



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

FF-2.

MEETING DATE

Jun 15 2016 10:15AM - Regular School Board Meeting

AGENDA ITEM

OPEN ITEMS

CATEGORY

FF. OFFICE OF ACADEMICS

DEPARTMENT

Innovative Learning and Arts

Special Order Request

☐ Yes

☒ No

Time

Open Agenda

☒ Yes

☐ 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

Electronic Signature

Form #4189 Revised 04/16

RWR/ DG/TH/MP/DD:ir

Approved In Open
Board Meeting On:

JUN 15 2016

By:

Rosalind Ornelas

School Board Chair



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

EE-7.

MEETING DATE

2017-12-19 10:05 - Regular School Board Meeting

AGENDA ITEM

ITEMS

CATEGORY

EE. OFFICE OF STRATEGY & OPERATIONS

DEPARTMENT

Procurement & Warehousing Services

Special Order Request

☐ Yes

☒ No

Time

Open Agenda

☒ Yes

☐ No

TITLE:

First Amendment to Agreement and Additional Spending Authority - 58-102E - Learning Management Systems

REQUESTED ACTION:

Approve the above Amendment to the above Agreement. Contract Term: December 20, 2017 through December 19, 2021, 4 Years; User Department: Innovative Learning; Additional Requested Amount \$73,900; New Award Amount: \$5,377,945; Awarded Vendor(s): Instructure, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:

This request is to amend the original agreement to include Gradebook Student Indicators application to the existing Canvas Learning Management System. This Agreement has been 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 funding source for this item exists within the requesting Department's budget. This item requests an increase in spending authority under the contract for extending the scope of services.

EXHIBITS: (List)

(1) Executive Summary (2) Agreement

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

12/11/2017, 2:50:34 PM

Electronic Signature

Form #4189 Revised 08/04/2017

RWR/ MLW/MCC/DD:hc

Approved In Open
Board Meeting On:

By:

DEC 19 2017

School Board Chair



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

EE-29.

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

☐ Yes☒ No

Time

Open Agenda

☒ Yes☐ No

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

Electronic Signature

Form #4189 Revised 08/04/2017

RWR/ MLW/MCC/DD:hdc

Approved In Open
Board Meeting On:

By:

JUN 1 2 2018

School Board Chair



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

EE-22.

MEETING DATE

2019-05-07 10:05 - School Board Operational Meeting

AGENDA ITEM

ITEMS

CATEGORY

EE. OFFICE OF STRATEGY & OPERATIONS

DEPARTMENT

Procurement & Warehousing Services

Special Order Request

☐ Yes

☒ No

Time

Open Agenda

☒ Yes

☐ No

TITLE:

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

REQUESTED ACTION:

Approve the Third Amendment with additional spending authority. Contract Term: June 15, 2016 through December 19, 2021, 4 Years; User Department: Innovative Learning; Additional Requested Amount: \$173,200; New Award Amount: \$5,799,645; 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. This request is to amend the Agreement to extend the embedded individuals providing professional services through June 2020. The Third 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 \$173,200. The contract award was for \$5,626,495. The request is to increase the spending authority by \$173,200, bringing the new contract value to \$5,799,645. 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 contract award amount.

EXHIBITS: (List)

(1) Executive Summary (2) Third Amendment Agreement (3) Financial Analysis Worksheet (4) Appendix A

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Dr. Daryl Diamond

Phone: 754-321-2630

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

4/22/2019, 3:46:24 PM

Approved In Open
Board Meeting On:

MAY 07 2019

By:

Heather P. Burkhardt

School Board Chair

Electronic Signature

Form #4189 Revised 08/04/2017

RWR/ MLW/MCC/DD:hdc

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.

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| 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 | 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. |
| Schools to be Added | 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. |
| Managing Department/School | Innovative Learning and Arts |
| Source of Additional Information | BCPS/ Instructure Contract, BCPS/ Instructure Statement of Work (SOW) and the Digital Classrooms Plan, Digital Classroom Platform Selection Power Point. |
| 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> |

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| | <p>schools. Funds that were previous spent by schools on their own independent solutions can now be reallocated to other educational needs.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • Blackboard • Edsby • Desire2Learn • Mobiliya • Instructure (Canvas) • Itslearning |
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| | <ul style="list-style-type: none"> • Schoology <p>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.</p> <p>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.</p> <p>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.</p> <p>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> |
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| | <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.</p> <p>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> |

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| | 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 ¹⁵~~12~~ day of ^{June}~~May~~, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

and

Instructure, Inc.

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

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

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

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

ARTICLE 1 - RECITALS

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

ARTICLE 2 – SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.18 **Property Rights.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXCEPT FOR INSTRUCTURE'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 INSTRUCTURE'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.

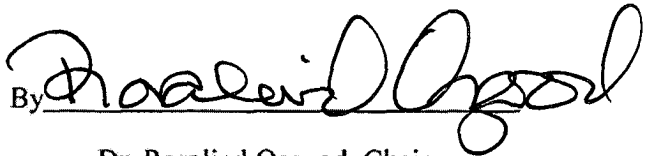
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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

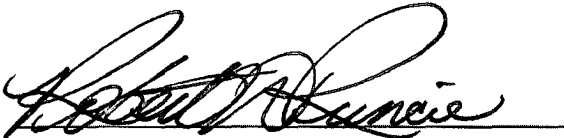
FOR SBBC

(Corporate Seal)

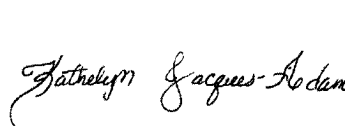
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Dr. Rosalind Osgood, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


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'

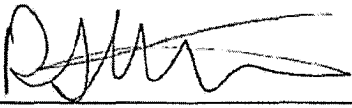
Office of the General Counsel

FOR INSTRUTURE

(Corporate Seal)


Instructure, Inc.

ATTEST:

By 

, Secretary

-or-

 _____

Witness

 _____

Witness

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

STATE OF Utah

COUNTY OF Salt Lake

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

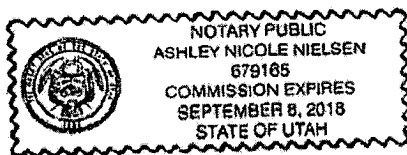
Name of Person

Instructure Inc., on behalf of the corporation/agency.

Name of Corporation or Agency

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

My Commission Expires:



(SEAL)

Ashley Nielsen
Signature – Notary Public

Ashley Nielsen
Printed Name of Notary

679165
Notary's Commission No.

INSTRUCTURE

Statement of Work

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

EXHIBIT A

Submitted by:

**Mark Alsdorf
May 4, 2016**

Summary

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

Project Approach

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

Communication Plan

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

Canvas Cloud Subscription

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

Canvas Course Catalog Functionality

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

Annual Subscription Training

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

- Canvas Administration Training
- Canvas Support Training
- Faculty Training

24x7 + Tier 1 support for faculty only

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

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

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

Support Service Level Agreement

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

SLA Penalties

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

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

Tier 1 Support Setup

During the Tier 1 Support Setup process, Instructure will:

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

Premium Implementation

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

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

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

Catalog Implementation

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

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

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

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

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

Onsite Training Days

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

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

Resource Staffing

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

Personal Time Off Policy

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

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

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

Material Changes to Staffing

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

Removal/Replacement of Key Personnel by Instructure

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

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

Removal of Provider Personnel by BCPS

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

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

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

Removal of Provider Personnel by BCPS(Additional)

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

Strategic Customer Success Manager

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

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

Strategic Customer Success Manager Success Criteria

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

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

Principal Implementation Consultant

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

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

- 9 Consult with BCPS the Canvas sub-account organizational structure and then aid in the creation and maintenance of that structure in Canvas.
- 10 Will train on administrating Catalog, for LMS Administrators.
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.
- 11 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.
- 12 User documentation related to the technical implementation.

Implementation Timeline and Milestones

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

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

Technical Implementation Success Criteria

Technical Implementation is complete when:

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

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

Remote Administrator

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

Remote Administration requires Tier-1 Support.

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

Remote Administrator Success Criteria

Remote Administrator is expected to meet the following criteria:

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

Assessments Manager

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

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

Assessments Manager Success Criteria

The Assessments Manager is expected to meet the following criteria:

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

Business Intelligence Solution Consultant

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

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

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

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

Assumptions

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

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

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

Fees and Billing

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

| Description | Total Cost |
|---|---------------------------|
| Subscription Services⁺ | |
| Canvas Cloud Subscription- 52,455 Users | \$157,365 |
| Catalog Cloud Subscription | Included |
| Canvas Subscription Training - Annual Unlimited | Included |
| 24x7 Tier 1 Support (Faculty Only) | Included |
| Onsite Training 30 Days | Included |
| Onsite Training 80 Days | \$160,000 |
| Professional Services | |
| Resource 1: Strategic Customer Success Manager | \$195,000/includes travel |
| Resource 2: Principal Implementation Consultant | \$175,000/includes travel |
| Resource 3: Remote Administrator | \$175,000 |
| Resource 4: Assessment Manager | \$150,000 |
| Resource 5: Solution Consultant | \$0 |
| BI DW Hosting, Maintenance, and Support | \$125,000 |
| TOTAL YEAR 1* | \$1,137,365 |
| Billed according to Section 2.20.2 | |

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

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

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

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

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

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

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

Professional Services

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

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

| Description | Total Cost |
|-------------|------------|
|-------------|------------|

Subscription Services⁺

| | |
|---|-----------|
| Canvas Cloud Subscription- 227,890 Users | \$683,670 |
| Catalog Cloud Subscription | Included |
| Canvas Subscription Training - Annual Unlimited | Included |
| 24x7 Tier 1 Support (Faculty Only) | Included |

Professional Services

| | |
|--|------------------|
| Resource 1: Strategic Customer Success Manager | \$0 |
| Resource 2: Remote Administrator | \$80,000 |
| Resource 3: Solution Consultant | \$0 |
| BI DW Hosting, Maintenance, and Support | \$125,000 |
| SUB-TOTAL YEAR 5 | \$888,670 |

Non-Recurring

| Description | Total Cost |
|-------------|------------|
|-------------|------------|

Subscription Services⁺

| | |
|---------------------------------|------------|
| Tier 1 Support Setup | Included |
| Premium Implementation | Included |
| Catalog Standard Implementation | Included |
| SUB-TOTAL Non-Recurring | \$0 |

Total Costs

| Description | Total Cost |
|-------------|------------|
|-------------|------------|

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

| | | Week | | | | | | | | | | | | End Date | |
|-----|--------------------------------------|------|-----|---|---|---|---|---|---|---|----|----|----|----------|--|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | | |
| ID | KICKOFF and Configuration | wks | wks | | | | | | | | | | | | |
| 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 | | | | | | | | | | | | |

Migration Strategy (BB and Schoology)

Identify Courses to be Migrated and Course

4.2 Source 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

6.1 Package (tier one) 2 2

Identify and Setup Support Admin(s) for Instructure Support Desk

6.2 3 4

Verify Service Cloud Access and Check for

6.3 Process Understanding 4 6

Setup Tier One KB (Tier One ONLY)

6.4 7 10

General Tasks

Set up instructor

7.1 Sandboxes 2 2

7.2 Set up Sub-Accounts 3 6

7.3 Canvas Data Setup 10 12

Instance Cleanup

7.4 (remove test data) 3 4

Implementation Health

7.5 Check 6 6

Configure BCPS Data

7.6 Warehouse * 5 10

7.9 Configure Office 365 * 3 5

7.10 Configure Naviance * 4 6

7.11 Configure Ellevation * 5 7

7.12 Configure Easy IEP * 6 8

7.13 Configure My Learning 7 9

Exhibit B – System and Product Specifications

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

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

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

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

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

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

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

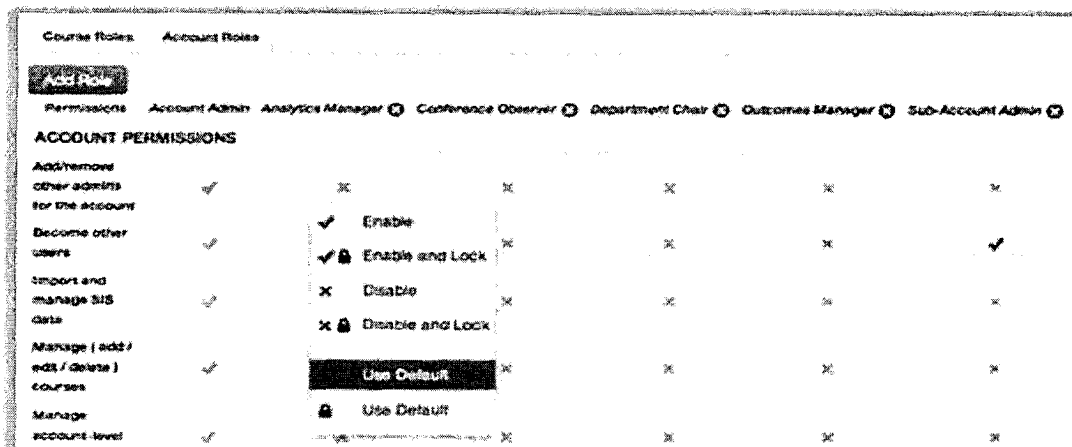
Canvas will provide six predefined Canvas user roles with default permissions—
Administrators (Canvas Administrators), Teachers, TAs (Teaching Assistants), Designers

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

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

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

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



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

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

System Integration

- **Pinnacle Gradebook**

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

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

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

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

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

- Identity Management / Single-Sign-on

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

- SailPoint Identity Management System Integration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| Feature | New Course Assessment Budget | | | |
|--|------------------------------|-------------|-------------|-------------|
| | August 2016 | August 2017 | August 2018 | August 2019 |
| 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 | Instructure 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/staff/users can contact Canvas Support directly by phone, live chat, or email/webform. | 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/webform. |
| SLAS (80% WITHIN TIME SHOWN) | One hour for webform / email tickets; 60 seconds for phone; 120 seconds for live chat. | One hour for webform / email tickets; 60 seconds for phone calls; 120 seconds for live chat. |
| NUMBER OF ADMINS | Three | Three |

For Canvas call center support, visit

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 | Instructure will notify admins at affected institutions of the incident or fault and the associated workaround within one business day. 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. | 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

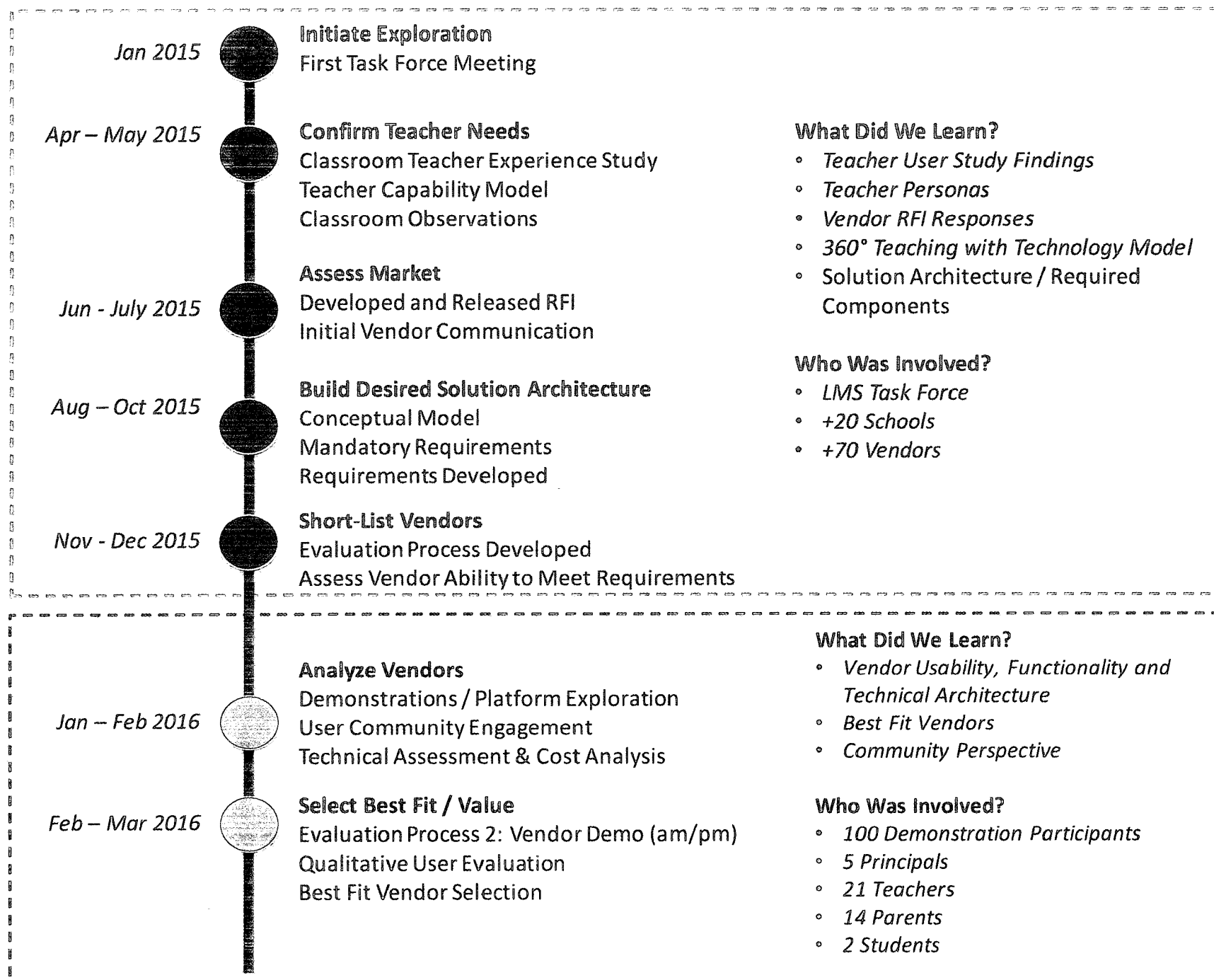
- **Call abandonment rate** – the proportion of calls that come into the service provider's help desk that either hang up or are disconnected before the service provider's agent answers the phone (wrong number immediate hang-up exclusion) - less than 5% to 7% of calls abandoned
- **First call resolution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

