

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
NOVEMBER 2, 2020**

SUBJECT

Idaho's Digital Campus Update

REFERENCE

June 10, 2020	The Board approved and forwarded a request to the Coronavirus Financial Advisory Committee for \$4M to support the development of a system-wide digital campus for postsecondary education.
June 29, 2020	The Board received an update on CFAC funding and two different potential models for a digital campus in Idaho.
July 9, 2020	The Board voted to approve an Initial Implementation Plan and directed staff to access funds from the Governor's Coronavirus Financial Advisory Committee to pursue this plan.
August 24, 2020	The Board received an update on Idaho's digital campus project.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.a.

BACKGROUND/DISCUSSION

In May 2020, a working group was formed to explore the concept of a digital campus that would deliver low-cost, high-quality, online postsecondary educational experiences to Idahoans regardless of their location. A digital campus would also provide means for Idaho students to secure work that is both financially and personally fulfilling long-term, enabling them to play an enhanced role in their communities across the state. In an effort to design a digital campus that is sufficiently viable, feasible, and desirable as a postsecondary innovation in Idaho, the working group consulted prominent online and continuing education leaders and models from aspirational institutions/systems, as well as the accumulated knowledge of Idaho's academic community.

At a special Board meeting on July 9, 2020, the Board approved an initial implementation plan to pursue the development of a model that seeks to address the online education needs of Idaho citizens by consolidating necessary courses, degrees, services, and resources of the current institutions into a digital campus that adapts to the needs of faculty and students.

At a special Board meeting on August 24, 2020, the Board received an update on the progress of the project. The update highlighted the following accomplishments to that point in time: 1) extensive engagement with institutional leadership, faculty, staff, and students; 2) establishment of a Steering Committee; 3) development of a set of Frequently Asked Questions; 4) establishment of a set of key outcomes for the initial phase of project development; 5) building of a project roadmap based on these outcomes; and 6) securing emergency exemption authority from the State

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Division of Purchasing to allow for the expedited expenditure of all CFAC funds by the end of the calendar year.

IMPACT

Idaho's digital campus is being designed to deliver low-cost, high-quality, online postsecondary educational experiences to Idahoans regardless of their location. The model attempts to promote and augment the efficacy of Idaho's current postsecondary institutions regarding online education to ensure more reliable access and improved outcomes for all students, current or prospective.

ATTACHMENTS

- Attachment 1 – Online Idaho Components
- Attachment 2 – Online Idaho Value Propositions
- Attachment 3 – Instructure-Canvas Contract for Year One
- Attachment 4 – Instructure-Canvas Contract for Year Two
- Attachment 5 – Instructure-Canvas Contract for Year Three
- Attachment 6 – Quottly Presentation

STAFF COMMENTS AND RECOMMENDATIONS

The Board will receive a brief update on actions taken since the August 24 special Board meeting. This update will cover topics related to the work of the Steering Committee, institutional engagement and buy-in, clear differentiation of the various components and value propositions of the initiative, the connection with workforce development, contracts entered into by the Board Office, and a proposed name.

Specifically, since August, the Board Office has established a one-year contract with Instructure to make the Canvas Learning Management System available to the five institutions of higher education in Idaho that are not currently under contract with Instructure. Two new contracts for an additional two years of Canvas will also be presented to the Board for approval, as these contracts bring the total expenditures with Instructure to more than \$1M. Total expenditures with Instructure for three years of common access to Canvas for all eight colleges and universities will be about \$2.4M, with \$1,417,275 allocated across the second and third contracts. The Board is establishing three separate contracts with Instructure because some institutions are already in existing contracts with this vendor. This situation requires a staged-contracting approach. The Year 1 contract will provide one year of access to Canvas, including Tier 1 and 24/7 customer support for all faculty and students at BSU, CEI, CWI, ISU, and UI, which are not currently under contract with Instructure. The Year 2 contract will provide an additional year of Canvas access and support to the schools in the Year 1 contract and will provide a prorated license for CSI, whose current contract with Instructure expires at the end of this fiscal year. The Year 3 contract will provide an additional year of Canvas access and support to the schools in the Year 2 contract and will provide a prorated license for NIC, whose current contract with Instructure expires at the end of the next fiscal year. All three contracts benefit from negotiating rates based on the full-time enrollment numbers of our entire state, and reduce the rate paid by institutions currently under contract with Instructure by almost half. Lewis-Clark

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State College signed a three-year contract with Instructure earlier this year and would be eligible to join a statewide contract after their current contract expires.

The Board Office is also negotiating a contract with software vendor Quottly for \$866K to develop the other core components of the digital campus, which include an online course catalog, a course-sharing platform, and the back-end infrastructure necessary to build and enable these outward-facing components. Representatives from Quottly will attend the Board meeting, present about how they will be working with our institutions, and take questions from Board members. This update will include a discussion with Board members about the longer-term vision and strategy for the initiative going forward.

Finally, the Steering Committee sought input from marketing and communications professionals at Idaho's institutions to determine a name for this initiative. The Steering Committee proposes the name "Online Idaho".

Staff recommends approval of the contracts and the proposed name.

BOARD ACTION

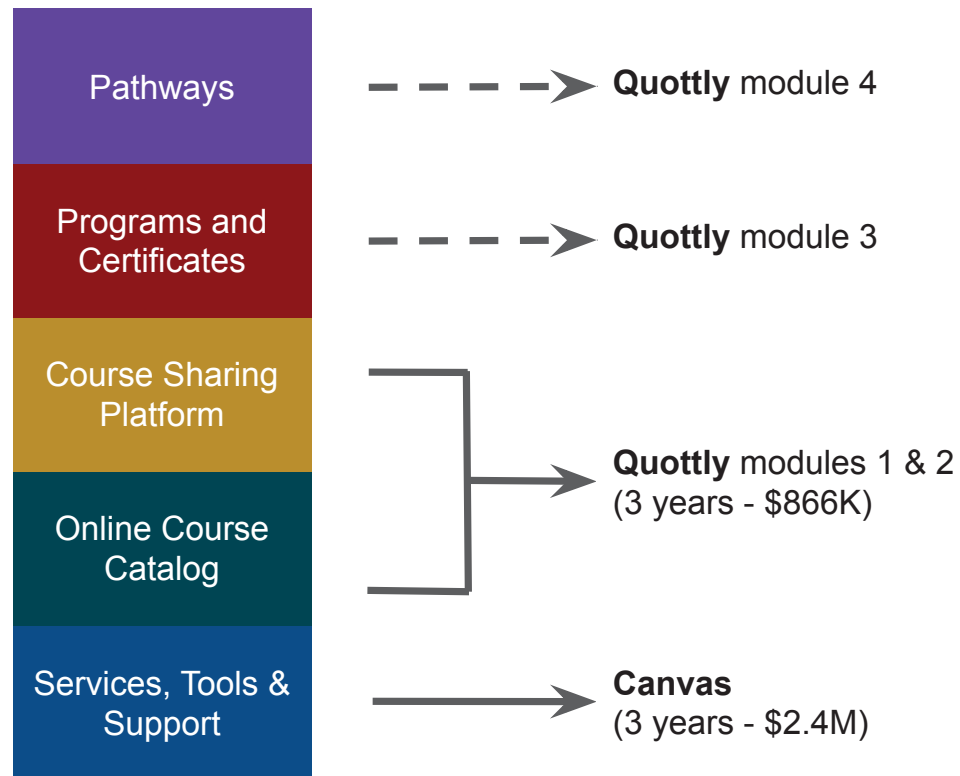
I move to approve "Online Idaho" as the name of Idaho's digital campus initiative.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the request by the Office of the State Board of Education to enter into a contract with Instructure for Year Two and Year Three of a three-year statewide implementation of the Canvas Learning Management System, in conformance with the Terms and Conditions contained in Attachment #3 and in substantial conformance with Attachments #4 and #5, for an amount not to exceed \$1,417,275, bringing the total of all three phases with Instructure to \$2,335,970.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Online Idaho



Online Idaho Value Propositions

Online Idaho has three initial core components:

- **Services**, technology **Tools**, and **Support** for faculty and students that fortify Idaho institutions' efforts in developing and delivering high quality online and face-to-face education.
- An **Online Course Catalog** of all available online courses and programs at Idaho public institutions. This will include both credit-bearing and non-credit-bearing courses.
- A **Course Sharing Platform** for an initially small, but strategically grown subset of online courses and programs that Idaho public institutions desire to make available for students at other public institutions.

Additional components are envisioned for the future, including a **Programs and Certificates** component and a **Pathways** component. These additional components will bring the other components together into a holistic digital campus for Idaho that increases affordability, access, and success for all students.

There are at least seven distinct groups or entities that can derive value from Online Idaho: potential students (in-state); potential students (out-of-state); current students; faculty and staff; institutions; the State Board of Education; and the State of Idaho. The value propositions of Online Idaho vary by each of these groups and entities, and are differentiated by which of the initial three components will provide the most value to each group.



Potential Students (in-state)

Idaho residents who are not currently enrolled at an Idaho institution, but who desire postsecondary education or training, could benefit most from the Online Course Catalog and Course Sharing Platform components of Online Idaho. This is especially true for Idaho residents who live in rural and remote areas, who are place-bound for reasons like work and family obligations, or who simply need further education or training to progress in their careers. The Catalog will be designed to help Idaho residents find the online courses or programs they are looking for, or explore and discover new educational and career pathways. Idaho residents may also find great value in the Course Sharing Platform, if their needs and interest align with the programs being offered. The value of the Course Sharing Platform to Idaho residents will increase as the offerings available in the platform expand.

Potential students (out-of-state)

Residents of other states (and even countries) who desire postsecondary education or training in an online format could benefit from the Online Course Catalog and the Course Sharing Platform components of Online Idaho. Such potential students could be attracted to Online Idaho because of the relative affordability of Idaho institutions and the wide variety of courses

and programs offered through the Catalog. As the offerings in the Course Sharing Platform expand, potential students outside Idaho may find even more value in the resource.

Current Students

Current students could benefit from all three of Online Idaho's core components, but will initially benefit most from the Course Sharing Platform and the Services, Tools, and Support. Current students who are unable to enroll in a particular course at their home institution could benefit from enrolling in the needed course at another institution via the Course Sharing Platform, helping them maintain momentum toward completion. A current student may not be able to enroll in a needed course for many reasons, including that a course may be full, not offered online, or scheduled at a time that conflicts with the student's schedule. The Course Sharing Platform will make enrolling in courses at partner institutions simple and easy. Current students could benefit from the Services, Tools, and Support component of Online Idaho through increased overall quality of online courses and through access to specific tools that aid online learning, like accessibility tools, remote proctoring, a consistent LMS experience, and collaboration tools. Current students considering transfer, needing to make up credits, considering their next degree in Idaho, or considering pathways to career and professional training could benefit from the Online Course Catalog component of Online Idaho.

