



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2018-06-12 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda <input checked="" type="radio"/> Yes <input type="radio"/> No

ITEM No.:
EE-29.

TITLE:
Recommendation to Approve Second Amendment and Additional Spending Authority – 58-102E – Instructure Canvas Learning Management System (LMS)

REQUESTED ACTION:
Approve the Second Amendment to the agreement. Contract Term: June 15, 2016 through June 30, 2021, 4 Years; User Department: Innovative Learning; Additional Requested Amount \$248,500; New Award Amount: \$5,626,445; Awarded Vendor(s): Instructure, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:
The Instructure Canvas Agreement included an onsite personnel and remote individual to assist in multiple aspects of the Learning Management System deployment through June 2018. This request is to amend the original Agreement to extend the embedded individuals providing professional services through June 2019 and customization of the LTI launch point.
The amendment to the agreement 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 estimated financial impact to the District will be \$248,500. The contract award was for \$5,377,995. The request is to increase the spending authority by \$248,500, bringing the new contract value to \$5,626,445. The funding source will come from the Digital Classroom Plan. The financial amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)
(1) Executive Summary (2) Agreement (3) Financial Analysis Worksheet

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

SOURCE OF ADDITIONAL INFORMATION:	
Name: Daryl Diamond	Phone: 754-321-2640
Name: Mary C. Coker	Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature
Maurice Woods
6/1/2018, 1:19:15 PM

Approved In Open Board Meeting On: **JUN 1 2 2018**
By: *Noel Kaprielian*
School Board Chair

EXECUTIVE SUMMARY

Second Amendment to Agreement and Additional Spending Authority 58-102E - Instructure Canvas Learning Management System (LMS)

This request is to approve the Second Amendment and increase spending authority by \$248,500 to extend onsite consultant personnel for one school year, and to continue the development of the LTI Launch Point Customization as part of the Canvas gradebook enhancement.

Historically, the School Board of Broward County, Florida (SBBC), approved the Instructure, Inc. Agreement during the June 15, 2016 Regular School Board Meeting as item FF-2, with a spending authority of \$5,304,045 for the District-wide implementation of Canvas. The First Amendment on December 19, 2017 was item EE-7 with a spending authority increase of \$73,900 for a site-based consultant trainer for one school year.

This request is to extend the onsite professional services provided by the Strategic Customer Success Manager (SCSM) for a third year and fund the LTI Launch Point Customization for the Canvas gradebook enhancement.

Strategic Customer Success Manager (SCSM)

The SCSM is the Instructure counterpart to the Innovative Learning Project Manager Technology and Instruction and was originally contracted onsite until June 30, 2018. This Second Amendment to the Agreement will provide SBBC a one hundred (100) percent dedicated onsite SCSM for the 2018-2019 school year. The SCSM will be assigned to the Innovative Learning Department and will continue to work closely with all SBBC departments, the Canvas Remote Administrator, and the Remote Customer Service Manager (all Instructure personnel as part of the original contract).

The successful implementation of Canvas in years one (1) and two (2) led SBBC's Office of Academics to identify ways in which Canvas can be further leveraged to meet unique SBBC needs. These unique needs will require continued support from the SCSM to coordinate custom configurations, expand integrations, coordinate District-wide assessments, assist with the creation of advanced Canvas courses and many other mission-critical activities.

The chart on Appendix A describes the activities and services to be provided by the SCSM and the benefits derived by students, teachers and District.

LTI Launch Point Customization

Broward County Public Schools is engaging Instructure Professional Services to add new LTI launch points to Canvas for the Assignment view and Assignment edit pages. This Launch Point Customization is necessary for the successful completion of the Canvas Gradebook enhancement. This Customization aligns with Board Item EE-13 approved on May 8, 2018 with a spending authority of \$269,000 (\$44,000 for Gifted Education Plan and \$225,000 for Student Impacts Information (SII) Application).

