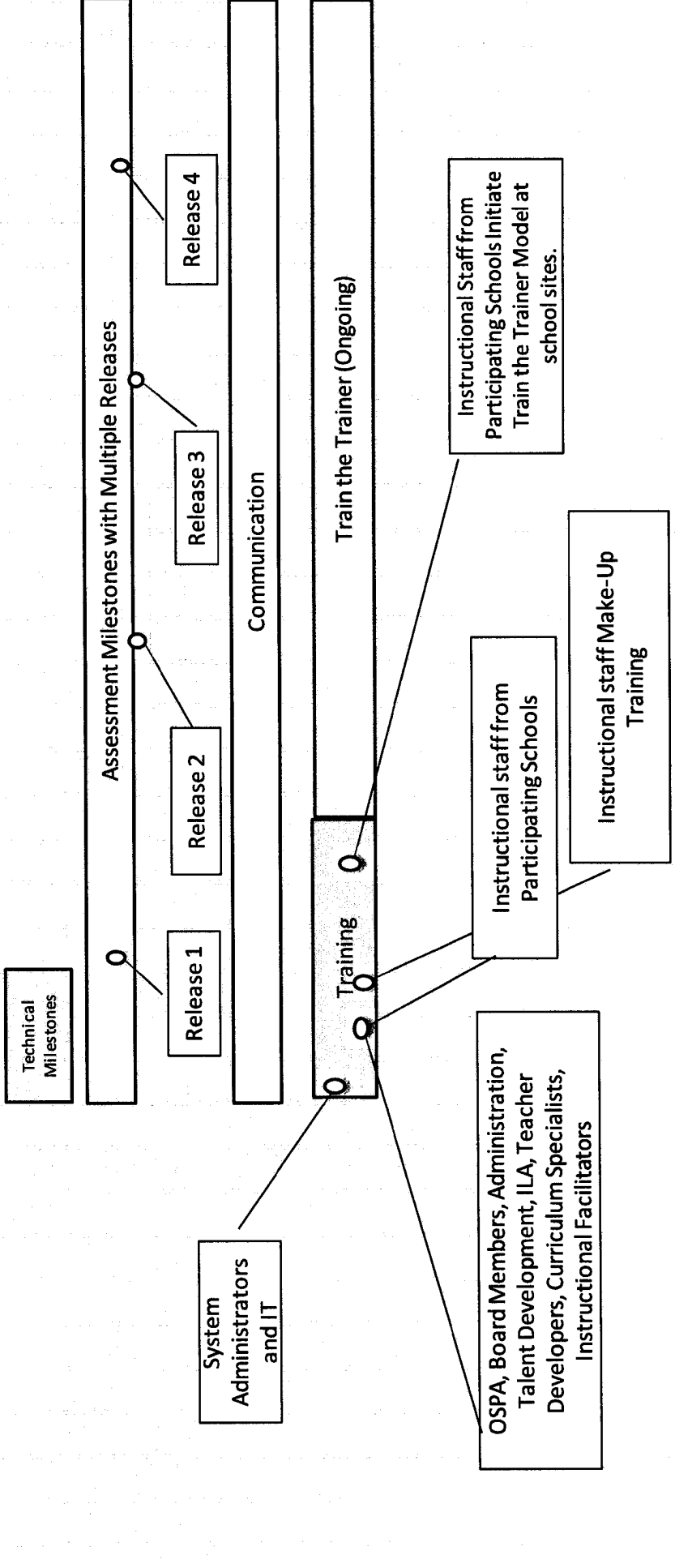
Canvas Implementation Roll-Out

2015-2016

2016-2017

2017-2018

Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul





DISTRICT DIGITAL CLASSROOM PLAN

Part I. DIGITAL CLASSROOMS PLAN - OVERVIEW

I.1 District Team Profile -

Title/Role	Name:	Email:	Phone:
Information Technology District Contact	Tony Hunter, Chief Information Officer	Tony.hunter@browardschools.com	754 321 0400
Curriculum District Contact	Daniel Gohl, Chief Academic Officer	Daniel.gohl@browardschools.com	754 321 2618
Instructional District Contact	Dr. Daryl Diamond, Director Innovative Learning & Arts	Daryl.diamond@browardschools.com	754 321 2630
Assessment District Contact	Dr. Nathan Balasubramanian	nathan.balasubramanian@browardschools.com	754 321 2525
Finance District Contact	I.Benjamin Leong	Benjamin.leong@browardschools.com	754 321 1990
District Leadership Contact	Robert Runcie, Superintendent	Robert.runcie@browardschools.com	754 321 2600

General introduction/background/district technology policies:

Vision: Broward’s vision statement is, “Educating today’s students to succeed in tomorrow’s world”. This statement vividly describes our ideal environment and outcomes – a picture of the future we want to create. It inspires, energizes, and provides a long-term view that concentrates on the future.

Mission Statement: Broward County Public Schools (BCPS) is committed to educating all students to reach their highest potential. Broward’s mission statement defines our purpose – why we exist and what we do to achieve our vision. It provides direction and focus, and helps guide all goals and decisions. It reminds us why we do the work we do.

Over the last three years Broward County Public Schools took major steps to create a vision for Digital Education and to define key vital and critically important steps to improve student performance outcomes through the integration of digital tools, resources, and instructional strategies. The following is a summary of the steps taken and links to key documentation that further describes both the strategic direction and implementation priorities.

The District Strategic Plan (2012-2015): Goal One of the strategic plan, High Quality Instruction, specifically states that, “As we move toward new standards, today’s student must demonstrate independence; build strong content knowledge; respond to varying demands of audience, task, purpose, and discipline; comprehend as well as critique; value evidence; use technology and digital media strategically and capably and understand other perspectives and cultures” (p. 10). A key tactic to achieving this goal is to integrate 21st century skill development into every student’s learning path. In addition, Goal 2 (Continuous Improvement) and Goal 3 (Communication) rely on the effective use of technology for both the collection and analysis of student achievement data and the continuous and timely communication to all key stakeholders in the Broward education community. Web link to the plan: <http://www.browardschools.com/About-Us/Strategic-Plan/home>.

Broward County Public Schools Technology Strategic Plan (January 2014): Through extensive stakeholder involvement, the district developed and the Board approved a multi-year technology plan that provides a road map for the deployment of technology over the next three to five years. The plan describes the key technology objectives that support the District’s strategic goals, assesses where the District is today, and prioritizes strategic initiatives and technology investments. This plan was developed over a three-month period and was based on extensive interviews with internal and external school district stakeholder, two district-wide surveys to teachers and students, and internal user survey and workshops with the Technology Advisory Council and the Information and Technology Strategic Planning Advisory staff. Because of the extensive stakeholder input obtained to develop the technology strategic plan, the Digital Classrooms Plan used this data and input to focus on the improvement of student performance outcomes including our ESE and ELL students. [http://www.broward.k12.fl.us/erp/itsupport/docs/Strategic Plan/I&T%20Strategic%20Plan Updated%2004302014.pdf](http://www.broward.k12.fl.us/erp/itsupport/docs/Strategic%20Plan/I&T%20Strategic%20Plan%20Updated%2004302014.pdf).

The above combined policies, plans, and funding sources; along with the funds made available through the FLDOE Digital Classrooms Plan will enable Broward to implement a comprehensive, long reaching plan of action aligned with student achievement and college and career readiness goals.

District Profile: Broward County Public School (BCPS) is the sixth largest public school system in the United States and the second largest in the state of Florida. BCPS is Florida’s first fully accredited school system since 1962. BCPS has over 265,000 students and approximately 175,000 adult students in 238 schools, centers and technical colleges, and 105 charter schools. BCPS serves a diverse student population. Students are from 198 different countries and speak 204 different languages. To stay current about BCPS, follow us on Twitter (@Browardschools) like us on Facebook and download the free Broward County Public Schools mobile app.

Number of Schools

Elementary	137
Middle	40
High	33
Combination	6
Centers	14
Colleges	3
Total	238
Charter Schools	165
Grand Total	343

Includes elementary, middle and high virtual schools.



Pre-K	4,839
K - 5	97,960
6 - 8	47,827
9 - 12	69,393
Centers	5,740
Charter Schools	40,052
Total	209,401

Benchmark Day Count - 9/8/14

Includes elementary, middle and high virtual schools.

Personnel

Total instructional staff	14,029
Clerical, support staff, etc.	10,326
Administrative	1,379
Total number of permanent employees	25,493
<i>(includes groups membership)</i>	
Total number of substitute teachers	6,304
Total employees	31,797

(As of 8/27/15)

2014/15 Student Race/Ethnicity Distribution

White	50.8%	134,741
Black	40.7%	107,995
Asian	3.7%	9,758
Native American or Native Alaskan	1.5%	3,949
Native Hawaiian or Pacific Islander	0.2%	567
Multiracial	3.6%	9,311
Ethnically Hispanic	30.0%	81,027

BCPS serves a diverse student population. Students are from 195 different countries and speak 184 different languages.

*Due to rounding, numbers may not total 100 percent.

Senior, Technical, Adult and Community Education



Approximately 175,000 adult students are served each year at BCPS Technical, Adult and Community Schools.

2014/15 Total Expenditures

Basic K-12	\$6,096
ESOL	\$6,335
SEE	\$10,835
Career Ed 9-12	\$4,096

(As of school year ending June 30, 2015)

Broward County Public Schools
600 SE Third Ave • Fort Lauderdale
FL 33301 • 754-321-6000

2014 School Grades Breakdown



Elementary and middle schools

A	52
B	34
C	60
D	15
F	19

High schools

A	11
B	12
C	6
D	2
F	0

BCPS centers and colleges do not receive letter grades from the state.

2014 Public-Charter Schools Grades Breakdown

Elementary and middle schools

A	31
B	0
C	13
D	8
F	5

High schools

A	6
B	1
C	1
D	0
F	2

Reflects information as of August 2015

1.2 Planning Process -

Broward County Public Schools underwent an extensive planning process centered on the effective integration of technology district-wide in support of the strategic goals of high quality instruction, continuous improvement, and communication in January 2014. The data and recommendations from that process are essential parts of the Digital Classrooms Plan.

On November 4, 2014, Broward County voters approved a General Obligation Bond (GOB Bond) referendum that provides critically needed funding for Broward's students. Broward County Public Schools has committed to investing the funding to enhance students' learning environments by focusing on improvements in Safety, Music, Art, Athletics, Renovations and Technology (SMART). The GOB Bond addresses the following critical areas:

- School improvements to support student health, safety and security;
- Technology and technology infrastructure to support student learning, digital environments, and 21st century classroom instruction;
- Facility repair, renovation and replacement to ensure quality schools in the community.

With the development of the technology component of the GOB Bond, Broward completed an extensive needs assessment, which included an analysis of facilities, infrastructure, and computing device needs of every school. This data, along with the Technology Readiness Inventory (TRI) data collected in conjunction with the FLDOE, enabled Broward to determine very specific school needs related to the integration of technology into daily classroom practice.

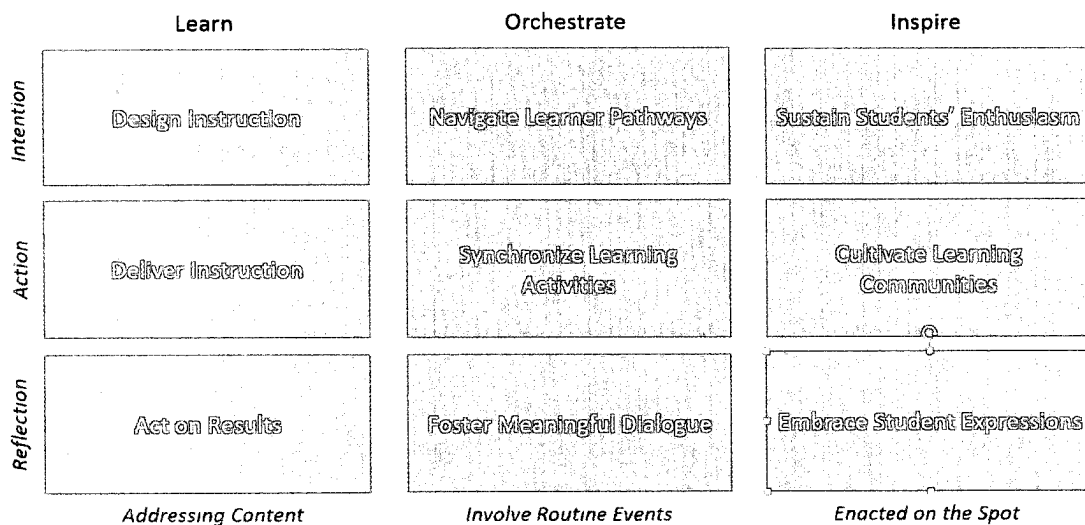
This initiative refreshes classroom technology, notably supporting the deployment of laptops for students and teachers in most need via a series of groups. Classroom technology is expected to be used by teachers to personalize the learning experience of BCPS students, therefore professional development options and resources will accompany the deployments. *The 21st Century Learner Qualification: Level 1* has been designed to provide a baseline of technology integration across Broward County Public Schools. Upon completion of Level 1, teachers will be awarded the *21st Century Learner Qualification*.

Broward County Public Schools' teachers and principals create the conditions for learning in schools by providing students with an environment that values growth, embraces failure as a growth experience, and provides the structure for a series of pathways for achieving success and demonstrating learning. Technology can be used to enhance learning by providing access to vast resources and collaboration opportunities, as well as a means of demonstrating student learning in a variety of ways. Technology is also the component that makes the widespread personalization of learning feasible and manageable.

One major aspect of this year's planning process was the creation of a Learning Management System Task Force divided into four sub-committees: Curriculum and Instruction; Data Analysis and Reporting; Data and System Integration; and Professional Learning, Documentation, and Support. The purpose of the Learning Management System Task Force was to begin the process of locating a learning management system for use district-wide by teachers, students, parents, and administrators. Input was provided from a cross-functional group including stakeholders from Academics, Information and Technology, Talent Development, Research Department, and schools. This group will select classroom based solutions that meet the district's personalized learning vision of providing each student with customized learning delivered through a blended learning model in which a learning management system contains the digital curriculum. Teachers will customize teaching and learning through the use of vetted digital resources housed in the learning management system and the learning object repository; containing instructional applications, instructional frameworks, unit and lesson plans, activities, and assessments items aligned to the Florida Standards.

Towards this purpose, the Office of Academics commissioned a study of BCPS teachers in the spring of 2015. Broward County Public Schools partnered with a technology consulting firm, Gartner, to determine the needs of teachers when using technology for instruction. Gartner consultants conducted observations of classrooms and teachers to assist in this needs assessment and then followed up with brief interviews with teachers after school. Based on the study, a digital framework was developed to highlight distinct activities that teachers and students engage in throughout the day as part of the learning process. This framework was drafted, with the goal of attaining vendor feedback through an RFI process. The district wanted to understand the landscape of tools available to support the following teaching and learning activities:

Common Processes and Activities of BCPS Teaching and Learning



 Broward County Public Schools

Broward continues its standing Digital Projects Team and a Digital Projects Steering Committee with representation from key stakeholders including the Office of Academics, the Office of School Performance and Accountability, the Information and Technology Department, Talent Development, and key vendor partners. These committees provide input into the digital curriculum, digital classroom tools, professional learning, and curriculum and technical support initiatives. While the Digital Projects Steering Committee meets quarterly, the Digital Projects Team meets weekly to plan and implement the extensive digital learning projects currently underway and projected in Broward that are essential to the success of the District Strategic Plan, the District Technology Strategic Plan, and the vision for digital learning in Broward County Public Schools. The Digital Projects Team is led by the Office of Academics and includes representatives from the mathematics, science, literacy, ESOL and ESE departments, which provide direction in the instructional use of digital resources to support student achievement targets. Technology partners are also part of the Digital Projects Team. In addition to the Digital Project Team providing input into the Digital Classrooms Plan, the Broward Technology Advisory Committee discusses the Digital Classrooms Plan at each of its monthly meetings thereby obtaining external stakeholder input into the plan.

1.3 Technology Integration Matrix (TIM) – Summarize the process used to train, implement and measure classrooms using the TIM.

Measure Classrooms Using the TIM:

The Technology Integration Matrix (TIM) is used by BCPS as a comprehensive framework for evaluating technology integration in our schools. Its resources are used as a model of best practices, present a context for planning, and assist with choosing educator professional development. The matrix gives the District a foundation for organizing technology-related professional development and a common vocabulary regarding technology integration.

On an annual basis, schools reported through the Florida Innovates Technology Resources Survey the status of their teacher’s progress towards the integration of technology into classroom instruction based on the TIM and identify the percentages of teachers who are at the following levels of integration:

- **Entry:** The teacher begins to use technology tools to deliver curriculum content to students.
- **Adoption:** The teacher directs students in the conventional and procedural use of technology tools.
- **Adaptation:** The teacher facilitates students in exploring and independently using technology tools.
- **Infusion:** The teacher provides the learning context and the students choose the technology tools to achieve the outcome.
- **Transformation:** The teacher encourages the innovative use of technology tools. Technology tools are used to facilitate higher order learning activities that may not have been possible without the use of technology.

The Technology Integration Matrix (TIM) was utilized in determining how teachers in our BCPS classrooms use technology to enhance learning for K-12 students as part of our needs assessment process in relation to the procurement of a learning management system. Our technology partner, Gartner, conducted a *Teacher Experience Study* during the 2014-2015 school year. The study had some guiding research questions and hypotheses as listed below:

Question(s)	Hypotheses
What is the current user experience of BCPS teachers with regard to district technology/solutions? Where are teachers encountering the most pain? Where are teachers experiencing productivity and effectiveness?	Overall BCPS user experience is frustrating due to multitude/variety of applications and logins; however, many individual applications serve their purpose adequately.
Where can efficiencies be gained by more or less technology solutions?	A unified platform could simplify access to the wide variety of existing tools, and its implementation would streamline the user experience (and data) of instructional staff.

How do we characterize those typical tasks (journeys or scenarios) where technology may facilitate instruction and student-centered learning? How can we best communicate how teachers will fulfill these individual capabilities and responsibilities in the future?	Teachers wear many hats, some of which could be/are facilitated by digital solutions addressing specific needs.
How do teachers prefer to be equipped and prepared for changes brought on by digitalization and 21 st century learning?	BCPS Teachers are at various stages of digital “readiness”, though most understand its benefits – however, there is likely a device/asset shortage across the district to support digital learning environments. Teachers will also need ongoing professional learning, resources, and support.

Through the TIM’s s five interdependent characteristics of meaningful learning environments: active, constructive, goal directed, authentic, and collaborative; along with the associated five levels of technology integration: entry, adoption, adaptation, infusion, and transformation; Gartner was able to create scenarios describing the varied technology integration levels of our teachers. See p. 51 for additional information.

Train Using the TIM:

Teachers and principals will receive new computer/laptop devices as a result of the GOB IT deployment. District professional development to train staff on effective instructional and operational use of the devices will be delivered in four levels: the *21st Century Learner Qualification: Level 1* will provide a baseline of technology integration across Broward Schools. Upon completion of Level 1, teachers and administrators will be awarded the 21st Century Learner Qualification. Subsequent levels of training will be offered to move teachers and administrators into more substantial and varied usage of technology in their classrooms and schools: the *21st Century Educator Qualification: Level 2*, the *21st Century Collaborator: Level 3*, and the *21st Century Innovator: Level 4*. The District’s Level 1 through Level 4 training aligns with the five levels of teacher technology usage of the TIM: Entry and Adoption (Level 1), Adaptation (Level 2), Infusion (Level 3), and Transformation (Level 4).

Implement Using the TIM:

The TIM is currently used in our Digital Classrooms trainings to model for teachers how to best use technology tools in meaningful ways during daily instruction and for principals in how to best evaluate this type of instruction and recommend professional development. The District’s Digital 5 and Digital Infusion Programs support the expansion of technology in classrooms. Students and their teachers receive digital devices, access to a learning management system, professional learning and curriculum resources to maximize student learning and engagement and create personalized learning environments in these Broward classrooms.

The first of these strategies, Digital 5, began with 27 elementary schools in 2013-2014. This program has now expanded to 84 elementary schools. Broward’s middle schools are “infusing”

digital tools, resources and instructional strategies within the content areas of mathematics and English/Language Arts. Sixth grade English/Language Arts and mathematics classes have access to: a student laptop cart with 22 laptops for daily instructional use by students the following as part of daily instruction, teacher laptop to deliver curriculum, and a new digital curriculum aligned to Florida Standards in mathematics and English/Language Arts. In addition, every Intensive Reading class was given a laptop cart for daily instruction in 2013-2014. Broward's ninth grade students in English/Language Arts classes have access to a student laptop cart with 25 laptops for daily instructional use by students, a teacher laptop to deliver curriculum, and a new digital curriculum aligned to Florida Standards in English/Language Arts. Student laptops and teacher devices were distributed to D5 ESE special programs and 6th and 9th grade ESE programs. Devices were also distributed to D5 ESE ACCESS programs. Fourteen Broward middle and high schools participate in a new digitally-based curriculum program for students who are native speakers of languages other than English to develop and strengthen listening, speaking reading and writing skills and develop independent reading endurance while acquiring the English language (ELL students). Called Digital DLA, the goal of the project is to enable ELLs to control their pace, place and path of instruction by using digital devices and digital curriculum content for communication, collaboration, research, knowledge acquisition, and presentation of learning through assessments. The vision is to move ELLs towards a personalized learning environment in the Developmental Language Arts through a secondary ESOL - Reading course. *Digital DLA* incorporates digital tools, learning strategies and web-based applications in the creation of this personalized learning space.

During the 2015-2016 school year Broward County Public Schools will take advantage of the arrangement made between the Florida Center for Instructional Technology (FCIT) and the State of Florida Department of Education offering school districts an optional year-long subscription to the TIM Tools. The TIM Tools will assist our school district in its planning, implementing, and evaluating our school technology initiatives. Broward County Public Schools will also participate in the online TIM training courses providing instruction for administrators, teachers, and staff on how to effectively use the TIM.

I.4 Multi-Tiered System of Supports (MTSS) -

Describe the problem – solving process based on available district-specific data which were used for the goals and needs analysis established in the plan:

Broward has implemented an evidence-based model of instruction that uses data-based problem solving to integrate academic and behavioral instruction and intervention called the BEST Blueprint. BEST (Beyond Expected Student Targets) is a collaborative program that connects the work of the Office of Academics, the Office of School Performance and Accountability and the Office of Talent Development and led by the Superintendent and Senior Cabinet Leaders to create the following best practices:

- A focused and authentic professional learning community (PLC) process that focuses on student data to improve instructional practice
- An embedded high quality RtI process that establishes and ensures that early and appropriate interventions and progress monitoring are taking place

- Optimal internal/external relationships to engage municipalities, business partners and non-profit organizations in educating students
- Scaling up BEST practices in all schools

This comprehensive program is a unified effort to align student achievement expectations, provide real time data collection through common formative and summative assessments, examine on a monthly basis evidence of instruction and use of professional learning communities for teacher collaboration around student data, and provide differentiated support to principals and teachers aligned to individual school student needs. The BEST Blueprint provides essential data on a regular and ongoing basis needed to support the effective implementation and direction of the Digital Classrooms Plan and the continuous improvement of Broward's digital initiatives.

Explain the existing system used to monitor progress of the implementation plan:

The fidelity of Tier 1 is assessed through the use of walkthroughs by principals and peers and/or direct observation of the critical elements of the instructional process. Broward uses the Marzano Causal Teacher Model in its observation of teachers and support staff. The sufficiency of instruction for Tier 1 is monitored based on the degree in which teachers implement core instruction consistent with the time expectations for instruction in specific content areas each day. Fidelity in Tiers 2 and 3 is monitored through regular meetings to determine student response to the intervention, barriers to the delivery of the intervention, and technical assistance to deliver the interventions as intended. Professional development opportunities are varied and designed to directly support staff on how to assess fidelity at each tier and utilize identified strategies for ensuring fidelity of implementing evidence-based instruction through Professional Learning Communities at the school and district levels.

Behavioral & Academic Support Information System (**BASIS**) is the comprehensive District electronic tool providing ALL the data needed to drive decision-making and instruction in schools. BASIS enhances our continuing efforts to standardize student achievement and Response to Intervention (RtI) district-wide, and follows the Florida Continuous Improvement Model. Student assessment, academic, behavior, and demographic information are centrally located. Data is continually updated and current; enabling school administrators, teachers and staff the opportunity to gain a full grasp of their school and their students. By tracking and monitoring school-wide and individual student performance data, BASIS ensures fully informed decision-making and promotes high quality instruction to help all students succeed. Along with serving as an administrative tool for viewing school wide data needed for decision making, the system was designed to assist with:

- The early identification and assessment of at-risk students
- Streamlining of the Student Support referral process to ensure delivery of effective interventions across settings

Teachers and administrators upon entering into BASIS are able to:

- View interventions / activities provided to individual students by common teachers
- Enter interventions/ activities teachers/administrators provide to individual students
- Refer students for student support services (make a school social worker referral)

How the district intends to support the implementation and capacity described in the plan:

The District provides professional development and support (technical assistance and coaching), data support (data sources and technology), leadership support (policies, expectations, and evaluation) and program evaluation (ongoing data collection) to ensure integrity of implementation and support. For the 2015-2016 school year the Office of Academics Student Support Initiatives is implementing Zone Platform for Assistance & Collaboration (**Z-PAC**). School leaders, MTSS/RTI/CPS teams, instructional and support staff together will respond to the needs of all students through personalized learning and support to implement the BEST MTSS/RTI processes at all schools. Round 1 Z-PAC focus is specifically on the MTSS/RTI process described in this plan, Round 2 on Social-Emotional Learning, and Round 3 on Personalized Learning.

I.5 District Policy - The district should provide each of the policies listed below and include any additional digital technology relevant policy in the "other/open" category. If no district policy exists in a certain category, please use "N/A" to indicate that this policy is currently non-applicable. (This does not preclude the district from developing and including a relevant policy in the future.)

These policy types are suggestions, please complete as they are available or add additional if necessary.

Type of Policy	Brief Summary of Policy (limit character)	Web Address (optional)	Date of Adoption
Student data safety, security and privacy	The Pupil Accounting Department shall maintain a centralized system of information relating to all students enrolled in the Broward County school system.	http://www.broward.k12.fl.us/sbbcpolicies/docs/P5008.000.pdf	11/13/69
District teacher evaluation components relating to technology (if applicable)	Elements 45 and 46 of Domain 2 – Planning and Preparing of the Marzano Causal Teacher Model as part of the Broward BrIDGES observation and teacher evaluation process.	http://www.broward.k12.fl.us/talentdevelopment/news/learning_maps/LearningMap_ClassroomTeacherD2.pdf	8/2012
Policy 4009	The Superintendent or designee of the School Board of Broward County, Florida shall be responsible for developing, organizing, updating and implementing a system wide program of assessing the competency of the instructional, administrative/supervisory, and non-instructional personnel.	http://www.broward.k12.fl.us/sbbcpolicies/docs/P4009.000.pdf	3/13/69

BYOD (Bring Your Own Device) Policy	Bring your own device and BCPS Information Security Guidelines	http://www.broward.k12.fl.us/erp/itsupport/security.html	8/25/15
Policy for refresh of devices (student and teachers)	N/A		
Acceptable/Responsible Use policy (student, teachers, admin) Policy 5306	School and District Technology Usage- The policy provides guidance for appropriate technology utilization and integration into the curriculum as well as infusion into school/district administration and management	http://www.broward.k12.fl.us/sbbcpolicies/docs/P5306.000.pdf	8/6/96
Master Inservice Plan (MIP) technology components	Master Plan and Innovation Configuration http://www.broward.k12.fl.us/talentdevelopment/html/ic_masterplan.html		
	Master Plan Digital Learning Curriculum Integration http://www.broward.k12.fl.us/talentdevelopment/new/s/mp_ic_Digital_Learning_Curriculum_Integration.pdf		1/12/15
	Master Plan Technology Systems Operation http://www.broward.k12.fl.us/talentdevelopment/new/s/mp_ic/Technology_Systems_Operations.pdf		1/13/15
	Master Plan Digital Personalized Learning http://www.broward.k12.fl.us/talentdevelopment/new/s/mp_ic_Digital_Person_Learn.pdf		1/12/15
	Instructional Technology for 21 st Century Teaching and Learning http://www.broward.k12.fl.us/talentdevelopment/new/s/mp_ic_21stCentTech_Learn.pdf		7/28/15
Other/Open Response			
Technology Advisory Committee	Committee to provide input, advice, assistance, and recommendation in the	http://www.broward.k12.fl.us/sbbcpolicies/docs/P5306.1.000.pdf	8/3/10