Faculty and Staff

Faculty and staff at Idaho's institutions could benefit most from the Services, Tools and Support component of Online Idaho. The services and tools aspect will provide a best-in-class statewide learning management system that institutions can choose to make available to faculty and staff, as well as technology tools that faculty and instructional designers can use to ensure online courses are as accessible and effective as face-to-face courses. The support aspect will include professional development for faculty to help them improve design and delivery of online courses.

Institutions

Idaho's institutions could benefit from all three components of Online Idaho. The Online Course Catalog will provide institutions with a new, cohesive marketing platform for all online courses and programs, with the goal of increasing enrollment as more potential students (in-state and out-of-state) discover accessible and affordable postsecondary options that meet their needs. The Course Sharing Platform will provide institutions with the technical infrastructure needed to deploy joint degree programs that better serve current and potential students. In the long run, the Course Sharing Platform could also improve student completion rates, as fewer students stop-out due to barriers related to course availability, and attract more students from out-of-state to enroll in Idaho courses and programs. The Services, Tools, and Support of Online Idaho will give some institutions the opportunity to test-run a new learning management system with minimal risk or cost and could fortify and compliment current services, tools, and supports for online education at all institutions, as needed and desired.

The State Board of Education

All three components of Online Idaho are designed to support and promote the priorities and initiatives of the State Board of Education, especially access, affordability, and transparency. The Online Course Catalog and Course Sharing Platform could be particularly beneficial to adult students, military veterans, and place-bound Idaho residents, populations of particular interest to the Board. The Course Sharing Platform could remove barriers to student completion and create core infrastructure to promote a more system-like approach to the delivery of postsecondary education in Idaho. Implementation of the Services, Tools, and Support of Online Idaho will increase the overall capacity of the institutions to offer effective online courses and programs, in times of normalcy and crisis alike. Finally, the development and implementation of a statewide quality assurance process for online course development will lift the quality of all online course offerings throughout the state, ensuring a more equitable and accessible postsecondary experience for all students.

The State of Idaho

Online Idaho could benefit the entire State of Idaho by increasing efficiencies in the development and delivery of postsecondary courses and programs. The Online Course Catalog and Course Sharing Platform will be targeted specifically to Idaho residents in rural and remote areas of the state, as well as to the newly unemployed and chronically underemployed. Online Idaho will be coordinated carefully with the initiatives of the Workforce Development Council, ensuring that all residents have access to the online educational and training opportunities available in Idaho today. Online Idaho could also enter the national online postsecondary market, bringing a high-quality, high-value option to a customer base of millions of potential students. Tuition at Idaho institutions is lower than tuition in most other states. Because of this, Online Idaho could be the face of Idaho's institutions to the national online education market, bringing potentially thousands of new students into Idaho each year. The potential new revenue from out-of-state marketing could help reduce the overall cost of postsecondary education to Idaho residents.

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ATTACHMENT 3

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Services Order Form

Order #: Q-133507-1
Date: 2020-09-24
Offer Valid Through: 2020-09-28

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Idaho State Board of Education

Address: 650 West State Street
City: Boise
State/Province: Idaho
Zip/Postal Code: 83702
Country: United States

Order Information
Billing Frequency: Annual Upfront
Payment Terms: Net 30

Billing Contact

Name: _____
Email: _____
Phone: _____

Primary Contact

Name: Jonathan Lashley
Email: jonathan.lashley@osbe.idaho.gov
Phone: 208-488-7585

Year 1

Description	Start Date	End Date	Metric	Qty	Price	Amount
Portfolium Bundled Subscription	2020-10-01	2021-09-30	FTE	54,157	USD 3.87	USD 209,587.59
Recurring Sub-Total						USD 209,587.59
Canvas Portfolium Implementation Bundle			Per Implementation	8	USD 48,000.00	USD 48,000.00
Non-Recurring Sub-Total						USD 48,000.00
Year 1 Total						USD 257,587.59

Year 2

Description	Start Date	End Date	Metric	Qty	Price	Amount
Portfolium Bundled Subscription	2021-10-01	2022-09-30	FTE	54,157	USD 3.97	USD 215,003.29
Recurring Sub-Total						USD 215,003.29
Year 2 Total						USD 215,003.29

Year 3

Description	Start Date	End Date	Metric	Qty	Price	Amount
Portfolium Bundled Subscription	2022-10-01	2023-06-30	FTE	54,157	USD 3.22	USD 174,385.54

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Description	Start Date	End Date	Metric	Qty	Price	Amount
Recurring Sub-Total						USD 174,385.54
Year 3 Total						USD 174,385.54
Grand Total:						USD 646,976.42

Package Information
<p>Included in your Portfolium Bundle:</p> <p>Canvas Folio Management Subscription</p> <p>Canvas Outcomes Assessment Subscription</p> <p>Canvas Pathways Subscription</p>

Deliverable	Description	Expiration
Canvas Folio Management Subscription	<p>FTE Metric is measured by the number of full-time equivalent students in accordance with the definition published by the Integrated Postsecondary Education Data System.</p> <p>The FTE fees set forth above are based on typical user usage patterns ("Typical Use") for access to the Service and do not account for excess usage of the Service. To the extent the Users' usage of the SaaS Service, in the aggregate, exceeds the Typical Usage at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.</p>	N/A
Canvas Outcomes Assessment	<p>FTE Metric is measured by the number of full-time equivalent students in accordance with the definition published by the Integrated Postsecondary Education Data System.</p> <p>The FTE fees set forth above are based on typical user usage patterns ("Typical Use") for access to the Service and do not account for excess usage of the Service. To the extent the Users' usage of the SaaS Service, in the aggregate, exceeds the Typical Usage at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.</p>	N/A
Canvas Pathways	<p>FTE Metric is measured by the number of full-time equivalent students in accordance with the definition published by the Integrated Postsecondary Education Data System.</p> <p>The FTE fees set forth above are based on typical user usage patterns ("Typical Use") for access to the Service and do not account for excess usage of the Service. To the extent the Users' usage of the SaaS Service, in the aggregate, exceeds the Typical Usage at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.</p>	N/A
Canvas Portfolium Configuration and Project Management	<p>As applicable, your implementation will include the following:</p> <ul style="list-style-type: none"> *Expertise and best practice advice to align Portfolium with your specific use case. *Configuration of up to five (5) Portfolium networks. *Consulting (and assistance when required by system constraints) with the following: SSO, student/faculty/course data uploads, rubric/outcome uploads, and LTI setup. *Guide customer resources to complete tasks in the customer-facing admin platform, including branding, launch emails, creating pathways and/or rubrics/outcomes, and connecting Canvas assignments. *Consulting (and assistance when required by system constraints) for creating up to 15 badges. *Preparation and maintenance of a detailed project plan. *Weekly status update and/or check-in call. *Detailed product training is excluded. 	12 Months
Canvas Portfolium Adoption Consulting	Provide 5 hours of consultation in mapping rollout for Portfolium and a toolkit of communication and use case resources.	12 Months
Canvas Portfolium On-Demand Training	Unlimited access for all users to on-demand training through videos and self-paced courses for 12 months.	12 Months

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Deliverable	Description	Expiration
Canvas Portfolium Open Q&A Session	One hour online Q&A session with a trainer for up to 50 participants.	12 Months

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metric	Description
FTE	<p>FTE Metric is measured by the number of full-time equivalent students in accordance with the definition published by the Integrated Postsecondary Education Data System.</p> <p>The FTE fees set forth above are based on typical user usage patterns ("Typical Use") for access to the Service and do not account for excess usage of the Service. To the extent the Users' usage of the SaaS Service, in the aggregate, exceeds the Typical Usage at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.</p>

Product	Description
Canvas Folio Management Subscription	Notwithstanding anything to the contrary in the terms and conditions governing this Order Form, Customer acknowledges and agrees that Instructure may continue to use Customer Content contained in a User's ePortfolio to enable such User to access such Customer Content beyond the term of this Order Form. Without limiting the generality of the preceding sentence, Instructure may, upon the User's consent, make available and/or transfer such User's content to third parties as authorized by the User.
Canvas Outcomes Assessment	<ul style="list-style-type: none"> - Ability to launch Portfolium from inside the LMS via LTI - Ability to create, edit and manage rubrics and learning outcomes per assignment, course, department/program and institution - Ability to assign and assess individual assignments - Ability to archive and export assignment and assessment data - Ability to view rubric alongside individual assignment for assessment (single-screen scoring) - Visibility into and ability to export report of the skills and competencies of Students - Visibility into and ability to export report of the learning outcomes tied to specific, customizable rubrics with links to individual assessments and artifacts/evidence - Visibility into and ability to export report of individual user and cohort reports
Canvas Pathways	<ul style="list-style-type: none"> - Ability to create/issue badges (adhering to Open Badge Standard) upon completion of assessment, event, milestone; manually or automatically upon specific score threshold - Automatic direct-deposit of digital badges to the Students' ePortfolio and synced to the supporting artifact/evidence - Ability to create digital pathway with multiple milestones and requirements - Ability to enroll and/or invite Students to engage in the digital pathway - Ability to engage with Students at various points along their digital pathway - Ability to view and export report of the Students enrolled in digital pathway, along with their performance and progress along the pathway - Ability to view and export report of issued badges/earners linked to the program/course/assignment, rubric and evidence of mastery

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:

Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms>

Portfolium: <https://portfolium.com/support-terms>

MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

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ATTACHMENT 3

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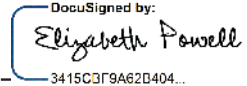
PURCHASE ORDER INFORMATION	STATE SALES TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No): _____ If yes, please enter PO Number: _____	Check here if your company is state sales tax exempt: _____ <i>Please email all state sales tax exemption certifications to ar@instructure.com</i>

By executing this Order Form, each party agrees to be legally bound by this Order Form and Terms and Conditions entered into with the Idaho State Board of Education on Services Order Form Q-146664.

Idaho State Board of Education

Signature:	
Name:	Matt Freeman
Title:	Executive Director
Date:	9/29/2020

Instructure, Inc.

Signature:	
Name:	Elizabeth Powell
Title:	Senior Manager, Deal Desk
Date:	9/29/2020

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Re: OSBE Degree Audit Request to Negotiate

Chelsea Robillard <Chelsea.Robillard@adm.idaho.gov>

Tue 6/2/2020 6:17 PM

To: Jonathan Lashley <Jonathan.Lashley@osbe.idaho.gov>

Cc: Todd Kilburn <Todd.Kilburn@osbe.idaho.gov>

 1 attachments (269 KB)

Req_To_Negotiate-OSBE Degree Audit 5-21_CR.pdf;

Hello,

Thank you for the reminder! I have attached the approved Request to Negotiate. Please let me know if you have any questions.