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June 12, 2018 Board Agenda
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Financial Impact

The total spending authority increase being requested for the second amendment is \$248,500 as detailed below:

<u>Strategic Customer Success Manager</u>	<u>\$195,000</u>
<u>+ LTI Launch Point Customization</u>	<u>\$53,500</u>
<u>Subtotal (additional spending authority)</u>	<u>\$248,500</u>
<u>Current approved spending authority</u>	<u>\$5,377,995</u>
<u>+ Additional spending authority</u>	<u>\$248,500</u>
<u>TOTAL</u>	<u>\$5,626,445</u>

Funding for this enhancement is budgeted within the Digital Classroom Plan (item FF-1, Board date February 07, 2017). Only an increase in the spending authority is required.

The approval of this recommendation does not mean the new authority amount will be spent.

Appendix A – Services Descriptions and Benefits to the District

Activity/Service Provided	Description	Benefit	Status
<p>Coordination of Canvas Custom Configurations – Custom Gradebook Column in Canvas</p> <p>Phase I – Identification of students with education plans in Canvas gradebook by code</p>	<p>Purpose: Provide teachers information about students' program participation (education plans) in the Canvas Custom Gradebook Column.</p> <p>All students are rostered in Canvas courses and their specific education plan is identified in the Custom Gradebook Column using the codes listed below.</p> <p>Student with Disabilities – D Progress Monitoring Plan – P ELL – E RTI – Academic – RA RTI – Behavior – RB Gifted – G 504 – 5 Health Condition - H</p> <p>Responsibilities: The SCSM coordinates with Public Consulting Group (PCG) for Phase I implementation of codes below.</p>	<p>Enables teachers to identify students with an educational plan informing them of unique program participations and the need to differentiate and apply accommodations at the lesson planning phase of instruction.</p> <p>Streamline ways in which teachers receive education plan information for students (multiple platforms to one).</p> <p>Greater usage of Canvas as an educational tool.</p>	<p>Gradebook column functionality complete</p> <p>Communication to school-based personnel in progress</p>
<p>Coordination of Canvas Custom Configurations – Student Impacts Information (SII) App Development</p> <p>Phase II – Identification of students with education plans in Canvas gradebook by code and the ability to identify accommodations and strategies for implementation.</p>	<p>Purpose: Build interoperability between PCG and Canvas that allows teachers the ability to apply and document specific accommodations or instructional strategies when creating Canvas assignments for students with IEPs and EPs.</p> <p>Responsibilities: The SCSM leads project meetings with BCPS and Public Consulting Group (PCG), to establish development process, timeline, and technical support for the SII App development.</p> <p>Develop and implement teacher training and support plan.</p>	<p>Development of filtering capabilities and a drop-down menu of common accommodations and strategies to use while creating content in Canvas for IEPs and EPs.</p> <p>Satisfy compliance demands and verifications by capturing student accommodations and instructional strategies in Canvas assignments.</p> <p>Teachers no longer need to go to multiple platforms to gather student program participation information.</p>	<p>Planning in progress</p>

Appendix A – Services Descriptions and Benefits to the District

<p>Coordination of Canvas Custom Configurations – Student Impacts Information (SII) App Development Phase III - will include the remaining educational plans found in Ellevation, Accelify, and BASIS.</p>	<p>Begin work with Ellevation, Accelify, and BASIS to create codes for Phase III.</p> <p>Purpose: Expand Phase II work to provide full interoperability with PCG, Ellevation, Accelify, and BASIS platforms and Canvas. This will allow teachers the ability to apply and document specific accommodations or instructional strategies when creating Canvas assignments for all education plans used by the District.</p> <p>Responsibilities: The SCSM leads project meetings with BCPS and Public Consulting Group (PCG), Ellevation, Accelify, and BASIS to expand development process, timeline, and technical support for the SII App development to include additional platforms.</p> <p>Develop and implement teacher training and support plan.</p>	<p>Assists teachers in differentiating instruction with specific student learning goals found in education plan.</p> <p>Enables teachers to access information within Canvas regarding Gifted, ELL, ESE students, students with 504 plans, students with health plans, students with RtI – Academics and RtI – Behavior plans; and to then identify specific accommodations and strategies that are used for each student while in Canvas.</p> <p>Teachers no longer need to access multiple platforms (PCG, Ellevation, Accelify, BASIS) to view information found in all education plans. All information can be viewed in Canvas.</p>	<p>Pre-planning in progress with vendors.</p>
<p>Coordination of Canvas Custom Configurations – Coordinated expanded Gauge use for District-Wide Assessment</p>	<p>Purpose: Gauge is a district assessment management system that Instructure is building with input from Broward County Public School to create a single assessment system</p> <p>Currently being used for District-wide curriculum assessments and performance data with Science summative assessment and will expand to other curriculum areas.</p> <p>Responsibilities: Lead project meetings to finalize Gauge development for Broward Student Assessments (BSA), including Charter Schools.</p> <p>Support Student Assessment and Research staff to develop End of Year and End of Course Assessments in Gauge.</p>	<p>Enables Broward to consolidate the number of test prep applications (Achieve 3000, USA Test Prep, School City, etc.) currently used at schools.</p> <p>SBBC has a secure testing platform to facilitate End of Year and End of Course Assessments in Gauge.</p>	<p>In Progress</p>

Appendix A – Services Descriptions and Benefits to the District

<p>Instructional Materials and Support</p>	<p>Facilitate development of assessment reports at district, school, teacher, and student levels.</p> <p>Act as Canvas Assessment Manager for Year 3 implementation</p> <p>Purpose: Develop a repository of curriculum content for teachers in Canvas aligned to the District's scope and sequences across all grade levels and subject areas.</p> <p>Responsibilities: Develop and implement teacher training and support plan</p> <p>Ensure the training completion of 15,000 teachers</p> <p>Develop support plans for schools with limited Canvas implementation</p> <p>Supervise development of Canvas courses for Hospital Homebound Students grades 3 – 12</p> <p>Development of Canvas Catalogue for self-paced professional development courses</p> <p>Facilitate Executive Business Reviews, Canvas Data Dashboards, and Reporting Platform for schools</p> <p>Expand and document Vendor LTI Partnership integrations project</p>	<p>Succession planning and transfer of ownership to remote CSM and Remote Admin for Year 4.</p> <p>Assist in the assembling of the Broward Digital Army (Canvadors, Champions, Certified Educators) to build a school-based mentorship program with Canvas, Newsela, Vocabulary.com, and Nearpod</p> <p>Continued development of the Canvas Student Instance enabling students to create content within Canvas</p> <p>Liaise with other Florida School Districts to develop the Florida Canvas Consortium for state-wide Canvas partnerships to share content and best practices</p> <p>Reduce instructional materials cost by transitioning to digital materials.</p>	<p>Pre-planning</p>
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**SECOND AMENDMENT TO
AGREEMENT**

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into as of this 12th day of June, 2018, 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, Utah 84121

WHEREAS, SBBC and INSTRUCTURE entered into an Agreement that commenced on June 15, 2016 and concludes on June 30, 2021 (hereafter "Agreement"); and

WHEREAS, the Agreement is to provide a Learning Management System and dedicated personnel; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement through this Second Amendment to Agreement (hereafter "Second Amendment").

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:

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

a) Within **Exhibit A**, the description paragraph just below the section entitled “Strategic Customer Success Manager” on page 27 of 65 of the Agreement shall be replaced, by interlineation, with the following:

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 three (3) years of the contract at charge specified in the “Fees and Billing” section. The SCSM is expected to work 40 hours a week. During years 4-5, the SCSM will transition to remote resource, at 25% dedicated time for no cost.

b) Within **Exhibit A**, in the Fees and Billing section, under the table entitled “Year Costs 7/1/2018—6/30/2019 on page 34 of 65 of the Agreement, the entire line item entitled “Resource 1” shall be replaced, by interlineation, with the following line item:

Description	Total Cost
Resource 1: Strategic Customer Success Manager	\$195,000/includes travel

e) The following provision shall be added to section 2.20, entitled **Fees**, of the Agreement, by interlineation, as follows:

2.20.2 Costs of “Services” for year 3, year 4, and year 5 Notwithstanding any other provision in this Agreement, subsequent to both parties signing the Second Amendment and Instructure’s receipt of an appropriate purchase order, during year 3, year 4, and year 5 of this Agreement, Instructure shall invoice SBBC fifty percent (50%) of the respective year’s (year 3, year 4, and year 5) full year costs on June 1 of each year, and the remaining balance will be invoiced on December 1 of each year. All fees will be due from SBBC within thirty (30) days the date of a proper and appropriate invoice.

f) **Exhibit I** (Assignment LTI Launch Points - Statement of Work) shall be added to the Agreement, to allow SBBC to engage INSTRUCTURE to enhance the Canvas learning management system to include additional functionality for teachers, referenced as the Assignment Learning Tools Interoperability (LTI) Launch Points. Fees and Billing will occur as outlined according to the milestones assigned in **Exhibit I**.

1.03 **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 Second Amendment to Agreement; then
- b) First Amendment to Agreement; then
- c) the Agreement.

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

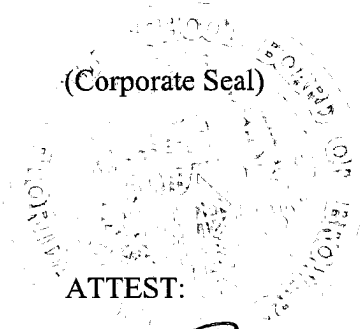
1.05 **Authority.** Each person signing this Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect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

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

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FOR SBBC:

(Corporate Seal)



THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By *Nora Rupert*
Nora Rupert, 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,
Esq. - kathelyn.jacques-
adams@browardschools.com
Reason: Instructure, Inc. - Second
Amendment
Date: 2018.05.25 14:31:28 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR INSTRUMENT:

(Corporate Seal)

Instructure, Inc.

ATTEST:

By Matthew Searle
Mat Searle, Director, Finance Operations

, Secretary

-or-
Kristy [Signature]
Witness

[Signature]
Witness

STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 29 day of May, 2018 by Matthew Searle of _____
Name of Person

Instructure on behalf of the corporation/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: 6/15/2020
Jennifer Lynn Grayson
Signature - Notary Public

(SEAL)

Jennifer Lynn Grayson
Printed Name of Notary

689727
Notary's Commission No.

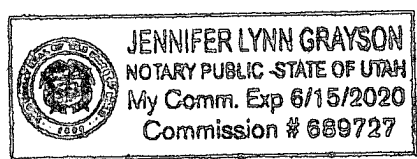


EXHIBIT I

INSTRUCTURE

Statement of Work

Broward County Public Schools Assignment LTI Launch Points

Submitted by:

Brandon Broschinsky
Created: March 16, 2018

Summary

The School Board of Broward County, Florida (“Customer”) is engaging Instructure, Inc. (“Instructure”) to add new LTI launch points to Canvas for the Assignment view and Assignment edit pages. (“the solution”).

Project Approach

Deliverables will be created in phases (referred to as milestones in this SOW) according to the requirements documented in **Appendix A**.

Communication Plan

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

Change Management

This SOW contains the complete scope of the project as understood by Instructure and Customer. Any changes to the scope defined by this SOW will be subject to review by Instructure; and approval by both parties. If approved, changes will be classified and handled by Instructure as follows:

- Minor changes are noted in the project documentation and do not need formal controls.
- Major changes first require an written amendment to the Agreement signed by both parties and may be subject to additional fees.

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 can configure an LTI tool launch on the Canvas Assignment edit page so that other users can interact with external tools when editing an Assignment.
2	As an admin or teacher , I can view tool content on the Canvas Assignment edit page so that I can interact with external tools when editing an Assignment.
3	As an administrator , I can configure an LTI tool launch on the Canvas Assignment page so that other users can interact with external tools when viewing an Assignment.
4	As an admin or teacher , I can view tool content on the Canvas Assignment page so that I can interact with external tools when editing an Assignment.

Development Timeline and Milestones

Development will begin approximately 4-6 weeks after this Second Amended Agreement is executed. Instructure’s base estimate is **33 business days** to complete all project work and testing (i.e., design [when

applicable], development, quality assurance, and user acceptance testing for all milestones).

Detailed descriptions of the solution’s milestones and deliverables are included in **Appendix A**.

Limitations/Exclusions

1. Because the solution affects the core Canvas product, the following restrictions apply:
 - 1.1. The solution must be deployed to the Canvas beta environment for one release cycle (i.e., 3 weeks) before going into the Canvas production environment.
 - 1.2. Instructure has complete and final approval of all core product UI/UX design elements. Any changes to the solution design will be made solely at Instructure’s discretion.
2. The Assignment edit LTI launch point will be visible to anyone with permission to edit the Assignment within Canvas. Tool provider will need to further limit any view based on the user accessing the page.