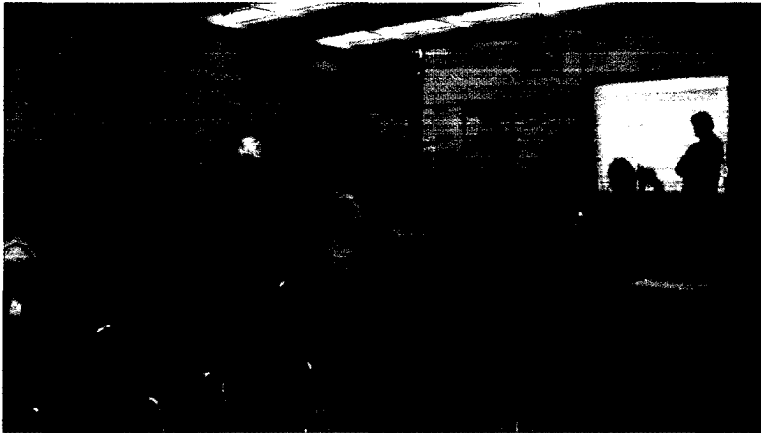
Diversity, Prevention & Intervention

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

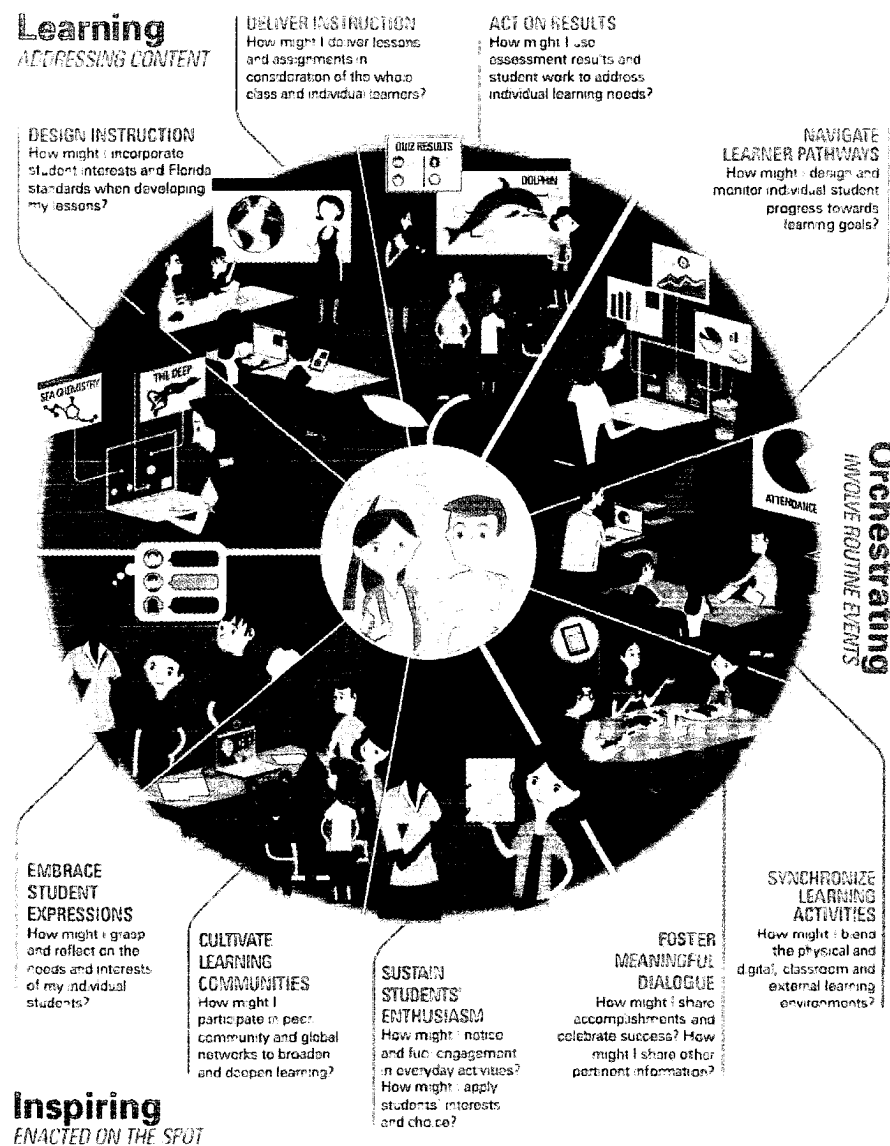
- Coral Park Elementary School
- Cyprus Elementary School
- Deerfield Beach Elementary School
- Hawkes Bluff Elementary School
- Hollywood Hills Elementary School
- Indian Trace Elementary School
- Maplewood Elementary School
- Sunset Lakes Elementary School
- Crystal Lake Middle School
- Deerfield Beach 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.



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?

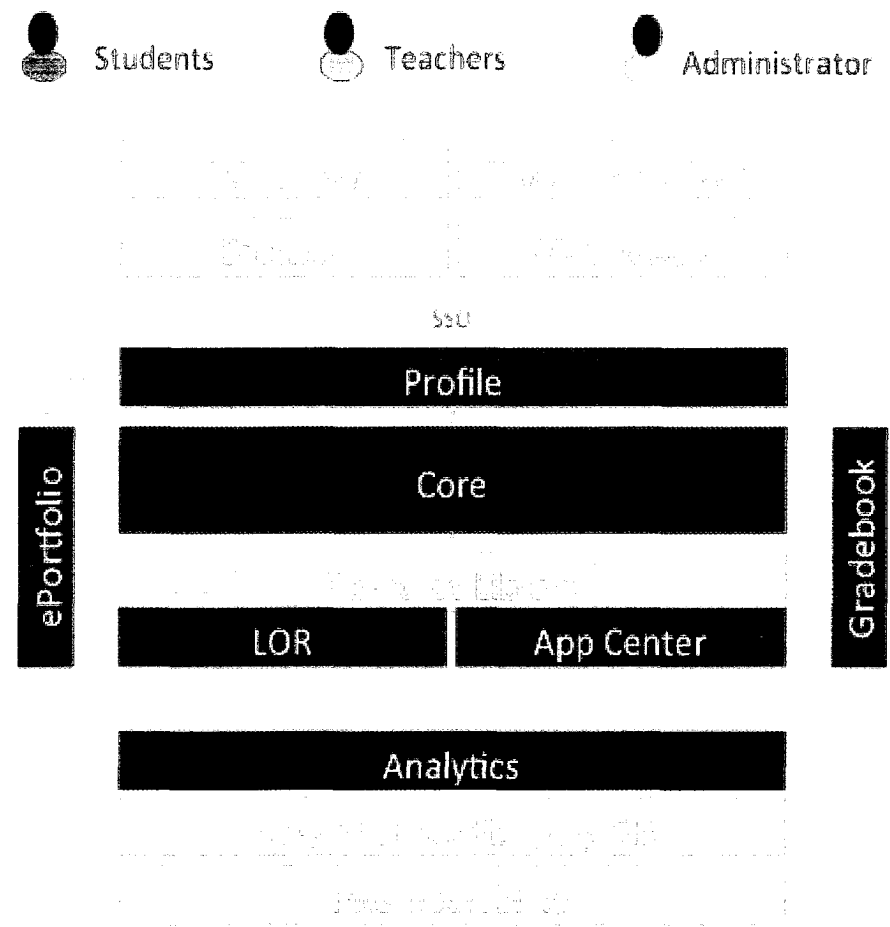
- About 70 vendors and organizations responded, with 46 offering digital tools/apps/platforms – most of which reported that their product(s) could support all or most of the capabilities.
- Gathered vendor product development plans, technical architecture, and implementation approaches to better predict 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:

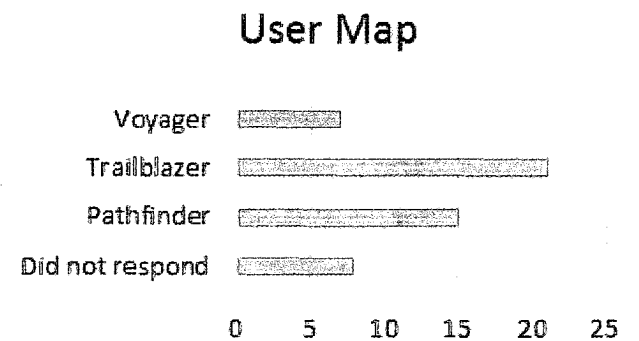
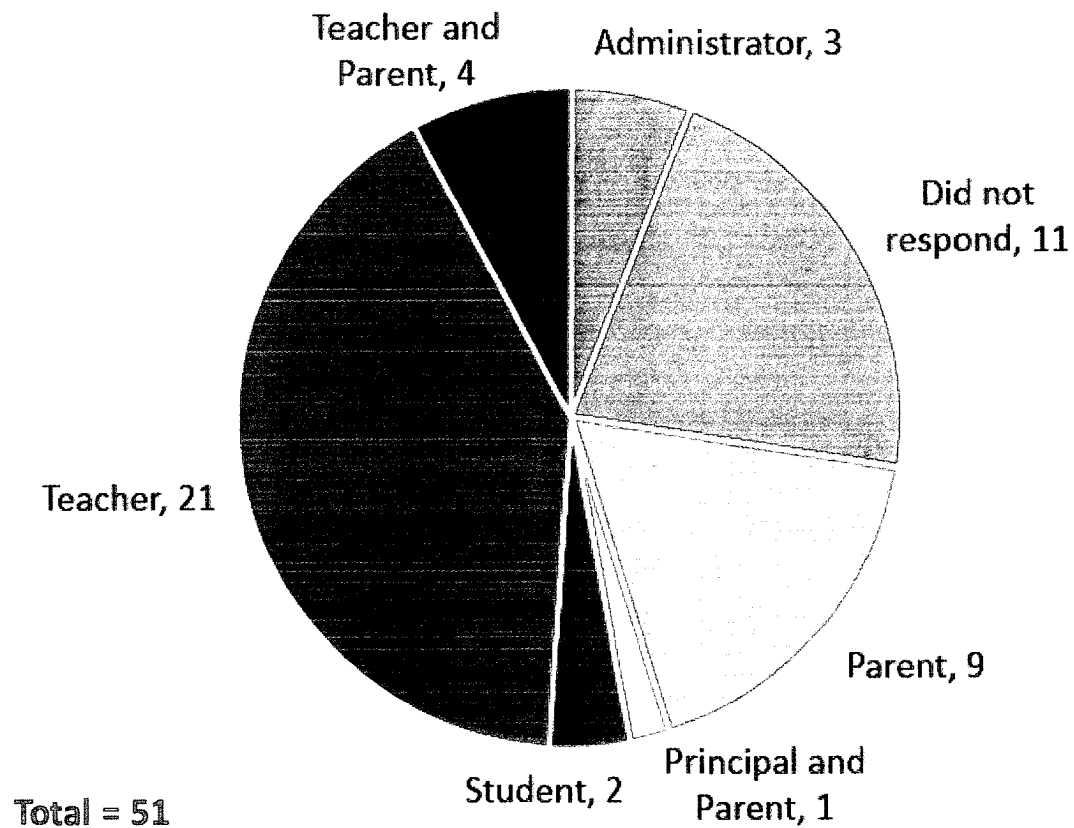
- Scripted, functional scenarios so that a variety of users can discover how they might be able to use and benefit from the solution
- Technical architecture overview for technical and integration users to better understand how the solution is architected, implemented and supported
- Playground environment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



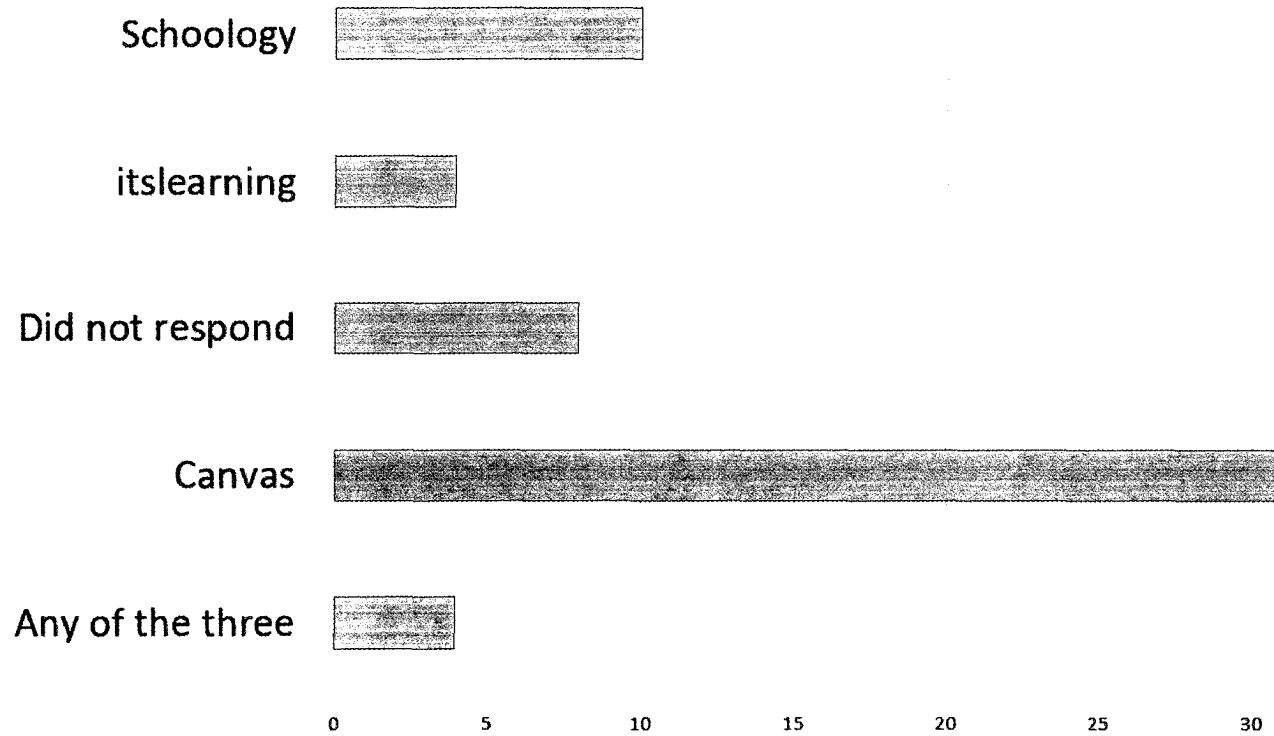
Participant Response



BCPS User Participants (Both Evenings)

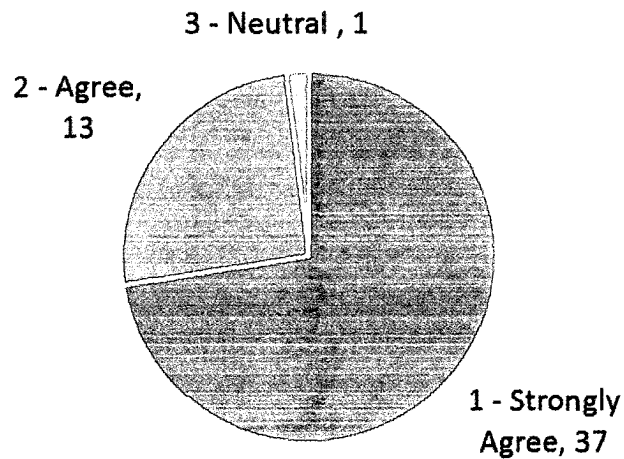


Q: "I would support investment in the deployment of ____."



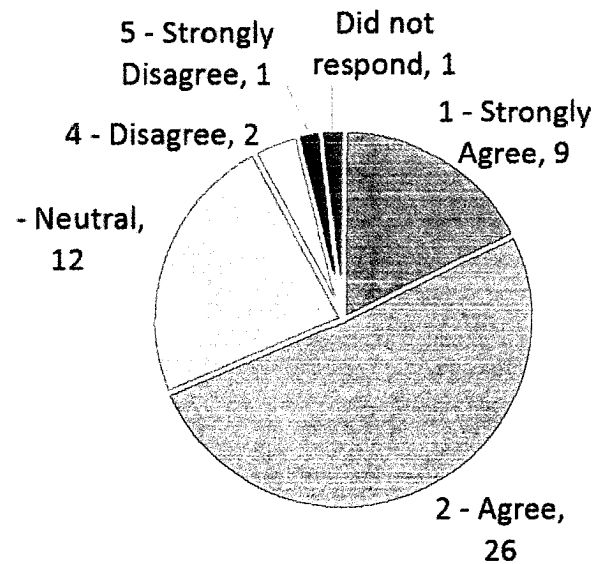
Q: I found the identification and use of course content to be user-friendly.