Thank you,
Chelsea

Seal_Color_resized

Chelsea Robillard, CPPB

Lead Purchasing Officer

Division of Purchasing

Office: (208) 332-1607

Mobile: (208) 810-0090

DOP Main: (208) 327-7465<https://purchasing.idaho.gov/>

- Spend 5-seconds telling us how we're doing @ [DOP Customer Satisfaction Survey](#)
- Questions about Jaggaer? Email: jpro@adm.idaho.gov
- Public record requests? Email: Purchasing@adm.idaho.gov

From: Jonathan Lashley <Jonathan.Lashley@osbe.idaho.gov>**Sent:** Thursday, May 21, 2020 10:40 AM**To:** Chelsea Robillard <Chelsea.Robillard@adm.idaho.gov>**Cc:** Todd Kilburn <Todd.Kilburn@osbe.idaho.gov>**Subject:** OSBE Degree Audit Request to Negotiate

Hi, Chelsea:

After many internal conversations and much research with the institutions, we have decided that it would be worth talking to Instructure about a possible solution (to be purchased next fiscal year). I've attached a supporting breakdown of our context/intent and a signed request to negotiate. Let me know if you need anything else from me and/or Todd (copied).

Thanks for your help/patience with us!

Jonathan Lashley, Ph.D.

Associate Chief Academic Officer

**Request for Approval to Negotiate
from
Division of Purchasing (DOP)**

E-mail Completed Request Form to: purchasing@adm.idaho.gov

Agency Purchasing Representative (name):	Jonathan Lashley
E-mail/Phone:	Jonathan.Lashley@osbe.idaho.gov 208-999-0577
Name of Agency:	Office of the State Board of Education
Name of Offeror(s) to negotiate with:	Instructure

The Administrator may authorize negotiations when a competitive solicitation has been unsuccessful because (without limiting other possible reasons), all offers are unreasonable, noncompetitive or all offers exceed available funds and the available time and circumstances do not permit the delay required for re-solicitation; or there has been inadequate competition.

Negotiations may also be authorized if, during the evaluation process, it is determined that more than one (1) vendor has submitted an acceptable proposal or bid and negotiations could secure advantageous terms or a reduced cost for the state (negotiations authorized under this paragraph are subject to the provisions and additional conditions of IDAPA 38.05.01.084.03 and 04).

(I.C §67-9205(12), IDAPA 38.05.01.084.02)

Background and Justification (*attach additional sheets as needed*):

Our RFP for a Degree Audit and Student Analytics solution did not attract any vendor proposals. An earlier version of the RFP was canceled, revised, and relaunched late last year in order to accommodate feedback from vendors and institutional stakeholders in Idaho. Despite this additional work, at least one prospective vendor took issue with specific criteria that we had included in the RFP to minimize risk to our agency when working with software vendors.

In a final attempt to find a solution that meets the criteria as well as the timeline of the RFP, we are requesting to negotiate with a vendor that many of our postsecondary institutions already have a contract with because our research suggests that they will be able to offer a robust statewide solution on an accelerated timeline. See the attached for more information on how this solution may address all of the criteria in our recent RFP.

Agency Certification: *The information provided above is true and accurate to the best of my knowledge; and negotiation is in the best interest of the State:*

Agency Representative



(signature): _____ Date: 5/21/2020

☒ **Approved**

☐ Additional conditions apply to this approval.

☐ **Rejected**

DOP Administrator Signature: _____

DOP Administrator Printed Name: _____

Date: _____

07-01-16

Instructure Terms and Conditions

These terms and conditions apply to the provision of the products or services by Instructure, Inc. ("Instructure") to the entity identified in the Order Form ("Customer"). In the event of a conflict between these terms and conditions and any policy incorporated by reference, these terms and conditions control. An "Order Form" means any order for the provision of products or services signed by Customer. These terms are incorporated into the Order Form and together, form the "Agreement." Instructure and Customer are referred to in this Agreement each as a "party" and together as the "parties."

1. **Service.** Subject to the terms of this Agreement, Instructure will provide to Customer proprietary software as a service offering(s) made available through a URL in a hosted environment (together with any other products and services identified in the Order Form, the "Service"). All rights in and to the Service not expressly granted to Customer in this Agreement are reserved by Instructure. Instructure shall: (a) deploy all updates and upgrades to the Service to Customer that Instructure provides to its customers generally for no additional charge; and (b) provide support ("Support") pursuant to the terms described on the Order Form. For purposes of this Agreement, "User" means an individual who is authorized by the Customer to use the Service and for whom Customer has purchased a subscription. Users include the five institutions listed above under the "Notes" Section of the Order Form.
2. **Customer Restrictions.** Customer shall not (and shall instruct Users not to, and not knowingly permit Users, to): (a) sell, resell, rent, lease, lend, sublicense, distribute, assign, timeshare, or otherwise transfer or provide access to the Service to any third party except as expressly authorized under this Agreement; (b) use or access the Service for competitive purposes; (c) copy, modify, adapt, or create derivative works from any feature, function, interface, or graphic in the Service; (d) remove or modify Instructure's policies or proprietary markings displayed within the Service; (e) use, interfere with, disrupt or circumvent the integrity, security or performance of the Service, including by probing, scanning, or testing any Instructure system or network or its security or authentication measures; (f) store or transmit any malicious code; (g) permit direct or indirect access to or use of any Service or Customer Content (as defined below) in a way that circumvents a contractual usage limit; (h) attempt to gain unauthorized access to the Service, its related systems or networks or Third-Party Services (as defined below); (i) use the Service or any Third-Party Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; or (j) use the Service to distribute software or tools that gather information, distribute advertisements, or engage in conduct that may result in retaliation against Instructure or its data, systems, or networks. Use and access to the Application Program Interface ("API") will be subject to the Instructure API Policy available at <https://www.instructure.com/policies/api-policy>.
3. **Customer Responsibilities.** Customer shall have sole responsibility for Customer Content and use of the Service by Users in compliance with this Agreement and the Acceptable Use Policy provided within the Service and available at <https://www.instructure.com/policies/acceptable-use> (the "AUP"). Customer agrees to reasonably assist Instructure in connection with a User's adherence to the AUP. Customer further agrees to: (a) maintain the confidentiality and security of passwords and abide by any access protocols or credential requirements set by Instructure; (b) obtain from Users any consents necessary under this Agreement or to allow Instructure to provide the Service; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service; (d) notify Instructure promptly of any such unauthorized access or use of which it learns; (e) cooperate reasonably in all respects with respect to implementation, access, support, and maintenance of the Service; and (f) ensure that a current email address is associated with each User's account.
4. **Representations.** Each party represents that (a) it has the power and authority to validly enter into this Agreement, (b) this Agreement has been duly and validly authorized, executed and delivered by such party, (c) the execution and delivery of this Agreement does not violate or conflict with any other agreement, license, or obligation of such party, (d) it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from or on behalf of any employees or agents of the other party in connection with this Agreement, and (e) it is financially solvent and has the ability to perform its obligations hereunder.
5. **Instructure Warranties.** Instructure warrants that: (a) it shall implement reasonable administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content; (b) the functionality or features of the Service and Support may change but will not materially degrade during the Term; and (c) the Service will materially conform to its then-current documentation. (d) As Customer's sole and exclusive remedy for Instructure's breach of the warranties set forth in this Section 5: (i) Instructure shall correct the non-conforming Service at no additional charge to Customer; or (ii) in the event Instructure is unable to correct such deficiencies after good-faith efforts, Instructure shall refund Customer amounts paid that are attributable to the defective Service from the date Instructure received such notice. Customer must report deficiencies in writing to Instructure within thirty (30) days of their identification in order to receive any warranty remedies herein. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 AND TO THE MAXIMUM EXTENT OF THE LAW, INSTRUCTURE AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, INSTRUCTURE DOES NOT WARRANT THE RESULTS OR OUTCOMES FROM USE OF THE SERVICE OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT THE FOREGOING DISCLAIMER IS EXPRESSLY PROHIBITED BY LAW, ANY AVAILABLE WARRANTY SHALL BE LIMITED TO THIRTY (30) DAYS AND TO THE SERVICE REMEDIES PROVIDED BY INSTRUCTURE IN THIS SECTION 5.
6. **Fees.** As consideration for the subscription to the Service, Customer shall pay all fees set forth in an Order Form ("Fees") annually in advance, thirty (30) days after receipt of an invoice or as otherwise agreed to in the Order Form. Instructure reserves the right (in addition to any other rights or remedies Instructure may have) to discontinue the Service and to suspend all Users' and Customer's access to the Service if any Fees are overdue until such amounts are paid in full. Except as expressly set forth in this Agreement, all Fees are non-refundable.
7. **Service Standard.** Instructure will use commercially reasonable efforts to make each Service available with an annual uptime percentage of at least 99.9% ("Service Commitment"). In the event Instructure does not meet the Service Commitment, Customer will be eligible to receive a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription Fees paid and attributable to the Service that is unavailable for a twelve (12) month period. The service credit is calculated by taking the number of hours the applicable Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 of the applicable annual subscription Fees. Any days prior to Customer's initial use of the Service will be deemed to have had 100% availability. Any unavailability used to calculate a prior service credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology

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issue not originating from Instructure. Customer's sole and exclusive remedy for breach of the Service Commitment in this Section 7 will be for Instructure to provide a credit as provided in this Section 7; on the condition that Customer notifies Instructure in writing of such claim within thirty (30) days of becoming eligible for such claim.