Policy 5306.1	procurement and implementation of technology.		
Audiovisual Policy Policy 6100	The purpose of the policy is to establish clear direction and consistent procedures for the use of audiovisual materials for student instruction and classroom use.	http://www.broward.k12.fl.us/sbbcpolicies/docs/P6100.pdf	4/29/03
Cell Phone, Media Devices & Electronic Devices Use and Operational Restrictions on District (Owned and Leased) Property- Policy 7015	The purpose of this policy is to establish guidelines to restrict the use of cell phones and other electronic devices for all drivers while operating a motor vehicle on district owned and leased properties	http://www.broward.k12.fl.us/sbbcpolicies/docs/Policy%207015.pdf	6/24/14
Distance Learning Policy 6744	Policy defined distance learning, gives its rationale, providers of distance learning, eligibility, registration and enrollment, courses, credits, instructional staff, student progress and grades, and NCAA eligibility	http://www.broward.k12.fl.us/sbbcpolicies/docs/P6744.pdf	6/17/03
Intellectual Property Policy 4214	Materials produced by School Board employees within the scope of their employment are the property of the School Board, which is the author and copyright holder and patent owner of the work.	http://www.broward.k12.fl.us/sbbcpolicies/docs/P4212.000.pdf	4/4/14
Information Security Guidelines	The information security guidelines, in conjunction with appropriate state and federal statutes, will serve as a foundation and strategic framework for the protection of Broward County Public Schools (BC PS) data.	http://www.broward.k12.fl.us/ERP/ITStandards/docs/Standard%20Items/Security/Information%20Security%20Guidelines%20V04042014.pdf	4/4/14
Social Media Guidelines	Broward County Public Schools Social Media Use Guidelines Broward County Public Schools	http://www.broward.k12.fl.us/ERP/ITStandards/docs/Standard	4/4/14

	<p>(BCPS) realizes that part of 21st century learning is adapting to the changing methods of communication. The importance of teachers, students and parents engaging, collaborating, learning, and sharing in these digital environments is a part of 21st century learning.</p> <p>As such, educational standards are now requiring the use of online educational tools to demonstrate proficiency. To address related issues, BCPS has developed guidelines to provide direction for employees, students and the school district community when participating in online social media activities</p>	<p>%20Items/Security/BCPS_SocialMediaUseGuidelines_Final.pdf</p>	
<p>Personally Owned Devices – for Employees</p>	<p>Personally owned devices connected to the Broward County Public Schools (BCPS) network pose a risk for every other connected device and therefore users must abide by all BCPS Policies and Guidelines. Personally owned devices are defined as laptops, smartphones, tablets and other mobile Internet devices. The guidelines are designed for use by staff only and must be followed if the local administration decides to allow users to bring in personally owned devices.</p>	<p>http://www.broward.k12.fl.us/erp/ITStandards/docs/Standard%20Items/Security/PersonallyOwnedDeviceGuidelines%20v01102012.pdf</p>	<p>10/20/12</p>

Part II. DIGITAL CLASSROOMS PLAN –STRATEGY

STEP 1 - Needs Analysis:

Districts should evaluate current district needs based on student performance outcomes and other key measurable data elements for digital learning.

- A) Student Performance Outcomes
- B) Digital Learning and Technology Infrastructure
- C) Professional Development
- D) Digital Tools
- E) Online Assessments

■ **Highest Student Achievement**

Student Performance Outcomes:

Districts shall improve classroom teaching and learning to enable all students to be digital learners with access to digital tools and resources for the full integration of the Florida Standards.

After completing the suggested activities for determining the student performance outcomes described in the DCP guidance document, complete the table below with the targeted goals for each school grade component. Districts may add additional student performance outcomes as appropriate. Examples of additional measures are District Improvement and Assistance Plan (DIAP) goals, district Annual Measurable Objectives (AMOs) and/or other goals established in the district strategic plan.

Data are required for the metrics listed in the table. For the student performance outcomes, these data points should be pulled from the school and district school grades published at <http://schoolgrades.fldoe.org>. Districts may choose to add any additional metrics that may be appropriate below in the table for district provided outcomes.

A. Student Performance Outcomes (Required)		Baseline	Target	Date for Target to be Achieved (year)
II.A.1.	FSA ELA Student Achievement	53% *	65%	2019
II.A.2.	FSA Math Student Achievement (Excludes EOCs)	55% *	65%	2019
II.A.3.	Science Student Achievement – 5 th and 8 th Grade	5 th – 50%* 8 th – 46%*	5 th – 65% 8 th – 65%	2019
II.A.4.	Science Student Achievement – Biology	64%**	70%	2019
II.A.5.	ELA Learning Gains	N/A		
II.A.6.	Math Learning Gains	N/A		
II.A.7.	ELA Learning Gains of the Low 25%	N/A		
II.A.8.	Math Learning Gains of the Low 25%	N/A		
*Based on Total District Data, not limited to school grades data				
**Based on all first time test takers				
B. Student Performance Outcomes (Required)		Baseline	Target	Date for Target to be Achieved (year)
II.A.9.	Overall, 4-year Graduation Rate Traditional High Schools:***	2012–76.4 %	90 %	2019 ***

	2012 - 88.9% 2013 - 89.2% 2014 - 88.7% 2015 - 91.7% ***	2013- 75.3% 2014- 74.2% 2015 - Overall 76.6%*** Traditional Schools Only- 91.7% ***		
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*** The District, in its Strategic Plan, targeted 90% overall graduation rate by 2015. The traditional high schools have obtained that goal this year with the preliminary 2015 unofficial graduation rate estimates.

II.A.10.	Acceleration Success Rate	69% ***	72%	2016
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*** Average Acceleration Points earned by BCPS high schools from Florida School Grades Report.

A. Student Performance Outcomes (District Provided)		Baseline	Target	Date for Target to be Achieved (year)
II.A.11. (D)	Increase percentage of fifth grade students in the Digital 5 Personalized Learning initiative performing at FSA proficiency levels in mathematics, reading, and science.	Math- 55%**** ELA- 48%**** Science- 46%****	Math -65% ELA - 60% Science- 60%	2019
II.A.12. (D)	Increase access to a learning management system to targeted schools and classrooms including D5 and Digital Infusion program students and teachers for instruction, assessment, and progress monitoring	35%	100%	2019
II.A.13. (D)	Increase percentage of targeted fifth grade elementary students with basic keyboarding skills	20%	100%	2019
II.A.14. (D)	Increase percentage of targeted D5 and Digital Infusion students meeting digital literacy standards as defined by ISTE national standards.	35%	100%	2019

****Based on 69 D5 Schools, Total School Data

■ **Quality Efficient Services**

Technology Infrastructure:

Districts shall create a digital learning infrastructure with the appropriate levels of bandwidth, devices, hardware and software.

For the infrastructure needs analysis, the required data points can and should be pulled from the Technology Readiness Inventory (TRI). The baseline should be carried forward from the 2014 plan. Please describe below if the district target has changed. Districts may choose to add any additional metrics that may be appropriate.

B. Infrastructure (Required)	Needs Analysis	Baseline from 2014	Actual from Spring 2015	Target	Date for Target to be Achieved (year)	Gap to be addressed (Actual minus Target)
II.B.1.	Student to Computer Device Ratio	5:1	2.45:1	2:1	2018	.45:1
II.B.2.	Count of student instructional desktop computers meeting specifications	17,200	26,202	33,402 (replacements in media centers)	2019	N/A
II.B.3.	Count of student instructional mobile computers (laptops) meeting specifications	47,500	75,176	110,000	2019	27,676
II.B.4.	Count of student web-thin client computers meeting specifications	N/A	N/A	N/A	N/A	N/A
II.B.5.	Count of student large screen tablets meeting specifications	3,903	4,336	N/A	N/A	N/A
II.B.6.	Percent of schools meeting recommended bandwidth standard	73.68%	81.71% *	100%	2019	18.29 %
II.B.7.	Percent of wireless classrooms (802.11n or higher)	56 %	61 %	100 %	2019	39 %

*This number is different from what is being referenced in the 2015 District Infrastructure Survey. This percentage was obtained by using the PARCC Testing Guidelines from SEDTA.

B. Infrastructure (Required)	Needs Analysis	Baseline from 2014	Actual from Spring 2015	Target	Date for Target to be Achieved (year)	Gap to be addressed (Actual minus Target)
II.B.8.	District completion and submission of security assessment *	N/A	N/A	N/A	N/A	N/A
II.B.9.	District support of browsers in the last two versions	N/A	Y	Y	N/A	N/A

* Districts will complete the security assessment provided by the FDOE. However under s. 119.07(1) this risk assessment is confidential and exempt from public records.

■ **Skilled Workforce and Economic Development**

Professional Development:

Instructional personnel and staff shall have access to opportunities and training to assist with the integration of technology into classroom teaching.