Canvas



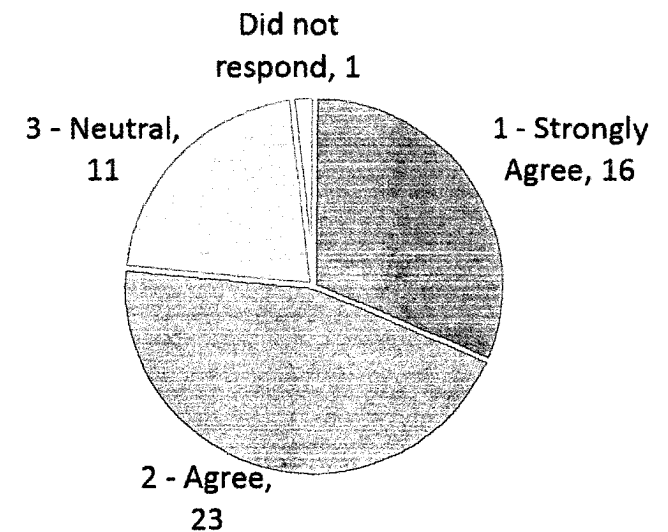
98% of attendees agreed or strongly agreed

itslearning



68% of attendees agreed or strongly agreed

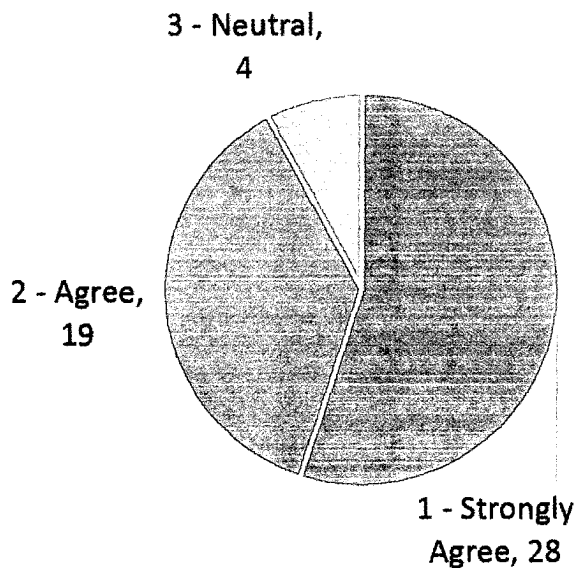
Schoology



76% of attendees agreed or strongly agreed

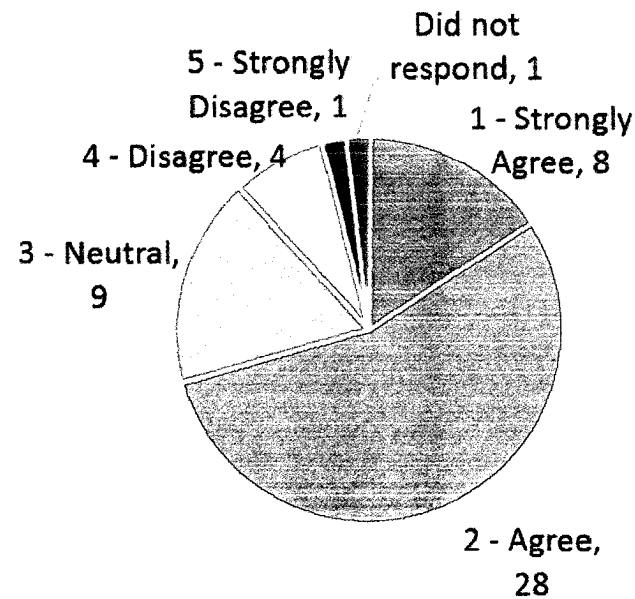
Q: I found the platform's assessment and quiz features to be useful.

Canvas



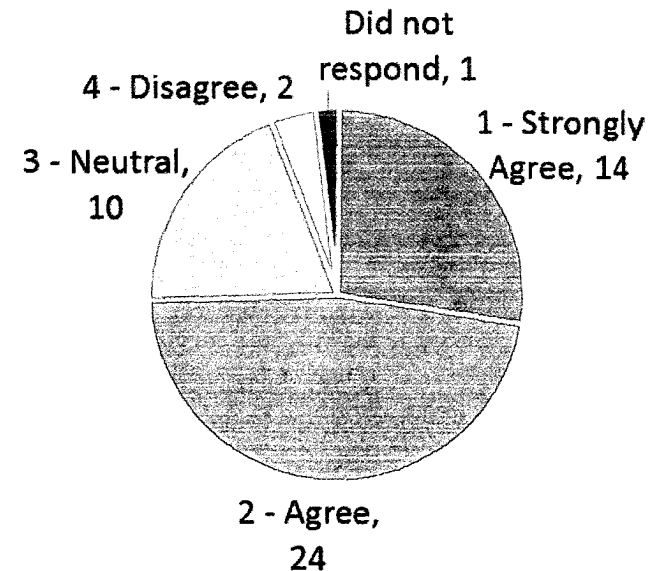
92% of attendees agreed or strongly agreed

itslearning



70% of attendees agreed or strongly agreed

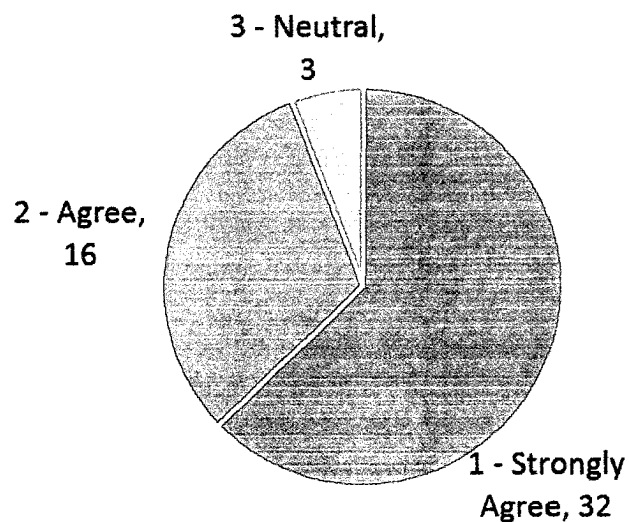
Schoology



74% of attendees agreed or strongly agreed

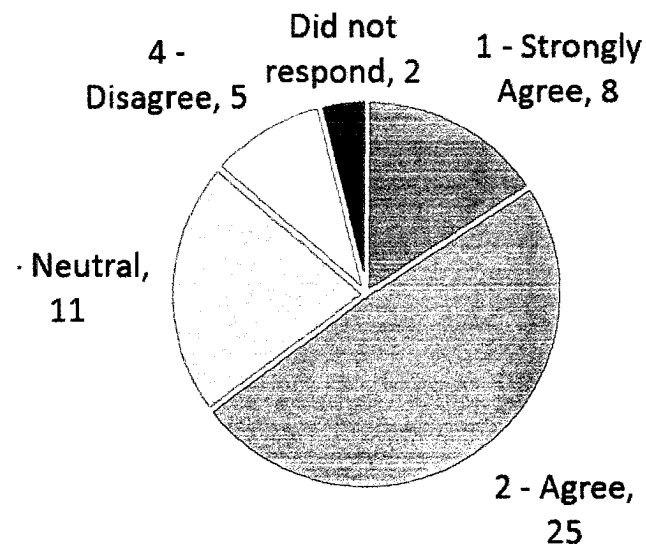
Q: I found the gradebook and student information to be informative.

Canvas



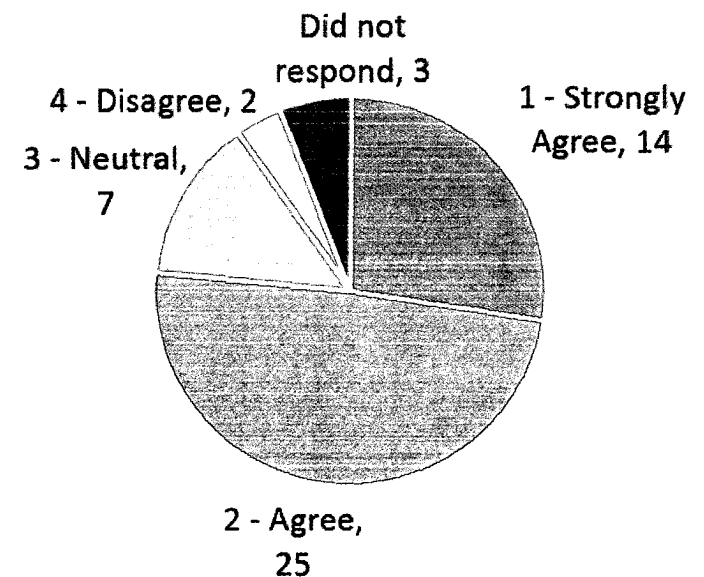
94% of attendees agreed or strongly agreed