8. **Compliance.** Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement, including with respect to personally identifiable information from records that are subject to applicable privacy laws, including, but not limited to, the Family Educational Rights and Privacy Act, as amended and the Student Data, Accessibility, Transparency and Accountability Act of 2014, Idaho Code 33-133 ("**Personal Information**"). Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (a) is located in a country that is subject to a U.S. government embargo; or (b) is listed on any U.S. government list of prohibited or restricted parties.
9. **Customer Content.** As between Instructure and Customer, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes, or other materials uploaded by a User through the Service ("**Customer Content**") remain the sole property of Customer. Instructure may use the Customer Content solely to provide and improve the Service in accordance with this Agreement or Customer's instructions.
10. **Data Use.** Customer agrees that data derived from Instructure's provision of the Service or Customer's use of the Service ("**Usage Data**") may be used by Instructure for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. Such Usage Data will only be used in its aggregated or anonymized form and such results may be used by Instructure for any lawful purpose not otherwise excluded by this Agreement. As between the parties, Instructure owns the Usage Data. Notwithstanding anything contained in this Agreement to the contrary, Usage Data does not include Customer Content or any information that identifies or can be reasonably used to identify an individual person or Customer.
11. **Third-Party Services.** Customer may access third-party services, content or links through the use of the Service (collectively "**Third-Party Services**"). Instructure does not control Third-Party Services or make any representations or warranties with respect to Third-Party Services. In addition, Instructure is not responsible for Third-Party Services.
12. **Limitation of Liability.** EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OR INACCURACY OF DATA, RECORDS OR INFORMATION, COST(S) OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS IN SECTION 17.1, EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.
13. **Confidentiality.** Each party acknowledges that it or any entity that directly, or indirectly through one or more intermediaries' controls, is controlled by or is under common control with such party (an "**Affiliate**") may disclose (in such capacity the "**Disclosing Party**") Confidential Information to the other party or its Affiliates (in such capacity, the "**Receiving Party**") in the performance of this Agreement. Accordingly, the Receiving Party shall: (a) keep the Confidential Information disclosed by the other party confidential; (b) use Confidential Information only for purposes of fulfilling its obligations and exercising its rights hereunder; and (c) disclose such Confidential Information only to the Receiving Party's employees or Affiliates who have a need to know and only for the purposes of fulfilling this Agreement or to the extent required by law. As used herein, "**Confidential Information**" means any and all non-public, confidential and proprietary information, data, or know-how, including all Personal Information and information about the Disclosing Party's businesses, operations, finances, properties, employees, relationships with third parties, plans, trade secrets, and other intellectual property and all analyses, compilations, forecasts, studies, summaries, notes, reports, memoranda, interpretations, data, and other materials which contain or are generated from the Confidential Information, whether disclosed in writing, orally, electronically, or by other means, and whether or not identified as confidential. For the avoidance of doubt, any non-public aspect of the Service will be considered the Confidential Information of Instructure. Confidential Information shall not include information that: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii) is rightfully received by the Receiving Party by a third party without a duty of confidentiality; (iii) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party; or (iv) is identified by the Disclosing Party in writing as no longer confidential and proprietary. Notwithstanding the restrictions above, the Receiving Party may disclose the Confidential Information pursuant to law, regulation, subpoena or court orders, provided that the Receiving Party promptly notifies the Disclosing Party in writing prior to making any such disclosure to permit the Disclosing Party an opportunity to prevent disclosure or seek an appropriate remedy from the proper authority. The Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required (based on the advice of counsel) and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be afforded the Confidential Information. Further, any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the Service as well as to disclosures required by or under applicable law or related government agency actions. Instructure will also comply with all court orders or subpoenas involving requests for such information. Notwithstanding the preceding paragraph, the Parties acknowledge that Customer is required to respond to public record requests it receives in accordance with the Idaho Public Record Law, Idaho Code, Title 74, Chapter 1.
14. **Proprietary Rights.** As between Customer and Instructure, the Instructure Intellectual Property is, and shall at all times remain the sole and exclusive property of Instructure. Instructure shall have the right, in its sole discretion, to modify the Instructure Intellectual Property. "**Instructure Intellectual Property**" means: (a) the Service; (b) all improvements, changes, enhancements, and components thereof; (c) all other proprietary materials of Instructure and/or its licensors; and (d) all other intellectual property owned by Instructure including, but not limited to, all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats, and know-how, as well as any underlying source code and object code related thereto.

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15. Term and Termination. The term of this Agreement is specified in the Order Form ("Term") and shall continue for its full duration unless earlier terminated by a party in accordance with this Section 15. In addition to any other rights and remedies that may be available, either party may terminate this Agreement for a material breach of any provision of this Agreement by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Service; and (b) in connection with certain aspects of the Service that feature an export function Customer may export the Customer Content by using the export feature within the Service for a period of three (3) months from termination, after which Instructure shall have no obligation to maintain or provide any Customer Content.

16. Suspension of Service. Instructure may suspend a User's access to the Service for a violation of Section 3 of this Agreement, any applicable law, or third-party rights to the extent and for the duration necessary to address any such violation. Instructure will use commercially reasonable efforts to provide notice to Customer in advance of any suspension unless such violation may cause direct harm to the Service or may result in liability to Instructure.

Customer agrees that Instructure will not be liable to Customer or a User if Instructure exercises its suspension rights as permitted by this Section 16.

17. Indemnification.

17.1 Instructure will indemnify and defend Customer from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging that the Service infringes or misappropriates the intellectual property rights of that third party. Notwithstanding the foregoing, Instructure shall not be obligated to indemnify Customer if such infringement or misappropriation claim arises from: (a) the Customer Content; (b) Customer's or User's misuse of the Service; or (c) Customer's or User's use of the Service in combination with any products, services, or technology not provided by Instructure. If a claim of infringement or misappropriation is made, Instructure may, in its sole discretion: (i) modify the Service so that it becomes non-infringing; (ii) obtain a license permitting continued use of the Service; or (iii) terminate the Agreement with no liability to Customer, other than Instructure's obligation to indemnify hereunder, and return the unused portion of any prepaid Fees.

17.2 The party seeking indemnification (the "**Indemnified Party**") shall provide the other party (the "**Indemnifying Party**") with prompt written notice upon becoming aware of any claim subject to indemnification hereunder and shall provide reasonable cooperation to the Indemnifying Party in the defense or investigation of any claim, suit or proceeding. The Indemnifying Party, at its option, will have sole control of such defense, provided that the Indemnified Party is entitled to participate in its own defense at its sole expense. The Indemnifying Party shall not enter into any settlement or compromise of any such claim, suit, or proceeding without the Indemnified Party's prior written consent, except that the Indemnifying Party may without such consent enter into any settlement of a claim that resolves the claim without liability to the Indemnified Party and without impairment to any of the Indemnified Party's rights or requiring the Indemnified Party to make any admission of liability.

18. General. Each party acknowledges that any breach, threatened or actual, of this Agreement, including, without limitation, with respect to unauthorized use of proprietary assets, will cause irreparable injury to the other party, such injury would not be quantifiable in monetary damages, and the other party would not have an adequate remedy at law. Each party therefore agrees that the other party shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of this Agreement. Each party waives any requirement that the other party post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to enforce any provision of this Agreement. Any legal notice by a party under this Agreement shall be in writing and either personally delivered, delivered by email or reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 18. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, Attention: General Counsel and, if by email, to legal@instructure.com. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to the current email address associated with an account and all notices shall be in English and deemed effective upon receipt. If Instructure is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed, and construed by the laws of the State of Idaho without regard to principles of conflict of laws. Instructure is an independent contractor to Customer. If any term of this Agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Amendments to this Agreement must be made in writing and signed by both parties. The Parties agree that: (a) this Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement; and (b) Customer may use purchase orders or similar documents only as proof of acceptance of each Order Form and for convenience only, and all terms and conditions (preprinted or otherwise and regardless of how referenced) shall be void and of no effect. Any attempt to assign this Agreement, in whole or part, to any entity, without the other party's prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Instructure shall not use Customer's or Users name, logo, and non-competitive use details in its various marketing communications and materials without Customer's or User's, as applicable, prior written consent. Any terms that by their nature survive termination or expiration of this Agreement will survive (including, but not limited to, Sections 4, 5, 6, 13, 14, 15, 16, and 18).

Updated 02/2020



Services Order Form

Order #: Q-147145-5
Date: 2020-10-21
Offer Valid Through: 2020-09-30

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Idaho State Board of Education

Address: 650 West State Street
City: Boise
State/Province: Idaho
Zip/Postal Code: 83702
Country: United States

Order Information
Billing Frequency: Annual Upfront
Payment Terms: Net 30

Billing Contact

Name: _____
Email: _____
Phone: _____

Primary Contact

Name: Bethany White
Email: bwhite4@csi.edu
Phone: _____

Year 1

Description	Start Date	End Date	Metric	Qty	Price	Amount
24x7 Support	2020-10-12	2021-06-30	20% of Subscription (Minimums Apply)	1	USD 12,898.87	USD 12,898.87
Tier 1 Support	2020-10-12	2021-06-30	FTE	4,006	USD 2.52	USD 10,077.19
Recurring Sub-Total						USD 22,976.06
Canvas - Tier 1 Support Setup			One Time Fee	1	USD 500.00	USD 500.00
Non-Recurring Sub-Total						USD 500.00
Year 1 Total						USD 23,476.06
Grand Total:						USD 23,476.06

Deliverable	Description	Expiration
Canvas Cloud Subscription	FTE Metric is measured by the number of full-time equivalent students in accordance with the definition published by the Integrated Postsecondary Education Data System. The FTE fees set forth above are based on typical user usage patterns ("Typical Use") for access to the Service and do not account for excess usage of the Service. To the extent the Users' usage of the SaaS Service, in the aggregate, exceeds the Typical Usage at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.	N/A
24x7 Support	24x7 support per year (20% of subscription - minimums apply)	N/A
Tier 1 Support	Tier 1 Support per user (minimums apply)	N/A
Canvas - Tier 1 Support Setup	One-time fee for Tier 1 Support	N/A

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metric	Description
FTE	FTE Metric is measured by the number of full-time equivalent students in accordance with the definition published by the Integrated Postsecondary Education Data System. The FTE fees set forth above are based on typical user usage patterns ("Typical Use") for access to the Service and do not account for excess usage of the Service. To the extent the Users' usage of the SaaS Service, in the aggregate, exceeds the Typical Usage at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.

Product	Description
Canvas Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:

Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms>

Portfolio: <https://portfolio.com/support-terms>

MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

Notes

Support for College of Southern Idaho

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No): _____ If yes, please enter PO Number: _____	Check here if your company is exempt from US state sales tax : _____ <i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>

By executing this Order Form, each party agrees to be legally bound by this Order Form and the applicable terms and conditions.

Idaho State Board of Education

Signature:	<div><div>Matt Freeman</div><div>Digitally signed by Matt Freeman Date: 2020.10.26 08:40:48 -06'00'</div></div>
Name:	_____
Title:	_____
Date:	_____

Instructure, Inc.

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

Instructure Terms and Conditions

These terms and conditions apply to the provision of the products or services by Instructure, Inc. ("Instructure") to the entity identified in the Order Form ("Customer"). In the event of a conflict between these terms and conditions and any policy incorporated by reference, these terms and conditions control. An "Order Form" means any order for the provision of products or services signed by Customer. These terms are incorporated into the Order Form and together, form the "Agreement." Instructure and Customer are referred to in this Agreement each as a "party" and together as the "parties."