Professional Development should be evaluated based on the level of current technology integration by teachers into classrooms. This will measure the impact of the professional development for digital learning into the classrooms. The Technology Integration Matrix (TIM) can be found at: <http://fcit.usf.edu/matrix/matrix.php>. Average integration should be recorded as the percent of teachers at each of the five categories of the TIM for the levels of technology integration into the classroom curriculum:

- Entry
- Adoption
- Adaptation
- Infusion
- Transformation

C. Professional Development Needs Analysis (Required)		Baseline (to be established in 2015)	Target	Date for Target to be Achieved (year)
II.C.1.	Average teacher technology integration via the TIM (based on peer and/or administrator observations and/or evaluations) *	To be determined	Entry: 5% Adoption: 10% Adaptation: 20% Infusion: 45% Transform: 20%	2019
II.C.2.	Percentage of total evaluated teacher lessons plans at each level of the TIM *	To be determined	Entry: 5% Adoption: 10% Adaptation: 20% Infusion: 45% Transform: 20%	2019

*The baseline (2015) will be determined using the electronic TIM tool. Observations will begin upon District approval of the DCP, conducted by trained district personnel. The DCP will be updated with results when observations are completed.

C. Professional Development Needs Analysis (District Provided)		Baseline (to be)	Target	Date for Target to be Achieved
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		established in (2015)		<i>(year)</i>
II.C.3. (D)	Average Teacher technology integration via the TIM (Elementary School) *	To be determined	Entry: 5% Adoption: 10% Adaptation: 20% Infusion: 45% Transform: 20%	2019
II.C.4. (D)	Average Teacher technology integration via the TIM (Middle Schools) *	To be determined	Entry: 5% Adoption: 10% Adaptation: 20% Infusion: 45% Transform: 20%	2019
II.C.4. (D)	Average Teacher technology integration via the TIM (High Schools) *	To be determined	Entry: 5% Adoption: 10% Adaptation: 20% Infusion: 45% Transform: 20%	2019
II.C.7. (D)	Average Teacher technology integration via the TIM (Combination Schools) *	To be determined	Entry: 5% Adoption: 10% Adaptation: 20% Infusion: 45% Transform: 20%	2019
II.C.8. (D)	Personalized learning (Digital 5) Project: Needs Analysis based on project goals *	To be determined	Entry: 5% Adoption: 10% Adaptation: 20% Infusion: 45%	2019

			Transform: 20%	
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*The baseline (2015) will be determined using the electronic TIM tool. Observations will begin upon District approval of the DCP, conducted by trained personnel. The DCP will be updated with results when observations are completed.

■ **Seamless Articulation and Maximum Access**

Digital Tools:

Districts shall continue to implement and support a digital tools system that assists district instructional personnel and staff in the management, assessment and monitoring of student learning and performance.

A key component to digital tools is the implementation and integration of a digital tool system that assists district instructional personnel and staff in the management, assessment and monitoring of student learning and performance. Districts may also add metrics for the measurement of CAPE (Career and Professional Education) digital tools. For the required metrics of the digital tool system need analysis, please use the following responses:

D. Digital Tools Needs Analysis (Required)		Baseline (to be established in 2015)	Baseline (to be established in 2015)	Target	Date for Target to be Achieved (year)
	Student Access and Utilization (S)	% of student access	% of student utilization	% of student access	School Year
II.D.1. (S)	A system that enables access and information about standards/benchmarks and curriculum.	100% (CPALMS)	70 %	100 %	2019
II.D.2. (S)	A system that provides students the ability to access instructional materials and/or resources and lesson plans.	100% (CPALMS)	85 %	100%	2019
II.D.3. (S)	A system that supports student access to online assessments and personal results.	50 % (Online programs, BEEP)	70%	100 %	2019
II.D.4. (S)	A system that houses documents, videos, and information for students to access when they have questions about how to use the system.	25 % (Online programs, Atomic Learning)	25 %	100 %	2019
II.D.5. (S)	A system that provides secure, role-based access to its features and data.	85 % (Online programs, BEEP)	85 %	100 %	2019

D. Digital Tools Needs Analysis (Required)		Baseline (to be established in 2015)	Baseline (to be established in 2015)	Target	Date for Target to be Achieved (year)
	Teachers/Administrators Access and Utilization (T)	% of Teacher/Admin access	% of Teacher/Admin Utilization	% of Teacher/Admin access	
II.D.1. (T)	A system that enables access to information about benchmarks and use it to create aligned curriculum guides.	100% (CPALMS through BEEP)	80% (includes dept. chairs, grade level chairs, coaches, administrators, and teachers who create guides)	100%	2019
II.D.2. (T)	A system that provides the ability to create instructional materials and/or resources and lesson plans.	25 % (Online programs)	25 %	100 %	2019
II.D.3. (T)	A system that supports the assessment lifecycle from item creation, to assessment authoring and administration and scoring.	25% (Online programs)	25 %	100 %	2019
II.D.4. (T)	A system that includes district staff information combined with the ability to create and manage professional development offerings and plans.	100 % (MyLearningPlan, SAP)	100 %	100 %	Achieved
II.D.5. (T)	A system that includes comprehensive student information that is used to inform instructional decisions in the classroom for analysis, and for communicating to students and parents about classroom activities and progress.	95 % (BASIS, Virtual Counselor, TERMS)	90%	100 %	2019
II.D.6. (T)	A system that leverages the availability of data about students, district staff,	60% (BASIS, Virtual	80%	100 %	2019

	benchmarks, courses, assessments and instructional resources to provide new ways of viewing and analyzing data.	Counselor, BEEP, TERMS) Disparate systems not integrated			
II.D.7. (T)	A system that houses documents, videos and information for teachers, students, parents, district administrators and technical support to access when they have questions about how to use or support the system.	60 % (BEEP, Defining the Core, Eduvision, Online programs) Disparate systems not integrated	60 %	100 %	2019
II.D.8. (T)	A system that includes or seamlessly shares information about students, district staff, benchmarks, courses, assessments and instructional resources to enable teachers, students, parents and district administrators to use data to inform instruction and operational practices.	50 % (BASIS, TERMS, BEEP, Virtual Counselor) Disparate systems not integrated	80 %	100 %	2019
II.D.9. (T)	A system that provides secure, role-based access to its features and data for teachers, students, parents, district administrators and technical support.	90 % (Online programs, BEEP, Virtual Counselor, TERMS) Disparate systems not integrated	90 %	100 %	2019

D. Digital Tools Needs Analysis (Required)	Baseline (to be established in 2015)	Baseline (to be established in 2015)	Target	Date for Target to be Achieved (year)
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	Parent Access and Utilization (P)	% of parent access	% of parent utilization	% of parent access	
II.D.1. (P)	A system that includes comprehensive student information which is used to inform instructional decisions in the classroom, for analysis and for communicating to students and parents about classroom activities and progress.	80 % (Virtual Counselor, Online programs) Need Internet to access	80 %	100 %	2019

D. Digital Tools Needs Analysis (Required)		Baseline (to be established in 2015)	Target	Date for Target to be Achieved (year)
(IM)	Instructional Materials	Baseline %	Target %	School Year
II.D.1. (IM)	Percentage of instructional materials purchased and utilized in digital format (purchases for 2015-16)	100% (Supplemental and elective course material may not be in digital format)	100 % (All course material will be in digital format)	2019
II.D.2. (IM)	Percentage of total instructional materials implemented and utilized that are digital format (includes purchases from prior years)	97 % (Supplemental and elective course material may not be in digital format)	100 % (All course material will be in digital format)	2019
II.D.3. (IM)	Percentage of instructional materials integrated into the district Digital Tools System	100 % (BEEP) (Supplemental and elective course material may not be in digital format)	100% (All course material will be in digital format and integrated into a new learning management system)	2019
II.D.4. (IM)	Percentage of the materials in answer 2 above that are accessible and utilized by teachers	80 %	100 %	2019
II.D.5. (IM)	Percentage of the materials in answer 2 that are accessible and utilized by students	80 %	100 %	2019
II.D.6. (IM)	Percentage of parents that have access via an LIIS to their students instructional materials [ss. 1006.283(2)(b)11, F.S.]	50 % (BEEP, Virtual Counselor)	100 %	2019

■ **Quality Efficient Services**

Online Assessment Readiness:

Districts shall work to reduce the amount of time used for the administration of computer-based assessments.

Online assessment (or computer-based testing) will be measured by the computer-based testing certification tool and the number of devices available and used for each assessment window.

D. Online Assessments Needs Analysis (Required)		Baseline (to be established in 2015)	Target	Date for Target to be Achieved (year)
II.E.1.	Computers/devices available for statewide FSA/EOC computer-based assessments	75,176	110,000	2018
II.E.2.	Percent of schools reducing the amount of scheduled time required to complete statewide FSA/EOC computer-based assessments	14 % (High Schools)	75 %	2019

STEP 2 – Goal Setting:

Provide goals established by the district that support the districts mission and vision. These goals may be the same as goals or guiding principles the district has already established or adopted.

These should be long-term goals that focus on the needs of the district identified in step one. The goals should be focused on improving education for all students including those with disabilities. These goals may be already established goals of the district and strategies in step three will be identified for how digital learning can help achieve these goals.

Districts should provide goals focused on improving education for all students, including those with disabilities. These goals may be previously established by the district.

Enter district goals below:

A. Broward County Public School’s Three-Year Strategic Plan 2012-2015

Broward County Public Schools has identified three major and overarching goals for the district as established in the District’s Three Year Strategic Plan (2012-2013). These goals guide and direct the academic and operational direction for the school district and support the district’s vision and mission. The Broward goals are provided in this document along with a link to the web site: <http://bcps.browardschools.com/strategicplan/index.html>. While the overarching district goals of high quality instruction, continuous improvement and communications reflect Broward’s strategic vision, the current strategic plan delineates student performance targets in math, reading and science based on FCAT student achievement results. Broward recognizes that with the state’s adoption of the new FSA assessment, all school districts will need to establish new student performance baselines. Accordingly, BCPS will re-calibrate its strategic goals and objectives and update its strategic plan when FSA assessment data are available during the school year. In addition, the School District is currently developing its new Strategic Plan 2016 - 2019.