itslearning



64% of attendees agreed or strongly agreed

Schoology

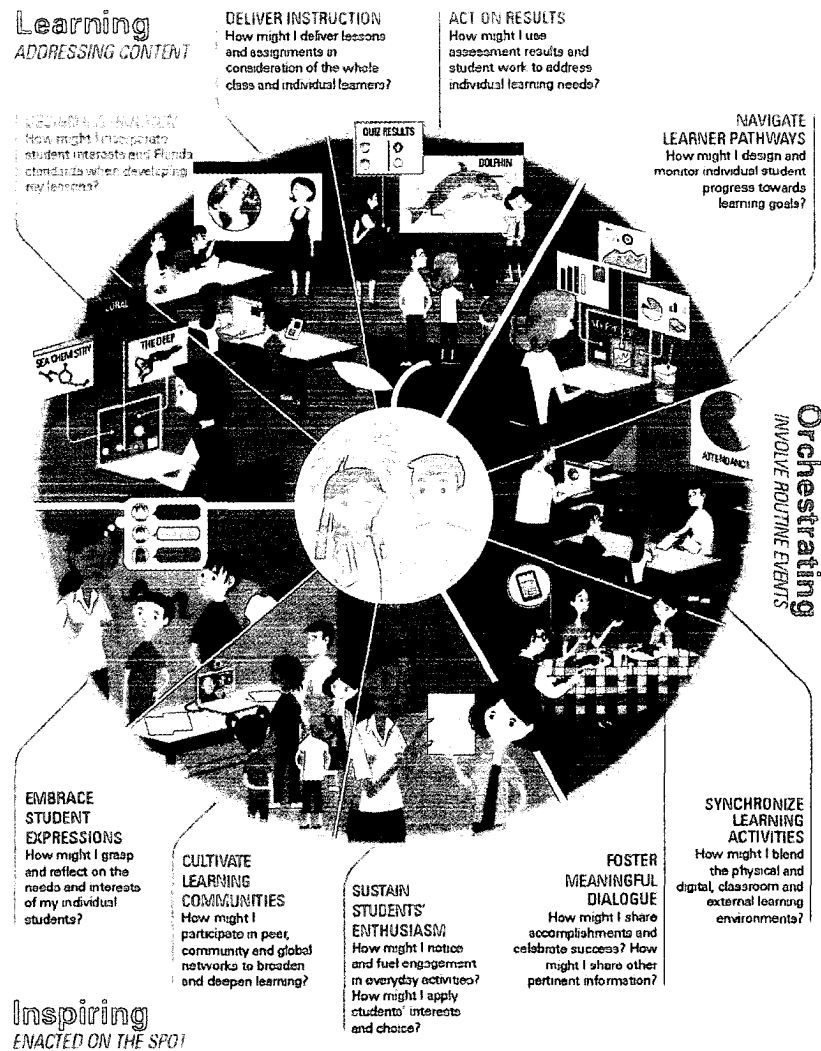


76% of attendees agreed or strongly agreed

Daytime Explorations

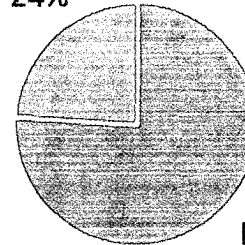


Designing Instruction



Canvas

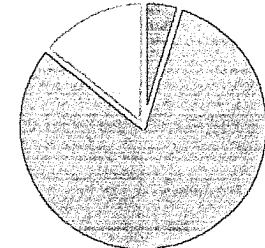
Good, 6,
24%



Excellent,
19, 76%

itslearning

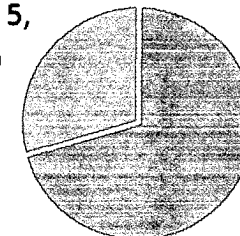
Poor, 3, 14% Excellent, 1, 5%



Good,
17, 81%

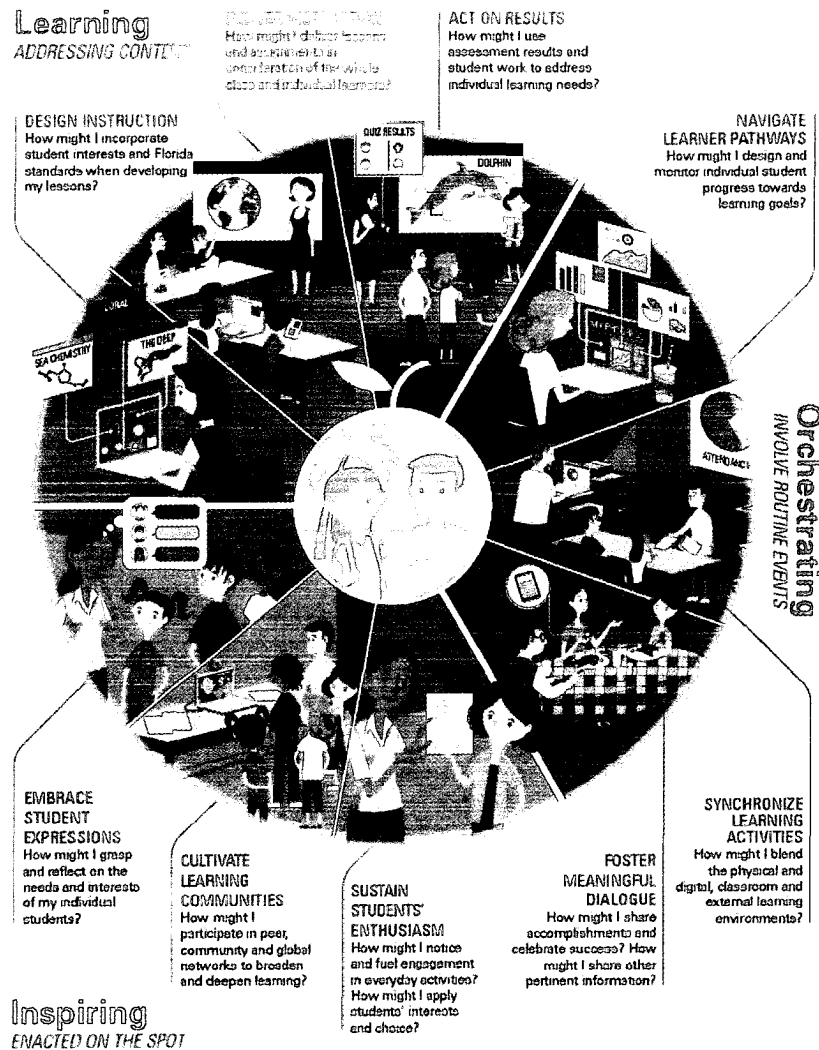
Schoology

Good, 5,
29%

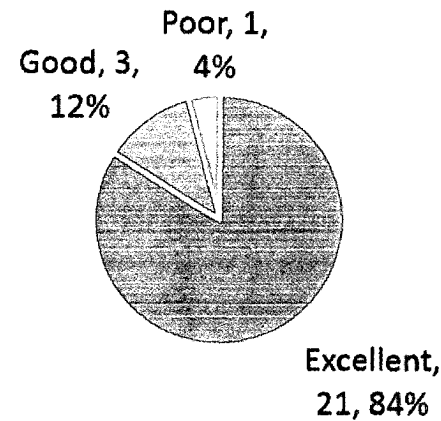


Excellent,
12, 71%

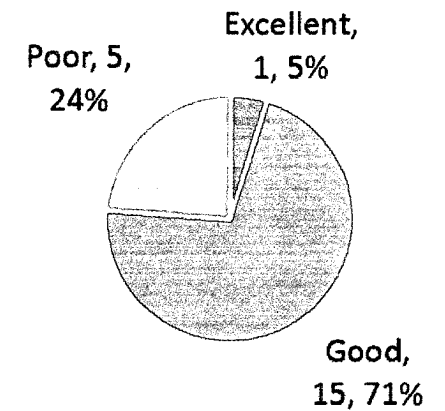
Delivering Instruction



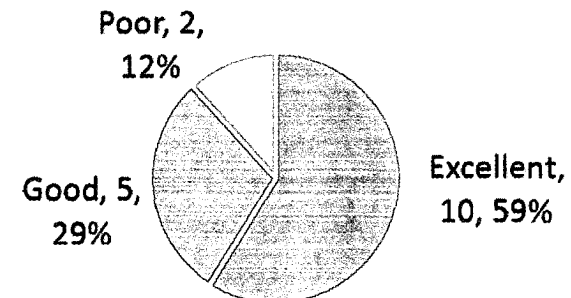
Canvas



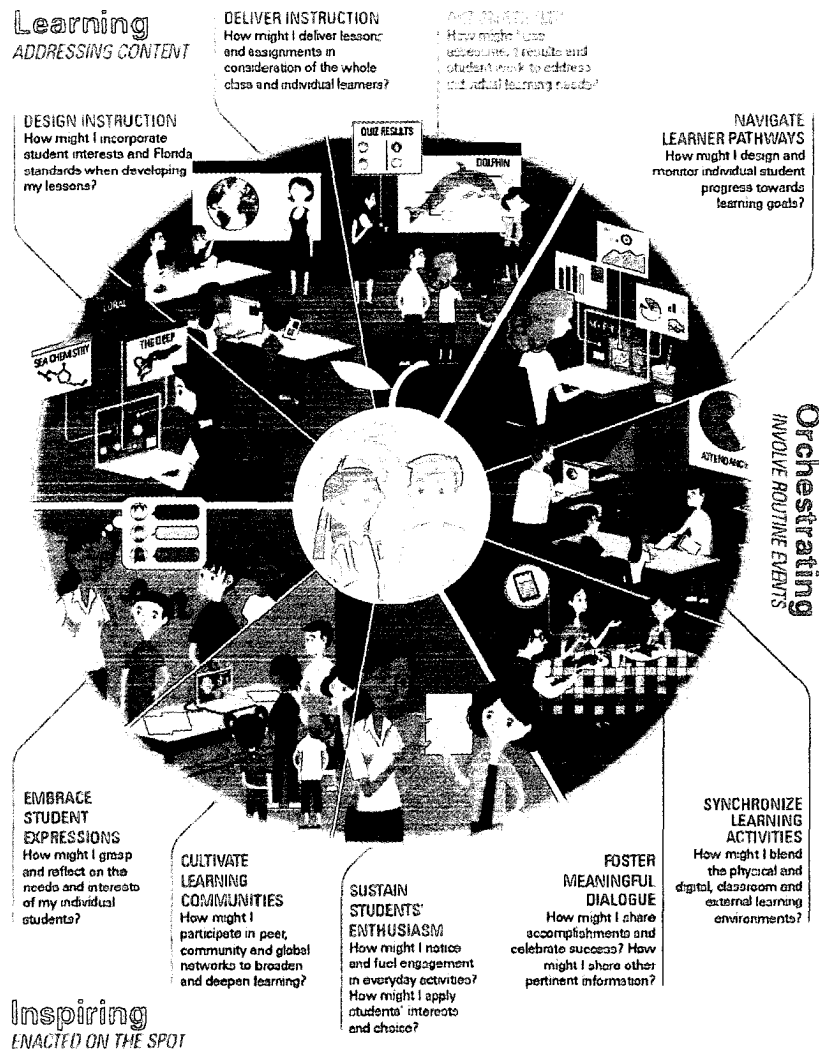
itslearning



Schoology

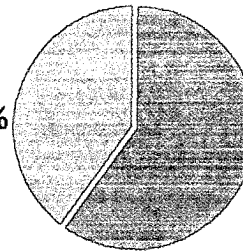


Acting on Results



Canvas

Good,
10, 40%

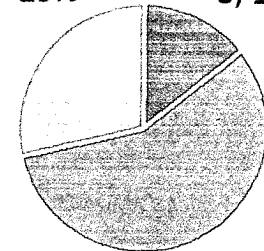


Excellent,
15, 60%

itslearning

Poor, 6,
29%

Excellent,
3, 14%

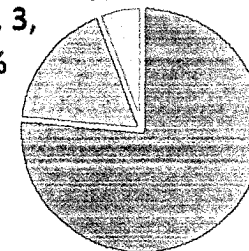


Good,
12, 57%

Schoology

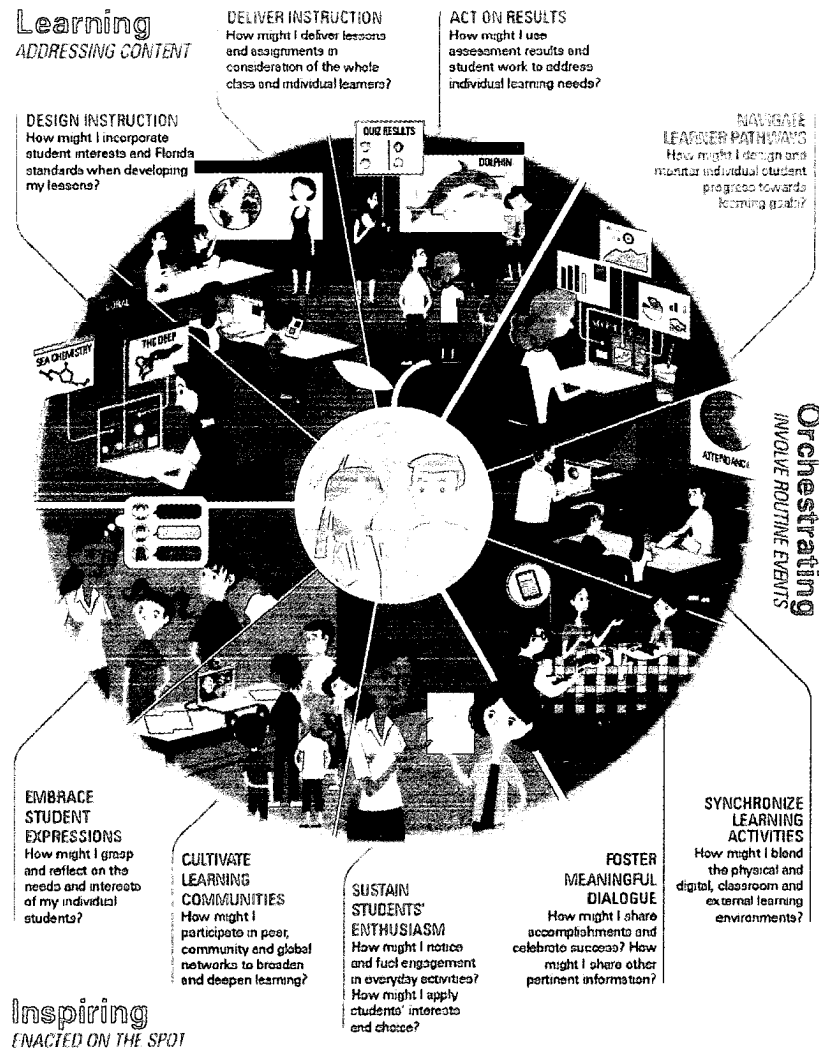
Poor, 1,
6%

Good, 3,
18%



Excellent,
13, 76%

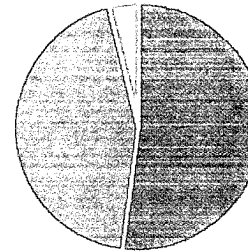
Navigate Learner Pathways



Canvas

Poor, 1,
4%

Good,
11, 44%



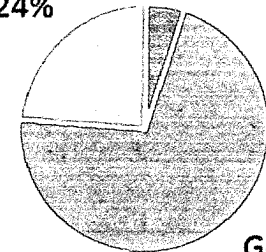
itslearning

Poor, 5,
24%

Excellent,
1, 5%

Excellent,
13, 52%

Good,
15, 71%

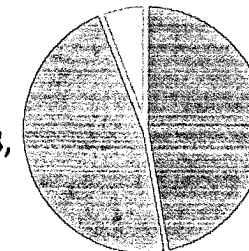


Schoology

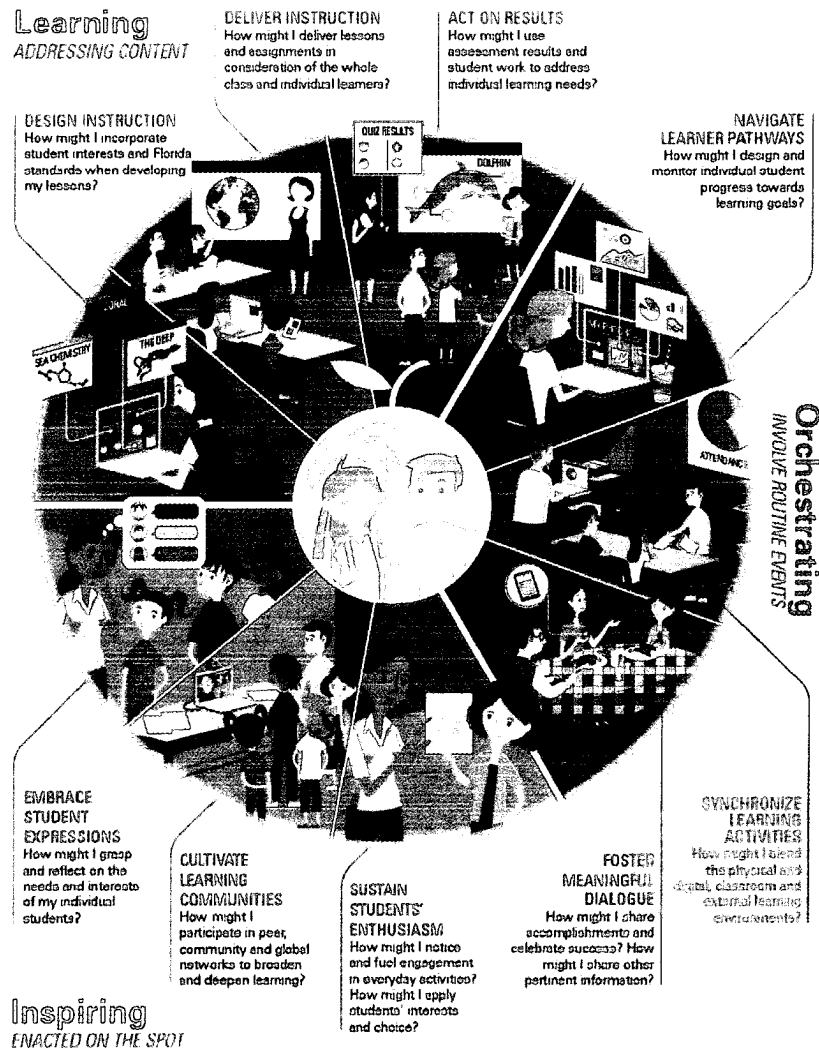
Poor, 1,
6%

Good, 8,
47%

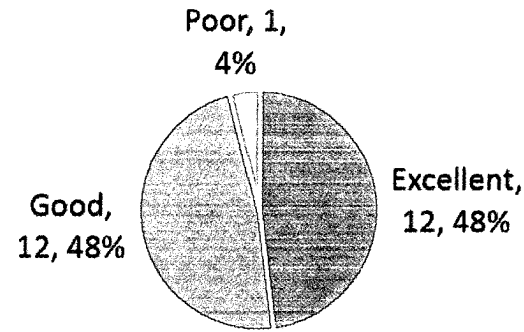
Excellent,
8, 47%



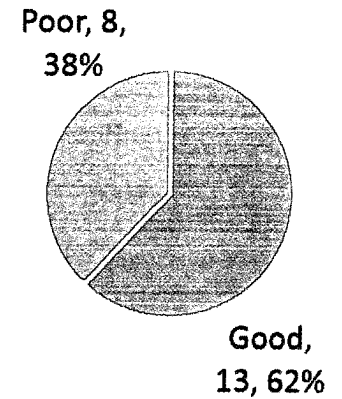
Sync. Learning Activities



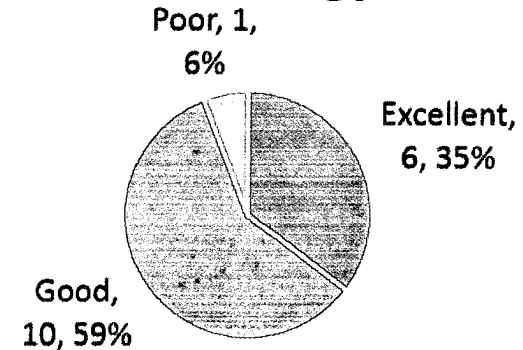
Canvas



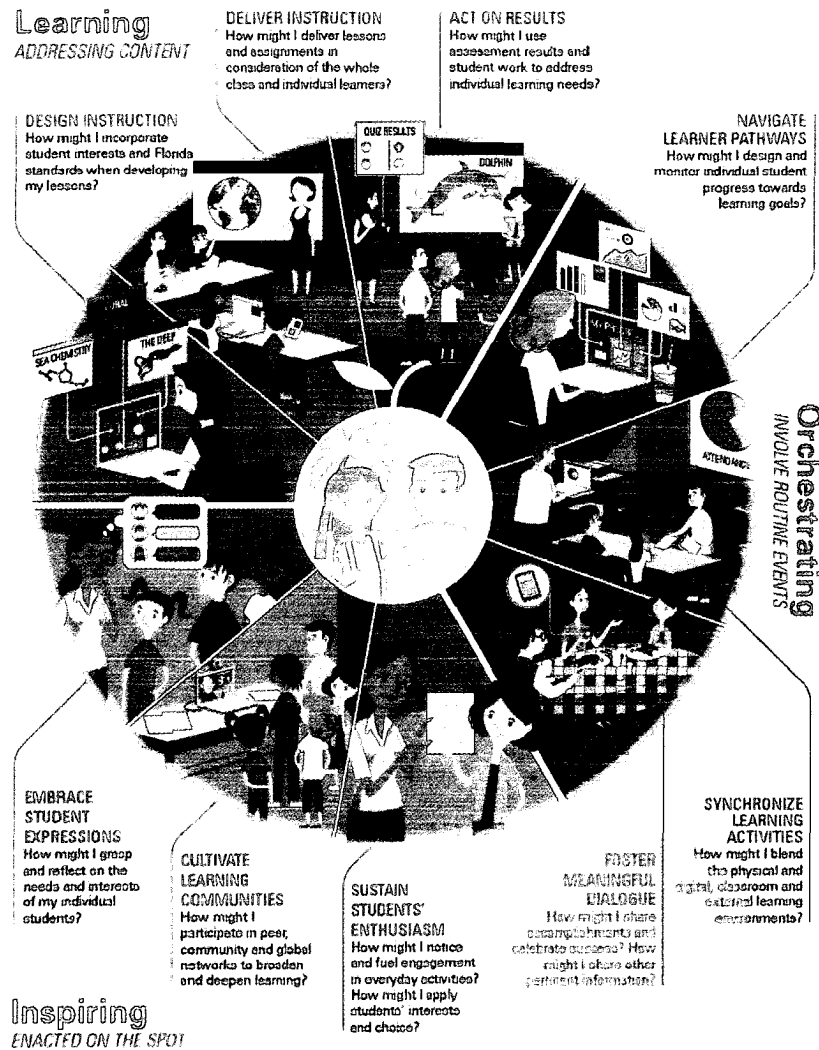
itslearning



