

BROKEN ARROW PUBLIC SCHOOLS
Educating Today Leading Tomorrow

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 8/16/21

Contract/Agreement Vendor: **Instructure, Inc. Matt Searle**
Name of Vendor & Contact Person
cdoty@instructure.com
Vendor Email Address

This is a one year contract that will renew each year to utilize the Student Performance Dashboard of Canvas. This contract will be for the 2021-2022 school year.

All students and faculty K-12
Reason/Audience to benefit

9/13/2021
BOE Date

12000.00
Amount of agreement

Person Submitting Contract/Agreement for Review: Brandon Chitty

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal **&/or** Director or Administrator: *[Signature]*

Does this Contract/Agreement utilize technology? YES NO
 If yes, Technology Admin: *[Signature]*

Leadership Team Member: *[Signature]*

Funding Source: Chromebook Funds Fund/Project _____ OCAS Coding

- Consent Item: Accept and approve the NEW/RENEWAL agreement between Broken Arrow Public Schools and the vendor listed above. (ie. New fiscal year &/or Renewal services)
- Action Item: Discussion, motion and vote on motion to approve or disapprove the NEW agreement between Broken Arrow Public Schools and the vendor listed above. (ie. Purchase over \$50,000 &/or new service)

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

Statement of Work



Broken Arrow Public Schools

Eligibility Dashboard - Maintenance, Hosting, and Support Renewal

SUBMITTED BY:

Ian Morris

August 12, 2021

*This Statement of Work ("SOW") is governed by the terms and conditions of the
Instructure Professional Services Agreement between the parties.*

Summary

Broken Arrow Public Schools (“**Customer**”) is engaging Instructure Professional Services (“**Instructure**”) to renew an agreement¹ to host, maintain, and support the Eligibility Dashboard (“**the Solution**”).

This SOW supersedes the previous SOW executed on 7/9/2021 and titled “Eligibility Dashboard - Maintenance, Hosting, and Support Renewal,” version 2021.06.18.

Fees & Billing

Hosting, Maintenance, and Support Costs

DESCRIPTION	START DATE	END DATE	AMOUNT
Year 1	7/1/2021	6/30/2022	\$12,000

The first annual maintenance invoice will be prorated to align with Customer’s Canvas subscription renewal and will be generated with the invoices for the Customer’s Canvas subscription renewal. Invoices are due at net 30 days.

Invoice INV370438, associated with the previous SOW executed on 7/9/2021 and titled “Eligibility Dashboard - Maintenance, Hosting, and Support Renewal,” version 2021.06.18, is voided with the execution of this agreement.

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

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

- Instructure reserves the right to review and adjust hosting, maintenance, and support costs annually and will provide notice of changes. If no review occurs, maintenance fees will increase by 5% annually.
- Either Instructure or Customer may opt out of continuing maintenance and support by providing written notice 60 days before the Solution-delivery anniversary date. There will be no refunds provided if either party opts out of maintenance and support.

¹ See “Broken Arrow Public Schools - Eligibility Dashboard - Statement of Work”, version 2017.12.01, executed 12/13/2017.

Maintenance & Support

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

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

Expiration & Effective Date

This SOW is only valid if signed and returned to Instructure thirty (30) days following the Version date (shown in the footer) of the document (“**Expiration Date**”). Instructure has the right, in its sole discretion, to reject this SOW if it is received after the Expiration Date; acceptance of this SOW after the Expiration Date is subject to Instructure’s discretionary review and revision. The Effective Date of this SOW is the date of the last signature below.

—Signature page follows—

Agreed To & Accepted By

Instructure, Inc.

Signature:

By:

Title:

Date:

Address:

6330 S 3000 E
Suite 700
Salt Lake City, UT 84121

Broken Arrow Public Schools

Signature:

By:

Title:

Date:

Address: