

JOHNSON COUNTY COMMUNITY COLLEGE
AGREEMENT NUMBER JCCC-1416

This Agreement Number JCCC-1416(the “Agreement”) is made by and between the Johnson County Community College, a community college and body politic and corporate duly organized and existing under the constitution and laws of the State of Kansas (the “College”) and Instructure, Inc. (the “Contractor”), in accordance with the terms and conditions of the College’s Request for Proposals Number RFP 17-038, which is incorporated herein by this reference (the “Request for Proposals”).

I. AGREEMENT TO PERFORM WORK

Contractor hereby agrees to provide a hosted Learning Management System, all as specified in the [Request for Proposals](#).

Contractor agrees to perform such work in accordance with this Agreement, as supplemented and described in Section 3 hereof.

2. INCORPORATION

This Agreement is supplemented by Contractor's response to the Request for Proposals dated December 22, 2016, and Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), Contractor's Best and Final Offer dated April 4, 2017, Contractor's Standard Terms and Conditions document, Johnson County Community College General Terms and Conditions, all of which are incorporated herein by this reference. To the extent such terms, conditions, or provisions may be in conflict or be inconsistent, their order of authority shall be as follows: a) Contractual Provisions Attachment (Form DA-146a, Rev. 06-12); b) this Agreement; c) Contractor's Best and Final Offer dated April 4, 2017; e) Contractor's response to the Request for Proposals dated December 19, 2016, f) Johnson County Community College General Terms and Conditions and g) Contractor's Standard Terms and Conditions document.

3. NOTICES

Any notice under this Agreement shall be in writing and be delivered in person or by public or private mail, or by courier service, or by certified mail with return receipt requested, or by facsimile, or by electronic mail. All notices shall be addressed to the respective parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

If to the College: Johnson County Community College
Attn.: Gary Cromer
12345 College Blvd.
Overland Park, KS 66210
Phone: (913) 469-2336
Fax: (913) 469-4429
Email: gcromer@jccc.edu

If to the Contractor: Instructure, Inc.
Attn.: Carli Tegtmeier
6330 S. 3000 E. Suite 700
Salt Lake City, UT 84121
Phone: (800) 203-6755
Email: carli@instructure.com

Any notice shall be deemed to have been given on ~~the~~ earlier of : (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, (c) the day facsimile delivery is verified, or (d) the day ~~electronic~~ mail is sent. Actual notice, however ~~and~~ from whomever received, shall always be effective.

4.

INVOICES

All invoices must contain the College's Agreement number or purchase order number, an itemization of materials and services, and a notation of the correct Agreement pricing.

Invoices for payment must be submitted by the Contractor to:

Johnson County Community College
Accounts Payable, Box 45
12345 College Blvd.
Overland Park, KS 66210
accountspayable@jccc.edu;

Requests for additional compensation will be rejected by the College unless otherwise provided in this **Agreement** of the Request for Proposals.

Payments shall be due and payable within (30) days after acceptance of such goods or services or after **receipt** of properly completed invoice, whichever is later. No advance payment **shall** be made for goods or **services** furnished pursuant to this Agreement.

5. TERM OF AGREEMENT

The initial term of this agreement **shall** be one (1) year, commencing **upon** the date of execution by **the College**. The term of this agreement may, if mutually agreed upon in writing, be **extended** by one (1) year increments for a total of four (4) additional years, provided written notice of each extension is given to the Proposer at least one **hundred** and twenty (120) days prior to the expiration **date** of such term or **extension**. In the event funding approval is not obtained by the College, this Agreement **shall** become null and void effective the date of renewal. During extension periods, all terms and conditions of this Agreement **shall** remain in effect.

6. ENTIRE AGREEMENT

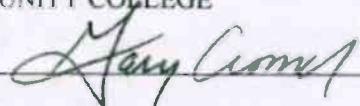
This Agreement with Contractor's response to the Request for Proposals **dated** December 22, 2016, and **Contractual Provisions Attachment** (Form DA-146a, Rev. 06-12), Contractor's **Best** and Final Offer dated April 4, 2017, Contractor's Standard Terms and Conditions document, Johnson County Community College General Terms and Conditions constitutes the entire Agreement between the parties with respect to the matter addressed **herein**. No change thereto **shall** be valid unless communicated in writing in the agreed manner and signed by the **College** and the Contractor.

The effective date of this Agreement is August 1, 2017.

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JOHNSON COUNTY
COMMUNITY COLLEGE

By:



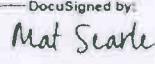
Name: Gary Cromer

Title: Senior Buyer

Date: 7/25/2017

INSTRUCTURE, INC.

By:

DocuSigned by:


Mat Searle

E54770540005478

Name: Mat Searle

Title: Director, Deal Desk

Date: 7/26/2017

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of August, 2017.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a **grant** award or contract shall not be **given** or received in exchange for the making of a campaign contribution. No part of the funds provided **through** this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the **Legislature** regarding any pending **legislation** or the awarding, **extension**, **continuation**, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

JOHNSON COUNTY COMMUNITY COLLEGE GENERAL TERMS AND CONDITIONS

1. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED **HEREIN**. Other than **the documents identified** in Section 2 of the Johnson County Community College Agreement Number JCCC-1416, ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CONTRACTOR ARE OBJECTED TO AND ARE HEREBY REJECTED, UNLESS OTHERWISE PROVIDED FOR IN WRITING BY THE EXECUTIVE DIRECTOR OF **PROCUREMENT SERVICES, JOHNSON COUNTY COMMUNITY COLLEGE.**
2. CHANGES: No alteration in any of the terms, conditions, delivery, price, quality, quantity or specifications of **this order** will be effective without the written consent of **the JCCC Procurement Services** Office. All changes in scope to the **agreement** must be in writing and submitted on a JCCC Procurement Services Change Order Form.
3. PACKING: **No** charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless **otherwise** specified.
4. DELIVERY: To **the** extent applicable, for any exceptions to the **delivery date** as specified on the order, Contractor shall give prior notification **and** obtain approval thereto from the Johnson County Community College Procurement Services **Office**. With respect to delivery under this order, time is of the essence and order is subject to termination for failure to deliver **within** the timeframe specified in this order.
5. SHIPPING INSTRUCTIONS: To the extent applicable, unless otherwise instructed, all goods are to be shipped **prepaid** and allowed, FOB Destination.
6. ORDER NUMBERS: Agreement order numbers or purchase order numbers **shall** be clearly shown on **all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.**
7. Reserved ..
8. QUALITY STANDARDS: Brand names, models, and specifications referenced herein are meant to **establish a minimum standard** of quality, performance, or use required by the College. **No substitutions** will be permitted without written **authorization** of the **Johnson County Community College Procurement Services Office.**
9. WARRANTIES: Contractor warrants that all products and services **shall be** delivered and performed in a **professional** manner in accordance with applicable laws and generally accepted practices and **standards** of similar professionals in the **industry**.
10. PAYMENT, CASH DISCOUNT: Invoices will not be processed for payment nor will the period of computation for **cash discount** (to the extent Contractor offers such discount) commence until receipt of a properly completed invoice. If an **adjustment** in payment is necessary due to damage or dispute, **the cash discount period shall commence on the date final approval** for payment is authorized. Payment shall not be considered late if a check or warrant is available or mailed within the **time specified**.
11. LIENS, CLAIMS AND ENCUMBRANCES: Contractor warrants and **represents that all** the goods **and** materials **delivered** herein are free and clear of all liens, claims or encumbrances of any kind.
12. TERMINATION: **Termination** is governed by Paragraph 13 of Contractor's **Standard Terms and Conditions**
13. TRADEMARKS: Contractor **shall** not use the name, **trade name**, trademark, or any other designation of the College, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any **commercial** or promotional purpose (other than in performing under **this Agreement**) without the College's prior written consent in **each case**.
14. SAVE HARMLESS: Contractor shall protect, indemnify, **and** save Johnson County Community College **harmless from and** against any damage, cost or liability, including reasonable attorney's fees, for any or **all** injuries to persons or **property** arising from acts or omissions of Contractor, its employees, or subcontractors, howsoever caused.
15. OSHA REGULATIONS: To the extent applicable, Contractor guarantees all items, or services, meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act.
16. TAXES: The College is exempt from the tax levied by the **Kansas Retailers' Sales Tax Act** and the **Compensating Tax Act** for the

reason that KSA 79-3606(c) provides that all sales of tangible personal property or services, including the renting and leasing of tangible personal property, purchased directly by a public or private elementary or secondary school or public or private nonprofit educational institution and used primarily by such school or institution for nonsectarian programs and activities provided or sponsored by such school or institution or in the erection, repair or enlargement of buildings to be used for such purposes.

17. **BINDING EFFECT:** This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.
18. **ASSIGNMENTS:** No Agreement, order, or any interest therein shall be transferred by Contractor to any other party without the approval in writing of the Executive Director of Procurement Services, Johnson County Community College. Transfer of an Agreement without approval may cause the rescission of the transferred Agreement at the option of Johnson County Community College. Notwithstanding any assignment, Contractor shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions of this Agreement.
19. **WAIVER:** No covenant, term or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and then only to the extent of such written consent. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default unless otherwise expressly agreed to in writing.
20. **FORCE MAJEURE:** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
21. **NO JOINT VENTURE:** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment or agency relationship between the parties.
22. **RESERVED..**
23. **NONDISCRIMINATION:** Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.
24. **RESERVED..**
25. **GOVERNING LAW:** This Agreement shall be construed in accordance with, and governed by the laws of the State of Kansas. Any legal proceeding related to this Agreement shall be instituted in the courts of the state of Kansas, and Contractor agrees to submit to the jurisdiction of such court.
26. **PROTECTION OF COLLEGE PROPERTY:** To the extent applicable, Contractors are responsible for protecting flooring, furniture and equipment in contracted work areas. Contractors are responsible for covering Johnson County Community College's property that may be affected by the contractors work. Expectations of the college are; contracted work areas are left in the same condition as when the work began.
27. **RESERVED.**

Instructure Standard Terms and Conditions

This document outlines the standard contractual terms and conditions that apply to the provision of any products or services by Instructure, Inc. ("Instructure") to the entity identified in the Order Form ("Customer"). 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, the Order Form and these Terms are the "Agreement." Instructure and Customer may be referred to herein each as a "party" and together as the "parties."

- 1. Services.** Subject to the terms of this Agreement, Instructure will provide the Service specified in the Order Form. "Service(s)" means the proprietary software as a service offering(s) provided by Instructure and made available through a URL in a hosted environment, together with any other related products and services to be provided by Instructure as described in the Order Form. "User" means an individual who is authorized by the Customer to use the Service and Customer has paid for such use.
- 2. Customer Restrictions and Responsibilities.** Customer is solely responsible for Customer Content and use of the Service by Users. Prior to allowing any User access to the Service, Customer will ensure that such User agrees to be bound by the terms and conditions of Customer's standard network usage agreement, and Customer agrees to reasonably enforce such terms and conditions against such User. Customer further agrees to: (a) maintain the confidentiality and security of passwords, (b) obtain from Users any consents necessary under this Agreement or to allow Instructure to provide the Services, and (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and (d) notify Instructure promptly of any such unauthorized access or use of which it learns. Customer shall not (and shall not permit Users to): (i) sell, rent, lease, lend, sublicense, distribute, or otherwise transfer or provide access to the Service or the Application Program Interface ("API") to any person, firm, or entity except as expressly authorized herein, access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes; (ii) modify, adapt, alter or create derivative works from the Service or the API or to merge the Service or any subpart thereof (including proprietary markings) with other services or software, or (iii) remove or modify any proprietary markings or restrictive legends in the Service.
- 3. Instructure Responsibilities.** 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 then-current standard terms of Instructure's customer support as specified in the Order Form.
- 4. Fees.** As consideration for the subscription to the Service, Customer shall pay all fees ("Fees") set forth in the Order Form. All Fees will be due from Customer within thirty (30) days after receipt of invoice, unless otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay, all sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Except as expressly set forth in this Agreement, all Fees are non-refundable.
- 5. Service Standard.** Instructure will use commercially reasonable efforts to make the 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 fee for a twelve (12) month period. The service credit is calculated by taking the number of hours the Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 the annual subscription fee. If the Customer has been using the Service for less than 365 days, the preceding 365 days will be used, but any days prior to Customer's use of the Service will be deemed to have had 100% availability. Any unavailability occurring prior to a 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 originating from Customer or a User. To the extent permitted by Kansas law, Customer's sole and exclusive remedy for breach of the warranty in this Section 6 will be for Instructure to provide a credit as provided in this Section 6; provided that Customer notifies Instructure in writing of such claim within the applicable month Customer becomes eligible or 30 days after.
- 6. Representations and Warranties.** Instructure warrants that: (a) the functionality or features of the Service and Support may change but will not materially degrade during the Term, and (b) the Service will materially conform to its then current documentation. As Customer's exclusive remedy and Instructure's sole liability for breach of the warranties set forth in this Section 6, (a) Instructure shall correct the non-conforming Service at no additional charge to Customer, or (b) 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. To receive warranty remedies, Customer must promptly report deficiencies in writing to Instructure, but no later than thirty (30) days after the deficiency is identified by Customer. To the extent permitted by Kansas law and EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, 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 THAT THE SERVICE WILL BE UNINTERRUPTED OR BE ERROR-FREE.
- 7. Compliance.** Each party will comply with all applicable laws and regulations (including all applicable export control laws and restrictions) with respect to its activities under this Agreement. Instructure will implement reasonable, administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content.
- 8. Data.** As between Instructure and Customer, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes or other material uploaded by a User through the Service remain the sole property of Customer ("Customer Content"). Instructure may use the Customer Content solely to provide and improve the Services in accordance with this Agreement or Customer's instructions. As between the parties, Instructure owns the aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, survey responses, and reports processed in the Service and the performance results for the Service (the "Aggregated Data"). Nothing herein shall be construed as prohibiting Instructure from utilizing the Aggregated Data, provided that Instructure's use of Aggregated Data will not reveal the identity, whether directly or indirectly, of any User or Customer.
- 9. 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 SERVICES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, 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 15, 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 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. CUSTOMER ACKNOWLEDGES THAT INSTRUCTURE IS NOT RESPONSIBLE FOR THIRD-PARTY SERVICES OR CONTENT MADE AVAILABLE THROUGH THE SERVICE. This section applies only to the extent permitted by Kansas law.

10. Confidentiality. Each party acknowledges that the other party may disclose its Confidential Information to the other in the performance of this Agreement. Accordingly, each party shall: (a) keep the Confidential Information disclosed by the other party 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 who have a need to know and only for the purposes of fulfilling this Agreement, or (e) to the extent required by law. As used herein, "Confidential Information" means information in the possession or under the control of a party of a proprietary nature relating to the technical, marketing, product and/or business affairs or proprietary and trade secret information of that party in oral, graphic, written, electronic or machine readable form. Confidential Information shall not include information that: (a) the receiving party possesses prior to acquiring it from the other, (b) becomes available to the public or trade through no violation by the receiving party of this paragraph, (c) is given to the receiving party by a third party not under a confidentiality obligation to the disclosing party, (d) is developed by the receiving party independently of and without reliance on confidential or proprietary information provided by the disclosing party.

11. 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. Customer shall have no right to use, copy, distribute or create derivative works of the Instructure Intellectual Property except as expressly provided herein. Instructure shall have the right, in its sole discretion, to modify the Instructure Intellectual Property. "Instructure Intellectual Property" means (a) the Service, (b) all improvements, changes, enhancements and components thereof, (c) all other proprietary materials of Instructure and/or its licensors that are delivered, provided or used by Instructure in the course of providing the Service, and (d) all other intellectual property owned by Instructure and all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats and know-how, as well as and any underlying source code and object code related thereto.

12. Feedback. Instructure may send surveys to Users (no more than once each year) to solicit feedback regarding performance of the Service and suggestions for improvements. Such feedback will be stored in anonymous and aggregate form, and may be freely used by Instructure for any business purpose both during and after the Term.

13. 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 13. Either party may terminate this Agreement for the 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. Such termination right shall be in addition to any other rights and remedies that may be available to 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 Services; and (b) in connection with certain aspects of the Service that feature an export function, for a period of 3 months following expiration or termination, Customer may export the Customer Content through the API or by using the export feature within the Service.

14. Suspension of Service. Instructure may monitor the Service for a violation of this Agreement, Instructure's Acceptable Use Policy, and any applicable law or third party rights and may suspend access to the Service and remove applicable Customer Content to the extent and for the duration of any such violation. Instructure will use commercially reasonable efforts to provide notice to Customer in advance of any suspension to the extent practical under the circumstances. Customer agrees that Instructure will not be liable to Customer or a User if Instructure exercises its suspension rights as permitted by this Section 14.

15. Indemnification. 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 misuse of the Service; or (c) Customer's use of the Service in combination with any products, services, or technology provided by a third-party. If such a claim of infringement or misappropriation is made or threatened, Instructure may, in its sole discretion: (i) modify the Service so that it becomes non-infringing; (ii) obtain a license for Customer to continue its use of the Service; or (iii) notwithstanding Instructure's obligation to indemnify hereunder, terminate the Agreement with no liability to Customer along with the return of the unused portion of any prepaid fees. To the extent permitted by Kansas law, Customer will indemnify and defend Instructure from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party regarding: (a) an allegation that the Customer Content infringes or misappropriates the intellectual property right of that third party; or (b) use of the Service by Customer (or any User) in violation of this Agreement, Customer's standard network usage agreement, or the Instructure Accepted Use Policy. 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 of 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 or 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.

16. General. Any notice by a party under this Agreement shall be in writing and either personally delivered, delivered by facsimile or sent via 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 16. 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. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to an email address associated with an account. It is the User's responsibility to ensure that a current email address is associated with their account. All notices shall be in English and shall be 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 Kansas without regard principles of conflict of laws. Instructure is acting in performance of this Agreement as 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 unless otherwise specified in the Agreement. This

Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement. Instructure rejects additional or conflicting terms of any Customer form-purchasing document. Customer shall not assign this Agreement, in whole or in part, to any entity without Instructure's prior written consent. Any attempt to assign this Agreement, in whole or part, in contravention of this Section 16, 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. Upon written authorization from Customer, Instructure may use Customer's name, logo and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies. Any terms that by their nature survive termination or expiration of this agreement, will survive (including, but not limited to, Sections 9, 10, 11, 15 and 16).

JOHNSON COUNTY COMMUNITY COLLEGE

RFP NO. 17-038

Learning Management System

NO. DESCRIPTION

	<u>Blackboard BAFO</u>					
1. Learning Core-SaaS Plus - Option 1 Learning Core - Baseline Services - Training Cost for BB *Optional ** 5 Yr. Total includes Training	Year 1 <u>\$137,796.00</u> \$43,800.00 <u>\$181,596.00</u>	Year 2 <u>\$141,929.88</u>	Year 3 <u>\$141,768.48</u>	Year 4 <u>\$146,216.16</u>	Year 5 <u>\$147,678.32</u>	5 Yr. Total <u>\$762,188.84 **</u>
2. Learning Core-SaaS Plus (Collaborate, Training included) - Option 2	\$177,286.00	\$182,604.58	\$186,256.67	\$188,119.24	\$190,000.43	\$924,266.92
3. Learning Core-SaaS Plus (Collaborate, Analytics for Learn, Outcomes, Training included) - Option 3	\$280,250.00	\$288,657.50	\$294,430.65	\$297,374.96	\$300,348.71	\$1,461,961.82
4. Ally License *Optional	\$2,000.00	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00	\$90,000.00
5. eLearning Accessibility Services *Optional one time fee		\$48,000.00				
6. Migration "White Glove" services for conversions in bulk \$190 - \$90 per course						
7. Cost of Running D2L in Parallel	<u>\$96,777.00</u> Option 1 <u>\$278,373.00</u>					\$858,965.84 **
	Option 2 <u>\$274,063.00</u>					\$1,021,043.92
	Option 3 <u>\$377,027.00</u>					\$1,557,838.82

NO. DESCRIPTION

	<u>Instruction(Canvas) BAFO</u>					
1. Canvas Cloud Subscription(FTE) Custom URL(\$1,500/yr) Required? 24x7 Support(20% subscription) *Optional 1 Tier 1 Support(User) *Optional 2	Year 1 <u>\$77,665.50</u> \$1,500.00 <u>\$15,533.10</u> \$40,271.00	Year 2 <u>\$159,990.93</u> \$1,500.00 <u>\$31,998.19</u> \$40,271.00	Year 3 <u>\$164,790.66</u> \$1,500.00 <u>\$32,958.13</u> \$40,271.00	Year 4 <u>\$169,734.38</u> \$1,500.00 <u>\$33,946.88</u> \$40,271.00	Year 5 <u>\$174,826.41</u> \$1,500.00 <u>\$34,965.28</u> \$40,271.00	5 Yr. Sub Totals <u>\$747,007.88</u> \$7,500.00 <u>\$149,401.58</u> \$201,355.00
2. Standard Implementation Required?		\$12,000.00				
3. Tier 1 Support Setup *Optional w/Tier 1		\$500.00				5 Yr. Totals
	Year \$ + URL + Std Imp Year \$ + URL + Std Imp + 24x7 Support Year \$ + URL + Std Imp + 24x7 + Tier 1 (Setup)Support	<u>\$91,165.50</u> <u>\$106,698.60</u> <u>\$147,469.60</u>	<u>\$161,490.93</u> <u>\$193,489.12</u> <u>\$233,760.12</u>	<u>\$166,290.66</u> <u>\$199,248.79</u> <u>\$239,519.79</u>	<u>\$171,334.38</u> <u>\$205,181.26</u> <u>\$245,452.26</u>	<u>\$176,326.41</u> <u>\$211,291.69</u> <u>\$251,562.69</u>
4. ARC Cost (12,522 FTE x \$4.00) * Optional 3		\$50,088.00	\$50,088.00	\$50,088.00	\$50,088.00	\$250,440.00
5. ARC Implementataion		\$2,500.00				
6. Cost of Running D2L in Parallel	<u>\$96,777.00</u> Option 1 <u>\$187,942.50</u>					\$863,284.88
	Option 2 <u>\$203,475.60</u>					\$1,012,686.46
	Option 3 <u>\$244,246.60</u>					\$1,214,541.46

NO. DESCRIPTION

	<u>Desire 2 Learn (D2L) BAFO</u>					
1. Brightspace Learning Environment	Year 1 <u>\$127,000.00</u>	Year 2 <u>\$130,810.00</u>	Year 3 <u>\$134,734.30</u>	Year 4 <u>\$138,776.33</u>	Year 5 <u>\$142,939.62</u>	5 Yr. Total <u>\$674,260.25</u>
2. Basic End User Support - *Optional (Includes email and chat support for students & faculty)	\$10,160.00	\$10,646.80	\$10,778.74	\$11,102.11	\$11,435.17	\$54,122.82
3. Standard End User Support - *Optional (includes telephone, email, and chat support for students & faculty)	\$16,510.00	\$17,005.30	\$17,515.46	\$18,040.92	\$18,582.15	\$87,653.83
4. Video Assignments - Premium *Optional						
5. Virtual Classroom (YouSeeU) - Premium *Optional						