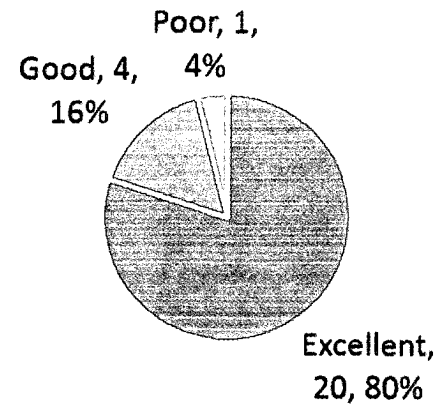
Schoology



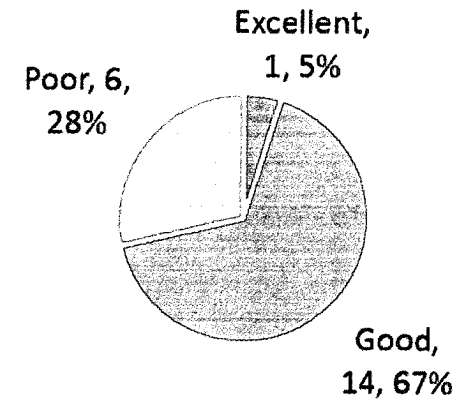
Foster Meaningful Dialogue



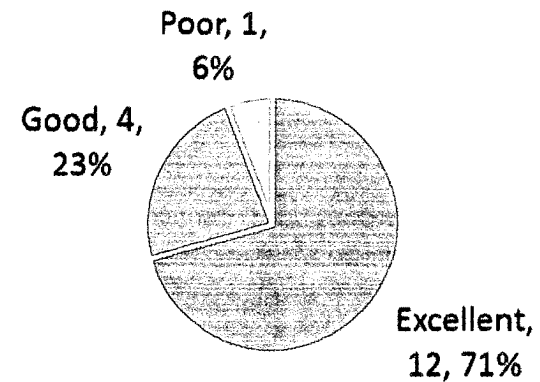
Canvas



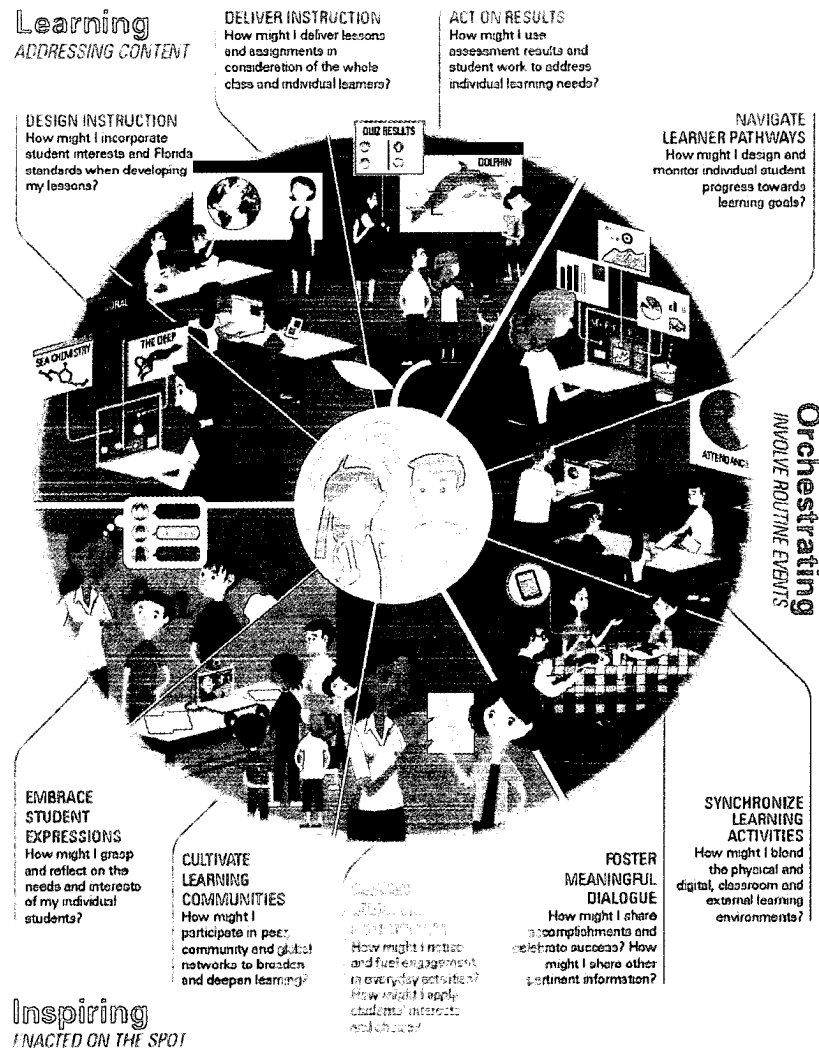
itslearning



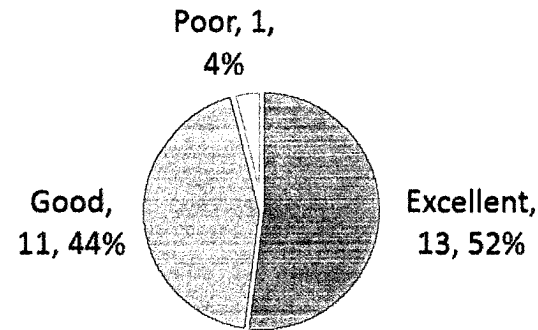
Schoology



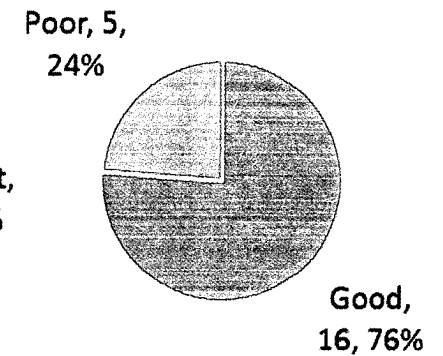
Sustain Students' Enthusiasm



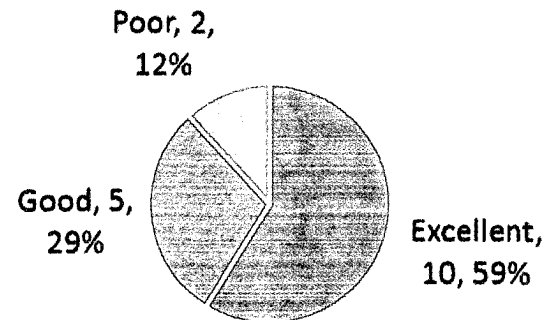
Canvas



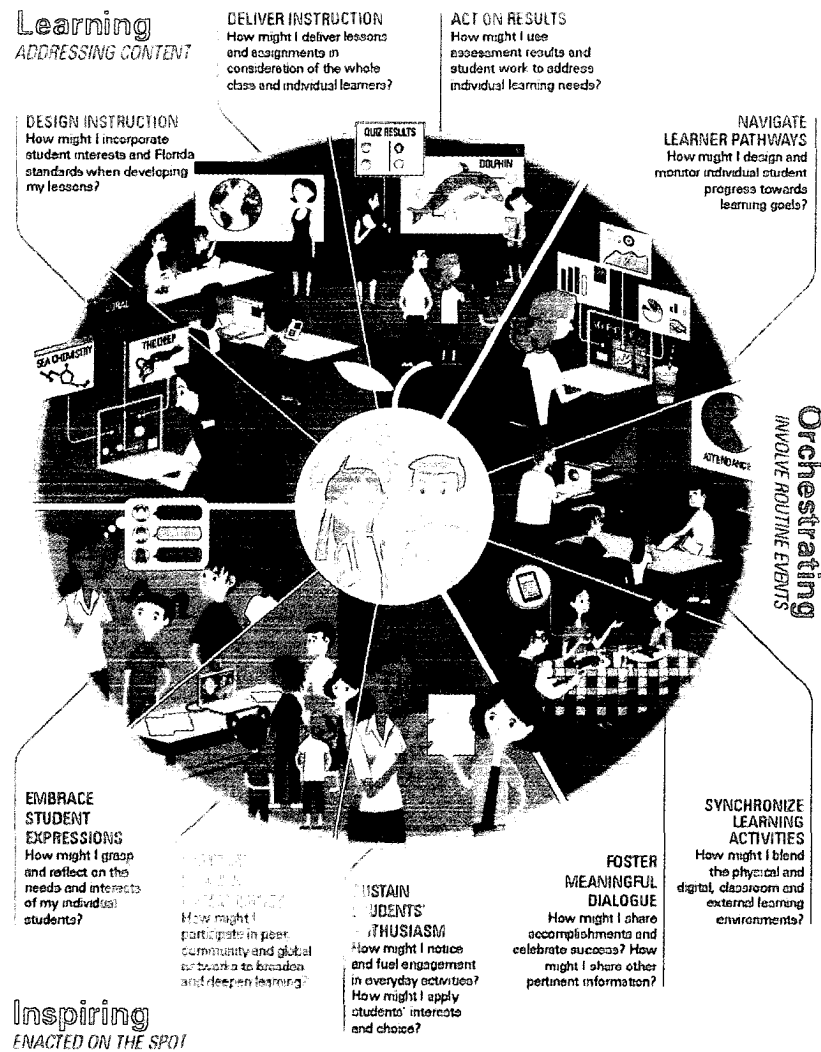
itslearning



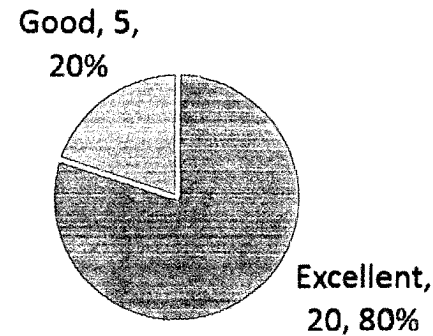
Schoology



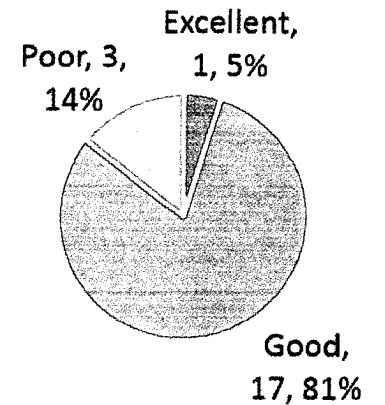
Cultivate Learning Communities



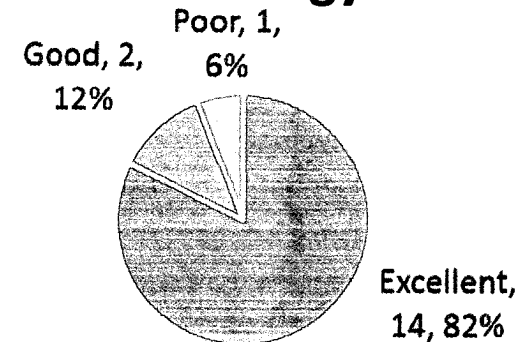
Canvas



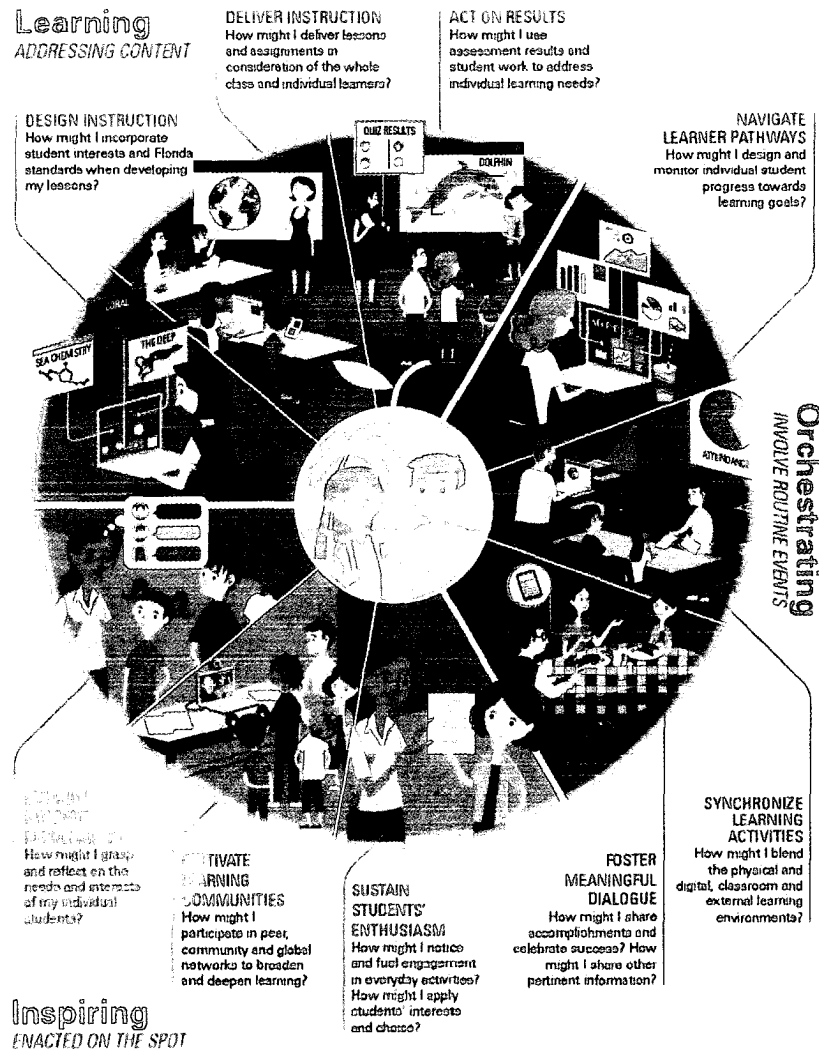
itslearning



Schoology

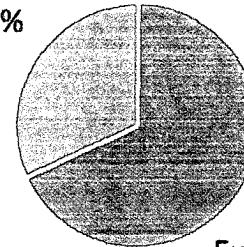


Embrace Student Expressions



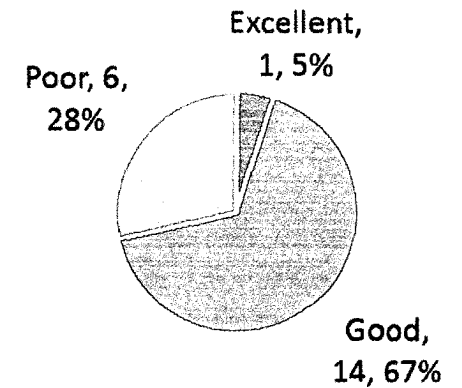
Canvas

Good, 8,
32%

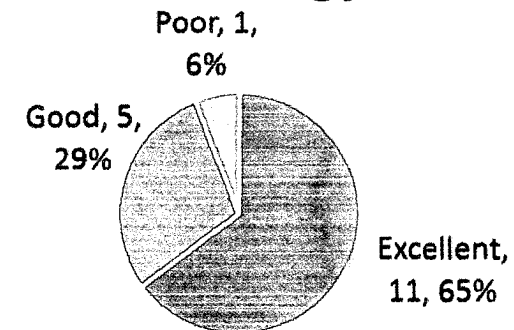


Excellent,
17, 68%

itslearning



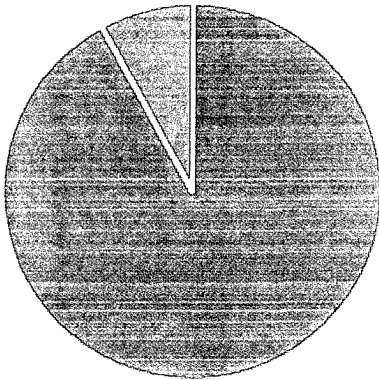
Schoology



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

Canvas

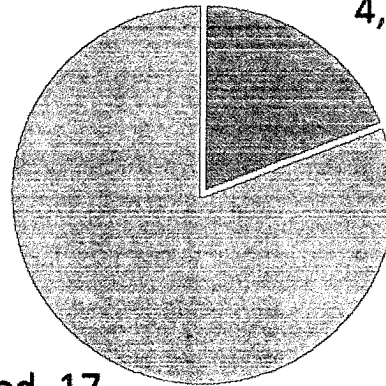
Good, 2,
8%



Excellent,
23, 92%

itslearning

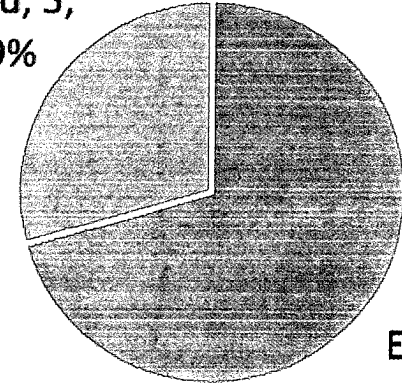
Excellent,
4, 19%



Good, 17,
81%

Schoology

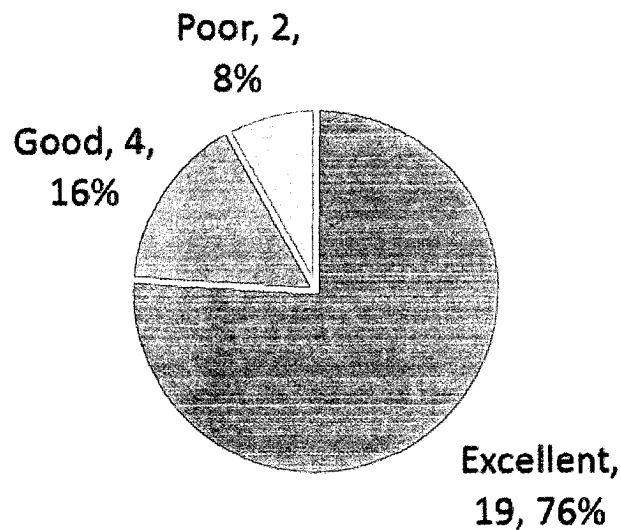
Good, 5,
29%



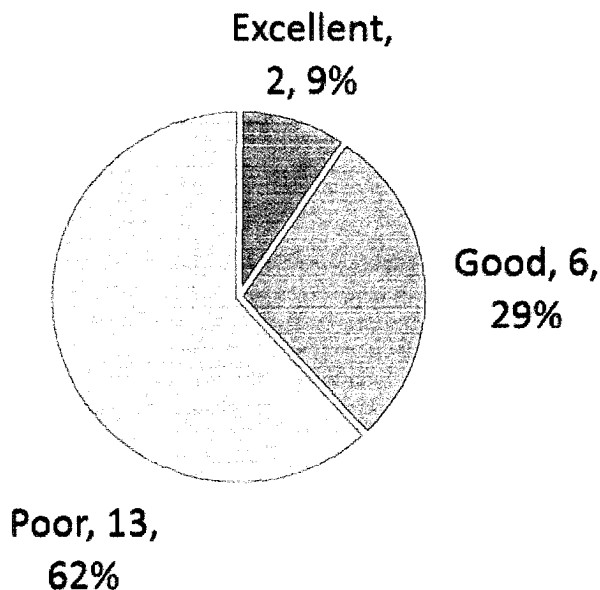
Excellent,
12, 71%

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

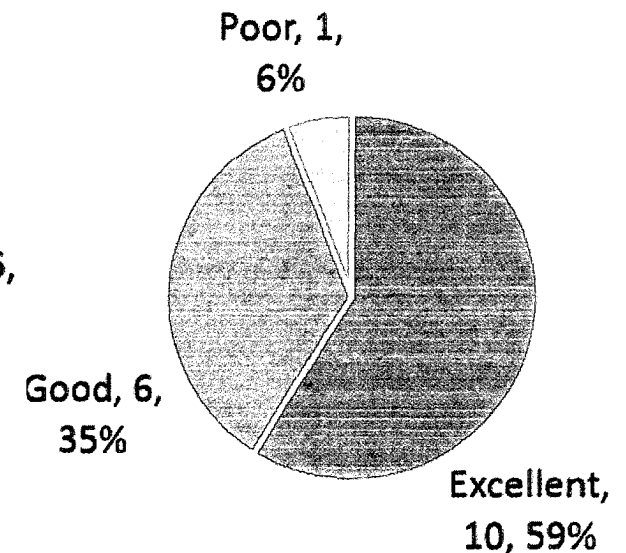
Canvas



itslearning

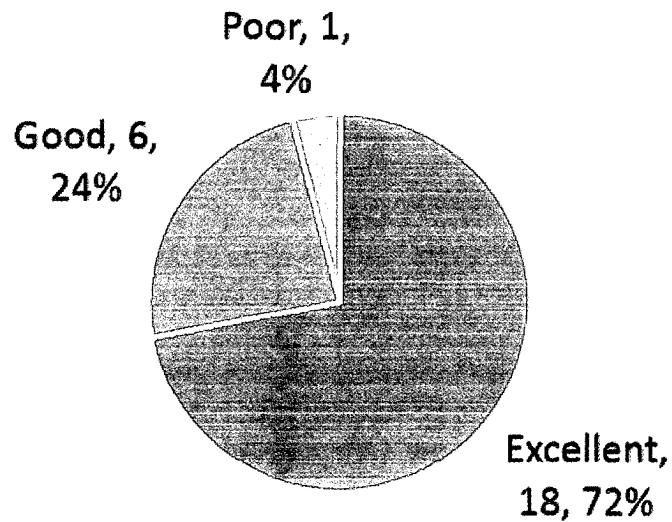


Schoology

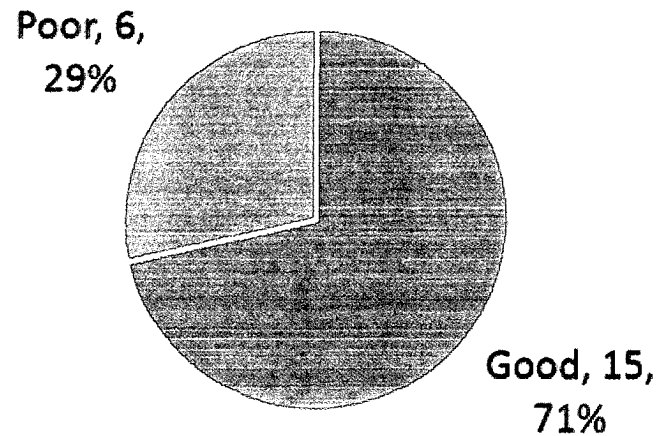


Q: Rate the functionality for teachers and administrative users to build and import course templates and content collections.