Fees and Billing

Implementation Costs

Description	Amount
Milestone 1: Assignment Edit LTI Launch Point	\$16,000
Milestone 2: Assignment View LTI Launch Point	\$37,500
Total	\$53,500

Invoices will be generated upon Customer’s acceptance of each milestone (see Acceptance and Delivery). Proper and appropriate invoices are due at net 30 days.

This solution affects only the core Canvas code. Hosting, maintenance, and support costs for Assignment LTI launch points are covered by Customer’s Agreement.

User Acceptance Testing (UAT)

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

1. Instructure schedules UAT dates.
2. Instructure provides UAT instructions and test cases to Customer.
3. Instructure stages the deliverable to an environment that Customer can access.
4. Customer has **up to 4 business days** to validate the solution is functioning as specified in this agreement.
5. Instructure determines which issues reported during UAT are defects.
6. Instructure provides a defect-resolution plan to Customer 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 Customer when defect fixes are complete.
8. Customer has 4 business days to validate defect fixes.

Acceptance and Delivery

A deliverable is considered accepted when Customer 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 Customer does not perform UAT (Step 4, above) or validate defect fixes within 4 business days (Step 8, above). Should SBBC not perform UAT number 4 above or not validate defect fixes within 4 business days, then Instructure will notify SBBC in writing.

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

User Documentation

Existing Canvas API documentation will be updated to reflect new launch points.

Maintenance and Support

None of the deliverables in this SOW will be hosted, maintained, or supported by Instructure Professional Services. Changes to Instructure's core product code as a result of this solution will be maintained and supported by Instructure's Engineering and Support teams, respectively.

APPENDIX A

Milestone 1: Assignment Edit LTI Launch Point

User Stories Included	<ol style="list-style-type: none"> 1. As an administrator, I can configure an LTI tool launch on the Canvas Assignment edit page so that other users can interact with external tools when editing an Assignment. 2. As an admin or teacher, I can view tool content on the Canvas Assignment edit page so that I can interact with external tools when editing an Assignment.
Deliverable(s)	Functionality to configure and view LTI applications on the Assignment edit page

Instructure Requirements

1. Implement a new LTI launch point on the Assignment configuration page.
 - 1.1. Content will be rendered inline at the bottom of the Assignment, Discussion, Quizzes, and Quizzes.Next edit pages. Interaction will not be needed by the end user to view content.
 - 1.2. Launch point configuration will allow for specifying a selection_height value to set the height of the embedded tool content.
 - 1.3. Launch parameters will include information to inform the LTI provider that the application is being launched from the Assignment configuration page.
 - 1.4. Launch parameters will include necessary information to identify the current user that launched the tool.
 - 1.5. Launch parameters will include necessary information to identify the assignment associated with the launch.

Customer Requirements

1. Customer will be responsible for all configuration of any tools utilizing the new launch point.

Milestone 2: Assignment View LTI Launch Point

User Stories Included	<ol style="list-style-type: none"> 3. As an administrator, I can configure an LTI tool launch on the Canvas Assignment page so that other users can interact with external tools when viewing an Assignment. 4. As an admin or teacher, I can view tool content on the Canvas Assignment page so that I can interact with external tools when editing an Assignment.
Deliverable(s)	Functionality to configure and view LTI applications on the Assignment view page

Instructure Requirements

1. Implement a new LTI launch point on the Assignment view page.
 - 1.1. Launch point visibility will follow same access rules used to determine course navigation LTI placement.
 - 1.2. Content will be rendered inline at the bottom of the Assignment, Discussion, and Quiz view pages. Interaction will not be needed by the end user to view content.
 - 1.3. Launch parameters will include information to inform the LTI provider that the application is being launched from the Assignment view page.
 - 1.4. Launch parameters will include necessary information to identify the current user that launched the tool.
 - 1.5. Launch parameters will include necessary information to identify the assignment associated with the launch.
 - 1.6. Launch point configuration will allow for specifying a selection_height value to set the height of the embedded tool content.

Customer Requirements

1. Customer will be responsible for all configuration of any tools utilizing the new launch point.

Limitations/Exclusions

1. This launch point will not be supported in Quizzes.Next.