1. **Service.** Subject to the terms of this Agreement, Instructure will provide to Customer proprietary software as a service offering(s) made available through a URL in a hosted environment (together with any other products and services identified in the Order Form, the "Service"). All rights in and to the Service not expressly granted to Customer in this Agreement are reserved by Instructure. Instructure shall: (a) deploy all updates and upgrades to the Service to Customer that Instructure provides to its customers generally for no additional charge; and (b) provide support ("Support") pursuant to the terms described on the Order Form. For purposes of this Agreement, "User" means an individual who is authorized by the Customer to use the Service and for whom Customer has purchased a subscription. Users include the five institutions listed above under the "Notes" Section of the Order Form.
2. **Customer Restrictions.** Customer shall not (and shall instruct Users not to, and not knowingly permit Users, to): (a) sell, resell, rent, lease, lend, sublicense, distribute, assign, timeshare, or otherwise transfer or provide access to the Service to any third party except as expressly authorized under this Agreement; (b) use or access the Service for competitive purposes; (c) copy, modify, adapt, or create derivative works from any feature, function, interface, or graphic in the Service; (d) remove or modify Instructure's policies or proprietary markings displayed within the Service; (e) use, interfere with, disrupt or circumvent the integrity, security or performance of the Service, including by probing, scanning, or testing any Instructure system or network or its security or authentication measures; (f) store or transmit any malicious code; (g) permit direct or indirect access to or use of any Service or Customer Content (as defined below) in a way that circumvents a contractual usage limit; (h) attempt to gain unauthorized access to the Service, its related systems or networks or Third-Party Services (as defined below); (i) use the Service or any Third-Party Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; or (j) use the Service to distribute software or tools that gather information, distribute advertisements, or engage in conduct that may result in retaliation against Instructure or its data, systems, or networks. Use and access to the Application Program Interface ("API") will be subject to the Instructure API Policy available at <https://www.instructure.com/policies/api-policy>.
3. **Customer Responsibilities.** Customer shall have sole responsibility for Customer Content and use of the Service by Users in compliance with this Agreement and the Acceptable Use Policy provided within the Service and available at <https://www.instructure.com/policies/acceptable-use> (the "AUP"). Customer agrees to reasonably assist Instructure in connection with a User's adherence to the AUP. Customer further agrees to: (a) maintain the confidentiality and security of passwords and abide by any access protocols or credential requirements set by Instructure; (b) obtain from Users any consents necessary under this Agreement or to allow Instructure to provide the Service; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service; (d) notify Instructure promptly of any such unauthorized access or use of which it learns; (e) cooperate reasonably in all respects with respect to implementation, access, support, and maintenance of the Service; and (f) ensure that a current email address is associated with each User's account.
4. **Representations.** Each party represents that (a) it has the power and authority to validly enter into this Agreement, (b) this Agreement has been duly and validly authorized, executed and delivered by such party, (c) the execution and delivery of this Agreement does not violate or conflict with any other agreement, license, or obligation of such party, (d) it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from or on behalf of any employees or agents of the other party in connection with this Agreement, and (e) it is financially solvent and has the ability to perform its obligations hereunder.
5. **Instructure Warranties.** Instructure warrants that: (a) it shall implement reasonable administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content; (b) the functionality or features of the Service and Support may change but will not materially degrade during the Term; and (c) the Service will materially conform to its then-current documentation. (d) As Customer's sole and exclusive remedy for Instructure's breach of the warranties set forth in this Section 5: (i) Instructure shall correct the non-conforming Service at no additional charge to Customer; or (ii) in the event Instructure is unable to correct such deficiencies after good-faith efforts, Instructure shall refund Customer amounts paid that are attributable to the defective Service from the date Instructure received such notice. Customer must report deficiencies in writing to Instructure within thirty (30) days of their identification in order to receive any warranty remedies herein. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 AND TO THE MAXIMUM EXTENT OF THE LAW, INSTRUCTURE AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, INSTRUCTURE DOES NOT WARRANT THE RESULTS OR OUTCOMES FROM USE OF THE SERVICE OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT THE FOREGOING DISCLAIMER IS EXPRESSLY PROHIBITED BY LAW, ANY AVAILABLE WARRANTY SHALL BE LIMITED TO THIRTY (30) DAYS AND TO THE SERVICE REMEDIES PROVIDED BY INSTRUCTURE IN THIS SECTION 5.
6. **Fees.** As consideration for the subscription to the Service, Customer shall pay all fees set forth in an Order Form ("Fees") annually in advance, thirty (30) days after receipt of an invoice or as otherwise agreed to in the Order Form. Instructure reserves the right (in addition to any other rights or remedies Instructure may have) to discontinue the Service and to suspend all Users' and Customer's access to the Service if any Fees are overdue until such amounts are paid in full. Except as expressly set forth in this Agreement, all Fees are non-refundable.
7. **Service Standard.** Instructure will use commercially reasonable efforts to make each Service available with an annual uptime percentage of at least 99.9% ("Service Commitment"). In the event Instructure does not meet the Service Commitment, Customer will be eligible to receive a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription Fees paid and attributable to the Service that is unavailable for a twelve (12) month period. The service credit is calculated by taking the number of hours the applicable Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 of the applicable annual subscription Fees. Any days prior to Customer's initial use of the Service will be deemed to have had 100% availability. Any unavailability used to calculate a prior service credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology

issue not originating from Instructure. Customer's sole and exclusive remedy for breach of the Service Commitment in this Section 7 will be for Instructure to provide a credit as provided in this Section 7; on the condition that Customer notifies Instructure in writing of such claim within thirty (30) days of becoming eligible for such claim.

8. **Compliance.** Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement, including with respect to personally identifiable information from records that are subject to applicable privacy laws, including, but not limited to, the Family Educational Rights and Privacy Act, as amended and the Student Data, Accessibility, Transparency and Accountability Act of 2014, Idaho Code 33-133 ("**Personal Information**"). Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (a) is located in a country that is subject to a U.S. government embargo; or (b) is listed on any U.S. government list of prohibited or restricted parties.
9. **Customer Content.** As between Instructure and Customer, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes, or other materials uploaded by a User through the Service ("**Customer Content**") remain the sole property of Customer. Instructure may use the Customer Content solely to provide and improve the Service in accordance with this Agreement or Customer's instructions.
10. **Data Use.** Customer agrees that data derived from Instructure's provision of the Service or Customer's use of the Service ("**Usage Data**") may be used by Instructure for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. Such Usage Data will only be used in its aggregated or anonymized form and such results may be used by Instructure for any lawful purpose not otherwise excluded by this Agreement. As between the parties, Instructure owns the Usage Data. Notwithstanding anything contained in this Agreement to the contrary, Usage Data does not include Customer Content or any information that identifies or can be reasonably used to identify an individual person or Customer.
11. **Third-Party Services.** Customer may access third-party services, content or links through the use of the Service (collectively "**Third-Party Services**"). Instructure does not control Third-Party Services or make any representations or warranties with respect to Third-Party Services. In addition, Instructure is not responsible for Third-Party Services.
12. **Limitation of Liability.** EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OR INACCURACY OF DATA, RECORDS OR INFORMATION, COST(S) OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS IN SECTION 17.1, EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.
13. **Confidentiality.** Each party acknowledges that it or any entity that directly, or indirectly through one or more intermediaries' controls, is controlled by or is under common control with such party (an "**Affiliate**") may disclose (in such capacity the "**Disclosing Party**") Confidential Information to the other party or its Affiliates (in such capacity, the "**Receiving Party**") in the performance of this Agreement. Accordingly, the Receiving Party shall: (a) keep the Confidential Information disclosed by the other party confidential; (b) use Confidential Information only for purposes of fulfilling its obligations and exercising its rights hereunder; and (c) disclose such Confidential Information only to the Receiving Party's employees or Affiliates who have a need to know and only for the purposes of fulfilling this Agreement or to the extent required by law. As used herein, "**Confidential Information**" means any and all non-public, confidential and proprietary information, data, or know-how, including all Personal Information and information about the Disclosing Party's businesses, operations, finances, properties, employees, relationships with third parties, plans, trade secrets, and other intellectual property and all analyses, compilations, forecasts, studies, summaries, notes, reports, memoranda, interpretations, data, and other materials which contain or are generated from the Confidential Information, whether disclosed in writing, orally, electronically, or by other means, and whether or not identified as confidential. For the avoidance of doubt, any non-public aspect of the Service will be considered the Confidential Information of Instructure. Confidential Information shall not include information that: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii) is rightfully received by the Receiving Party by a third party without a duty of confidentiality; (iii) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party; or (iv) is identified by the Disclosing Party in writing as no longer confidential and proprietary. Notwithstanding the restrictions above, the Receiving Party may disclose the Confidential Information pursuant to law, regulation, subpoena or court orders, provided that the Receiving Party promptly notifies the Disclosing Party in writing prior to making any such disclosure to permit the Disclosing Party an opportunity to prevent disclosure or seek an appropriate remedy from the proper authority. The Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required (based on the advice of counsel) and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be afforded the Confidential Information. Further, any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the Service as well as to disclosures required by or under applicable law or related government agency actions. Instructure will also comply with all court orders or subpoenas involving requests for such information. Notwithstanding the preceding paragraph, the Parties acknowledge that Customer is required to respond to public record requests it receives in accordance with the Idaho Public Record Law, Idaho Code, Title 74, Chapter 1.
14. **Proprietary Rights.** As between Customer and Instructure, the Instructure Intellectual Property is, and shall at all times remain the sole and exclusive property of Instructure. Instructure shall have the right, in its sole discretion, to modify the Instructure Intellectual Property. "**Instructure Intellectual Property**" means: (a) the Service; (b) all improvements, changes, enhancements, and components thereof; (c) all other proprietary materials of Instructure and/or its licensors; and (d) all other intellectual property owned by Instructure including, but not limited to, all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats, and know-how, as well as any underlying source code and object code related thereto.

15. Term and Termination. The term of this Agreement is specified in the Order Form ("Term") and shall continue for its full duration unless earlier terminated by a party in accordance with this Section 15. In addition to any other rights and remedies that may be available, either party may terminate this Agreement for a material breach of any provision of this Agreement by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Service; and (b) in connection with certain aspects of the Service that feature an export function Customer may export the Customer Content by using the export feature within the Service for a period of three (3) months from termination, after which Instructure shall have no obligation to maintain or provide any Customer Content.

16. Suspension of Service. Instructure may suspend a User's access to the Service for a violation of Section 3 of this Agreement, any applicable law, or third-party rights to the extent and for the duration necessary to address any such violation. Instructure will use commercially reasonable efforts to provide notice to Customer in advance of any suspension unless such violation may cause direct harm to the Service or may result in liability to Instructure.

Customer agrees that Instructure will not be liable to Customer or a User if Instructure exercises its suspension rights as permitted by this Section 16.

17. Indemnification.

17.1 Instructure will indemnify and defend Customer from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging that the Service infringes or misappropriates the intellectual property rights of that third party. Notwithstanding the foregoing, Instructure shall not be obligated to indemnify Customer if such infringement or misappropriation claim arises from: (a) the Customer Content; (b) Customer's or User's misuse of the Service; or (c) Customer's or User's use of the Service in combination with any products, services, or technology not provided by Instructure. If a claim of infringement or misappropriation is made, Instructure may, in its sole discretion: (i) modify the Service so that it becomes non-infringing; (ii) obtain a license permitting continued use of the Service; or (iii) terminate the Agreement with no liability to Customer, other than Instructure's obligation to indemnify hereunder, and return the unused portion of any prepaid Fees.

