

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this
____ day of _____, 201 ____, 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”)

having its principal place of business at
6330 South 3000 West East, Suite 700, Salt Lake City, UT 84121

WHEREAS, SBBC and INSTRUCTURE entered into an Agreement dated June 15, 2016 (hereafter “Agreement”); and

WHEREAS, the Agreement is to provide a Learning Management System including Hosting, Support, a contentment Repository and an Assessment Platform as specifically described in this First Amendment; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the Parties hereby agree as follows:

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

1.02 **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

The following provision shall be added to section 2.2 of the Agreement, by interlineation, as follows:

2.2 Technical Account Management.

Professional services to implement functionality that will allow students with specific plans or conditions to be flagged in the Canvas gradebook and Hosting, Maintenance and Support Costs for the Gradebook Student Indicators application

as outlined in **Exhibit H**. Upon implementation teachers should be able to see the individual education plan(s) information in the Canvas gradebook so that they are aware of conditions and plans that apply to a student in their course prior to creating lessons and without leaving Canvas.

Instructure will create the ability to flag specific programs or conditions that apply to individual students and surface that information in the Canvas gradebook so that it is visible to teachers. Programs or conditions will be designated by codes in a gradebook column.

1.03 **Cost of Services.** SBBC shall pay not to exceed \$49,900.00 for professional services to implement services explained in **Exhibit H** and \$6,000.00 per year for Hosting, Maintenance and Support Costs for the Gradebook Student Indicators application for services rendered under this First Amendment to Agreement for four years not to exceed \$24,000.00 as specifically stated in this section. As to Hosting, Maintenance and Support Costs for Gradebook Student Indicators, beginning immediately after the final milestone is completed in the implementation as described in **Exhibit H**, Instructure shall submit a proper and appropriate invoice for satisfactory work performed in the amount of \$6,000.00, yearly for the balance of term of the Agreement; and SBBC shall pay Instructure net 30 days from the date of said invoice. As to the additional professional services described in this First Amendment, there will be five distinct one time payments coordinated to specified milestones listed in **Exhibit H**. Instructure shall submit a proper and appropriate invoice for satisfactory work performed in the amount indicated with each milestone in **Exhibit H** for a total of \$49,900.00 for Implementation and professional services.

1.04 **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to Agreement; and
- b) the Agreement.

1.05 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.06 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to 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 First Amendment to Agreement.

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

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Nora Rupert, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com
Reason: Instructure, Inc. - First Amendment
Date: 2017.11.09 08:44:53 -05'00'

Office of the General Counsel

FOR INSTRUCTURE

(Corporate Seal)

Instructure, Inc.

ATTEST:

By [Signature]
Signature

_____, Secretary

Printed Name: Elizabeth Powell

-or-

Title: Manager, Deal Desk

Witness

Witness

STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 16 day of November, 20 17 by Elizabeth Powell of Instructure on behalf of the corporation/agency. He/She is personally known to me or produced Driver's License as identification and did/did not first take an oath. Driver's License Type of Identification

My Commission Expires:

3/13/2018
Signature – Notary Public

(SEAL)

Celita Spörl
Printed Name of Notary

675577
Notary's Commission No.

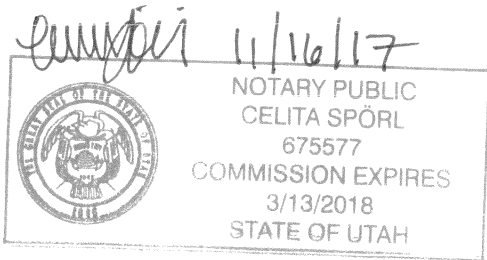


EXHIBIT H

Statement of Work

**The School Board of Broward County, Florida
Gradebook Student Indicators Hosting, Maintenance,
and Support
And Gradebook Student Indicators**

Gradebook Student Indicators Hosting, Maintenance, and Support Summary

The School Board of Broward County, Florida (“SBBC”) is engaging Instructure, Inc. (“Instructure”) to provide hosting, support, and maintenance for the Gradebook Student Indicators application. The goal of the project is to enable teachers to see the individual education plan(s) information in the Canvas gradebook so that they are aware of conditions and plans that apply to a student in their course prior to creating lessons and without leaving Canvas.

Instructure is building the capability to flag specific programs or conditions that apply to individual students and surface that information in the Canvas gradebook so that it is visible to teachers. Programs or conditions will be designated by codes in a gradebook column. The data provided in this project will be provided by SBBC.

Gradebook Student Indicators Hosting, Maintenance, and Support Fees and Billing

Hosting, Maintenance, and Support Costs

Description	Amount
Annual Total (Starting upon completion of One Time Implementation Milestones listed below)	\$6,000
Gradebook Student Indicators Hosting, Maintenance, and Support Fees and Billing not to exceed for First Amendment	\$24,000

Gradebook Student Indicators Fees and Billing

One Time Implementation Costs

Description	Amount
Milestone 1: Data mapping	\$900
Milestone 2: Plan Data CSV Endpoint	\$11,000
Milestone 3: Enrollment Sync	\$21,000
Milestone 4: Differential Enrollment Processing	\$12,000
Milestone 5: Initial Batch Processing	\$5,000

Invoices will be generated upon acceptance of each milestone (see Acceptance and Delivery). Invoices are due at net 30 days.