INSTRUCTURE

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

Services Order Form

Order #: Q-38534-1
Date: 8/11/2017

Customer Information

Customer:	Johnson County Community College	Billing Contact:	
Contact:	Gary Cromer	Billing Phone:	
Phone:	(913) 469-8500	Billing Email:	
Email:	gcromer@jccc.edu	P.O. Required?	<i>yes</i>
Address:	12345 College Blvd	P.O. Number:	<i>P1800066 & P1800438 1c</i>
City:	Overland Park	State	Sales Tax Exempt?
State/Province:	Kansas		
Zip/Postal Code:	66210		
Country:	United States		

Recurring							
Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	8/1/2017	7/31/2018	11,506	USD 6.75	USD 77,666
Basic Support	Included	Support	8/1/2017	7/31/2018	1	USD 0.00	USD 0
Custom URL	\$1,500 (Per Year)	Subscription Add-ons	8/1/2017	7/31/2018	1	USD 1,500.00	USD 1,500
Year 1 Sub-Total							USD 79,166
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	8/1/2018	7/31/2019	11,506	USD 13.90	USD 159,933
Basic Support	Included	Support	8/1/2018	7/31/2019	1	USD 0.00	USD 0
Custom URL	\$1,500 (Per Year)	Subscription Add-ons	8/1/2018	7/31/2019	1	USD 1,500.00	USD 1,500
Year 2 Sub-Total							USD 161,433
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	8/1/2019	7/31/2020	11,506	USD 14.32	USD 164,766
Basic Support	Included	Support	8/1/2019	7/31/2020	1	USD 0.00	USD 0
Custom URL	\$1,500 (Per Year)	Subscription Add-ons	8/1/2019	7/31/2020	1	USD 1,500.00	USD 1,500
Year 3 Sub-Total							USD 166,266
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	8/1/2020	7/31/2021	11,506	USD 14.75	USD 169,714

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Basic Support	Included	Support	8/1/2020	7/31/2021	1	USD 0.00	USD 0
Custom URL	\$1,500 (Per Year)	Subscription Add-ons	8/1/2020	7/31/2021	1	USD 1,500.00	USD 1,500
Year 4 Sub-Total							USD 171,214
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	8/1/2021	7/31/2022	11,506	USD 15.20	USD 174,891
Basic Support	Included	Support	8/1/2021	7/31/2022	1	USD 0.00	USD 0
Custom URL	\$1,500 (Per Year)	Subscription Add-ons	8/1/2021	7/31/2022	1	USD 1,500.00	USD 1,500
Year 5 Sub-Total							USD 176,391
Total							USD 754,470

Non-Recurring

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Enhanced Implementation	Per Implementation	Implementation			1	USD 24,000.00	USD 24,000
Year 1 Sub-Total							USD 24,000
Total							USD 24,000

Grand Total:

USD 778,470.00



Canvas

Deliverables

Access to unlimited instructor-led online training for up to 20 named users from Effective Date until the earlier of 12 months after subscription start date or the last date of the contracted subscription.

Access to guides, public courses, and best practices documentation.
Documented best practices for driving high Canvas adoption and usage.

Migration of up to 1,000 courses from currently supported formats*. For content that is not supported, Instructure will provide best practices on how to migrate into Canvas, if available.
The following content packages are supported for bulk import into Canvas: Angel, Blackboard 6/7/8/9, Blackboard Vista/CE, WebCT 6+ Course, Common Cartridge 1.0/1.1/1.2/1.3 Package, D2L, Moodle 1.9/2.x.zip files.

1 Day onsite training inclusive of all costs. Institutions choose from a variety of hands-on workshop and presentation topics to create a personalized training agenda. A typical day includes six hours of training.

Implementation Consultant to take a remote project management role by providing a customized project plan, assigning resources to tasks, identifying critical path, and scheduling regular project check-in calls with client staff.
Customized project plan to complete all tasks in ten to twelve weeks. May extend to a total of 24 weeks as necessary to accommodate institutional needs and resource availability.
Internal marketing to drive adoption.

Canvas FTE**Description**

FTE means the number of full-time equivalent students calculated in accordance with the definition published by the Integrated Postsecondary Education Data System.

Canvas FTE Data Storage**Description**

500 MB/subscription metric (FTE/User/Enrollment) of storage is included in the annual subscription fee. Additional storage can be purchased for \$0.50 per 500 MB per total subscription metric count.

Duration: Instructure will commence the provision of support, subscription training and cloud subscription services on the date that is the later of: (i) ninety days prior to the Start Date; and (ii) the date of the last signature on this Order Form ("Effective Date"). This order begins on the initial date listed above under Term, and continues until the last date listed above, unless sooner terminated under the Agreement. If Customer has purchased any third-party content under this order form, that content will be made available on the start date listed above.

Opt-Out: Customer has the option to cancel remaining years listed on the Order Form each year on the contract by providing written notification to Instructure no later than 60 days prior to the end of Year 1 and each subsequent year thereafter. Any prepaid amounts to Instructure will not be refunded.

Miscellaneous: In connection with certain services, Instructure shall provide Customer access to its application-programming interface ("API") for no additional fee. Usage and access to the API will be subject to the Instructure API Policy, as may be updated by Instructure from time to time.

Instructure's support terms can be found at:

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

Bridge: <https://www.getbridge.com/support-terms>

The price associated with the order form is only available if executed no later than **9/30/2017**

Notes

This order form supersedes the previously signed order form, Q-37664-2, on **07/26/2017**.

Payment Terms: Customer agrees to pay to Instructure the applicable fees set forth on this order form. For any Year 1 recurring costs, training and implementation fees, Customer must pay such amount to Instructure Net 30 on the date of this order. For each subsequent term, Instructure will invoice Customer 30 days prior to the beginning of such term and Customer must pay such invoice within 30 days of receipt. Trainings will expire at 12 months from the later of the contract start date or the subscription start date, specific to this order form, unless otherwise specified by other start and end dates in the order above. All other contract items subject to expiration will be billed 30 days prior to expiration and due subject to standard payment terms unless otherwise explicitly stated elsewhere in this agreement.

By executing this order form below, each party indicates that it agrees to be **legally** bound by this order form, including the attached terms and conditions or terms and conditions of the Customer's initial order form which govern this order form.

Johnson County Community College

Signature:	<u>Gary Cromer</u>
Name:	<u>Gary Cromer</u>
Title:	<u>Senior Buyer</u>
Date:	<u>3/14/17</u>

Instructure, Inc.

Signature:	
Name:	
Title:	
Date:	

INSTRUCTURE

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

Services Order Form

Order #: Q-38845-2

Date: 6/31/2017

Customer Information

Customer:	Johnson County Community College	Billing Contact:
Contact:	Gary Cromer	Billing Phone:
Phone:	(913) 469-8500	Billing Email:
Email:	gromer@jccc.edu	
Address:	12345 College Blvd	P.O. Required?
City:	Overland Park	P.O. Number: P1800757
State/Province:	Kansas	
Zip/Postal Code:	66210	
Country:	United States	State Sales Tax Exempt?

Recurring

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Canvas Cloud Subscription	User	Cloud SaaS Subscription	9/1/2017	7/31/2018	500	USD 9.17	USD 4,585
Year 1 Sub-Total							USD 4,585
Total							USD 4,585

Non-Recurring

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Additional Canvas Instance	Per Additional Instance	Professional Services			1	USD 1,500.00	USD 1,500
Year 1 Sub-Total							USD 1,500
Total							USD 1,500

Grand Total: USD 6,085.00



Canvas User**Description**

User means a part-time or full-time student, teacher, or administrator of Customer's institution, which is authorized by Customer to use the Service with a login credential.

Canvas User Data Storage**Description**

500 MB/subscription metric (FTE/User/Enrollment) of storage is included in the annual subscription fee. Additional storage can be purchased for \$0.50 per 500 MB per total subscription metric count.

Duration: Instructure will commence the provision of support, **subscription** training and cloud subscription services on the date that is the later of: (i) ninety days prior to the Start Date; and (ii) the date of the last signature on this Order Form ("Effective Date"). This order **begins** on the initial date listed above under Term, and continues until the last date listed above, unless sooner terminated under the **Agreement**. If Customer has purchased any third-party content under this order form, that content will be made available on the start date listed above.

Miscellaneous: In connection with certain services, Instructure shall provide Customer access to its **application-programming** interface ("**API**") for no additional fee. Usage and access to the API will be subject to the Instructure API Policy, as may be updated by Instructure from time to time.

Instructure's support terms can be found at:

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

Bridge: <https://www.getbridge.com/support-terms>

The price associated with the order form is only available if executed no later than **9/30/2017**

Notes

Payment Terms: Customer agrees to pay to Instructure the applicable fees set forth on this order form. For any Year 1 **recurring** costs, training and implementation fees, Customer must pay such amount to Instructure Net 30 on the date of this order. For each subsequent term, Instructure will invoice Customer 30 days prior to the beginning of such term and Customer must pay such invoice within 30 days of receipt. Trainings will expire at 12 months from the later of the contract start date or the subscription start date, specific to this order form, unless otherwise specified by other start and end dates in the order above. All other contract items subject to expiration will be billed 30 days prior to expiration and due subject to standard payment terms unless otherwise explicitly stated elsewhere in this agreement.

By executing this order form below, each party indicates that it **agrees** to be legally bound by this order form, including the attached terms and conditions or terms and conditions of the Customer's initial order form which govern this order form.

Johnson County Community College

Signature:	<u>Gary Cromer</u>
Name:	<u>Gary Cromer</u>
Title:	<u>Senior Buyer</u>
Date:	<u>9/1/2017</u>

Instructure, Inc.

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

JOHNSON COUNTY COMMUNITY COLLEGE REQUEST FOR PROPOSALS NO. 17-038
ATTACHMENT A
PROPOSAL RESPONSE CERTIFICATION

December 19, 2016

DATE

The undersigned, as Proposer, declares that they have read the Request for Proposals, and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that addenda numbers ____ to ____ have been received and were examined as part of the RFP document. Furthermore, the undersigned affirms that the original Request for Proposals document has not been altered in any way.

Instructure, Inc.	26-3505687
Name of Firm	Tax ID Number
Mathew Searle	Carli Tegtmeier
Printed Name of Authorized Individual of Firm	Name of Primary Contact for Firm
 **	carli@instructure.com
Signature of Authorized Individual of Firm	Email Address for Primary Contact
Senior Finance Manager	800-203-6755 / 888-213-3894
Title of Authorized Individual of Firm	Telephone / Fax Number
6330 S. 3000 E. Suite 700	
Street Address	Deleware
Salt Lake City, UT 84121	State of Incorporation
City, State, Zip	

Business Classification Type (Please check mark if applicable):

- | | |
|---|--|
| <input type="checkbox"/> Minority Business Enterprise (MBE) | <input type="checkbox"/> Women-Owned Business Enterprise (WBE) |
| <input type="checkbox"/> Small Business Enterprise (SBE) | <input type="checkbox"/> Small Disadvantaged Business Enterprise (DBE) |
| <input type="checkbox"/> Disabled Veteran-Owned Business (DVBE) | <input type="checkbox"/> Veteran-Owned Business Enterprise (VBE) |
| <input type="checkbox"/> HUBZone Business Enterprise (HUB) | <input type="checkbox"/> 8a Designation |

Business Classification Type is used for tracking purposes, not as criteria for award.

Please indicate how you were notified or became aware of this RFP:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Invited by JCCC to Submit Proposal | <input type="checkbox"/> JCCC Procurement Services Web Site |
| <input type="checkbox"/> Newspaper Ad | <input type="checkbox"/> Received Notice from JCCC Via Twitter |
| <input type="checkbox"/> Received Notice From Entity Other Than JCCC (Please Specify) _____ | |

** Please note that while Instructure, Inc. is signing this document, there are conditions within the contract that we cannot agree to. As such, should we be awarded the contract we will negotiate in good faith. Please refer to our Disclaimer and Terms and Conditions for more information.

MAKES TEACHING
AND LEARNING EASIER



canvas

www. | CanvasLMS.com

Response to:

REQUEST FOR PROPOSALS #17-038

Johnson County Community College

Submitted by:

Instructure, Inc.

December 22, 2016

December 22, 2016

Johnson County Community College
12345 College Blvd.
Overland Park, KS 66210-1299

Dear Johnson County Community College

Instructure is pleased to respond to Johnson County Community College's Request for Proposals for a Learning Management System.

We are proposing Canvas, our highly intuitive, scalable, extensible, cloud-native education technology platform and advanced LMS with integrated Web 2.0 tools and services. Canvas is accessible anytime, anywhere via web browsers or mobile devices such as smart phones and tablets.

Over 2,000 universities, colleges, school districts, and corporations worldwide have chosen Canvas for their LMS because of the usability and power of Canvas's teaching and learning toolset and Instructure's innovative corporate vision and strong client support services.

If you have any questions or require additional information, please feel free to contact me.
Thank you!

Sincerely,



Carli Tegtmeier | Regional Director, West/Midwest
E: carli@instructure.com
O: [\(801\) 869-5088](tel:(801)869-5088)
M: [\(801\) 971-6261](tel:(801)971-6261)

Background and History

Describe the company, organization, officers or partners, number of employees, and operating policies that would affect this Agreement. State the number of years your organization has been continuously engaged in business and location of offices. If the response includes subcontractors, identify the role and responsibility of each firm, and if the team has successfully implemented and maintained similar systems.

Instructure, Inc. was incorporated in 2008 and provides innovative, cloud-based learning management platforms for academic institutions and companies worldwide.

Instructure's co-founders Brian Whitmer and Devlin Daley were fellow graduate students in the Computer Science Department of Brigham Young University. It was apparent to Brian and Devlin that the legacy LMS at their university was not keeping pace with the new tools, services, and technologies that were widely available on the web, the logical platform for an LMS. Educational technology, they reasoned, should be in the forefront of innovation, not ten years behind it.

Brian and Devlin began collaborating with more than a dozen universities and colleges nationwide to design an advanced LMS platform that would offer all of the features and functionality required for effective instruction development and delivery while also providing an intuitive and easy-to-use work environment. For over a year, Brian and Devlin met with administrators, instructional designers, instructors, and students to identify, document, and refine what each group needed most in a state-of-the-art LMS. By mid-2009, Instructure had successfully completed the pilot of its innovative, industry-changing LMS: Canvas.

With its official market launch in January 2010, Canvas set a new, open standard for education technology as the only true, native cloud LMS. Canvas is entirely accessible by standard web browsers and leverages popular social media services such as Twitter, Google Doc, YouTube, and Flickr.

In February 2011, Instructure announced that Canvas would be available to all users as an open source LMS, giving individuals, schools, and institutions open access to the source code. The open source code for Canvas is freely available at Instructure's technology page at <https://github.com/instructure/canvas-lms>.

In 2013, Instructure announced the integrated Canvas App Center with "one-click" installation of IMS Learning Tools Interoperability (LTI) compliant tools and services. The Canvas App Center (<http://www.eduappcenter.com>) is rapidly-growing app library with over 200 apps providing interactive resources, content repositories, assessment tools, social media, and other digital learning and teaching resources.

In 2014, Instructure launched Canvas Catalog, a white-label, web-based course catalog and registration system that enables organizations to build and maintain a branded marketplace for their online course offerings.

To better meet the needs of the corporate market, we also leveraged our platform to develop Bridge, which launched in February 2015. Bridge is designed to enable corporate customers to deliver impactful learning to accelerate employee progress and address the unique development needs of their workforce.

In December 2015 Instructure announced it would be releasing Arc. Arc is a video platform which streamlines management of video assets for organizations expanding their education resources. Arc also empowers learners to collaborate with each other and to interact with content by allowing them to share, comment and give feedback within the video timeline. Instructure anticipates the public release of Arc in 2016. Available currently in beta for Instructure's Canvas customers, the Arc video platform is expected to be open to enable integrations with Bridge and other interested third-party technologies in the future.

With over 700 employees worldwide and led by our CEO Josh Coates, our corporate headquarters is located in Salt Lake City, UT. Instructure also has offices located in Chicago, Illinois and Seattle, Washington for certain research and development functions. We maintain our international headquarters in London, England with sales offices in Australia, Hong Kong, and Sao Paulo, Brazil.

Financial Stability

**REDACTED -
CONFIDENTIAL**

Experience and Support

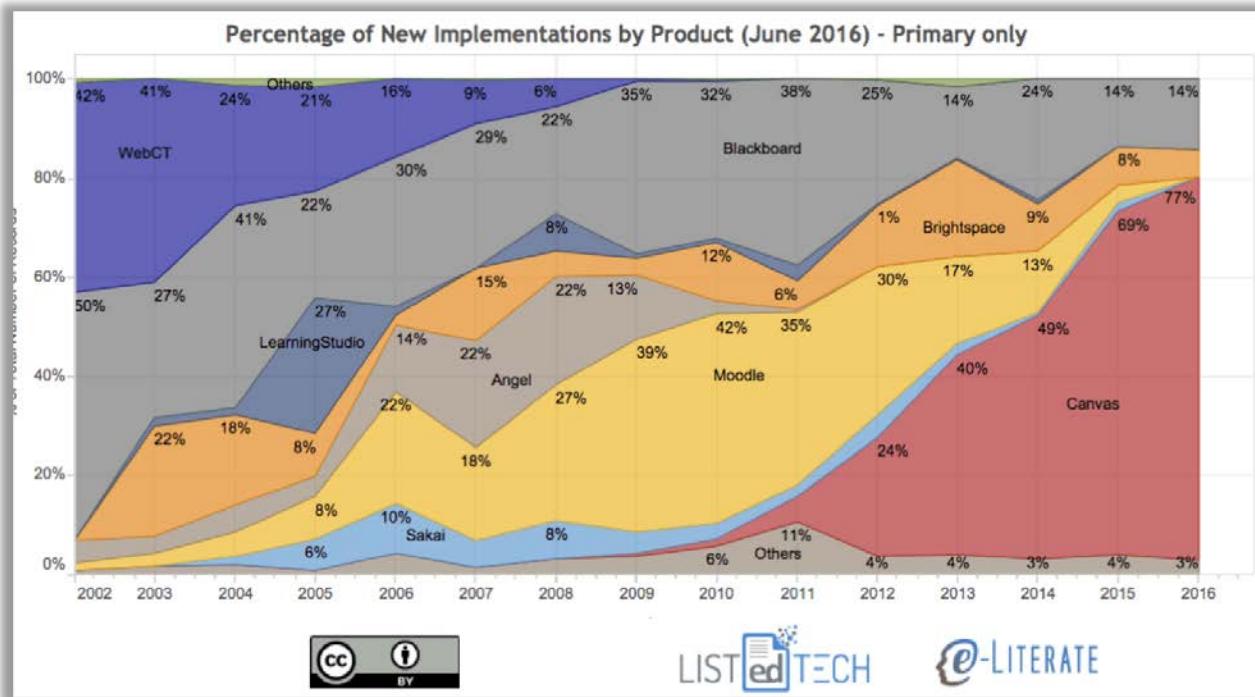
Describe Proposer's experience in performing the services requested in the RFP. Please include names and resumes of key personnel. Provide anticipated start dates for implementation and information on key personnel and description of roles. Also include key personnel's experiences with this specific type of proposed system and other relevant experience.

Instructure, Inc. was incorporated in 2008 and provides innovative, cloud-based learning management platforms for academic institutions and companies worldwide. We built our learning management applications, Canvas, for the education market, and Bridge, for the corporate market, to enable our customers to easily develop, deliver, and manage engaging face-to-face and online learning experiences. Our platform combines powerful, elegant and easy-to-use functionality with the reliability, security, scalability and support required by our customers.

We develop software that millions of students, teachers, and employees use to help achieve their education and learning goals. Our applications enhance academic and corporate learning by providing an engaging, easy-to-use platform for teachers and learners, enabling frequent and open interactions, streamlining workflow, and allowing the creation and sharing of content with anytime, anywhere access to information. Our platform runs on a modern, cloud-based architecture that enables users to teach, learn, and engage across a wide variety of application environments, operating systems, devices and locations at any time. Our open standards allow for integration with third-party publishers and software providers to deliver additional learning content and applications. Our platform also provides data analytics capabilities enabling real-time reaction to information and benchmarking in order to personalize curricula and increase the efficacy of the learning process.

We offer our platform through a Software-as-a-Service, or SaaS, business model. Customers can rapidly deploy our applications with minimal upfront implementation. Customers also benefit from automatic software updates with virtually no downtime. Our SaaS business model substantially reduces the need for our customers to buy and support a broad range of IT infrastructure, and significantly reduces the cost, complexity, and disruptions associated with implementations and upgrades of on-premise software.

We launched Canvas in February 2011 and have experienced rapid customer adoption in the education market. In addition, nearly 100 corporate customers have implemented Canvas in order to deliver a more effective, simple way for their employees to learn. To better meet the needs of the corporate market, we leveraged our platform to develop Bridge, which launched in February 2015. As of March 2016, we had more than 2,000 customers, representing colleges, universities, K-12 school districts, and companies in more than 45 countries.



The following lists major key personnel that will conduct the institution's project:

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Experience with Higher Education Projects

Describe Proposer's experience performing the services requested in the RFP for higher education in the past ten years. Include name of institution, system modules implemented and maintained, cost, and type system/name. Please provide details on your most successful higher education-type system in the past five (5) years.

Canvas was created by two graduate students, who used their university's LMS as both students and TA instructors. They were frustrated by outdated technology, downtime and slow time, poor customer service, and a generally non-intuitive user experience. They built Canvas, which officially launched in 2011, and has grown quickly ever since. Leading edu-tech commentators, Michael Feldstein and Phil Hill at e-Literate, teamed with the data science team at ListedTech.com to create the below graph showing that Canvas currently accounts for approximately 80% of US and Canada higher education LMS implementations.

The high percentage of national Canvas adoptions also holds true in the state of Kansas and neighboring states, with many successful implementations including Hutchinson Community College, Butler Community College, Hawkeye Community College, and many more.

We have designed Canvas to be not only easy to use, but also easy to implement. As a result, we have a rapidly growing user community of successful higher-education implementations. We are providing details on one of those very successful implementations as Auburn University. The following pages show information about that implementation.

Canvas and the CAP program at Auburn University

CAP implements Canvas in three weeks after faculty demand access



AUBURN
UNIVERSITY

“We wanted a modern system—something intuitive that would allow students to easily navigate through the courses.”

— Troy Hahn
CAP Director of IT
Auburn University

Auburn Favorite Features:

- Easy and intuitive
- Requires little or no training
- Simple course creation for instructors, instructional designers or techs
- On-demand video/audio
- Online test taking
- Communication between students and staff
- Gradebook
- Personal audio/video messages to students
- Student-centered learning
- Available 24/7

The Challenge

Every semester Dr. Leonard Lovshin teaches 250 students from around the world in Auburn University’s Certification for Aquaculture Professionals (CAP) program. Grading biweekly exams for that many students in so many time zones was such a massive burden that he eventually quit. “With no efficient way to grade tests, I fell further and further behind and became increasingly frustrated—as did my waiting students,” Lovshin said.

And he wasn’t the only one frustrated with Auburn’s learning management system. Many complained about Blackboard WebCT’s “chunkiness” and outdated feel, said Troy Hahn, CAP’s IT director. “Our LMS was in the Dark Ages.” Particularly bothersome was Blackboard’s inability to handle the demands of distance learning, which CAP was on the verge of expanding globally. The program’s success hinged on the performance of its LMS.

The Decision

Hahn and CAP Director Antonio Garza began searching for a better one. “We wanted a modern system—something intuitive that would allow students to easily navigate through the courses,” Hahn said. “We needed to make a change, and we needed to make it quickly.”

When Instructure demonstrated its Canvas LMS, Hahn says, CAP instructors wanted to begin using it that very day.

The CAP team had found what they were looking for, but there was just one problem. The semester would begin in three weeks. Canvas had never been implemented that quickly, and there was a lot of work to do. Hahn’s team developed a strict

Canvas & the CAP Program at Auburn University

“The difference between Canvas and the old LMS is like the difference between an iPod and a record player.”

— CAP Student
Auburn University



Implementation Timeline

Week 1:

- Auburn IT staff explored Canvas Open Source
- Reviewed help documents
- Determined what functionalities Canvas offered and which CAP needed
- Received access to CAP’s version of Canvas
- Began testing modules and functions
- Began work on Spanish translation

Week 2:

- Uploaded 30 gigabytes of content from previous LMS
- Learned and tested Canvas’ online testing function
- Set up forums
- Continued testing modules

Week 3:

- Finalized module order
- Created help documents
- Created custom log-in page
- Neared completion of Spanish translations

timeline to migrate their existing information to the Canvas platform and then to learn, customize and test the solution’s functionalities. “Everyone had to be on board and willing to work with the rapid implementation: IT staff, instructors, the university, as well as Instructure,” said Hahn. “It required everyone’s help to get it done in such a short timeframe.”

The Result

As Hahn’s team plunged into the work, they were inundated with demands from impatient instructors asking for access to Canvas. When faculty members were allowed in, they eagerly explored the system, pushing ahead of the IT group. The instructors found Canvas so user-friendly that they worked out most functions on their own.

Canvas’ online testing function was a favorite of the faculty, permitting them to create quizzes from scratch or a bank of questions, using a variety of formats and question types.

Professor Lovshin was ecstatic. Canvas allowed him to re-engage with students, giving them timely grades and feedback.

“We knew it was a huge paradigm shift, so we were excited when we saw how thrilled the faculty was with Canvas and how eager instructors were to start teaching with it,” Hahn said.

Although the implementation was swift and arduous, Canvas was up and running on time. Faculty and staff now have new methods for teaching across the globe, and students are thrilled with their new LMS.

One summed up the change this way: “I’m beyond shocked at the magnificent changes that have been made to the program’s interface. You listened to our concerns. We are excited to finish the program.”

As the CAP program continues to expand, Canvas is living up to expectations and growing alongside it. Canvas’ success helped to promote CAP’s certification program internationally. What’s more, Auburn is also adopting Canvas across the university.



canvas

Visit us at www.CanvasLMS.com

Call us at **1 (800) 203 6755**

Products/Services Costs & Preliminary System Schedule

Include itemized costs for implementation, all modules/components and features that are in the proposal. Costs should be identified as one-time or continuing. Provide breakdown of annual costs over the five (5) year period. Upload Itemized Services Cost document in Pricing Documents Section of the Proposal bid tab.

Please refer to the attached document in the eBidexchange system.

Insurance

In addition to the General Requirements specified in Section 5-9.g., Proposer shall include evidence of existing insurance coverage consistent with those specified under Contractor's Insurance in Section 5-9.

Please refer to the Evidence of Insurance provided in the eBidexchange system.

Proposer Exceptions

Describe any exceptions to the terms and conditions contained within this document. Add comments about the project of concern to the Proposer. Upload Exceptions document in RFI Documents Section.

Instructure may desire to add language to the included provisions, and should the contract be awarded we will negotiate terms and provisions in good faith. Please refer to Appendix A for Instructure's Exceptions and Terms and Conditions.

References

Provide a minimum of three (3) references of similar proposed Learning Management Systems, including business relationship with each reference, contact names, addresses, and phone numbers for whom Proposer is providing or has provided similar services. Please include the names and locations of each system with a brief synopsis of the program/scope of work your firm. Include a listing of key personnel that provided service on the referenced systems that will be included on the proposed system. Upload References document in RFI Documents Section.

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The following table lists the roles and responsibilities for the Canvas personnel which would be involved in Implementation:

Project Role	Responsibilities
Customer Success Manager (CSM)	Your advocate and primary contact for life Ongoing availability Helps you define and execute an adoption plan for Canvas Post-implementation contact for all things Canvas
Implementation Consultant (IC)	Your Canvas technical contact during implementation Available for technical implementation Provides consultation on technical tasks relating to SIS integration, authentication, content migration, branding, and account configuration Offers ideas and best practices on integrating Canvas into your existing processes
Canvas Support	Your ongoing support contact for Canvas Ongoing availability (based on your support package) Contact for support-related issues, questions, and bugs
Canvas Trainers	Your ongoing Canvas training specialists Ongoing availability based on training subscription Provides training on a wide-range of Canvas topics
Migration Specialist	Your subject matter expert for your content migration project Available for bulk migration, white-glove migration, or other migration package purchases Provides guidance on importing legacy content into Canvas

	Manages resources at Canvas to accommodate your migration timelines
	Your technical contact for your custom development project Available for custom development projects
Solutions Consultant	Scopes custom development works and organizes resources at Canvas to accommodate your project timelines Provides regular status updates on the progress of custom development projects

Questions from Attachment C - RFP 17-038

1 Do you provide migration of content from our D2L LMS to your LMS? (If so describe the process.)

Yes. In addition to migration services provided with our Implementation Services packages (up to 1000 courses with the Enhanced implementation package and up to 5000 with the Premium implementation package), Instructure also offers three à la carte migration services options to choose from to best meet your specific course content migration requirements.

Option 1: Bulk Migration (Bulk File Transfer)

Instructure runs a proprietary migration processor to bulk import and organize supported course content into Canvas. Because this is machine-based, results vary based on the source content type and organization. If desired, for an additional fee Instructure's professional services team may be contracted to improve the machine learning used and produce better results as long as the changes benefit all other migration customers.

- Instructure provides:
- Client provides:

Option 1: Timing

Bulk migrations are scheduled based on a first-come, first-served basis. They can take anywhere from a few hours to several weeks depending on the number of courses being migrated and the original file format.

Option 1: Pricing

- \$1,000 minimum (covers up to 1,000 courses)
- \$1 per course beyond the first 1,000

Option 2: White Glove Migration

Instructure also provides a manual white glove migration cleanup. This service can be used in many ways and should be detailed in full after a discovery process (discussed below). This is offered to both customers who would like additional cleanup with the bulk migration as well as customers whose legacy LMS does not include content export functionality. Once the client has provided access to the legacy LMS, Instructure can:

- Perform a bulk migration of course content or manual copy and paste from the legacy LMS
- Complete the basic automation cleanup (where applicable)
- Model the Canvas course after the legacy LMS version, including additional cleanup and migration verification (ensuring all data was successfully transferred)

- Spend additional time on copying quiz questions to ensure quality
- Make slight organizational and/or design changes* to ensure the course is best fit with Canvas
- Provide any additional migration services requested by the client and agreed upon prior to commencement

**Please note that Instructure will not create new content or edit previous content created by the instructor with the migration service.*

Pricing for this service is based on a discovery process:

- There is a flat rate fee of \$500 for 5 hours of white glove discovery work
- The client and content migration specialist will discuss how this time should be used. Here are several examples of use:
 - Migration consultation involving finding common migration issues and what can be done to fix them
 - Demonstration of cleanup work done on discussed aspects of the course(s)
- Demonstration of manual migration service of copying and pasting content
- Once the work is complete, Instructure will send a Statement of Work detailing agreed migration items as well as pricing information if necessary

Option 2: Pricing

\$95 per hour of white glove service, billed at a per course rate

Option 3: Canvas Manual Migration Service

For legacy LMSs for which Canvas has no bulk-migration options, Instructure's data migration team can manually migrate course content, including copy-and-paste level work. The migration consists of both the manual migration of content along with one of the White Glove service levels listed above.

Option 3: Pricing

The pricing is the same as the White Glove service (\$55 - \$100 per hour for Basic or Advanced depending on volume and detail) and can take as little as 5 hours and as much as 30 hours extra per course for the manual migration portion depending on size, page-load speeds, organization, and other factors.

Process

Because Option 2 and Option 3 require manual work that varies in time spent, the migration will occur in two phases.

Phase 1

1. The client will provide Instructure with 2-5 courses that represent the look and feel, size, and content of the migration.

2. Instructure's Data Migration team will migrate those 2-5 courses according to the agreed upon service level.
3. Time spent per course will be tracked by the Migration team.

Phase 2

1. Instructure will take the average time spent per course in Phase 1 and quote the remaining courses based on this average and agreed upon service level.
2. Client will provide the remaining course exports for migration. The courses may be migrated all at once or in batches, depending on client needs.
3. Client will be invoiced once migration is complete or with each batch completion. The amount per course will be the average time spent per course in Phase 1 multiplied by the rate per hour according to the service level purchased.

2 Can you merge course sections together? (If so describe the process.)

Yes. Canvas supports combining (cross-listing as well as de-cross-listing) of multiple course sections via the Settings tool in the Canvas interface as well as via the Canvas/SIS integration. Cross-listing enables users to create a section in one account and then move it to a course on a different account.

3 Can instructors create course backups for their personal storage? (If so, describe the process)

Yes. Courses can be downloaded as an ePub file for offline viewing and/or storage and then viewed as desired. Please note that these files will be read-only files. Courses can also be exported as common cartridge files.

4 How does the LMS provide support for departmental collections of resources (course templates, outcomes, rubrics and test banks)?

Yes, by utilizing Canvas Commons, Canvas's Learning Object Repository. With Commons, teachers can share, store, find, and import entire courses, modules, assignments, discussions, quizzes, pages, and document files. Visibility for learning objects can be set to user-only, College-wide, consortiums, groups, or public. Commons tagging and categorizing capabilities allow users to organize content by discipline, grade-level, outcomes, and more.

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Canvas Commons LOR Homepage

Individual outcomes, rubrics, and test banks are also easily shared through subaccounts in Canvas. Each instructor within a subaccount can be granted access to individual outcomes, rubrics, and test banks made available by administrators.

5 How does the LMS support the use of non Departments & Organizations?)

-course related campus g

Canvas groups, such as clubs, departments, etc., outside courses requires an administrator to create and invite individuals into those groups. Once created, groups can also be set up with additional moderators or administrators who can invite individuals into the group. Groups can be global and have members from the entire Canvas community of the institution or can be limited to only users enrolled in a particular course. Group Categories can be defined to organize and identify related groups.

6 Can the LMS provide open enrollment into these campus groups?

Groups within courses can be set up with the open enrollment option to students within the course. Campus-wide groups would require that a Canvas admin or the individual(s) given the appropriate permissions within that group to monitor group members grant access to student who would like to join.

7 Does the LMS have a Learning Object Repository (LOR)? (Please list on pricing sheet)

Yes. As explained in question 4, Canvas Commons is Canvas's LOR, and is included with a Canvas subscription.

8 Are there administrative settings that lock down the look and feel of the user interface?

On a course-by-course basis, instructors and course designers can reorder and even remove course tool navigation menu entries using the Navigation feature in the Course Settings tool. Institutions can maintain and reuse master/template courses and course content to establish institution-, department-, and program-level customizations and preferences.

Institutions can administratively update the branding of their Canvas account and subaccounts using the integrated Theme Editor as well as create multiple theme templates per account/sub-account. In addition to the use of course templates that can be shared at any organizational level, Canvas provides the ability to brand the Canvas interface while still preserving the overall look and feel to provide a consistent user experience and user view. Institutional branding of the Canvas interface can apply the school colors and logo in the dashboard header and Canvas login screen. Different branding can be applied at each level of the organizational hierarchy of the institution using the root (institution-level) account and defined subaccounts for institution, department, program, and other organizational units. Canvas allows the application of custom CSS files and JavaScript which enables more advanced customization such as the changing of terminology, specific icons, layout changes etc.

9 Describe available customizations to allow College branding.(institutional homepage and course homepage)

As stated, institutions can administratively update the branding of their Canvas account and subaccounts, including the institution and course homepages, using the integrated Theme Editor as well as the option to create multiple course templates per account/sub-account using the Rich Content Editor. In addition to the use of course templates that can be shared at any organizational level, Canvas provides the ability to brand the Canvas interface while still preserving the overall look and feel to provide a consistent user experience and user view. Institutional branding of the Canvas interface can apply the school colors and logo in the dashboard header and Canvas login screen. Different branding can be applied at each level of the organizational hierarchy of the institution using the root (institution-level) account and defined subaccounts for institution, department, program, and other organizational units. Canvas allows the application of custom CSS files and JavaScript which enables more advanced customization such as the changing of terminology, specific icons, layout changes etc.

10 Describe how instructors can customize components at the course level?

As stated previously, on a course-by-course basis, instructors and course designers can reorder and even hide course tool navigation menu entries using the Navigation feature in the Course Settings tool. Institutions can maintain and reuse master/template courses and course content to establish institution-, department-, and program-level customizations and preferences. Instructors can also customize the homepage and add any additional LTI applications found at www.eduappcenter.com.

11 Describe your course search capabilities. (Is this available for multiple courses in the LMS)?

Canvas users are provided with a variety of search tools, in Canvas Commons, Discussions, and Files.

- Canvas Commons: The Canvas's Learning Object Repository lets users search for content by title, author, description, tags, subject, grade level, and object type.
- Canvas Discussions: Searchable by title, body, or author.
- Canvas Files: Canvas's integrated file repository includes full search functionality by file name and offers quick functionality for accessing and adding new content and files.
- Quiz Moderation: Teachers can search the Quiz Moderation page for students.

To help users locate specific course resource items, Canvas content is organized by the type of content and accessed using the associated tool—Pages, Discussions, Assignment, etc. In addition, various types of course content have search features within the associated tool. Announcements and Discussions, for example, can be searched by keywords within Titles and Body (descriptions). The Conversations Inbox can be searched and filtered by course name, groups' names, and individual users' names. Conversations can also be searched/filtered by labels including “Unread,” “Starred,” “Sent,” “Archived,” and “Discussion Replies.” All other Canvas searches are initiated by using the browser’s native search functionality.

Furthermore, Canvas's open platform will allow a third party system to index all data within the system, using oAuth, so long as it has an oAuth token capable of accessing all parts of the system. For example, Washington University in St Louis have uses a tool called iSeek, which is an academic search engine particularly rated by health and medical faculties, right inside of Canvas. Canvas doesn't have an official relationship with iSeek but it does integrate with Canvas to provide users with more relevant, direct, productive, targeted and intelligent ways to discover information.

As part of the implementation plan, including migration and integration with other systems, it is possible that Canvas could integrate with Google Search Application (GSA) to provide users with password protected crawling across all Modules (courses) in Canvas. Our open API and URL scheme has the ability to work very well with GSA pattern matching rules. In addition, every course within Canvas can be publicly administered to do so. This is provided at an additional cost.

12 Does the LMS support student role impersonating or masquerading for faculty and administrators?

College's administrators can masquerade as another users in order to perform functions and provide training and troubleshooting assistance. All actions performed while masquerading are recorded in Canvas' audit log and show the masquerader as performing the action rather than the user being accessed. Only administrators with the correct permissions can masquerade as other users.

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Masquerading as Another User

13 Please list which browsers are supported including those browsers' versions

Canvas supports the two newest versions of Apple Safari, Google Chrome, Microsoft Internet Explorer or Edge and Mozilla Firefox.

14 Does your LMS provide a system check for users to identify both O/S and browser issues?

No, Canvas is a cloud-based web application which runs in any modern browser. As a website which does not require any installed software, it does not, and cannot, check any OS settings.

15 Does the LMS support mobile learning? (Describe if application based or responsive design)?

Yes, with essential course capabilities, on-the-go functionality, and high ratings in the app stores, the Canvas mobile experience was designed to provide students, faculty, and administration with the tools necessary to fully engage in the teaching and learning process outside of the classroom and away from their desktop or laptop. The Canvas mobile app offers a rich user experience on iOS, Android, and most tablet devices, and provides a clean, intuitive, and reliable interface to submit assignments, take quizzes, check grades, and participate in discussions and learning activities. Students and faculty can further utilize the app to communicate and collaborate through Canvas Conversations, keep up-to-date with

assignments, quizzes, and announcements, and provide and discuss feedback through text, audio, and their mobile device's video functionality.

The Canvas by Instructure mobile app provides:

- Instructors and students with the functionality needed to access and engage in the teaching and learning experiences of Canvas courses, anytime and anywhere
- A clean, intuitive interface for students to submit assignments, take quizzes, participate in discussions, and other learning activities
- Communicate privately through conversations, collaborate and complete assignments through Discussions, and also give feedback and ask questions through submission comments.
- Use mobile video to make media comments for a stronger interaction between instructor and student.
- Critical interactions are supported, including learner-to-content, learner-to-instructor, and learner-to-learner interactions through tools adapted especially for small devices.
- Assignment submissions from most cloud-based mobile apps including Dropbox, SkyDrive, and Google Drive
- The Grades tool for users to view their graded assignments, assessments, and other coursework
- Zooming capabilities and utilizes standard mobile device navigation and interaction techniques such as finger-swiping for paging, pull-up and pull-down menus, and tapping for item selection.
- A tutorial “training camp” when users open the app for the first time.
- Access to external IMS Learning Tools Interoperability (LTI) compliant tools

Additional Instructure apps include:

- **Canvas by Instructure** (iOS 8.0+, Android 4.0.3+). This app provides access to Canvas for both instructors and students while on the go. **The Canvas mobile app** optimizes the Canvas experience on a mobile device **and enables students to access any course-based feature**.
- **SpeedGrader App** (iOS 8.0+ iPad only; Android 4.0.3+). This app is specifically designed to enable instructors to grade student submissions on the go. This app syncs with SpeedGrader and the Gradebook. Rubrics, limited annotation, and audio/video feedback can all be authored from the SpeedGrader app.

- **Polls for Canvas** (iOS 7.0+, Android 4.0.3+). This app makes it easy for instructors to collect student opinion in their classrooms without any extra devices.
- **MagicMarker** (iOS 7.0+ for iPad). This app assists instructors in competency- and standards-based learning. Syncing with the Learning Mastery Gradebook, MagicMarker facilitates standards tracking, classroom observation, and activities in face-to-face and classroom environments.
- **Parent App** (iOS 8.2+, Android 4.2+). The Canvas Parent App provides parents with visibility into their student's learning and success.

16 Describe the mobile learning app availability for mobile devices including security features.

Canvas provides native mobile apps on popular devices. Canvas apps include:

- **Canvas by Instructure** (iOS 8.0+, Android 4.1+). This app provides access to Canvas for both instructors and students while on the go. The Canvas mobile app optimizes the Canvas experience on a mobile device and lets students access essential course features. Students can even annotate assignments on their mobile device.
- **SpeedGrader App** (iOS 8.0+ and Android). This app is specifically designed to enable instructors to grade student submissions on the go. This app syncs with SpeedGrader and the Gradebook. Rubrics, limited annotation, and audio/video feedback can all be authored from the SpeedGrader app.
- **Polls for Canvas** (iOS 7.0+, Android 4.0.3+). This app makes it easy for instructors to collect student opinion in their classrooms without any extra devices.
- **MagicMarker** (iOS 8.0+ for iPad). This app assists instructors in competency- and standards-based learning. Syncing with the Learning Mastery Gradebook, MagicMarker facilitates standards tracking, classroom observation, and activities in face-to-face and classroom environments.
- **Canvas Parent** (iOS 8.2+, Android 4.2+): Canvas Parent enhances the potential for any parent to quickly engage in their child's education. Parents can review upcoming or past assignments, check on grades, and receive course announcements. In addition, with a simple swipe, parents can navigate between children to get a quick overview of their progress.
- **Teacher Tools** (Android 4.2+). The Teacher Tool mobile app makes it easy for teachers to randomly pick a student to call on, make a note about a student, post that note to the Canvas Gradebook, and learn students' names.

17 Is the mobile learning application an additional cost or part of the base product? (Please list on pricing sheet)

No, the mobile apps are available to all users with a Canvas subscription.

18 List the features that the mobile app provides for both instructors and students. Compare features found in LMS vs mobile app.

The Canvas user experience is virtually the same across platforms. With essential course capabilities and on-the-go functionality, the Canvas mobile app provides students, teachers, and administrators with the tools necessary to fully engage in the teaching and learning process outside of the classroom. The Canvas app provides a clean, intuitive, and reliable interface to submit assignments, take quizzes, check grades, and participate in discussions and learning activities. Students and faculty can further utilize the app to communicate and collaborate through Canvas Conversations, keep up-to-date with assignments, quizzes, and announcements, and provide and discuss feedback through text, audio, and their mobile device's video functionality.

Currently, instructors cannot create content using the Canvas mobile app. The Canvas mobile app provides robust functionality, however, it is primarily developed for content consumption and assignment submission. Additionally, Canvas Conferences is unavailable in the mobile app due to the technology leveraged by Big Blue Button (BBB). Blindside Networks plans to launch an HTML5 version of BBB to support all platforms. Further, instructors can modify course content via mobile web browsers, however, a desktop browser is preferred for content creation.

19 What are the minimum hardware specifications for the best mobile experience?

The Canvas mobile apps are best viewed on iOS 9.0+ and newer and Android 4.2+ and newer.

20 What level of support is offered for each mobile platform?

Support for mobile platforms is equivalent to the support for the Canvas subscription support option used by your institution.

21 Can faculty customize what mobile LMS features are available for students?

No. Only the login screen on the Canvas mobile apps are customizable at this time. However, the mobile applications reflect the navigation changes made in the desktop version of Canvas, so when an instructor chooses to hide navigation on the desktop version of their course, the mobile app will also hide those navigational links.

22 Can LMS support polling using mobile devices?

Yes, using the Polls for Canvas app, instructors can collect student opinions in their classrooms without any extra devices.

23 Are photos for students and faculty supported?

Canvas's user profiles include a photo, full name, display name, sortable name, language preference, bio, website links, registered web services, contact methods, notification preferences, time zone, approved integrations, any awarded badges, and other options.

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User Profile

24 Does the LMS have Team/Group management feature?

Yes, the Groups tool allows users to create academic, special interest, and ad-hoc communities within, outside of, and/or across courses. Teachers can manually create and assign students to groups, have Canvas automatically divide students into random groups of a specified size, or set up self-signup groups.

Each Canvas Group has its own digital workspace in Canvas, including Calendars, Announcements, Pages, Chat, Discussions, Files, and wiki Pages. Groups have collaboration areas that use Canvas' Google Docs and Office 365 integrations. Groups are also recognized as mail lists for Conversations. Canvas also supports gradable group assignments, projects, and other coursework. With the Groups tool, teachers can:

- View all activity within all the groups within their course, including groups created by students as noted in the teacher's Student Groups tab (by default students will be allowed to create their own groups as noted by the Groups Course Settings checkbox)
- View all created groups within the course
- Create a new group set and create subgroups automatically or manually
- Assign students to subgroups automatically or manually
- Assign group leaders to each group
- Intra-Group peer review
- Allow students to sign up for and/or create their own groups
- Expand and collapse subgroups

- Move students into different subgroups
- Create group collaborations
- Edit or delete group sets



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Group Creation

25 Does the LMS have a attendance tool?

Yes, teachers and students can track attendance with Roll Call, Canvas's convenient attendance tracking tool. With Roll Call, teachers can grade attendance through a traditional dropdown list or customize their course seating chart to match their classroom by dragging and dropping students into the attendance grid. Teachers can then quickly mark students present, absent, or late. Roll Call has a "mark all present" option, and automatically migrate results, including weighted scores for absences and late students, into the Canvas Gradebook.

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Managing Canvas Badges

Canvas's Roll Call Attendance tool, as shown in the figure below, tracks and reports student attendance by specified date range or specifically through a student SIS. Reports are generated in CSV and contain the following data fields: Course ID, SIS Course ID, Course Code, Course Name, Section ID, SIS Section ID, Section Name, Student ID, SIS Student ID, Student Name, Class Date, Attendance, and Timestamp.



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Roll Call Badge: Awarding a Badge

26 Does LMS provide ability to track attendance in grade book?

Yes, as stated in the previous response, the Canvas Roll Call tool simplifies tracking daily attendance and provides data that can be sent to the Canvas Gradebook or used for reporting.

27 Can class rosters and grade book be printed and, if so, what options are available to print?

Yes, the Canvas Roll Call tool, Gradebook, People tool, and various reports allow instructors and admins to view the class roster and print it using the browser's native print capabilities.

28 Does the LMS support downloading the content of an assignment dropbox to be graded offline?

Yes, to aid teachers in offline grading, teachers can download one assignment at a time or bulk download assignments from the Gradebook and SpeedGrader in only one, simple step. Bulk downloading assignments will create a ZIP file. Teachers can use the Download Submissions tool assignments that are file uploads, text entries (displayed as HTML files), website URLs (displayed as HTML files), and Google Docs submissions. Teachers can bulk upload assignments back into Canvas when they are finished grading assignments on their computer.

Canvas also makes it easy for teachers to grade assignments in the Canvas interface with the SpeedGrader, obviating the need to download assignments

An example of bulk downloading assignments from the Gradebook is shown below.

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Bulk Downloading Assignments from the Gradebook

29 Can instructor share content with other instructors through the LMS?

Yes, Canvas makes copying and sharing courses and specific course components easy through the simple content import/export features of Canvas Commons, Canvas's Learning Object Repository.

Canvas Commons provides teachers with a content sharing repository where teachers can conveniently discover and share educational assets including lessons, assignments, diagrams, quizzes, teaching aids, videos, presentations, lectures, and more with their department, institution, or across the Canvas network.

30 Does the LMS have a user tracking feature? (Please describe)

Training built using the Canvas Modules feature will provide graphical representation of student progress. The Module Progress by Student view lets teachers see each student's module progress. The module progress will be marked as completed, in progress, or locked. If a student is in the middle of a module, the module will be marked as in progress. Teachers and students

can also see which items in the module they have completed, are not completed, have not been started, and are overdue.

31 Can instructors view reports showing time, date, and frequency of individual access to course content and tools?

Yes, the individual user reports and course reports provide time, date, and frequency of user activity.

32 Can instructors create a custom learning path for students by controlling access to materials and tests?

Yes. Teachers can use Canvas MasteryPaths to help each of their students succeed. With MasteryPaths, your teachers can create branched learning paths, personalize student engagement, and understand which students may need additional help.

MasteryPaths makes it easier for your teachers help every student master course topics by delivering alternative instructional materials or activities based on their individual performance. Teachers can design custom learning paths and have them automatically delivered to students when they finish an assessment. Teachers can create up to three learning paths that are based off students' assessment and assignment grades. An example of a MasteryPaths setup with three alternative learning paths is shown in the figure below.



MasteryPaths Setup

As shown in the example picture above, students who score above 18 points on a quiz can receive advanced work, such as an extra quiz or reading material. Students who scored only 10 points can do an assignment that is designed for content clarification and improvement. The students who performed below 10 points must visit a Canvas Page and watch a video geared towards their understanding level.

Teachers can give students an option on what MasteryPaths activity they want to complete. For example, students who scored below a certain percentage can choose to read extra material or watch a video. Teachers can also require them to do both. An example of MasteryPaths options is shown here.



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MasteryPaths Options

Teachers will also have access to clear and robust MasteryPaths analytics, helping them understand exactly how their whole course and individual students are doing. These analytics help teachers know when a student may need additional help or encouragement, and can also inform teachers which concept their students are not understanding. MasteryPaths also provides teachers with a set of analytics, including:

- The percentage and number of students who scored in each path
- A list of students who scored in each path and if they assessed better, worse, or the same as usual, as shown in the figure below
- If a specific student is assessing better, worse, or the same than usual
- How an individual student scored on additional MasteryPaths content
- Send a message directly to the student from their MasteryPath's analytics view

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MasteryPaths Student Assessment Breakdown

33 Can Instructor preview gradebook settings and results from student view?

Yes, the Student View lets teachers view the course as a student views it. Teachers can use Student View to see how their students view assignments, discussions, quizzes, and other areas of Canvas. Teachers can use Student View to:

- View the course
- Post and reply to Discussions
- Submit Assignments

- View Grades
- View People
- View Pages
- View the Syllabus
- View Quizzes
- View the Calendar
- View the Scheduler

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Student View

34 Describe how grade book is designed (points and or percentage)?

Canvas's Gradebook solution provides a centralized place where teachers and student can view grades, analyze scores, and predict learning outcomes for their courses. The Gradebook displays grades based on the Grading Scheme specified in the course Settings or by the Grade Display options (Points, Percentage, Complete/Incomplete, Letter Grade, GPA Scale, or No Grade) specified on a per-assignment basis.

The Canvas Gradebook is automatically generated and updated based on course assignments and assessments and enables teachers to quickly filter grades, sort columns with click-and-drag functionality, message all students above or below a certain threshold, download scores, upload scores, and even publish scores to the SIS. Gradebook features include:

- Columns for percentages by weighted Assignment Groups and Total Grade percentage.
- A Statistical analysis and graphical representation of grades.
- Upload Scores and Download Scores for the import and export of grade data in CSV format.
- Calculated columns based on weighted assignment groups for associated items or columns. There is no maximum of calculated columns.
- View Grading History function for versioning / audit history and grade changes.
- Mute Assignment feature enables teachers to control when students can view their grades and feedback for a particular assignment.
- The global Grades page allows students to view the total grade for a course according to a specific grading period.
- Real-time save feature to avoid data loss.
- Message Students feature to contact students collectively from within the gradebook to respond to missing assignments or scores above or below a certain benchmark.
- Grading History to track when and who graded an assignment and revert back to old scores if necessary.
- Muted Grade feature allows grades to be muted to prevent students from seeing grades or receiving notifications until the teacher desires them to.
- Publish to SIS enables teacher to push their final scores from their course gradebooks to a designated web services endpoint or SIS.
- Box and whisker data plots to show the mean, high, and low scores of assignments and class totals.
- A Learning Mastery view to snapshot student progress on Outcomes, standards, or competencies.
- Grading Schemes enables teachers to determine the data formats, rounding, and decimal options of grades.
- Curve Grades for any assignment.
- Option to display total grades, including assignment group totals.
- Set Default Grade feature.
- Easy grade import from Microsoft OneDrive.

35 Does your LMS provide a predictive "What if" grade feature?

The Grades tool in Canvas has a "What-If" tool that allows students to calculate their total grade by entering hypothetical grades for all ungraded assignments.

36 How does LMS provide grade book results to students?

Canvas's Gradebook provides a centralized place where students can view grades, analyze marks, make use of the "what-if" tool, and review learning outcomes for their courses.

37 Can LMS provide submission dates for assignments in grade book?

Yes, instructors and students are able to see the date and time of student submissions.

38 Does LMS provide selective release of assignments based on grades?

With Canvas Modules, instructors can configure selective release of assignments based on student progress and performance. Using module prerequisites, requirements (completion criteria), availability dates, selective release, and lock-until dates, staff members can configure the selective release of modules with the ability to activate and deactivate entire sets course content and assignments. Additionally, staff members can use Canvas MasteryPaths to create branched learning paths based on student performance. MasteryPaths makes it easier for staff members to help every student master course topics by delivering alternative instructional materials or activities based on their individual performance. Teachers can design custom learning paths and have them automatically delivered to students when they finish an assignment.

39 Does the grade book have ability to drop scores (lowest quiz)?

Yes, Canvas allows a user to set a rule to drop the lowest score within a group or instructors can manually go in and remove scores as desired.

40 Can LMS transfer grades from external imports or websites?

Yes, the Canvas Gradebook can publish to or receive scores from an integrated SIS and includes the option to Import and export of grade data in CSV format.

41 Can grade book assignments be rearranged and regraded?

Yes, the Gradebook columns can be rearranged as desired and individual grades can be regraded as needed.

42 Does LMS handle Extra Credit and Automatic zeros?

Yes. Teachers have a variety of options for giving students extra credit: adding extra points to an Assignment, adding an extra credit assignment, manually entering extra points in the Gradebook, adding an additional criterion to a Rubric for extra credit, and using SpeedGrader Fudge Points to manually add points. Teachers can also create an assignment using the No Submission option and then enter points.

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Adding Fudge Points

43 Does grade book provide (first, highest, average) grade submissions?

Yes. Within the gradebook, instructors can view the average, high score, low score, and total number of submissions for a given assignment.

44 Does your LMS have an export/import feature for assessments? If yes, describe this feature

Yes. Virtually any Canvas content, including assessments and quizzes, can be copied and pasted into other Canvas courses, enabling institutions to create quality assessment templates and then use these templates anywhere desired. Canvas also integrates with LTI assessment tools like Edueto, Andover Fulcrum, Smarterer, Quizlet, YouBThere, Questionmark, Perception, OpenEd, QuestionPress, StudyMate Class, MyOpenMath, and more.

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46 Can LMS allow proctored passwords to ensure assessment security?

Yes. The Quizzes tool enables instructors to set up assessments that require an access code which they can provide to students for additional assessment security.

47 Can LMS allow IP restrictions to ensure assessment can only be taken in selected locations (campus lab)?

Yes. Canvas provides a secure assessment environment by allowing IP address filters for assessments in order to restrict the location where assessments can be taken by students, such as in testing centers.

48 Can assessment be customized by adjusting time and number of attempts for individual students?

Yes. The Moderate Quiz function enables instructors to adjust the time limit for individual students, as well as extend availability and the number of attempts on assessments. The Moderate Quiz interface displays:

- Student name
- Number of times the student has already attempted to take this quiz
- Time it took for the student to complete the quiz; the running time will display for students who are currently taking the quiz (counting down for timed quizzes and counting up for non-timed quizzes)
- Number of remaining attempts, if any
- Student's quiz score
- Search Filter

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49 Can assessment tool randomize quiz answers?

Yes, when setting up quizzes or assessments using the tool, instructors or course designers can select the "Shuffle Answers" option, which will randomize the quiz answers then taking the quiz.

50 Can assessment tool randomize questions from a pool of questions?

Yes. Canvas supports the randomization of question pools in Canvas assessments. With Canvas, instructors can also align a Quiz to a Question Bank or create new Question Banks, which randomize as desired.

51 Can assessment tool provide display of questions one at a time or all at once?

Yes. Instructors can set the assessment questions to be displayed all at once or one at a time.

52 Can assessment tool provide navigation control and correct feedback?

Yes. Canvas integrates with Respondus's LockDown Browser tool, which prevents students from performing other activities, such as copying and pasting from other URLs, accessing other applications, or traveling to other websites during an assessment. Note that Respondus requires a license of their own.