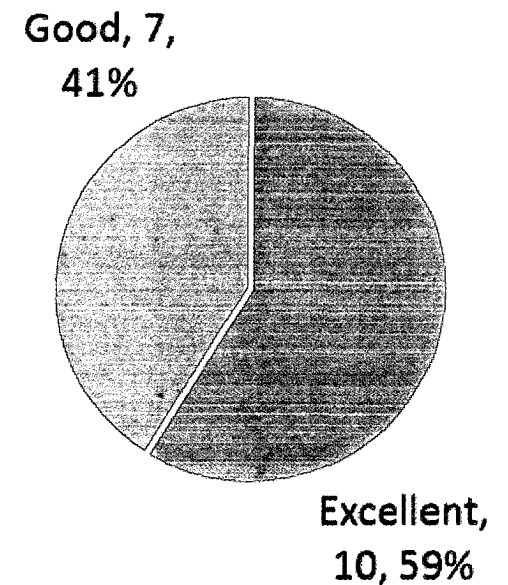
Canvas



itslearning



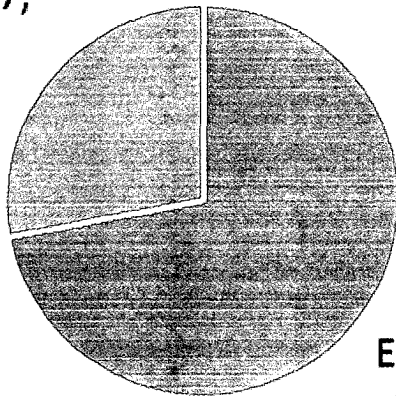
Schoology



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

Canvas

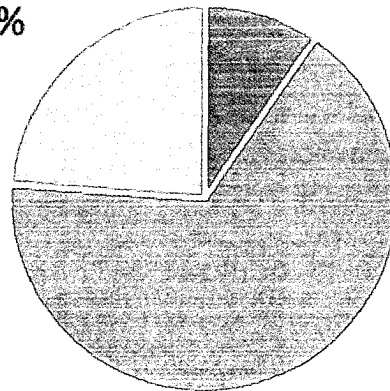
Good, 7,
28%



Excellent,
18, 72%

itslearning

Poor, 5,
24%

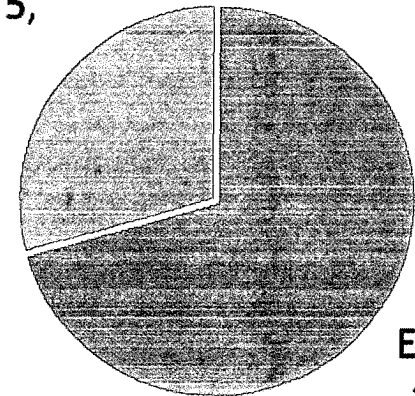


Excellent,
2, 9%

Good, 14,
67%

Schoology

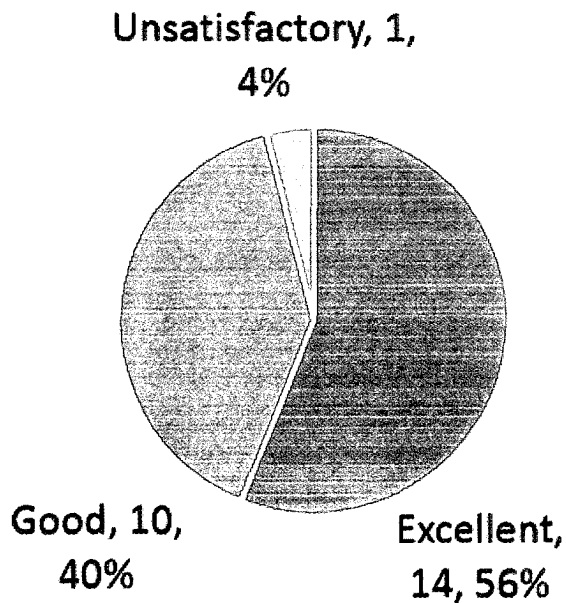
Good, 5,
29%



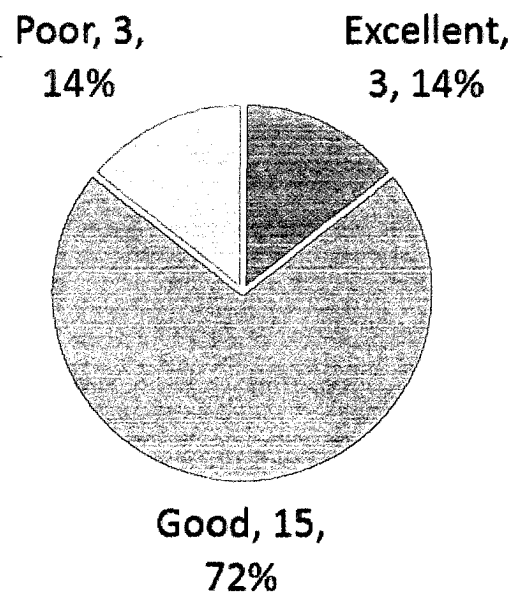
Excellent,
12, 71%

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

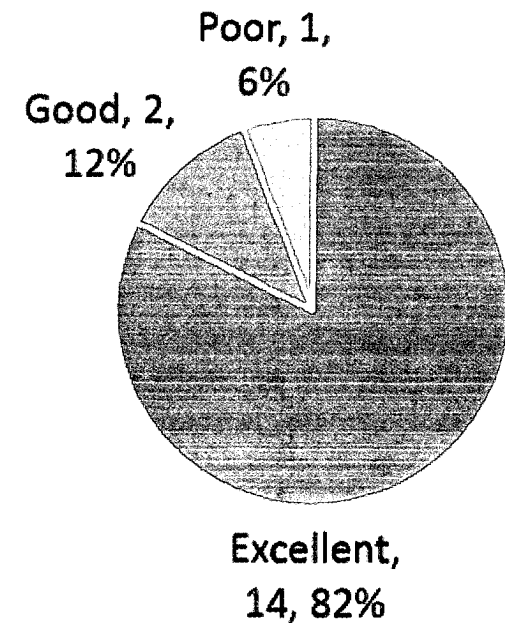
Canvas



itslearning

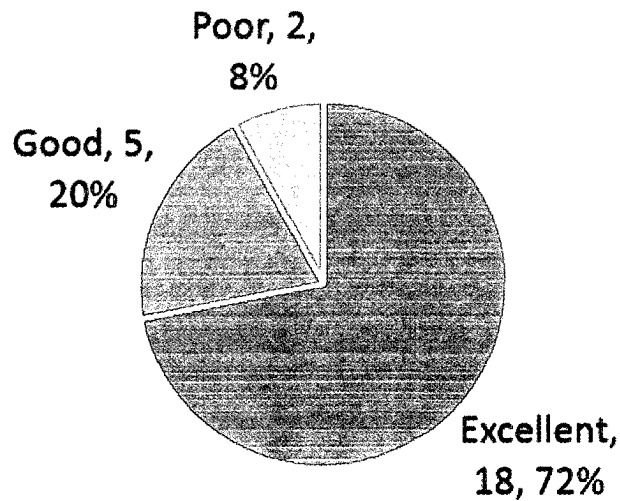


Schoology

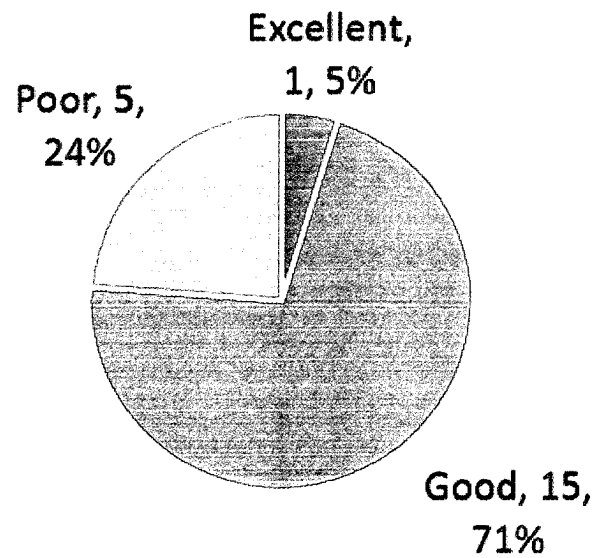


Q: Rate how students and teachers are able to store and share their work with anyone through the platform.

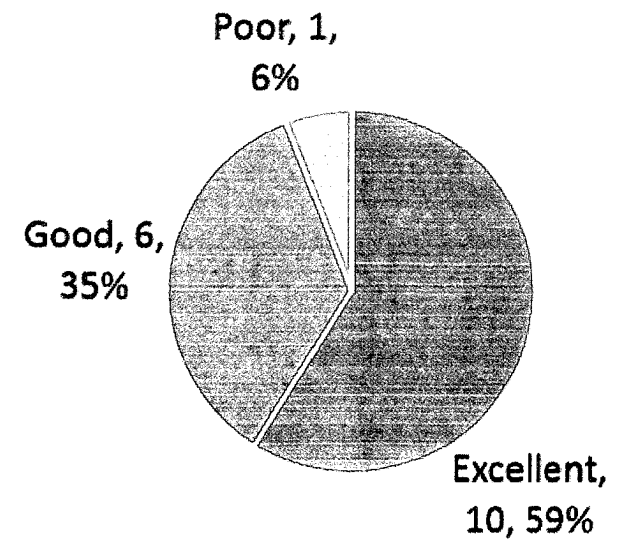
Canvas









itslearning



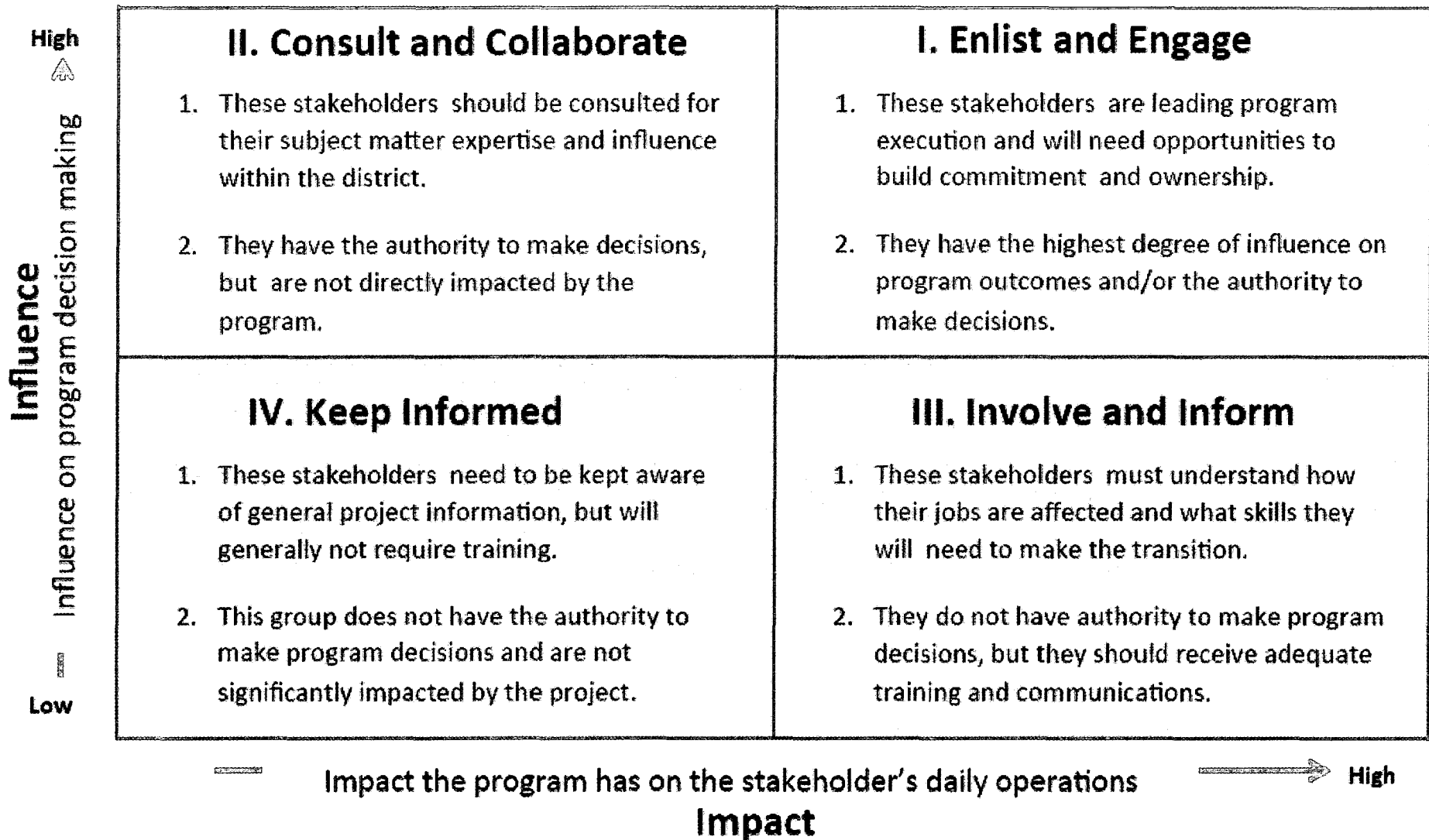
Schoology



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 |
| Schoolology (16) | iOS |  | / 3.0 |
| | Google Play |  | / 3.7 |

Stakeholder Engagement Matrix



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 | Schoology |
| Location | KC Wright Board Room | Lauderdale Manors Media Center | KC Wright Board Room |
| Functional Capability Session | 8:30 – 11:30 | 8:30 – 11:30 | 8:30 – 11:30 |
| Detailed Technology Integration Session | 12:30 – 2:00 | 12:30 – 2:00 | 12:30 – 2:00 |

Evening Demonstration Schedule

Location: Harbordale Elementary School

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

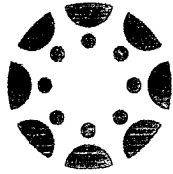


Teachers, parents, students, community members and principals were invited to view Schoology, ItsLearning and Instructure (Canvas). Demonstrations were presented from three different perspectives:

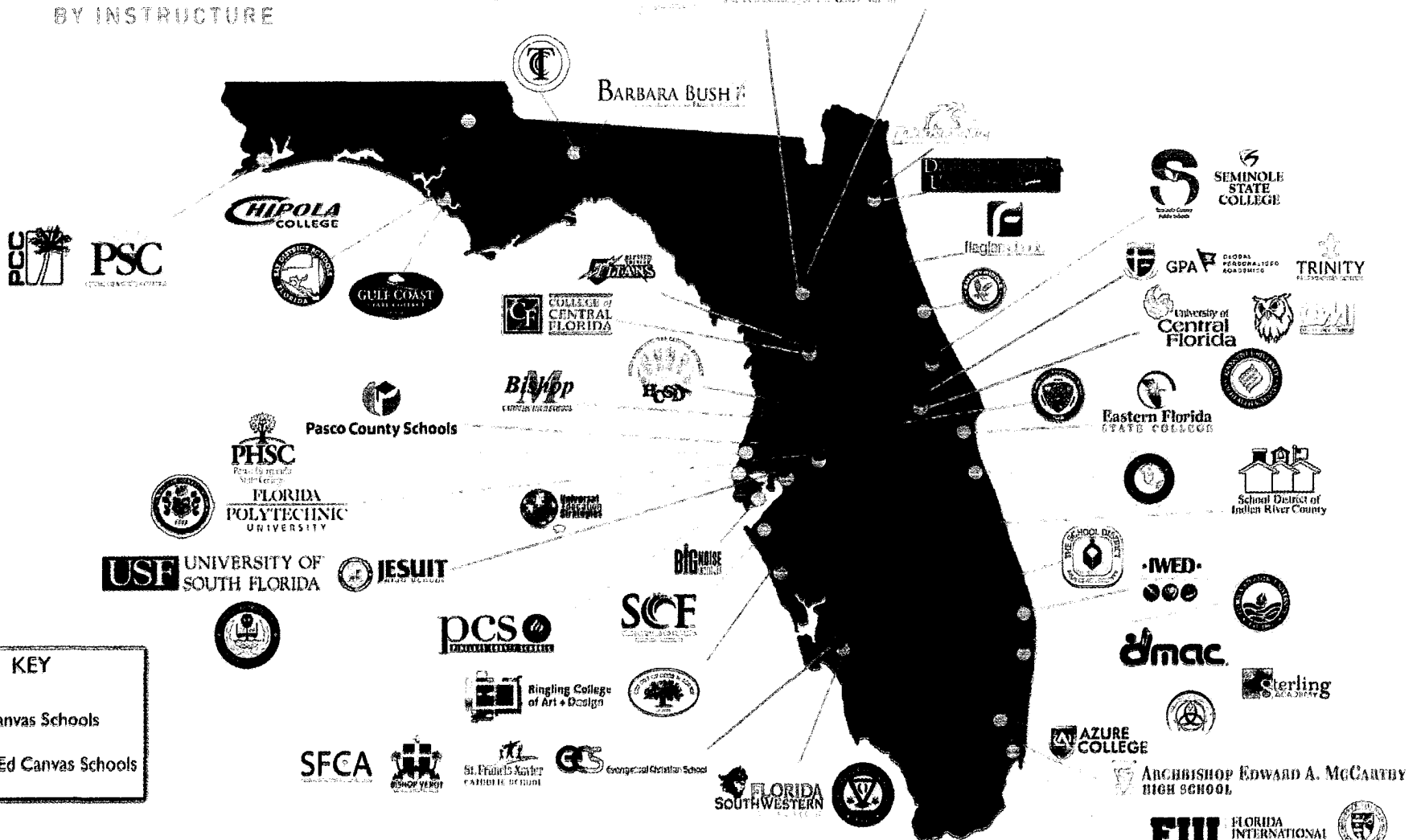
Voyager- Student/Parent, Pathfinder- Beginning Teacher and Trailblazer-Experienced Teacher. Each observer selected the appropriate role and viewed the corresponding presentations, explored the platforms and then were asked to evaluate presentation, ease of use and capabilities.

| 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



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, Lauderhill 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

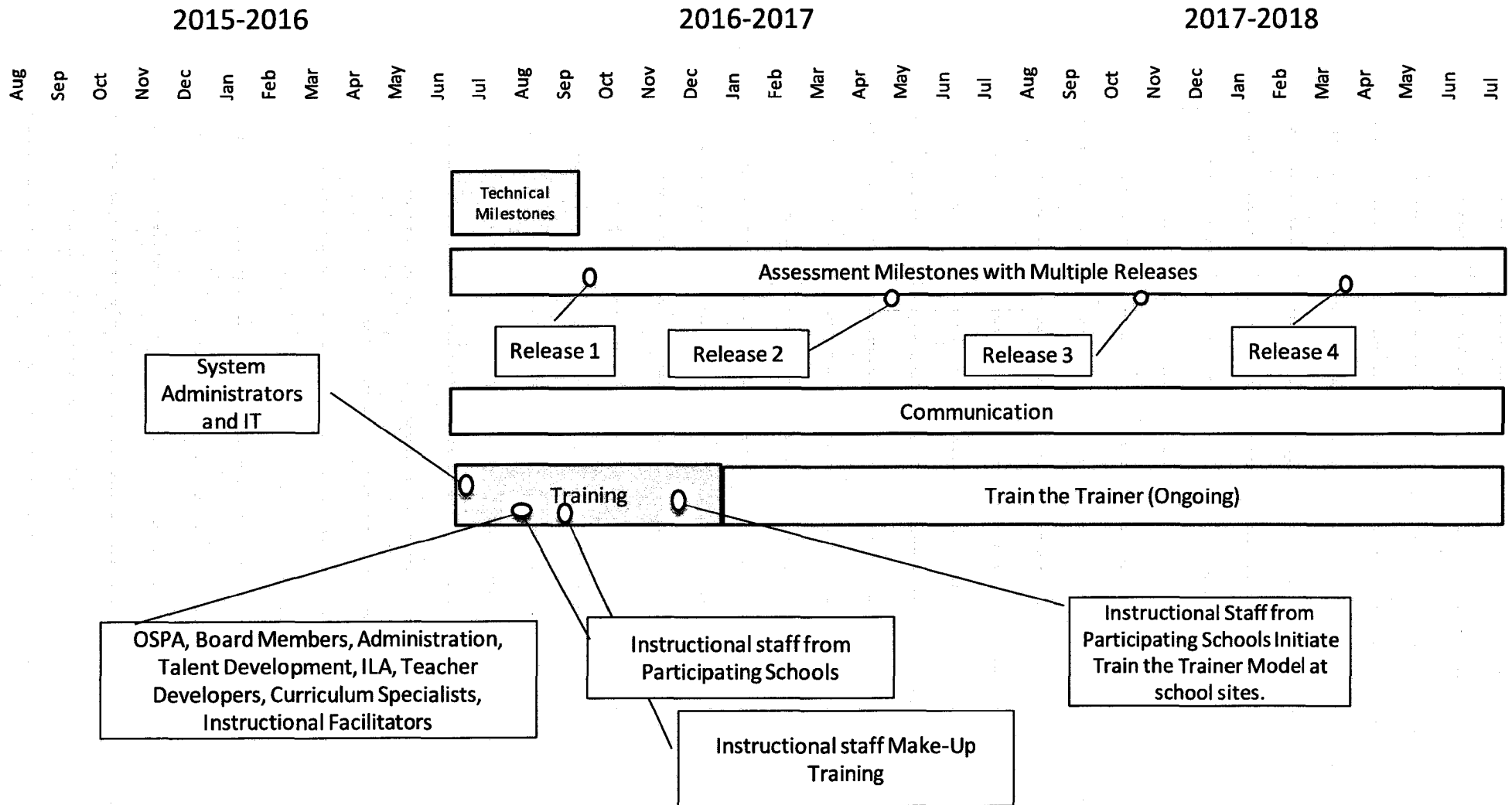
Schoology: Independently Purchased

• Cypress Bay High School, Lauderhill 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





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.

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.

2015/16 DISTRICT PROFILE

Number of Schools

| | |
|--------------------|------------|
| Elementary | 137 |
| Middle | 40 |
| High | 13 |
| Combination | 6 |
| Centers | 19 |
| Colleges | 3 |
| Total | 238 |
| Charter Schools | 105 |
| Grand Total | 343 |

includes elementary, middle and high virtual schools.

Enrollment



| | |
|-----------------|----------------|
| Pre-K | 4,839 |
| K - 5 | 97,960 |
| 6 - 8 | 47,027 |
| 9 - 12 | 69,393 |
| Centers | 5,340 |
| Charter Schools | 40,052 |
| Total | 265,491 |

Benchmark Day Count - 9/30/14

includes elementary, middle and high virtual schools.

Personnel

| | |
|--|---------------|
| Total Instructional staff | 14,028 |
| Clerical support staff, etc. | 10,026 |
| Administrators | 1,479 |
| Total number of permanent employees | 25,493 |
| (includes adjuncts and substitutes) | |
| Total number of substitute teachers | 6,304 |
| Total employees | 31,797 |

(As of 8/17/15)

2014/15 Student Race/Ethnicity Breakdown

| | | |
|-------------------------------------|-------|---------|
| White | 56.8% | 134,741 |
| Black | 40.7% | 107,995 |
| Asian | 3.1% | 9,738 |
| Native American or Native Alaskan | 1.5% | 4,349 |
| Native Hawaiian or Pacific Islander | 0.2% | 467 |
| Multiracial | 3.4% | 9,111 |
| Ethnicity Hispanic | 30.5% | 81,027 |

BCPS serves a diverse student population. Students are from 198 different countries and speak 184 different languages.

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

Gender, Technical Adult and Community Education



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

Average Annual Expenditures

| | |
|----------------|----------|
| Basic K-12 | \$6,096 |
| ESOL | \$6,335 |
| ES&E | \$10,835 |
| Career Ed K-12 | \$6,096 |

(As of school year ending June 30, 2014)

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 | 35 |
| 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 | 8 |
| C | 13 |
| D | 8 |
| F | 3 |
| High schools | |
| A | 4 |
| B | 7 |
| C | 7 |
| D | 3 |
| F | 2 |

Reflects information as of August 2015

I.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.

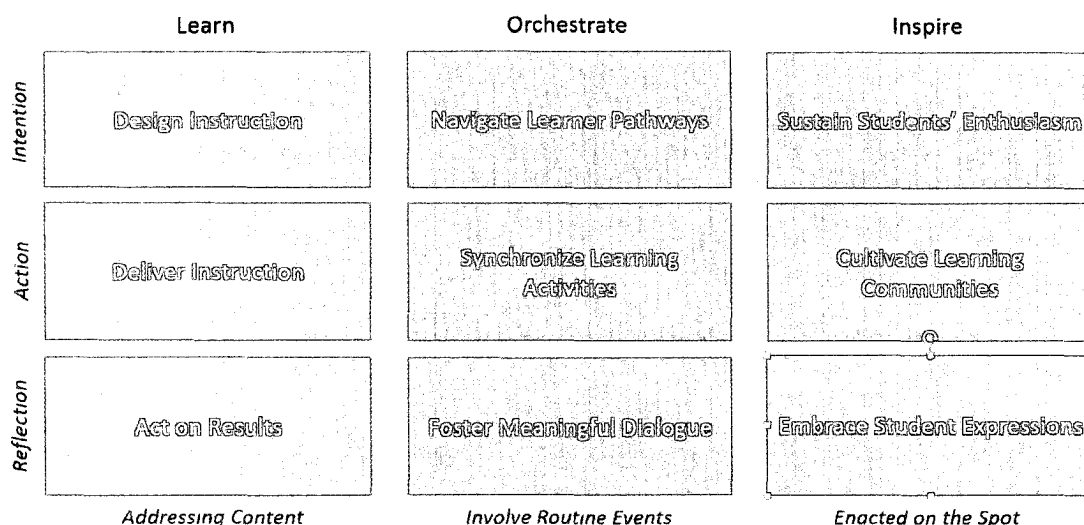
This initiative refreshes classroom technology, notably supporting the deployment of laptops for students and teachers in most need via a series of groups. Classroom technology is expected to be used by teachers to personalize the learning experience of BCPS students, therefore professional development 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.

I.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/learningmaps/LearningMapClassroomTeacherD2.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 | <p>Master Plan and Innovation Configuration http://www.broward.k12.fl.us/talentdevelopment/html/ic_masterplan.html</p> <p>Master Plan Digital Learning Curriculum Integration http://www.broward.k12.fl.us/talentdevelopment/new/s/mp_ic_Digital_Learning_Curriculum_Integration.pdf</p> <p>Master Plan Technology Systems Operation http://www.broward.k12.fl.us/talentdevelopment/new/s/mp_ic/Technology_Systems_Operations.pdf</p> <p>Master Plan Digital Personalized Learning http://www.broward.k12.fl.us/talentdevelopment/new/s/mp_ic_Digital_Person_Learn.pdf</p> <p>Instructional Technology for 21st Century Teaching and Learning http://www.broward.k12.fl.us/talentdevelopment/new/s/mp_ic_21stCentTech_Learn.pdf</p> | | <p>1/12/15</p> <p>1/13/15</p> <p>1/12/15</p> <p>7/28/15</p> |
| 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> | %20Items/Security/BCPS_SocialMediaUseGuidelines_Final.pdf | |
| Personally Owned Devices – for Employees | <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> | http://www.broward.k12.fl.us/erp/ITStandards/docs/Standard%20Items/Security/PersonallyOwnedDeviceGuidelines%20v01102012.pdf | 10/20/12 |

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% *** | | |
| *** 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 |
| *** 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 | 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 |
|--|--|-----------------|--------|--------------------------------|
|--|--|-----------------|--------|--------------------------------|

| | | 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% | |
| *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) |
|---|---|---|---------------|--|
|---|---|---|---------------|--|

| | 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 | Capital Budget Plan and GOB are aligned to purchase digital devices for this project <ul style="list-style-type: none"> 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 <i>Measurement: GOB, Capital Budget Plan, Professional Learning Plan and Academic Plan are collaboratively developed and implemented.</i> | |
| 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. <i>Measurement: Classroom observations show digital learning instructional strategies are evident.</i> <i>Measurement: Student work reflects the use of digital tools for learning</i> <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> <i>Measurement: Number of administrators/coaches participating in training on how to utilize the Technology Integration Matrix (TIM) in classroom walkthroughs</i> | 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 LEO 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) | | | | |
|--|-----------------------------|--|--|--|--|

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 and Process(es) | Success Criteria |
| E.1. | Computer-Based Assessment Certification Tool completion rate for Broward schools | 100% Readiness 100% Completion |
| E.2. | | |

EXECUTIVE SUMMARY

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

This request is to approve the First Amendment and increase spending authority by \$73,900 to enhance Instructure Canvas Learning Management system. The School Board approved the Instructure Agreement during the Regular School Board Meeting as item FF-2 on June 15, 2016, with a spending authority of \$5,304,045. This request is to obtain professional services to implement functionality within Canvas that will allow students with specific plans or conditions to be flagged in the Canvas Gradebook. This contract is for professional services and the ongoing hosting cost for the Canvas enhancements.

Upon implementation, teachers will be able to see student's individual education plan information in the Canvas system so that they are aware of conditions and plans that apply to a student in their course prior to creating lesson plans and without leaving Canvas.

This project is directly tied to the goal of High-Quality Instruction. This additional Canvas Gradebook feature will enable teachers to better deliver high-quality instruction by providing a quick glance at students who need to be provided additional accommodations during instruction. Specifically, this enhancement will help teachers to design more effective teaching practices and develop appropriate learning environments and experiences which are specifically matched to the needs of the students in their classroom.

This enhancement was requested based on feedback from the Data Collection and Review Committee and other work groups to simplify the way teachers access information about their students who have academic plans. Currently, teachers are struggling to easily identify which students participate in various BCPS programs. This enhancement will alert teachers to students participating in specific program plans such as SWD (Students with Disabilities), PMP (Progress Monitoring Plan), ELL (English Language Learners), RTI-A (Response to Intervention- A), RTI-B (Response to Intervention- B), Gifted, Section 504, Health Conditions) by flagging them as such in the Canvas Gradebook. Currently, this information is only available to teachers through multiple locations or paper format, which is easily misplaced or lost.

Without having this new functionality, teachers will need to visit multiple platforms prior to creating their lesson plans to determine the appropriate accommodations for their students.

We continue to try to make the work effort of our teachers easier and more streamlined. By developing this new functionality within the Canvas Gradebook teachers will be able to differentiate instruction with information from student's educational plans.

Financial Impact

The anticipated additional spending authority request is for \$73,900.

New Estimated Spending

| | |
|--|--------------------|
| <u>Enhancement costs</u> | <u>\$49,900</u> |
| <u>\$6,000 annual increase in hosting costs x four (4) years</u> | <u>\$24,000</u> |
| <u>New total</u> | <u>\$5,377,945</u> |

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

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.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this 19th day of December, 2017, 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.

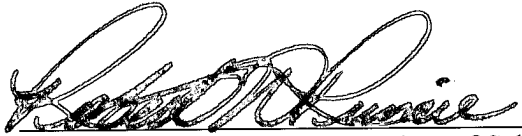
1.05 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

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.

(Corporate Seal)

ATTEST:




Robert W. Runcie, Superintendent of Schools

FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Nora Rupert, Chair

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)

ATTEST:

_____, Secretary

-or-

Witness

Witness

Instructure, Inc.

By [Signature]
Signature

Printed Name: Elizabeth Powell

Title: Manager, Deal Desk

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.
Name of Person
Type of Identification

My Commission Expires:

3/13/2018
Signature – Notary Public

Celita Spörl
Printed Name of Notary

675577
Notary's Commission No.

(SEAL)

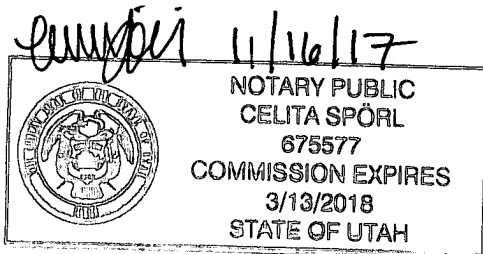


EXHIBIT H

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.

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).

Second Amendment to Agreement and Additional Spending Authority
58-102E - Instructure Canvas Learning Management System (LMS)
June 12, 2018 Board Agenda
Page 2

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 |
|---|--|---|---|
| Coordination of Canvas Custom Configurations – Custom Gradebook Column in Canvas Phase I – Identification of students with education plans in Canvas gradebook by code | <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> |
| Coordination of Canvas Custom Configurations – Student Impacts Information (SII) App Development Phase II – Identification of students with education plans in Canvas gradebook by code and the ability to identify accommodations and strategies for implementation. | <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

| | | | |
|---|---|---|--|
| | Begin work with Ellevation, Accelify, and BASIS to create codes for Phase III. | Assists teachers in differentiating instruction with specific student learning goals found in education plan. | |
| 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>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>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> | Pre-planning in progress with vendors. |
| Coordination of Canvas Custom Configurations – Coordination of expanded Gauge use for District-Wide Assessment | <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> | In Progress |

Appendix A – Services Descriptions and Benefits to the District

| | | | |
|---|---|--|---------------------|
| | <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>Instructional Materials and Support</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 (Canvasadors, 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> |

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.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By Nora Rupert
Nora Rupert, Chair

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@gbrowardschools.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

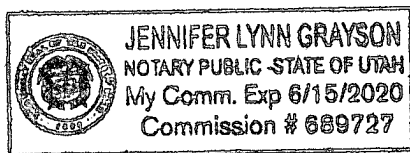
My Commission Expires:

6/15/2020

Jennifer Lynn Grayson
Signature - Notary Public

Jennifer Lynn Grayson
Printed Name of Notary

(SEAL)



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 a 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 | <div>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.</div> <div>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.</div> |
| 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 | <div>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.</div> <div>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.</div> |
| 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.



BID INFORMATION

VENDOR INFORMATION

NOTES (Type Below):

EXECUTIVE SUMMARY

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

Introduction

Responsible: Procurement & Warehousing Services (PWS)

This request is to approve additional spending authority and the Third Amendment to the Agreement between Instructure, Inc. (Instructure) and The School Board of Broward County, Florida (SBBC), to add functionality and extend the onsite consultant personnel for one (1) school year. The additional spending authority amount requested is \$173,200.

The Agreement was approved as item FF-2 June 15, 2016. The First Amendment was approved as item EE-7 on December 19, 2017. The Second Amendment was approved as item EE-12 on May 8, 2018.

Goods/Services Description

Responsible: Innovative Learning

This request is to extend the onsite professional services provided by the Strategic Customer Success Manager (SCSM) for the fourth year and to provide a custom solution for the validation of teachers in a course.

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. The Second Amendment to the Agreement provided SBBC a one hundred (100) percent dedicated onsite SCSM for the 2018-2019 school year. This Third Amendment to the Agreement will provide SBBC a seventy-five (75) percent dedicated onsite SCSM for the 2019-2020 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 at twenty-five (25) percent, and the Remote Customer Service Manager at twenty-five (25) percent (all Instructure personnel as part of the original contract).

The successful implementation of Instructure's Canvas from 2016-2019 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.

Custom Development - Validation of Teachers in a Course

Broward County Public Schools is engaging Instructure Professional Services to add new functionality for teachers adding other teachers to courses in Canvas. This custom validation is necessary to ensure only teachers are added into Canvas as a teacher role.

Recommendation to Approve Third Amendment and Additional Spending Authority
58-102E – Instructure Canvas Learning Management System (LMS)
May 7, 2019 Board Agenda
Page 2

Financial Impact
Responsible: PWS and Innovative Learning

The additional spending authority requested for the Third Amendment is \$173,200 as detailed below:

| | |
|------------------------------------|--------------------------|
| Strategic Customer Success Manager | \$ 160,000 |
| <u>Third Amendment</u> | <u>\$ 13,200</u> |
| <u>New spend authority</u> | <u>\$ 173,200</u> |

The funding source is the Digital Classroom plan budget and the summary of spending authority requested is below:

| | |
|---|----------------------------|
| Original Agreement | \$ 5,304,045 |
| First Amendment | \$ 73,900 |
| Second Amendment | \$ 248,500 |
| <u>Third Amendment</u> | <u>\$ 173,200</u> |
| <u>Total spend authority (rounded)</u> | <u>\$ 5,799,645</u> |

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

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into as of this 7th day of May, 2019, 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 VENDOR 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 Third Amendment to Agreement (hereafter "Third 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.

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

a) Within **Exhibit A**, the first paragraph immediately following the section heading "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 (SCMS) is the counterpart to the Customer Project Manager and will be dedicated 100% onsite to the Customer for the first three (3) years and 75% for year four (4) of the contract at the charge

specified in the “fees and Billing” section. The SCMS 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 4 Costs 7/1/2019-6/30/2020” on page 35 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 -75% Dedicated | \$160,000 |

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

2.20.2 Cost of “Services” for year 3, year 4 and year 5 Notwithstanding any other provision in this Agreement, subsequent to both parties signing the Third 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 cost 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 of the date of proper and appropriate invoice.

- d) **Exhibit J** (Teacher Enrollment Application - 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 Teacher Enrollment Application. Fees and Billing will occur as outlined according to the milestones assigned in **Exhibit J**.

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:

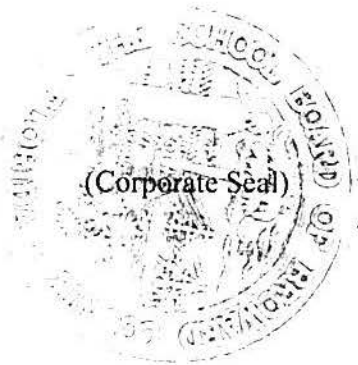
- a) this Third Amendment to Agreement; then
- b) the Second Amendment to Agreement; then
- c) the First Amendment to Agreement; then
- d) the Agreement.

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 Third Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Third 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 Third Amendment to Agreement.

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

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]



FOR SBBC:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Heather P. Brinkworth
Heather P. Brinkworth, Chair

ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Eric Abend
Digitally signed by Eric
Abend
Reason: Instructure 2019
Date: 2019.04.15
09:11:36 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR INSTRUCTURE:

(Corporate Seal)

ATTEST:

INSTRUCTURE, INC.

By Mat Searle
Mat Searle, Director, Finance Operations

_____, Secretary

-or-

Witness

Witness

STATE OF UTAH

COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 12 day of April, 2019 by MAT SEARLE of

Name of Person

Instructure Inc on behalf of the corporation/agency. He/She is personally known to me or produced _____ as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

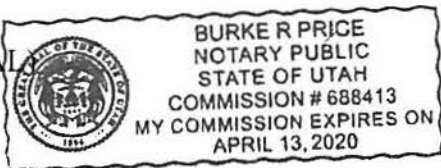
April 13, 2020

Signature – Notary Public

Printed Name of Notary

Notary's Commission No.

(SEAL)





INSTRUCTURE

STATEMENT OF WORK



canvas

Broward County Public Schools

Teacher Enrollment Application

SUBMITTED BY:

Brian M. Vibert

Created: February 15, 2019

Updated: March 1, 2019

EXHIBIT J

Summary

Broward County Public Schools ("Customer") is engaging Instructure Professional Services ("Instructure") to develop and implement an application to restrict teachers' enrollment ability to only other teachers in Canvas ("the Solution").

IMPLEMENTATION COST¹

ESTIMATED DURATION²

\$13,200

20 Days

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 this SOW is signed, Instructure will review objectives, plans, and risks with Customer.
- A weekly, written update from Instructure will 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. If approved, changes will be classified and handled by Instructure as follows:

- Changes to the Solution affecting scope, specifications, timeline or milestone schedule, pricing, or estimates may be requested in writing and are only effective if signed by both parties (each, a "Change Order").
- Minor changes to the Solution that do not affect the scope, specifications, timeline or milestone schedule, pricing, or estimates may be accepted by Instructure via email confirmation and without a signed Change Order.

¹ Excludes hosting, maintenance, and support fees; see Fees & Billing for full pricing.

² Base estimate, after development begins, of business days to complete all project development work and testing; see Development Timeline & Milestones for details.

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.

| | |
|---|---|
| 1 | As a user , I can access a user interface so that I can interact with data. |
| 2 | As a teacher , I can search for other users to add as course administrators in my course, so that I can find the faculty I want to add to my course. |
| 3 | As a teacher , I can enroll faculty as course administrators in my Canvas course, so that other users can assist in course delivery. |

Development Timeline & Milestones

Development will begin approximately 6-8 weeks after this agreement is executed. Instructure's base estimate is **20 business days** to complete all project development work and testing (i.e., user interface design³, development, quality assurance, and user acceptance testing for all milestones).

Detailed descriptions of the Solution's milestones and deliverables are included in Appendix A.

Assumptions

1. The Solution will be installed at the root account level of the Customer Canvas instance.

Limitations & Exclusions

1. The Solution will not support enrolling a user that does not already exist in the Customer's Canvas instance.
2. Only teachers with the base Canvas Teacher role will be permitted to use the Solution. Custom roles based on the teacher role will not be supported.

Fees & Billing

Implementation Costs

| DESCRIPTION | AMOUNT |
|------------------------------|---------|
| Milestone 1: Design Solution | \$3,000 |

³ If applicable

Milestone 2: Teacher Enrollment Application**\$10,200****TOTAL****\$13,200**

Invoices for implementation will be generated upon acceptance of each milestone⁴. Invoices are due at net 30 days.

Hosting, Maintenance, and Support Costs

| DESCRIPTION | AMOUNT |
|-------------|--------|
|-------------|--------|

Year 1

\$6,000

The first annual maintenance invoice will be prorated to align with Customer's Canvas subscription renewal and is generated upon either the date of delivery of the final deliverable (i.e., the full Solution) to Customer⁵ or 12 weeks after execution of this SOW, whichever is earlier. Invoices are due at net 30 days.

Maintenance and support will be provided at the amounts quoted in the table above, provided Customer retains an active subscription contract with Instructure.

After the period(s) quoted in the table above, the following applies:

- Instructure reserves the right to review and adjust hosting, maintenance, and support costs annually and will provide notice of changes. If no review occurs, maintenance fees will increase by 2% annually.
- 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.

User Acceptance Testing

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 reviews any reported issues and determines which, if any, are defects.
 - 5.1. If any defects are identified, Instructure provides a defect-resolution plan to Customer within 4 business days.
 - 5.1.1. Only defects or in-scope changes will be resolved; new functions or scope will require a separate SOW.
 - 5.2. Instructure notifies Customer when defect fixes are complete.

⁴ See Acceptance & Delivery

⁵ See Acceptance & Delivery

5.3. Customer has 2 business days to validate defect fixes.

Acceptance & 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 UAT⁶ or validate defect fixes within 2 business days⁷.

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 & Support section, below.

User Documentation

A basic user guide describing the Solution's functions will be produced by Instructure. Work on the user guide will begin after the Solution is accepted by Customer, and it will be delivered within 2-4 weeks. No other user documentation is included with this SOW.

Maintenance & 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 Customer's purchased support package.

| INCLUDED | EXCLUDED |
|--|---|
| <p>Instructure Support Desk answers Customer's questions.</p> <p>Instructure Professional Services prioritizes and fixes bugs reported to Support Desk. Bugs are:</p> <ul style="list-style-type: none"> Features or processes not performing as defined in this SOW, including issues caused by supported browser updates. Solution outages. User access issues. <p>Instructure Professional Services hosts the Solution; includes scheduled tasks and running the custom solution code.</p> | <p>Any modifications to the Solution other than bug fixes, including but not limited to solution changes to utilize feature enhancements or new features for Instructure's core products.</p> <p>Using changes to an integrated application.</p> <p>Adding these at Customer request requires a separate SOW.</p> <p>Instructure may opt to apply these changes (at no charge to customer) to meet its business needs and maintain the Solution's functional integrity.</p> |

Expiration & Effective Date

This SOW is only valid if signed and returned to Instructure thirty (30) days following the Version date (shown in the footer) of the document ("Expiration Date"). Instructure has the right, in its

⁶ Step 4 in User Acceptance Testing

⁷ Step 5.3 in User Acceptance Testing

sole discretion, to reject this SOW if it is received after the Expiration Date; acceptance of this SOW after the Expiration Date is subject to Instructure's discretionary review and revision. The Effective Date of this SOW is the date of the last signature below.

APPENDIX A

Project Milestones

Milestone 1: Design Solution

| | |
|------------------------------|---|
| USER STORIES INCLUDED | 1. As a user , I can access a user interface so that I can interact with data. |
| DELIVERABLES | Finalized user interface design mockups for the Teacher Enrollment Application. |

Note: Solution designs proposed and accepted in this milestone supercede any other mockups.

Instructure Requirements

1. Provide a UI/UX design resource.
2. Create visual mock-ups for the deliverables identified above which reflect the requirements in the remaining milestones.
3. Present mock-ups for review and iterate once (if necessary) to integrate customer feedback.

Customer Requirements

1. Provide a primary stakeholder to review and approve mockup designs.
2. Provide any feedback needed to complete the mockup.
3. UAT consists of review and approval of final draft of UI mockup for the Teacher Enrollment Application interface.

Milestone 2: Teacher Enrollment Application

| | |
|------------------------------|--|
| USER STORIES INCLUDED | <ol style="list-style-type: none"> 2. As a teacher, I can search for other users to add as course administrators in my course, so that I can find the faculty I want to add to my course. 3. As a teacher, I can enroll faculty as course administrators in my Canvas course, so that other users can assist in course delivery. |
| DELIVERABLES | Application that allows teachers to add other course administrators in Canvas. |

Instructure Requirements

1. Implement an application that can be used as an external tool with Canvas.
 - 1.1. Application must be configured to launch from the course navigation menu.
 - 1.2. Application will use the 'admins' visibility setting for external tools (see https://canvas.instructure.com/doc/api/file.navigation_tools.html).
2. When a user launches the tool who is not identified as a Teacher or Account Administrator, show the user a message that informs the user that they are not able to use the application.
3. When a Teacher (base Canvas Teacher role only) or Administrator launches the tool, provide the following functionality:
 - 3.1. Search for users to enroll.
 - 3.1.1. Search can be performed by any of the following:
 - 3.1.1.1. Email address

- 3.1.1.2. Login ID
- 3.1.1.3. SIS ID
- 3.1.2. Search results will include only users in the Canvas instance who have one or more login IDs that match the following criteria:
 - 3.1.2.1. Login ID begins with the letter "p" in uppercase or lowercase.
 - 3.1.2.2. Login ID ends with "@browardschools.com".
- 3.2. Select user(s) from search results to be enrolled.
 - 3.2.1. Resetting search criteria will not clear the selection of the user as one to be enrolled.
- 3.3. Select role for enrollment.
 - 3.3.1. Options should include all course administrator level roles.
 - 3.3.1.1. Course administrator level roles consist of the following: Designer, Teacher, Non-Editing Staff, and TA.
- 3.4. Select section for enrollment.
 - 3.4.1. All active sections in the course will be shown as options into which the selected user(s) can be enrolled.
- 3.5. Added course administrators can interact only with users in their section.
 - 3.5.1. When selected, users will be enrolled into sections and only allowed to interact with users in their section as implemented by the `limit_privileges_to_course_section` attribute of enrollments (see <https://canvas.instructure.com/doc/api/enrollments.html>).

APPENDIX B

User Access

The following table defines user access to the application.

- Custom roles based on standard Canvas roles have the same access as standard roles.
- All administrator roles are treated equally for access purposes.

| ROLE | CAN ACCESS | LAUNCH POINT |
|---------------|------------|-------------------|
| Administrator | Yes | Course Navigation |
| Teacher | Yes | Course Navigation |

| | | |
|-----------|-----|-------------------|
| TA* | Yes | Course Navigation |
| Designer* | Yes | Course Navigation |
| Student | No | N/A |
| Observer | No | N/A |

***Note:** Canvas does not permit Course Navigation external tool visibility to be shown to Teachers and to be hidden from TAs and Designers. Although Canvas will show the option to TAs and Designers, they will not be able to add teachers to the course as specified in the requirements of Appendix A.

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

| BID INFORMATION | | | |
|---------------------------------|-----------------|---------------------------|---|
| New Bid # (Ex: 10-004R): | | Preparation Date: | April 2, 2019 |
| Previous Bid # (Ex: 10-004R): | 58-102E | Buyer/PA: | HARMONI CLEALAND |
| New Bid Award Total: | \$5,799,645 | Bid Title: | Instructure Canvas Learning Management System (LMS) |
| Previous Award Total: | \$5,626,495 | | |
| Bid Type: | INCREASE TO BID | | |
| Previous Bid Term (Start Date): | 6/15/2016 | New Bid Term (In Months): | |
| Previous Bid Term (End Date): | 6/30/2021 | # of Months Into Bid: | 34 |

| SPEND REPORTING | |
|---|-------------|
| Purchase Order(s) Spend: | \$3,093,035 |
| P Card Purchases: | \$0 |
| Total Invoiced-to-Date Amount (PO + Pcard Purchases): | \$3,093,035 |
| Average Monthly Expenditure: | |
| Unused Authorized Spending: | \$2,533,460 |
| Est. Forecasted Spend (For Entire Bid Term): | |

[illegible]

NOTES (Type Below):

| Default Funding Source* | | Department/School & Sign-off Information* | |
|-------------------------|------------------|---|---------------------|
| Cost Center | 1380098580 | Name (First & Last) | Daryl Diamond |
| Fund | 1000 | Title | Director |
| Functional Area | 7790721710000000 | Department/School Name | Innovative Learning |
| Commitment Item | 53990300 | Sign-off provided by | Jose Laverde, Ph.D. |

*To ensure accuracy, please type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

| | | |
|---|--------------|----------|
| Data Source: SAP and Works (Bank of America system) | Prepared on: | 4/1/2019 |
|---|--------------|----------|

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Appendix A – Services Descriptions and Benefits to the District

| Activity/Service Provided | Description | Benefit | Status |
|--|--|--|--|
| Coordination of Canvas Custom Configurations – Validation of teachers in a course | <p>Purpose: Provide a provide a custom solution for the validation of teachers in a course.</p> <p>Responsibilities: The SCSM will run reports and conduct system checks to ensure that the custom solution is delivered as intended.</p> | <p>Affords teachers the ability to add other teachers to a course for collaboration and facilitation purposes. This solution validates that only teachers (Broward Staff) are added to teachers in courses and that other Canvas users do not inadvertently have access which they should not be entitled.</p> | Planning in Progress |
| Coordination of Canvas Custom Configurations – Student Instructional Impacts (SII) App Development Phase I & II Completed Phase III - will include the remaining educational plans found in Ellevation, Accelify, and BASIS. | <p>Purpose: Expand Phase II work to provide full interoperability with the Public Consulting Group (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, discussions, or quizzes for all education plans used by the District.</p> <p>Responsibilities: The SCSM leads project meetings with BCPS and 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>Enables teachers to access information within Canvas regarding Gifted, ELL, ESE, 504 plans, health plans, 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, and BASIS) to view information found in all education plans. All information can be viewed in Canvas.</p> | Pre-planning in progress with vendors. |
| Coordination of Canvas Custom Configurations – Coordination of expanded Gauge use for District-Wide Assessment | <p>Purpose: Gauge is a district assessment management system that Instructure built 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>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> | In Progress |

Appendix A – Services Descriptions and Benefits to the District

| Activity/Service Provided | Description | Benefit | Status |
|--|--|--|-------------|
| | <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>Facilitate development of assessment reports at district, school, teacher, and student levels.</p> <p>Act as Canvas Assessment Manager for Year 4 implementation.</p> | | |
| Instructional Materials and Support | <p>Purpose: Expand the 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>Develop strategies for increasing Canvas usage at all levels.</p> <p>Develop support plans for schools with limited Canvas implementation.</p> <p>Create processes and manage Canvas content creation by students and teachers.</p> <p>Facilitate Executive Business Reviews, Canvas Data Dashboards, and Reporting Platform for schools.</p> | <p>Succession planning and transfer of ownership to remote CSM and Remote Admin for Year 5.</p> <p>Assist in the assembling of the Broward Digital Army (Canvasadors, Champions, and Certified Educators) to build a school-based mentorship program with Canvas, Newsela, Vocabulary.com, and Nearpod.</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> | In-Progress |

Appendix A – Services Descriptions and Benefits to the District

| Activity/Service Provided | Description | Benefit | Status |
|--|--|---|-------------|
| Catalog for Teacher and Student Courses | <p>Purpose: Expand the Canvas Catalog to include self-paced professional development courses, open courses for student to promote “Learning Never Closes, and district-wide staff courses.</p> <p>Responsibilities: Create best practices documentation for utilization of the Canvas Catalog.</p> <p>Coordinate and develop course offerings within the Canvas Catalog.</p> <p>Communicate processes for utilizing the Canvas Catalog.</p> <p>Support district departments to adding course offerings.</p> | Enables teachers, staff, and students to access just-in time training based on individual needs. | In-Progress |
| Custom Report Development | <p>Purpose: Continue to build out Canvas reporting structures to provide insight into usage.</p> <p>Responsibilities: Coordinate with SBBC and Instructure to create needed reporting metrics.</p> <p>Ensure timely delivery of developed reports.</p> | <p>Provide district, school, and individual with Canvas usage data to help inform training and implementation goals and strategies.</p> <p>Identify schools that need additional Canvas support and/or training.</p> | In-Progress |
| Expand and Document Vendor LTI Partnership Integrations Project | <p>Purpose: Continue to expand, create, and document partnerships between Canvas and 3rd party vendors to ensure integration success.</p> <p>Responsibilities: Coordinate conversations between SBBC, 3rd Party Vendor, and Instructure Partnerships Team.</p> | <p>Documentation creation to provide a best practice model for working with vendor partners, as well as, informs teachers of how external tools may be accessed in Canvas.</p> <p>This Digital Resource course serves as a one-stop shop that houses all information teachers need to successfully use instructional materials and third-party tools in Canvas.</p> | In-Progress |

Appendix A – Services Descriptions and Benefits to the District

| Activity/Service Provided | Description | Benefit | Status |
|---|--|---|-------------|
| | <p>Provide LTI Technical support when appropriate.</p> <p>Document integrations as needed. Continue to build out the Digital Resources are Easy as 1 2 3 course.</p> | | |
| Development of Teacher and Student Created Content | <p>Purpose: Provide a mechanism for students (& teachers) to create Canvas course content.</p> <p>Responsibilities: Create best practices documentation for utilization of the Canvas Student Instance.</p> <p>Coordinate with teachers overseeing student created content. Enable student access and create course shells.</p> <p>Communicate processes for utilizing the Canvas Student Instance.</p> | <p>Teachers will have access to approved lesson plans to enhance instruction.</p> <p>Creates a collaborative culture for sharing instructional content and club/after-school activities.</p> <p>Continue development of the Canvas Student Instance enabling students to create content in Canvas.</p> <p>Student interns could participate in course design.</p> | In-Progress |