Goal 1: High Quality Instruction: Improve student performance by focusing on raising academic rigor in teaching and learning among staff and students, and preparing students and staff for global competitiveness.

College and Career Readiness: Increase graduates who meet college/career readiness to 80% by 2015.

Graduation Success: Increase four-year graduation rate to 90% by 2015 *

Middle School Readiness: Increase grade 5 combined proficiency (Level 3+ in reading, math, and science) to 69% by 2015.

Early Childhood (grade 3): Increase grade 3 combined proficiency (Level 3+ in reading and math) to 84% by 2015.

High School Readiness: Increase grade 8 combined proficiency (Level 3+ in reading, math, and science) to 57% by 2015.

*The 90% graduation rate by 2015 target was established in 2012. The attached Focus on Graduation Success chart shows that the traditional high schools have nearly obtained that goal

as of 2013-14 school year with an 88.7% graduation rate. The district is continuing to strive towards a 90% overall graduation rate by 2019.

Goal 2: Continuous Improvement: Align resources and develop an organized structure that supports operational effectiveness and efficiency to implement the District's priorities focusing on improving student achievement and business processes.

Goal 3: Effective Communication: Increase the effectiveness of internal and external communication with stakeholders to improve the District's image and develop marketing initiatives that will lead to greater understanding and trust among the District, community, and School Board.

B. Broward Technology Strategic Plan – Goals aligned to the District goals of high quality instruction, continuous improvement and effective communication.

Technology will support **Goal 1: High Quality Instruction** by:

1. Providing the technology that enables the transformation of teaching and learning through personalized learning.
2. Providing technology to ensure effective and continuous provision of professional development through online, blended, and face-to-face options designed to deliver learning opportunities that integrate technology, curriculum, and pedagogy.
3. Maintaining a consistent and sustainable baseline standard of technology infrastructure and support in every school that is accessible by every student and is continually updated.
4. Meeting the specialized technical requirements of District education programs such as magnet schools, ESE programs, ESOL/ELL programs, Virtual Schools, Adult Education, Career Technical Education, and STEM.
5. Providing access to the breadth and depth of student information and instructional decision-making data maintained at the classroom level, school-level and District-level in a user friendly and secure manner.
6. Developing and maintaining close collaborative relationships between academic and I&T operational areas.

Technology will support **Goal 2: Continuous Improvement** by:

1. Increasing District-wide productivity through increased administrative efficiency enabled by reliable technology systems to all schools and within all departments.
2. Providing departments, parents, students, and the community user-friendly access to student and administrative data and information to positively impact administrative and academic decision-making at all levels within the District.
3. Supporting District-wide operational resiliency through effective security practices, disaster preparedness and business continuity planning.
4. Building and utilizing effective project management practices to ensure timely, cost-effective and quality employment of academic, administrative and technological projects.
5. Assessing and aligning I & T staff resources, partnerships and third party contracts to facilitate timely delivery and support of technology initiatives.

Technology will support **Goal 3: Effective Communication** by:

1. Ensuring a reliable and secure core communications infrastructure for the District-telephony, data networks, video, and web services.
2. Providing a technology platform that supports community engagement and collaboration (this includes parent engagement and education, business partnerships and community relationships).
3. Supporting innovative use of technology for District-wide communication, e.g., use of social media and social collaboration platforms.
4. Deploying a platform for the communication of student and administrative data and information to those that need it.
5. Providing technology tools that enable robust but user friendly analytics.

STEP 3 – Strategy Setting:

Districts will outline high-level digital learning and technology strategies that will help achieve the goals of the district. Each strategy will outline the districts theory-of-action for how the goals in Step 2 will be addressed. Each strategy should have a measurement and timeline estimation.

Enter the district strategies below:

STRATEGIES			
Goal Addressed	Strategy	Measurement	Timeline
High Quality Instruction (Elementary)	Continue to implement the Digital 5 Personalized Learning Project until all 5 th grade students and teachers are included in this 1:1 initiative. Baseline: 69 schools in 2014-2015. Total schools - 140 Update: 84 schools in 2015-2016. Total schools - 137	<ul style="list-style-type: none"> Capital Budget Plan and GOB are aligned to purchase digital devices for students and teachers in this project. Project is fully implemented by 2016-2017 school year. All program components are budgeted including professional learning, earning management system, and digital curriculum content. <i>Measurement: Outside Evaluation by 3rd party evaluator. Goals focused on increasing student engagement, increasing achievement in math and reading</i>	<ul style="list-style-type: none"> 2015-2016: Additional 15 schools added to the Digital 5 initiative 2016-2017 school year: Additional 38 elementary schools will be implementing the Digital 5 program. 2016-2017: Goal met of all elementary schools having a Digital 5 program
High Quality Instruction (Middle and High)	Continue to roll out digital devices for the classroom in conjunction with the adoption of new Florida Standards aligned digital curriculum. Program name is: Digital Infusion . Status: 2014-2015 Grade 6 Math, ELA, and Intensive Reading Grade 7, 8 – ELA Grade 9, ELA, Intensive Reading Grade 10 – Intensive Reading Grade 6 and 9 ESE ACCESS	<ul style="list-style-type: none"> Capital Budget Plan and GOB are aligned to purchase digital devices for this project Continue to purchase instructional materials in digital format Ensure digital curriculum is accessible through Broward learning management systems Professional learning is aligned to project goals <i>Measurement: FSA student achievement results in ELA, Reading, and Math (baseline year – 2015)</i>	<ul style="list-style-type: none"> 2015-2016 Continue to add content areas including world languages, math, science, and social studies 2016-2018 Continue to add content areas including world languages, math, science and social studies
High Quality Instruction and Continuous Improvement	Continue to upgrade the infrastructure to support the expanding needs of digital learning and online assessment.	<ul style="list-style-type: none"> Bandwidth amount Wireless access for all classrooms <i>Measurement: Utilization reports from Network Operations Center (NOC)</i> <i>Measurement: Number of schools with completed upgrades as part of the IT Bond Deployment</i>	2015 - 2019
High Quality Instruction	Meet the specialized technical requirements of District education programs such as magnet schools, ESE programs, ESOL/ELL programs, Virtual Schools, Adult Education,	<ul style="list-style-type: none"> Collaboration between Information and Technology and Academics is structured and regular. 	2015-2019

	Career Technical Education, and STEM	<ul style="list-style-type: none"> Academic program needs are met <p><i>Measurement: GOB, Capital Budget Plan, Professional Learning Plan and Academic Plan are collaboratively developed and implemented.</i></p>	
High Quality Instruction	Professional learning related to digital and personalized learning initiative is available through online, blended and face-to-face options. Professional learning communities support digital learning initiatives.	<ul style="list-style-type: none"> Professional learning is regularly scheduled and accessible to Broward teachers. Professional Learning Communities are providing opportunities for teachers to collaborate and share best practices on digital learning. <p><i>Measurement: Classroom observations show digital learning instructional strategies are evident.</i></p> <p><i>Measurement: Student work reflects the use of digital tools for learning</i></p> <p><i>Measurement: Number of teachers who complete the four levels of 21st century teaching and learning: Level 1: Learner Level 2: Educator Level 3: Collaborator Level 4: Innovator</i></p> <p><i>Measurement: Number of administrators/coaches participating in training on how to utilize the Technology Integration Matrix (TIM) in classroom walkthroughs</i></p>	2015 - ongoing
High Quality Instruction, Continuous Improvement, and Communication	Create, curate, and procure Broward's learning management system with digital curriculum, focused units of study, aligned assessments, and exemplary unit and lesson plans aligned to Florida Standards	<ul style="list-style-type: none"> Standardize on a learning management system for K-12 as evidenced by selected Learning Management System. Milestones and targets in LMS implementation plan are met. 	2015-2016: Selection 2016-2017: Pilot 2017-2019: Implementation
Continuous Improvement	Provide additional resources to integrate single sign on application through the selected Learning Management System	<ul style="list-style-type: none"> Single Sign On integration work complete and in alignment with learning management system implementation plan. 	2015-2016: Integration strategy and planning including selection of vendor(s). 2016-2019: Pilot and implementation
High Quality Instruction, Continuous Improvement and Communication	Procure consultant services from an IT consultant to assist with the needs assessment and implementation of the Learning Management System project, including teacher professional learning.	<ul style="list-style-type: none"> Milestones and targets in consultant services agreement are met. 	August 2015: Consultant Service Contract is completed. Revised continued contract received 9/10/15.

Part III. DIGITAL CLASSROOMS PLAN - ALLOCATION PROPOSAL

The DCP and the DCP Allocation must include five key components as required by ss.1011.62(12)(b), F.S. In this section of the DCP, districts will outline specific deliverables that will be implemented in the current year that are funded from the DCP Allocation. The five components that are included are:

- A) Student Performance Outcomes
- B) Digital Learning and Technology Infrastructure
- C) Professional Development
- D) Digital Tools
- E) Online Assessments

This section of the DCP will document the activities and deliverables under each component. The sections for each component include, but are not limited to:

- Implementation Plan – Provide details on the planned deliverables and/or milestones for the implementation of each activity for the component area. This should be specific to the deliverables that will be funded from the DCP Allocation.
- Evaluation and Success Criteria – For each step of the implementation plan, describe the process for evaluating the status of the implementation and once complete, how successful implementation will be determined. This should include how the deliverable will tie to the measurement of the student performance outcome goals established in component A.

Districts are not required to include in the DCP the portion of charter school allocation or charter school plan deliverables. In ss. 1011.62(12)(c), F.S., charter schools are eligible for a proportionate share of the DCP Allocation as required for categorical programs in ss. 1002.33(17)(b).