17.2 The party seeking indemnification (the "**Indemnified Party**") shall provide the other party (the "**Indemnifying Party**") with prompt written notice upon becoming aware of any claim subject to indemnification hereunder and shall provide reasonable cooperation to the Indemnifying Party in the defense or investigation of any claim, suit or proceeding. The Indemnifying Party, at its option, will have sole control of such defense, provided that the Indemnified Party is entitled to participate in its own defense at its sole expense. The Indemnifying Party shall not enter into any settlement or compromise of any such claim, suit, or proceeding without the Indemnified Party's prior written consent, except that the Indemnifying Party may without such consent enter into any settlement of a claim that resolves the claim without liability to the Indemnified Party and without impairment to any of the Indemnified Party's rights or requiring the Indemnified Party to make any admission of liability.

18. General. Each party acknowledges that any breach, threatened or actual, of this Agreement, including, without limitation, with respect to unauthorized use of proprietary assets, will cause irreparable injury to the other party, such injury would not be quantifiable in monetary damages, and the other party would not have an adequate remedy at law. Each party therefore agrees that the other party shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of this Agreement. Each party waives any requirement that the other party post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to enforce any provision of this Agreement. Any legal notice by a party under this Agreement shall be in writing and either personally delivered, delivered by email or reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 18. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, Attention: General Counsel and, if by email, to legal@instructure.com. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to the current email address associated with an account and all notices shall be in English and deemed effective upon receipt. If Instructure is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed, and construed by the laws of the State of Idaho without regard to principles of conflict of laws. Instructure is an independent contractor to Customer. If any term of this Agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Amendments to this Agreement must be made in writing and signed by both parties. The Parties agree that: (a) this Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement; and (b) Customer may use purchase orders or similar documents only as proof of acceptance of each Order Form and for convenience only, and all terms and conditions (preprinted or otherwise and regardless of how referenced) shall be void and of no effect. Any attempt to assign this Agreement, in whole or part, to any entity, without the other party's prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Instructure shall not use Customer's or Users name, logo, and non-competitive use details in its various marketing communications and materials without Customer's or User's, as applicable, prior written consent. Any terms that by their nature survive termination or expiration of this Agreement will survive (including, but not limited to, Sections 4, 5, 6, 13, 14, 15, 16, and 18).

Updated 02/2020



Services Order Form

Order #: Q-152283-2

Date: 2020-10-27

Offer Valid Through: 2020-12-31

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Idaho State Board of Education

Address: 650 West State Street
 City: Boise
 State/Province: Idaho
 Zip/Postal Code: 83702
 Country: United States

Order Information

Billing Frequency: Annual Upfront
 Payment Terms: Net 30

Billing Contact

Name: _____
 Email: _____
 Phone: _____

Primary Contact

Name: Jonathan Lashley
 Email: jonathan.lashley@osbe.idaho.gov
 Phone: +1 208-488-7585

Year 1

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2021-07-01	2021-09-30	FTE	4,021	USD 3.32	USD 13,349.72
Recurring Sub-Total						USD 13,349.72
Year 1 Total						USD 13,349.72

Year 2

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2021-10-01	2022-09-30	FTE	48,756	USD 13.69	USD 667,469.64
Recurring Sub-Total						USD 667,469.64
Year 2 Total						USD 667,469.64

Grand Total: USD 680,819.36

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

NOVEMBER 02, 2020

ATTACHMENT 4

Deliverable	Description	Expiration
Canvas Cloud Subscription	<p>FTE Metric is measured by the number of full-time equivalent students in accordance with the definition published by the Integrated Postsecondary Education Data System.</p> <p>The FTE fees set forth above are based on typical user usage patterns ("Typical Use") for access to the Service and do not account for excess usage of the Service. To the extent the Users' usage of the SaaS Service, in the aggregate, exceeds the Typical Usage at any given time, Instructure reserves the right, at its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.</p>	N/A

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metric	Description
FTE	<p>FTE Metric is measured by the number of full-time equivalent students in accordance with the definition published by the Integrated Postsecondary Education Data System.</p> <p>The FTE fees set forth above are based on typical user usage patterns ("Typical Use") for access to the Service and do not account for excess usage of the Service. To the extent the Users' usage of the SaaS Service, in the aggregate, exceeds the Typical Usage at any given time, Instructure reserves the right, at its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.</p>

Product	Description
Canvas Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:

Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms>

Portfolio: <https://portfolio.com/support-terms>

MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

Notes

College of Southern Idaho FTE - 4,021

College of Western Idaho FTE - 6,736

College of Eastern Idaho FTE - 865

Boise State University FTE - 17,618

University of Idaho FTE - 9,737

Idaho State University FTE - 9,779

Total FTE - 48,756

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?	Check here if your company is exempt from US state sales tax : _____
Please Enter (Yes or No): _____	<i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>
If yes, please enter PO Number: _____	

By executing this Order Form, each party agrees to be legally bound by this Order Form and the applicable terms and conditions.

Idaho State Board of Education

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

Instructure, Inc.

Signature:	_____
Name:	_____
Title:	_____
Date:	_____



Services Order Form

Order #: Q-165249-1
 Date: 2020-10-28
 Offer Valid Through: 2020-12-31

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Idaho State Board of Education

Address: 650 West State Street
 City: Boise
 State/Province: Idaho
 Zip/Postal Code: 83702
 Country: United States

Order Information

Billing Frequency: Annual Upfront
 Payment Terms: Net 30

Billing Contact

Name: _____
 Email: _____
 Phone: _____

Primary Contact

Name: Jonathan Lashley
 Email: jonathanlashley@boisestate.edu
 Phone: +1 208-699-3084

Year 1

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2022-07-01	2022-09-30	FTE	3,211	USD 3.42	USD 10,981.62
Recurring Sub-Total						USD 10,981.62
Year 1 Total						USD 10,981.62

Year 2

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2022-10-01	2023-09-30	FTE	51,967	USD 14.10	USD 732,734.70
Recurring Sub-Total						USD 732,734.70
Year 2 Total						USD 732,734.70
Grand Total:						USD 743,716.32

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

NOVEMBER 02, 2020

ATTACHMENT 5

Deliverable	Description	Expiration
Canvas Cloud Subscription	<p>FTE Metric is measured by the number of full-time equivalent students in accordance with the definition published by the Integrated Postsecondary Education Data System.</p> <p>The FTE fees set forth above are based on typical user usage patterns ("Typical Use") for access to the Service and do not account for excess usage of the Service. To the extent the Users' usage of the SaaS Service, in the aggregate, exceeds the Typical Usage at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.</p>	N/A

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metric	Description
FTE	<p>FTE Metric is measured by the number of full-time equivalent students in accordance with the definition published by the Integrated Postsecondary Education Data System.</p> <p>The FTE fees set forth above are based on typical user usage patterns ("Typical Use") for access to the Service and do not account for excess usage of the Service. To the extent the Users' usage of the SaaS Service, in the aggregate, exceeds the Typical Usage at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.</p>

Product	Description
Canvas Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.

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MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

Notes

Northern Idaho College FTE - 3,211
 College of Southern Idaho FTE - 4,021
 College of Western Idaho FTE - 6,736
 College of Eastern Idaho FTE - 8,65
 Boise State University FTE - 17,618
 University of Idaho FTE - 9,737
 Idaho State University FTE - 9,779

Total FTE - 51,967

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No): _____ If yes, please enter PO Number: _____	Check here if your company is exempt from US state sales tax : _____ <i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>

By executing this Order Form, each party agrees to be legally bound by this Order Form and the applicable terms and conditions.

Idaho State Board of Education

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

Instructure, Inc.

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

DRAFT



Quottly

Course Sharing and Course Transfer Platform

November 2, 2020



November 2, 2020

Alicia Policinski
Cofounder and CEO

James Gibson
Cofounder and Technical Lead

Lynn Colgin
SVP, Strategic Partnerships

-
- | | |
|-----------------------------|-----------------------------|
| ✓ Boise State University | ✓ Idaho State University |
| ✓ College of Southern Idaho | ✓ Lewis-Clark State College |
| ✓ College of Western Idaho | ✓ North Idaho College |
| ✓ College of Eastern Idaho | ✓ University of Idaho |

Proposed Agenda

- ✓ Introductions / Your Goals
- ✓ Quottly Platform
- ✓ Implementation Process
- ✓ Demo
- ✓ Proposal

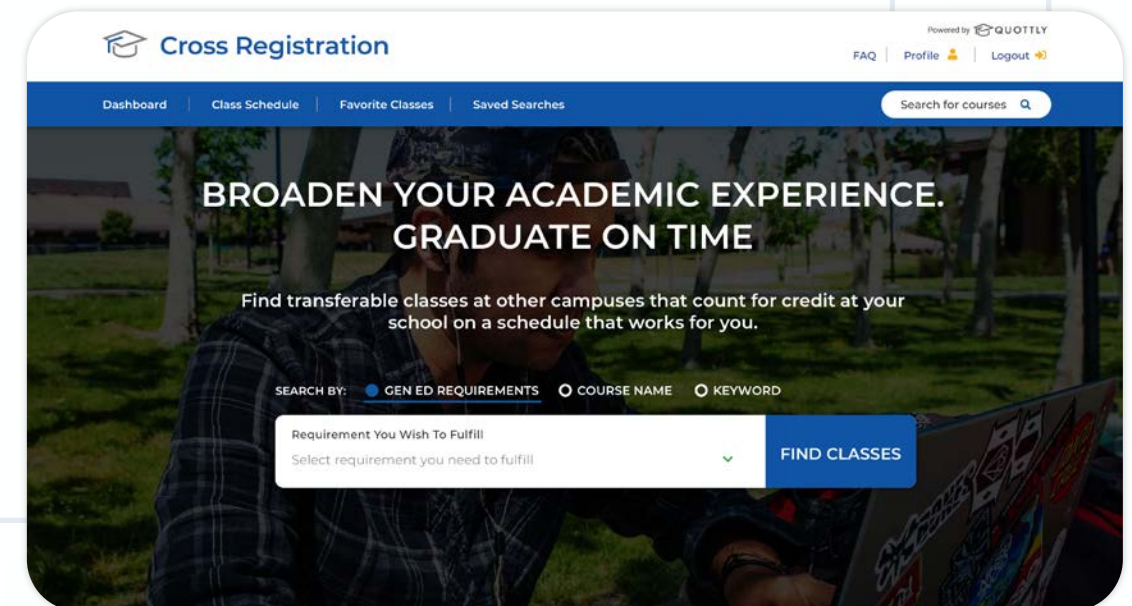


About Quottly

- ✓ Helping colleges and universities navigate a changing [Higher Education landscape](#)
- ✓ A configurable [course exchange](#) and searchable [course transfer](#) platform for accredited college courses and programs.
- ✓ System-wide class schedules and transfer rules with SIS integration and one-click registration.