The first annual invoice will be generated upon delivery of the final deliverable (i.e., the full solution) to SBBC as defined in Gradebook Student Indicators application.

Maintenance and support will be provided at the amount quoted for a minimum of 4 years after solution delivery, provided SBBC retains an active subscription contract with Instructure.

Gradebook Student Indicators Hosting, Maintenance, and Support Maintenance and Support

Instructure agrees to provide maintenance and support to the solution as detailed below. Support request responses will be handled according to the service level in SBBC’s purchased support package.

Included	Excluded
<ul style="list-style-type: none"> ● Instructure Support Desk answers SBBC’s questions. ● Instructure Professional Services prioritizes and fixes bugs reported to Support Desk. Bugs are <ul style="list-style-type: none"> ○ A feature or process that is not performing as defined in this SOW, including issues caused by supported browser updates ○ Solution outage ○ User access issue ● Instructure Professional Services hosts the solution; includes scheduled tasks and running the custom solution code. 	<ul style="list-style-type: none"> ● Any modifications to the solution other than bug fixes. ● Using changes to an integrated application. <ul style="list-style-type: none"> ○ Adding these at SBBC request requires a separate SOW. ○ Instructure may opt to apply these changes (at no charge to SBBC) to meet its business needs and maintain the solution’s functional integrity.

Gradebook Student Indicators Summary

SBBC is engaging Instructure Professional Services (“Instructure”) to implement functionality that will allow students with specific plans or conditions to be flagged in the Canvas gradebook (“the solution”). Plan and condition information could include the following:

- SWD
- PMP
- ELL
- RTI-A
- RTI-B
- Gifted
- 504
- Health Condition

Gradebook Student Indicators 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 objectives, plans, and risks with SBBC.
- Instructure will provide a written, weekly update to communicate status, schedule, open issues, and risks.
- A closing document will be provided to SBBC after the solution is delivered.
- Additional communication (e.g., weekly calls, User Acceptance Testing status emails) may be required, depending on solution complexity.

Gradebook Student Indicators User Stories

User stories briefly and simply describe the solution’s users, what features they need, and why. They are the foundation for the solution’s requirements, milestones, and test cases.

#	Description
1	As an administrator , I know how the CSV file with plan and condition information should be formatted so that I can ensure the files used by the solution are properly formatted.
2	As an administrator , I know how plan and condition data will appear in the custom gradebook column so that I can educate my teachers on what those representations mean in the gradebook.
3	As an administrator , I can post a CSV file with plan and condition information to an API endpoint so that the data is in the application to show the plans and conditions associated with a user.
4	As a teacher , I can see the plan and condition information in the gradebook so that I know what conditions and plans apply to a student in my course without leaving Canvas.
5	As an administrator , I can see that the initial import of plan and condition data has been successful in Canvas.

Gradebook Student Indicators Development Timeline and Milestones

Development will begin approximately 4-6 weeks after this agreement is executed. Instructure’s base estimate is **35 business days** to complete all project work and testing (i.e., development, quality assurance, and user acceptance testing for all milestones). These timelines, for the scope of work referenced in this **Exhibit H**, only, may be adjusted with the agreement of Instructure and appropriate School District Staff.

Gradebook Student Indicators Limitations/Exclusions

- New plan or condition types will not be added after the initial development and implementation.
- Concluded courses will not have any gradebook column data populated or updated for any enrollments.
- When a student enrollment is deleted, the student will be removed from the

gradebook (along with any custom gradebook column data).

- When a student enrollment is concluded, the student may still be shown in the gradebook, but the custom gradebook data for the student will not be visible even when the student is shown in the gradebook. When the enrollment becomes active again, the custom gradebook column data will be visible.
- When a student enrollment is changed to an inactive status, the custom gradebook data for the student will still be visible in the gradebook.
- There will always be a small degree of latency between page/element load and execution of changes by custom JavaScript.
- JavaScript overrides do not impact or apply to mobile application functionality.

Custom JavaScript maintenance includes fixing issues that are supported by Canvas' functionality. User interface changes or deprecated features that prevent the custom JavaScript from working as defined in this SOW will not be corrected.

Gradebook Student Indicators User Acceptance Testing (UAT)

User Acceptance Testing (UAT) is SBBC-performed validation after development and internal quality assurance testing are complete. UAT ensures that user stories and requirements defined in this SOW are delivered. The UAT process is as follows:

1. Instructure and SBBC collaboratively schedules UAT dates.
2. Instructure provides UAT instructions and test cases to SBBC.
3. Instructure stages the deliverable to an environment that SBBC can access.
4. SBBC has **up to 4 business days** to validate the solution is functioning as specified in this agreement.
5. Instructure and SBBC collaboratively determine which issues reported during UAT are defects.
6. Instructure provides a defect-resolution plan to SBBC within 4 business days.
 - a. Only defects or in-scope changes will be resolved; new functions or scope will require a separate SOW.
7. Instructure notifies SBBC when defect fixes are complete.
8. SBBC has 4 business days to validate defect fixes.

Gradebook Student Indicators Acceptance and Delivery

A deliverable is considered accepted when SBBC acknowledges that it is performing as designed (i.e., either no defects were found or issues in Instructure's defect-resolution plan are resolved).

Note: Acceptance is automatic if SBBC does not perform UAT (Step 4, above) or validate defect fixes within 2 business days (Step 8, above).

INSTRUCTURE

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