Districts may also choose to provide funds to schools within the school district through a competitive process as outlined in ss. 1011.62(12)(c), F.S.

A) Student Performance Outcomes

Districts will determine specific student performance outcomes based on district needs and goals that will be directly impacted by the DCP allocation. These outcomes can be specific to a individual school site, grade level/band, subject or content area, or district wide. These outcomes are the specific goals that the district plans to improve through the implementation of the deliverables funded by the DCP allocation for the 2015-16 school year.

Enter the district student performance outcomes for 2015-16 that will be directly impacted by the DCP Allocation below:

Student Performance			
Student Performance Outcomes	Baseline	Target	
III.A.1	Increase percentage of fifth grade students in the Digital 5 Personalized Learning initiative performing at FSA proficiency levels in mathematics, reading and science	Baseline Year – 2015 * FSA Math (excluding EOCs)- 55%* FSA ELA – 48%* Science – 46%*	FSA Math – 60% FSA ELA-55% Science- 55%
III.A.2	Increase access to learning management system to targeted D5 and Digital Infusion program students and teachers for instruction, assessment, and progress monitoring	35%	80%
III.A.3	Increase percentage of targeted fifth grade elementary students with basic keyboarding skills	20%	80%
III.A.4	Increase percentage of targeted D5 and Digital Infusion program students meeting digital literacy standards as defined by ISTE national standards	35%	80%
III.A.5	Create personalized learning paths for students within a learning management system, in each grade level and program of study, aligned to the Florida Standards.	Baseline Year – 2015 with pilot ELA and Mathematics courses	80%

*Based on 69 D5 schools, Total School Data

B) Digital Learning and Technology Infrastructure

State recommendations for technology infrastructure can be found at http://www.fldoe.org/BII/Instruct_Tech/pdf/Device-BandwidthTechSpecs.pdf. These specifications are recommendations that will accommodate the requirements of state supported applications and assessments.

Implementation Plan for B) Digital Learning and Technology Infrastructure:

B. Infrastructure Implementation					
	Deliverable	Estimated Completion Date	Estimated Cost	School/District	Gap addressed from Sect. II
III.B.1.	N/A				
III.B.2.					
III.B.3.					
III.B.4.					

If no district DCP Allocation funding will be spent in this category, please briefly describe below how this category will be addressed by other fund sources.

Brief description of other activities		Other funding source	
Deliverables	Estimated Completion Date	Estimated Cost	School/District
Ensure higher bandwidth wireless access in all classrooms by moving an all 802.11N or 802.11AC standard by installing one access point in every classroom (doubling current density)	2017-2018	Funded with GOB/District Capital Budget/eRate resources	All classrooms in Broward County
Upgrade LAN network equipment where needed to support new wireless access points and to ensure a 2 gbps campus backbone.	2017-2018	Funded with GOB/District Capital Budget/eRate resources	All campuses in Broward County
Upgrade all WAN circuits to 1 gbps to the district's network core.	2016-2017	Funded by district operational	All campuses in Broward County
Upgrade core network electronics to manage the district's WAN/Data Center/Internet convergence	2017-2018	Funded with GOB/District Capital Budget/eRate resources	District
Upgrade bandwidth provisioning on the district's Internet circuits to an estimated 40 to 80 gbps based on utilization analysis.	2017-2018	Funded by district operational funds and eRate support	District
IMS Global Learning Consortium member enabling a plug and play architecture enabling rapid deployment of innovative products working together.	June, 2016 and annually	Funded by district operational funds	District

Evaluation and Success Criteria for B) Digital Learning and Technology Infrastructure:

Describe the process that will be used for evaluation of the implementation plan and the success criteria for each deliverable. This evaluation process should enable the district to monitor progress toward the specific goals and targets of each deliverable and make mid-course (i.e. mid-year) corrections in response to new developments and opportunities as they arise.

B. Infrastructure Evaluation and Success Criteria		
Deliverable (from above)	Monitoring and Evaluation and Process(es)	Success Criteria
III.B.1.	Routine reporting and analysis of network traffic data obtained from the district's Network Operations Center (NOC)	<ul style="list-style-type: none"> • Network availability at levels greater than 99.9% • Applications and online services perform at high quality levels • Customer experience as shown by satisfaction surveys indicates highly satisfactory levels
III.B.2.	Routine reporting and analysis of network traffic data obtained from the District's Network Operations Center (NOC)	<ul style="list-style-type: none"> • Network availability at levels greater than 99.9% • Applications and online services perform at high quality levels • Customer experience as shown by satisfaction surveys indicates highly satisfactory levels
III.B.3.	Routine reporting and analysis of network traffic data obtained from the District's Network Operations Center (NOC)	<ul style="list-style-type: none"> • Network availability at levels greater than 99.9% • Applications and online services perform at high quality levels • Customer experience as shown by satisfaction surveys indicates highly satisfactory levels
III.B.4.	Routine reporting and analysis of network traffic data obtained from the District's Network Operations Center (NOC)	<ul style="list-style-type: none"> • Network availability at levels greater than 99.9% • Applications and online services perform at high quality levels • Customer experience as shown by satisfaction surveys indicates highly satisfactory levels
III.B.5	Routine reporting and analysis of network traffic data obtained from the District's Network Operations Center (NOC)	<ul style="list-style-type: none"> • Network availability at levels greater than 99.9% • Applications and online services perform at high quality levels • Customer experience as shown by satisfaction surveys indicates highly satisfactory levels

Additionally, if the district intends to use any portion of the DCP allocation for the technology and infrastructure needs area B, ss.1011.62(12)(b), F.S., requires districts to submit a third-party evaluation of the results of the district's technology inventory and infrastructure needs. Please describe the process used for the evaluation and submit the evaluation results with the DCP.

C) Professional Development

Broward’s professional learning program that supports digital learning is implemented through a series of strategies that facilitate the teacher’s commitment to continuous professional improvement. The BCPS professional learning system, as outlined in the Master In-service Plan, is aligned to the Standards established by Learning Forward, the national professional learning organization and the Third Cycle-Florida Professional Development System Evaluation Protocol from the FLDOE. The BCPS PL System also aligns to any relevant Florida Statutes and State Board of Education Rules. The collective vision is to “develop employees to improve performance.” In relating to the infusion of digital learning, the Academics and Talent Development Departments support teacher professional learning for all teachers leading to the creation of personalized learning environments that support all student needs, including ESE and ESOL student. To achieve the digital learning vision, BCPS addresses the following:

- School leadership “look-fors” on quality digital learning processes in the classroom via the TIM
- Educator capacity to use available technology
- Instructional lesson planning using digital resources; and
- Student digital learning practices

The following links provides an overview of the BCPS Master In-Service Plan and the individual Innovation Configuration documents that specifically support digital learning:

http://www.broward.k12.fl.us/talentdevelopment/html/ic_masterplan.html
http://www.broward.k12.fl.us/talentdevelopment/news/mp_ic/Digital_Learning_Curriculum_Integration.pdf
http://www.broward.k12.fl.us/talentdevelopment/news/mp_ic/Technology_Systems_Operations.pdf
http://www.broward.k12.fl.us/talentdevelopment/news/mp_ic/Digital_Person_Learn.pdf
http://www.broward.k12.fl.us/talentdevelopment/news/mp_ic/21stCentTech_Learn.pdf

C. Professional Development Implementation					
	Deliverable	Estimated Completion Date	Estimated Cost	School/District	Gap addressed from Sect. II
III.C.1.	Provide stipends for qualified teachers to complete professional learning and to develop curriculum content for LMS content repository. 238 facilitators for LMS project (one per school)	August 2019	\$120,000 (238 X \$500)	School/District	II.C.1 II.C.2 II.C.3 II.C.4 II.C.5 II.C.6 II.C.7 II.C.8
III.C.2.	An instructional staff position for digital learning professional development support and interface directly with teachers and students in the classroom	August 2019	Annual salary X 3 years \$231,000	District	II.C.1 II.C.2 II.C.3 II.C.4 II.C.5 II.C.6 II.C.7 II.C.8
III.C.3.	Provide stipends to staff (district and school-based including media specialists, teachers, coaches, and administrators) to complete the one month online TIM training offered by the DOE through iTeach modules.	August 2016	\$25,000 50 staff x \$500 to begin building capacity at school	District	II.C.1 II.C.2 II.C.3 II.C.4 II.C.5 II.C.6

			level to conduct TIM observations		I.I.C.7 I.I.C.8
III.C.4.	Deliver Levels 1- 4 Training towards a 21 st Century Teaching credential: Level 1: 21 st Century Learner Qualification (TIM Entry/Adoption) Level 2: 21 st Century Educator Qualification (TIM Adaptation) Level 3: 21 st Century Collaborator Qualification (TIM Infusion) Level 4: 21 st Century Innovator Qualification (TIM Innovating)	August 2019	\$200/teacher X 2,500 teacher per year Upon completion of all four levels of training \$500,000 per year	School/District	I.I.C.1 I.I.C.2 I.I.C.3 I.I.C.4 I.I.C.5 I.I.C.6 I.I.C.7 I.I.C.8
III.C.5.	Electronic TIM Tool usage training from vendor partners for administrators, instructional coaches, and instructional technology team	May 2016	\$7,500 (\$1,500 per session X 5 sessions)	School/District	I.I.C.1 I.I.C.2 I.I.C.3 I.I.C.4 I.I.C.5 I.I.C.6 I.I.C.7 I.I.C.8
III.C.6.	Procure consultant services to assist with comprehensive planning including a professional learning and technical support plan, organizational change management, and communication strategies.	2015-2016	\$280,000	District	I.I.C.1 I.I.C.2 I.I.C.3 I.I.C.4 I.I.C.5 I.I.C.6 I.I.C.7 I.I.C.8

While the DCP will partially support professional learning, other on-going activities are addressed below:

Brief description of other activities	Other funding source
Expert conversations on digital learning through live-streamed and interactive webinars. Experts are Broward teachers or principals with proven success in leading and implementing digital learning in Broward schools and classrooms, as well as vendor partners. Focus is to create a professional social and learning network.	N/A
Professional Learning directly aligned to project implementation and targeted to the needs of the project. For example, Digital 5 and Digital Infusion projects	School budgets for substitutes, if needed
Digital Trailblazers are three different professional learning conferences offered by BCPS Instructional Technology Department and held throughout the school year. Its audience contains digital classroom teachers, media specialists, and LEEO teachers.	School budgets for substitutes, if needed
Pathways to Personalized Learning are courses and professional learning opportunities for teachers and has levels based on the number of years a teacher has been participating in the Digital Classrooms programs.	School budgets for substitutes, if needed
Professional Learning Communities focused on student achievement	N/A

Evaluation and Success Criteria for C) Professional Development:

Describe the process that will be used for evaluation of the implementation plan and the success criteria for each deliverable. This evaluation process should enable the district to monitor progress toward the specific goals and targets of each deliverable and make mid-course (i.e. mid-year) corrections in response to new developments and opportunities as they arise.

C. Professional Development Evaluation and Success Criteria		
Deliverable (from above)	Monitoring and Evaluation and Process(es)	Success Criteria
III.C.1.	School facilitators will monitor professional learning implementation at each school site.	Documentation of teacher movement on the Technology Integration Matrix (TIM) from baseline level to next level on scale through peer observations.
III.C.2.	Instructional staff position for digital learning professional development support will monitor implementation at assigned school sites.	Documentation of teacher movement on the Technology Integration Matrix (TIM) from baseline level to next level on scale through peer observations.
III.C.3.	Instructional Technology staff and school based administrators will participate in TIM training through iTeach online modules and will be responsible for observing teachers throughout the school district using the tool.	Fidelity of implementation based on inter-rater reliability of teacher observations using the TIM. The School District will be able to validate (or update) the baseline TIM data presented in this plan to get a clearer picture of technology integration in the school district.
III.C.4.	Administrators will use the TIM tool in their classroom walkthroughs to determine teacher technology integration level. Teachers will complete the Technology Use and Perception Survey	Comparison between the TIM classroom walkthrough results and the results from the Technology Use and Perception Survey.
III.C.5.	Online facilitators will monitor and support teachers as they progress through each level of the 21 st Century Teacher credentialing.	<ul style="list-style-type: none"> • Number of teachers completing each level of the training • TIM walkthroughs of teachers completing each level of training to verify implementation strategies in the classroom are appropriate for level of credentialing • Number of schools reaching Level 4: 21st Century Innovator Qualification
III.C.6.	Observations of teachers implementing technology into the classroom in a random sampling of schools across the district	Updating of the baseline TIM data for 2015 school year based on the data from observations conducted during 2015-2016 school year.

D) Digital Tools

Implementation Plan for D) Digital Tools:

Broward will use its DCP allocation to procure a standard Learning Management System (LMS) for K-12 students and teachers. The LMS is a key digital resource in a personalized learning environment as it provides individual student and teacher access to instructional content, communication and collaboration tools, and assessments that can be customized and directed to meet individual student needs, including ESE and ESOL students. The LMS will meet digital learning platform specifications as defined by key stakeholders, and guide the integration of instructional applications, instructional frameworks, unit and lesson plans, activities and assessment items aligned to Florida Standards.

Through a district LMS Task Force and in conjunction with purchasing procurement processes, Broward will select the appropriate LMS along with a content repository to meet the K-12 personalized learning vision of providing each student with access to their own learning system. The selected LMS will incorporate Universal Design principles to ensure that students with disabilities can access and use the system as part of their educational program.

The funds from the DCP will be used to procure the LMS, a content repository, implementation services, and professional learning for teachers needed for effective implementation. Currently, there is a gap in available funding for the purpose of procuring, designing, and incorporating an LMS. Therefore, this strategy would be an appropriate way to leverage these funds and align with the implementation plans for the GOB and capital budget.

D. Digital Tools Implementation					
	Deliverable	Estimated Completion Date	Estimated Cost	School/District	Gap addressed from Sect. II
III.D. 1.	Procure a standard LMS for K-12 and procure a Learning Object Repository (LOR) and services to be used in conjunction with the LMS to store digital materials, able to ingest and import content, with meta-tagging capabilities, and allow users to contribute to and rate/rank objects in the repository.	2015-2016	\$1,820,000 (yearly fee)	District	II.D.1 – II.D.5 (S) II.D.1 – II.D.9 (T) II.D.1 (P) II.D.1 – II.D.6 (IM)
III.D. 2.	Phase 1 of the selected LMS	2016-2017	Stipends for teacher PD in section III C	District	II.D.1 – II.D.5 (S) II.D.1 – II.D.9 (T) II.D.1 (P) II.D.1 – II.D.6 (IM)
III.D. 3.	Create, curate, and procure digital content including: Learning.com (Digital Literacy and Keyboarding) Newsela (Reading Vocabulary, Comprehension, and Fluency)	2019 ongoing and	\$750,000 (annually)	District	II.D.1-II.D.5 (S) II.D.1 –II.D.3 (T) II.D.5 –II.D.9 (T) II.D.1 (P) II.D.1 – II.D.6 (IM)

	Vocabulary.com (Vocabulary)				
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Evaluation and Success Criteria for D) Digital Tools:

Describe the process that will be used for evaluation of the implementation plan and the success criteria for each deliverable. This evaluation process should enable the district to monitor progress toward the specific goals and targets of each deliverable and make mid-course (i.e. mid-year) corrections in response to new developments and opportunities as they arise.

D. Digital Tools Evaluation and Success Criteria		
Deliverable (from above)	Monitoring and Evaluation and Process(es)	Success Criteria
III.D.1.	RFI and RFP process is used to select LMS for BCPS	Selection of LMS is completed by June 2016
III.D.2.	Consultant contract scope of work, milestones, goals, and objectives	Contract, milestones, and goals are met by targeted dates
III.D.3.	Content repository system works compatibly with the LMS and learning objects are properly tagged.	Online curriculum developers are able to successfully utilize the content repository system to locate and use learning objects in their course creation. Ability to separate content into learning objects for meta-tagging and placement into the content repository system.
III.D.4.	Documentation and management of Phase 1 of the LMS including installation, professional learning, content integration, support and lessons learned	Successful Phase 1 of LMS implies that teachers, students, and parents are using the LMS and that reports can be generated to support teacher, student, and parent usage.
III.D.5.	Seamless integration of LMS and content repository system. Digital content and student data is integrated in an efficient and timely manner	III.A.2 – Increase access to learning management system to targeted D5 and Digital Infusion program students and teachers for instruction, assessment, and progress monitoring III.A.5 – Create personalized learning paths for students within a learning management system, in each grade level and program of study, aligned to the Florida Standards. III.A.1 - Increase percentage of fifth grade students in the Digital 5 Personalized Learning initiative performing at FSA proficiency levels in mathematics, reading and science III.A.2 - Increase access to learning management system to targeted D5 and Digital Infusion program students and teachers for instruction, assessment, and progress monitoring III.A.3 - Increase percentage of targeted fifth grade elementary students with basic keyboarding skills III.A.4 - Increase percentage of targeted D5 and Digital Infusion program students meeting digital literacy standards as defined by ISTE national standards III.A.5 - Increase percentage of targeted D5 and Digital Infusion program students meeting digital literacy standards as defined by ISTE national standards
III.D.6.	Team of online curriculum developers will evaluate digital content for procurement, create digital content, and curate free digital tools to be used in the content repository and to develop blended courses.	Annual completion of quality blended learning courses for district-wide use.

E) Online Assessments

Technology infrastructure and devices required for successful implementation of local and statewide assessments are considered in this section. In our analysis of readiness for computer-based testing, we examined network, bandwidth, and wireless needs that coincide with an increased number of workstations and devices. We reviewed current technology specifications for statewide assessments (available at www.FLAssessments.com/TestNav8 and www.FSAssessments.com/) and schedule information distributed from the K-12 Student Assessment bureau when we determined potential deliverables.

Implementation Plan for E) Online Assessments:

E. Online Assessment Implementation							
	Deliverable			Estimated Completion Date	Estimated Cost	School/District	Gap addressed from Sect. II
III.E.1.	Computer-based Certification	Testing	Readiness	February 2016	N/A	District	N/A
III.E.2.							
III.E.3.							
III.E.4							

If no district DCP Allocation funding will be spent in this category, please briefly describe below how this category will be addressed by other fund sources.

Brief description of other activities	Other funding source
Continue to procure digital devices to support online assessment	GOB, Capital Budget, Operating Budget
Continue to update the network, bandwidth, and wireless infrastructures to meet FLDOE technology specifications	GOB, Capital Budget, Operating Budget

Evaluation and Success Criteria for E) Online Assessments:

Describe the process that will be used for evaluation of the implementation plan and the success criteria for each deliverable. This evaluation process should enable the district to monitor progress toward the specific goals and targets of each deliverable and make mid-course (i.e. mid-year) corrections in response to new developments and opportunities as they arise.

E. Online Assessment Evaluation and Success Criteria		
Deliverable (from above)	Monitoring and Evaluation Process(es)	Success Criteria
E.1.	Computer-Based Assessment Certification Tool completion rate for Broward schools	100% Readiness 100% Completion
E.2.		