139 institutions with a combined enrollment of over 2.5 million students.



Solving Core Challenges

Faced by Students, Administrators and Institutions



Reduce Costs

- ✓ Course and section **Sharing**
- ✓ **Joint** programs and certificates
- ✓ **Automate** manual processes

\$30-40K

Annual Savings per
Course from Course
Sharing



Improve Student Outcomes

- ✓ On-time **graduation**
- ✓ **Enrich** academic experience
- ✓ Enable guided **pathways**

2-5% Improvement

In on-time graduation rate



Increase Tuition \$

- ✓ **Fill** empty seats
- ✓ **Attract** new students
- ✓ **Add** new programs

\$13K

Filling empty seats in one
class



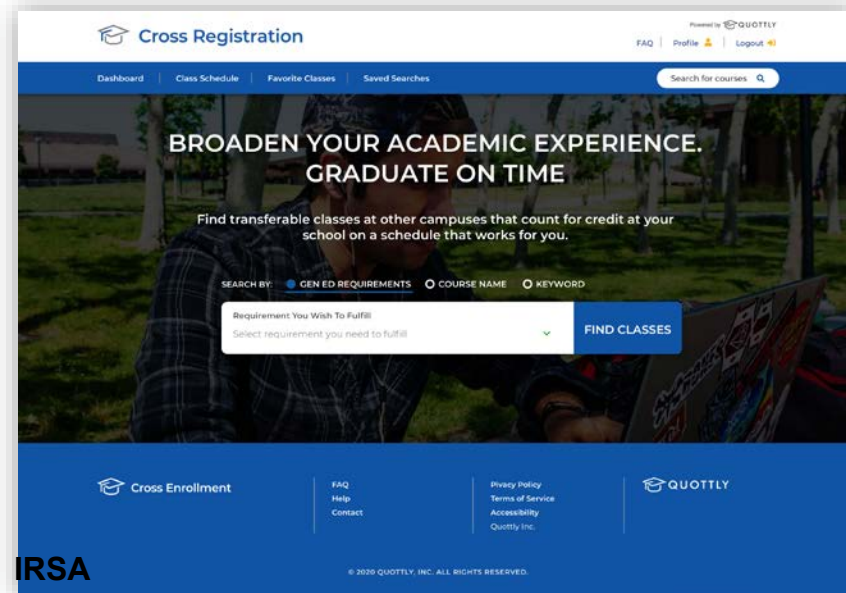
The Quottly Platform

A configurable, expandable solution to meet evolving needs



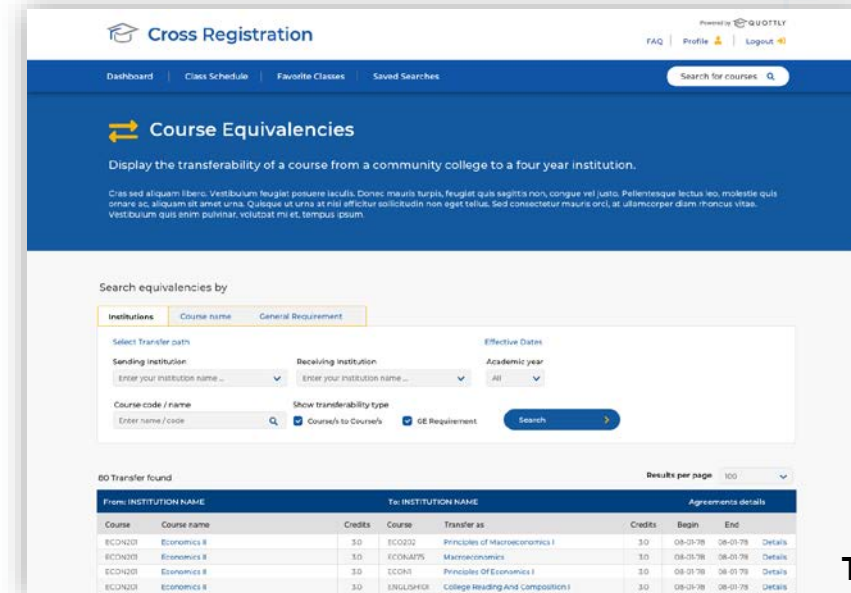
Cross Registration

- ✓ **Unify** the course discovery and registration experience across all campuses.
- ✓ **Enable** real-time, one-click cross campus registration to help students **graduate on-time**.



Transfer Equivalency

- ✓ **Guide** students with program and course transferability information.
- ✓ **Automate** and streamline course change evaluation and articulation approval.



The Quottly Platform (cont.)

A configurable, expandable solution to meet evolving needs



Programs and Certificates

- ✓ **Guide** student discovery of system-wide programs, certificates and campuses.
- ✓ **Integrate** seamlessly with cross registration and pathways functionality.



Pathways

- ✓ **Provide** course schedules and a progress dashboard to help keep students on their pathways.
- ✓ **Help** students find, clarify and choose their pathways

Cross Enrollment

Explore Programs and Certificates
Find the program that puts you where you want to be in the future.

Program Level: Bachelor's, Time to Degree: 4 Years, Instruction Method: All, Campus: All

Keyword: Accounting

10 results

Degree	Level	Institution	Method	Details
Business Administration (Accounting)	BS	CSU Bakersfield	In person	View Program
Economics (Accounting)	BS	CSU Bakersfield	In person	View Program
Business Administration (Accounting)	BS	CSU Chico	In person	View Program
Business Administration (Accounting)	BS	CSU Dominguez Hills	In person	View Program
Business Administration (Accounting)	BS	CSU East Bay	In person	View Program
Business Administration (online degree completion) (Accounting)	BS	CSU East Bay	Online	View Program
Business Administration (Accounting and Business Analytics)	BA	CSU Fullerton	Online	View Program
Accountancy (Accounting Information Systems)	MS	CSU San Diego	Online	View Program
Accounting	AS	Cabrillo CC	Online	View Program

Cross Enrollment

Accounting

3 of 150 Credits to Graduation

Fall 2019, Spring 2020, Fall 2020, Spring 2021

Course	Prerequisites	Matching Courses Available
MGMT 111: Intro to Decision Making in Management	In progress (7-10 Nov to 12-15 Nov)	10 matching courses available
CQS 112: Intro to Management	Not started (1-15 Nov to 4-12 Nov)	25 matching courses available
CQS 111: Computer Tools for Management	In progress (8-22 Nov to 10-27 Nov)	12 matching courses available
MATH 220: Intro to Statistics	In progress (8-27 Nov to 12-10 Nov)	12 matching courses available
ECON 162: Microeconomics	Completed (8-27 Nov to 12-10 Nov)	10 matching courses available
HUM 112: Humanities	In progress (8-27 Nov to 12-10 Nov)	10 matching courses available
BLS 111: Legal Environment of Business	10 matching courses available	
CQS 511: Advanced Computer Tools for Mgt	12 matching courses available	
MIS 311: Information Systems and Applications	10 matching courses available	
ACCT 291: Financial Accounting	10 matching courses available	
Liberal Arts Elective	Choose an Elective Class	
Liberal Arts Elective	Choose an Elective Class	
Liberal Arts Elective	Choose an Elective Class	
Liberal Arts Elective	Choose an Elective Class	

Quottly Difference

Unified course / program discovery, registration and transfer equivalency

Comprehensive platform that grows with your needs



**One-click
registration**



**Course Sharing /
Transfer**



SIS-integration



Credit transfer rules
(known and predicted)



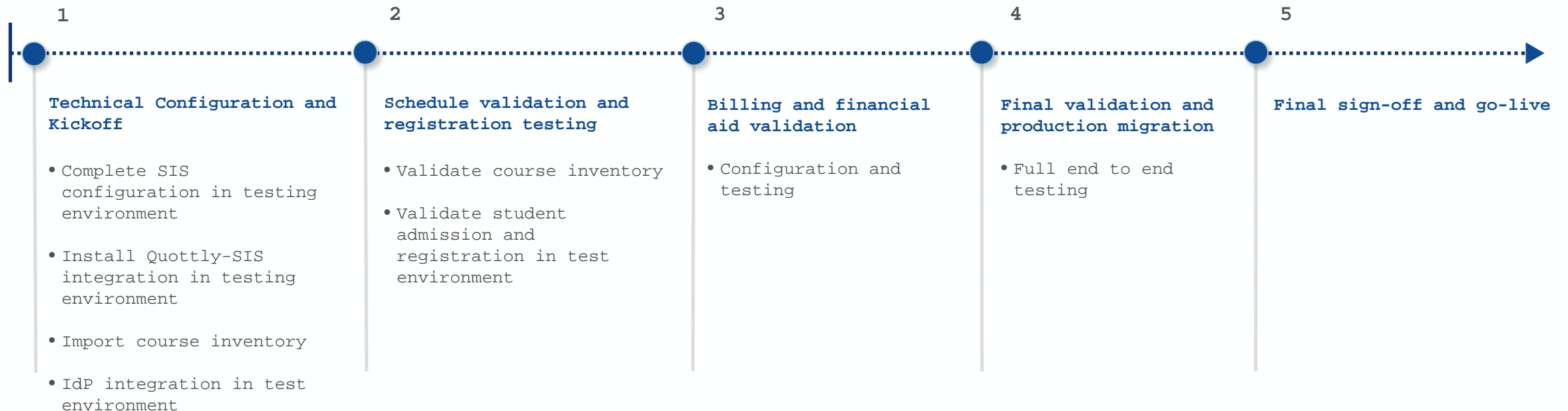
**Flexible revenue
models**



**Quick
Implementation**

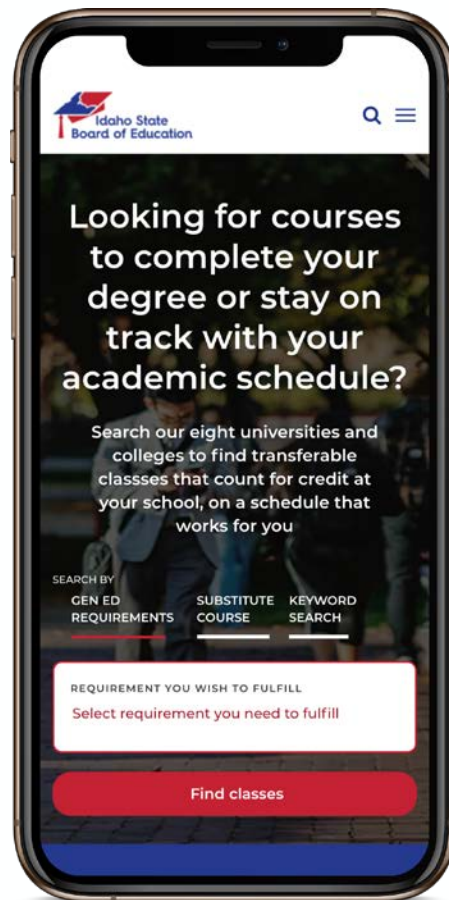
Easy implementation is a key feature of our platform

- Minimal impact to existing A&R, Financial Aid, and Bursar processes
- Integrate with both major SISes (Banner, Colleague, PeopleSoft, Jenzabar) and custom SISes
- Guided by hard-earned experience with other systems
- Support common use cases for public institutions



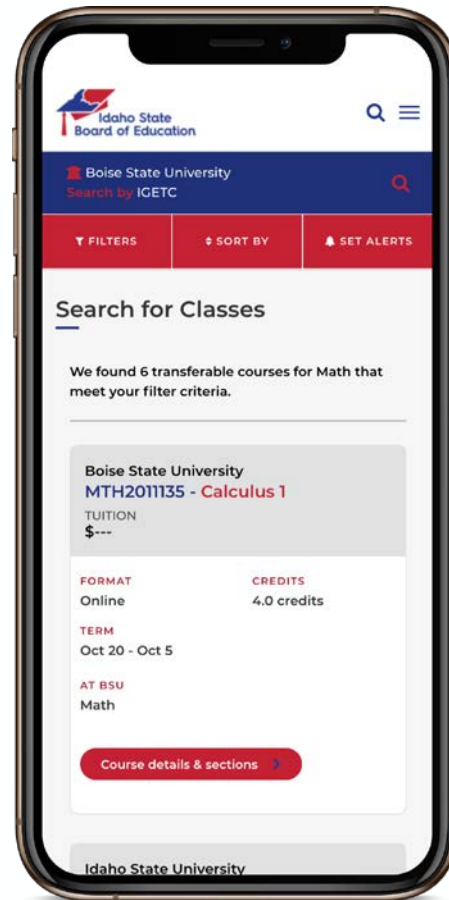
The Student Experience

SEARCH

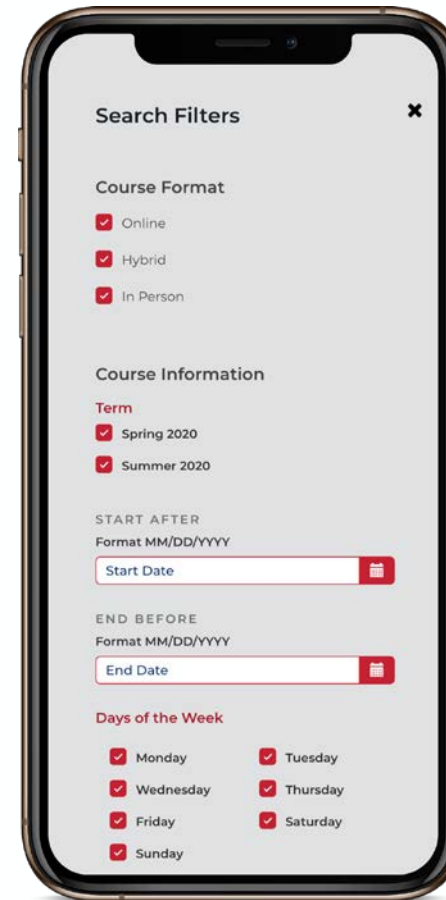


IRSA

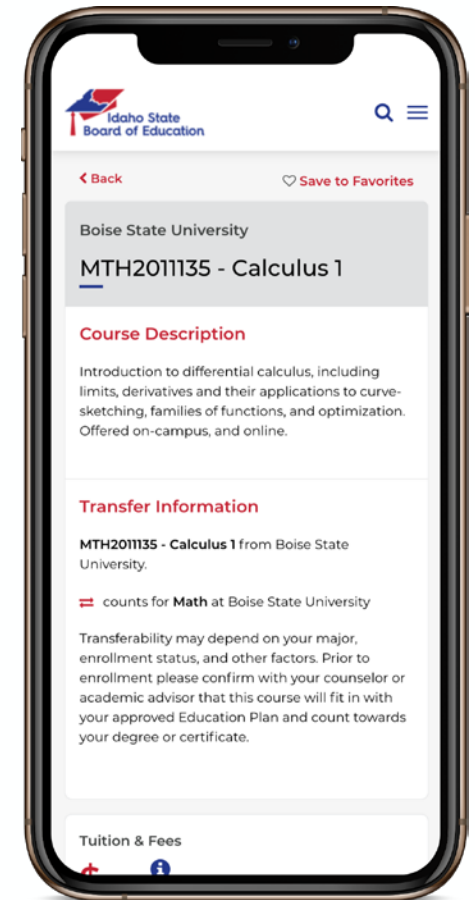
FIND COURSES & SET ALERTS



FILTER



REGISTER



TAB 5, Page 10

Programs, Certificates and Pathways

[Dashboard](#) [Class Schedule](#) [Favorite Classes](#) [Saved Searches](#) [Find Classes](#) [Explore](#)

Search Degrees

Find the degree that puts you where you want to be in the future.

[Find Degrees](#)

Most In-Demand Degrees <ul style="list-style-type: none">NursingBiomedical EngineeringChemical EngineeringMechanical EngineeringComputer ScienceSee more...	Highest Earning <ul style="list-style-type: none">Home Health AidePhysical TherapistPhysician AssistantRegistered NurseInformation Security AnalystSee more...	Most Flexible Degrees <ul style="list-style-type: none">PhysicianLawyerR&D ManagerSoftware development mana...Pharmacy ManagerSee more...	Trending Degrees <ul style="list-style-type: none">Home Health AidePhysical TherapistPhysician AssistantRegistered NurseInformation Security AnalystSee more...
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With Quottly, Launch 8 Campuses by Dec 31, 2020



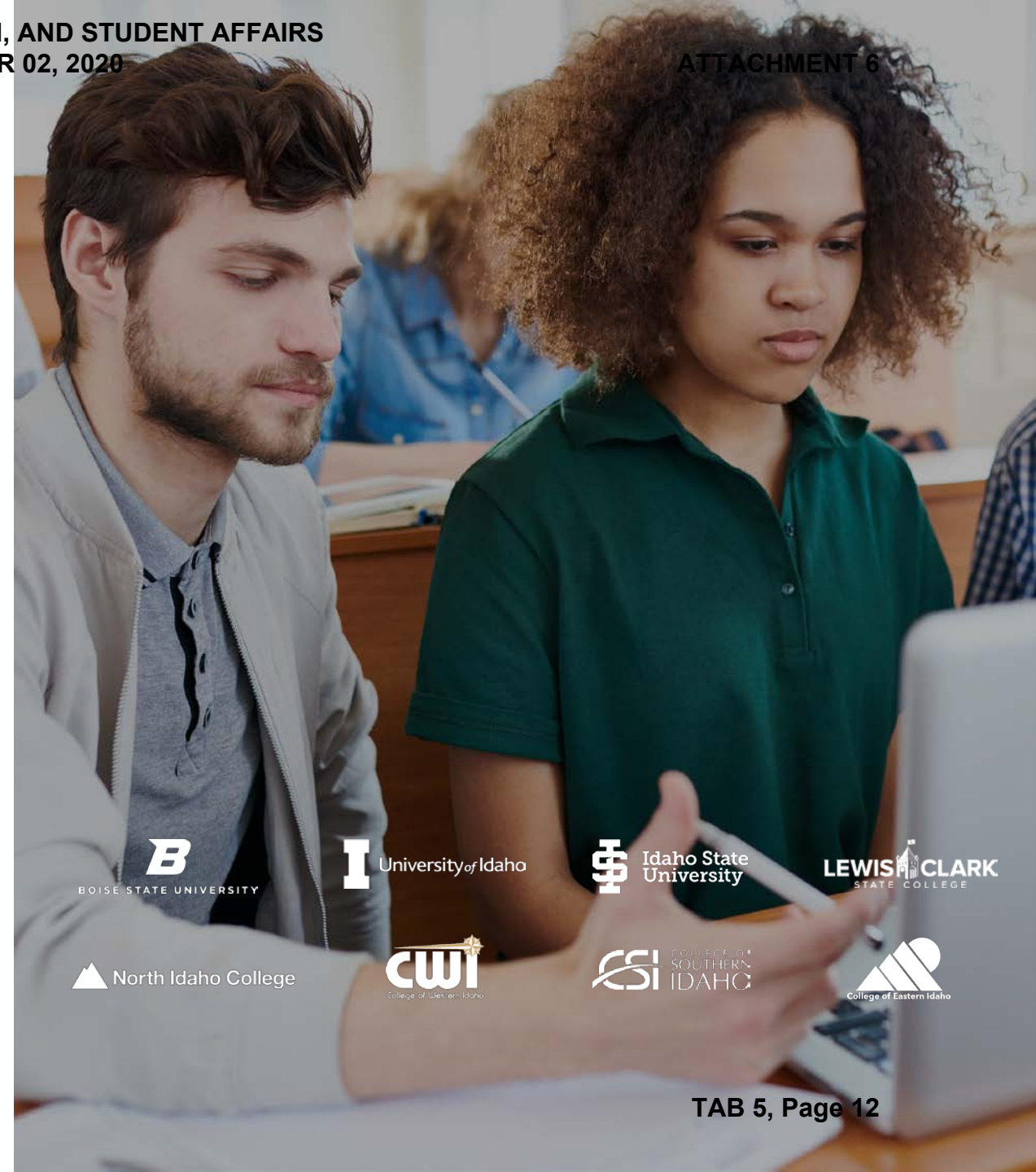
Cross Registration

- ✓ **Unify** the course discovery and enrollment experience across all pilot campuses.
- ✓ **Enable** real-time, one-click cross campus registration to help students **graduate on-time**.



Transfer Equivalency

- ✓ **Guide** students with program and course transferability information.
- ✓ **Automate** and streamline course change evaluation and articulation approval.



Proposal for Idaho Board of Education

Overview

Deliver Idaho configured course sharing and transfer equivalency modules with one-click registration, SIS integration and automated transfer equivalency creation, search and update.

Phase 1

Kick-off: November 6

Deliverables

Course sharing and transfer exchange platform. Functionality includes: Idaho specific search, filters, sort, dynamic seat count, equivalency creation

Milestones

- Import existing Transfer data
- Train admins on Transfer Equivalency Module
- Assemble cross registration team
- Determine exchange rules
- Import course and section data

Ready for Go Live: December 31, 2020

Phase 2

Kick-off: January 4

Deliverables

One-click registration, single sign-on, SIS integration, transcript evaluation, course change automated workflow

Colleges go live as implementations are completed

Ready for Go Live: April 30, 2021



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