Automatic feedback can be placed within the assessment when creating the questions for both correct and incorrect answers. Students would then see the feedback when the responses are graded. Additional feedback can be provided by instructors during the grading process or later, as needed.

53 Can LMS regrade assessments?

Yes. Assessments and assignments can be re-graded as needed. Additional points can be given and extra credit is an option as well.

54 Can LMS embed videos and graphics into assessments?

Yes. Canvas supports putting video files into assessments, including mp4, avi, and wmv file types, as well as external types from sites such as YouTube and Vimeo.

55 Please list all question types supported in the assessment tool.

Canvas Quizzes currently provides the following question types:

- Multiple choice
- True/False
- Fill in the blank
- Fill in multiple blanks
- Multiple answers

- Multiple dropdowns
- Matching
- Numerical answer
- Answer with Precision
- Formula question
- Likert scale
- Essay question
- File upload question
- Text (no question)
- Hot Spot (in beta)

56 Can LMS provide item analysis of assessment questions?

Yes. The Quiz Statistics feature provides data about Canvas quizzes so that instructors and administrators can view student performance and evaluate the effectiveness and validity of individual question items and the quiz as a whole. Quiz Statistics show:

- Class distribution of each question
- Consistently unanswered questions
- High ratio of wrong answers
- Mean and standard deviation
- Time to take the exam
- Graphical representations of all student responses

Instructors can view an analysis report or breakdown of each question in the quiz. In the question breakdown, each question displays answer bars relating to the percentage of each answer choice. Instructors can hover over the answer bars to see the percentage and number of students in the tooltip. Expanding the question shows the exact percentage of each answer below the answer bars with the exact answer choices from students.

Quiz statistics for True/False and Multiple Choice quiz questions include an item discrimination index, which attempts to look at a spread of scores and reflect differences in student achievement. This metric provides a measure of how well a single question can tell the difference (or discriminate) between students who do well on an exam and those who do not. It divides students into three groups based on their score on the whole quiz and displays those groups by who answered the question correctly.

Lastly, instructors can view an entire quiz summary that shows all score percentages. The quiz statistics summary also shows the average score, high score, low score, standard deviation (how far the values are spread across the entire score range), and average time of quiz completion. The quiz summary chart is interactive; users can focus on a specific segment of the chart by selecting a range with their cursor, such as viewing the number of students who scored between 0 and 50 percent.

57 Can instructors create rubrics inside the LMS?

Yes, Canvas lets instructors create Rubrics directly within Canvas. Rubrics help instructors communicate expectations, align outcomes to course learning objects, and assess online submissions in the SpeedGrader.

Instructors and administrators can create their own rubrics and reuse previously created rubrics. Rubrics can be created for a course, a department, or the entire College.

Rubrics can be aligned to outcomes for College-wide initiatives, such as accreditation. The figure below shows how easily an Outcome is aligned to a Rubric criterion.



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Aligning an Outcome to Rubric Criterion

58 Can instructors tie rubrics to grade book?

Yes, as explained in the previous question, rubrics enable teachers to assess online submissions in the SpeedGrader.

59 Can instructors tie rubrics to learning outcomes?

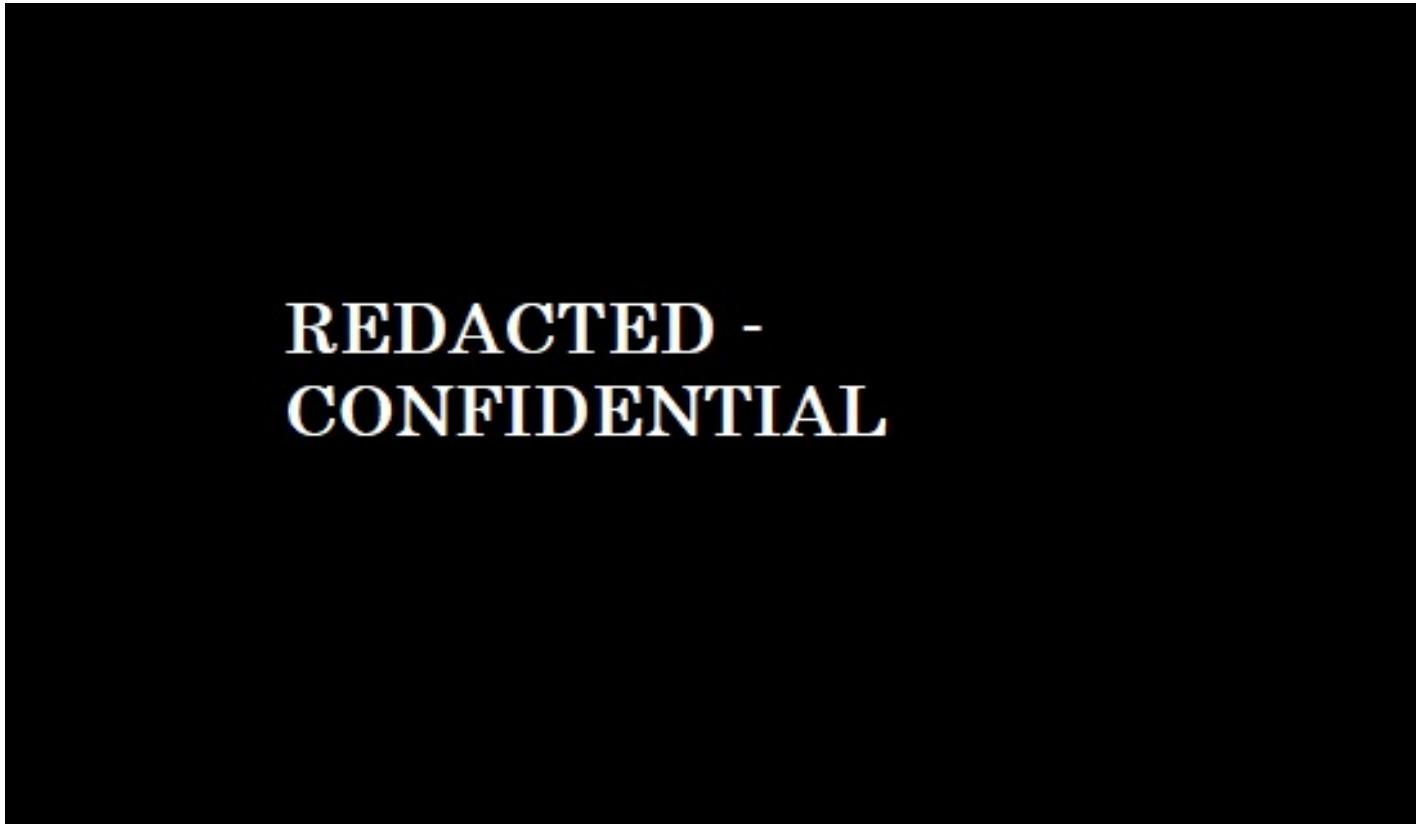
Yes. Assessments created to test student knowledge, or to require students to demonstrate a specific skill resulting from a learning activity, can be aligned to Outcomes using Rubrics and grading. Grading student work automatically collects and compiles data on student progress for Outcomes. The data is available for reporting to support teaching improvement, identify at-risk students, and support the accreditation process. This unified, streamlined approach dramatically reduces the amount of work required to implement Outcomes through the intelligent reuse of assessment workflows in the grading process.

60 Can instructors copy rubrics between semesters and courses?

Yes. Like virtually any content within Canvas, rubrics are easily copied from semester to semester, or course to course.

61 Can instructors import/export/copy content between courses? Is there a limit on the file or course sizes?

Yes. Canvas courses and individual course content can be copied from one course to another section using the Commons LOR. Alternatively, entire courses or selected content can be copied from one course to another using the migration tools Export Course Content and the Import Content into this Course. The Import into Course tool is shown in the figure below.



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Importing from Canvas Commons

The Copy this Course tool in the course Settings enables administrators and faculty to copy all or selected content with automatic, intelligent day and date substitution. The figure below shows the Copy this Course interface for explicitly specifying day substitutions when rolling over a course. An example of a course date adjustment is shown below.



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Yes, Canvas Modules makes it easy for teachers to organize course content in the best way for their course and help their students move onto new activities and learning objects once they have proven they are ready. Modules can be organized by:

- theme
- focused on a specific topic
- based on content type
- arranged chronologically to provide a course sequence
- pre-requisites
- requirements (completion criteria)
- availability dates
- selective release
- lock-until dates

Teachers can configure linear progression and self-paced progression through the course. Selective release of modules provides the ability to activate and deactivate entire sets course content and activities. The figure below shows the Module progress interface.



Canvas Modules

The figure below shows the Edit Modules Settings for specifying prerequisites and completion criteria. Teachers and course designers can specify as many prerequisites and completion criteria as needed. The Edit Module Settings includes an option for restricting students' progression through course materials and activities to sequential order.

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63 Does the LMS support multiple file types?

Yes. Virtually any file and content type can be uploaded in the Rich Content Editor, Files Repository, and Commons LOR. Supported file types include: Microsoft Excel (.xls, .xlsx), Microsoft PowerPoint (.ppt, .pps, .pptx, .ppsx), Microsoft Word (.doc, .docx), OpenDocument (.odt, .odp, .ods, .odf, .odg), OpenOffice.org XML (.sxw, .sxi, .sxc, .sxd), Plain text (.txt), Portable document format (.pdf), PostScript (.ps), Rich text format (.rtf), Bitmap (.bmp), Joint Photographic Experts Group (.jpg), Graphics Interchange Format, (.gif), and Tagged Image File Format (.tif, .tiff).

The Canvas Media Manager supports major media file types and codecs including Flash Video (.flv), Microsoft Media (.asf), Apple QuickTime (.qt), Apple QuickTime (.mov), Digital Video Format (.mpg), Digital Video Format (.avi), Windows Media (.wmv), Digital Video Format (.mp4), Multimedia Mobile Format (.3gp), Real Media (.rm), and Digital Audio Format (.mp3).

Canvas maintains the original format of the uploaded video/audio and then seamlessly encodes and distributes the video in a variety of formats for specific user needs and devices.

Links to Office and Adobe files can be included in the HTML content of Canvas courses. Office and Adobe documents can be submitted by students for coursework then viewed and graded by teachers in their original format without requiring any conversion.

64 What file types can be added to the learning modules?

As detailed above, the following file types can be added to modules: Microsoft Excel (.xls, .xlsx), Microsoft PowerPoint (.ppt, .pps, .pptx, .ppsx), Microsoft Word (.doc, .docx), OpenDocument (.odt, .odp, .ods, .odf, .odg), OpenOffice.org XML (.sxw, .sxi, .sxc, .sxd), Plain text (.txt), Portable document format (.pdf), PostScript (.ps), Rich text format (.rtf), Bitmap (.bmp), Joint Photographic Experts Group (.jpg), Graphics Interchange Format, (.gif), and Tagged Image File Format (.tif, .tiff).

The Canvas Media Manager supports major media file types and codecs including Flash Video (.flv), Microsoft Media (.ASF), Apple QuickTime (.qt), Apple QuickTime (.mov), Digital Video Format (.mpg), Digital Video Format (.avi), Windows Media (.wmv), Digital Video Format (.mp4), Multimedia Mobile Format (.3gp), Real Media (.rm), and Digital Audio Format (.mp3). Canvas maintains the original format of the uploaded video/audio and then seamlessly encodes and distributes the video in a variety of formats for specific user needs and devices.

Links to Office and Adobe files can be included in the HTML content of Canvas courses. Office and Adobe documents can be submitted by students for coursework then viewed and graded by teachers in their original format without requiring any conversion.

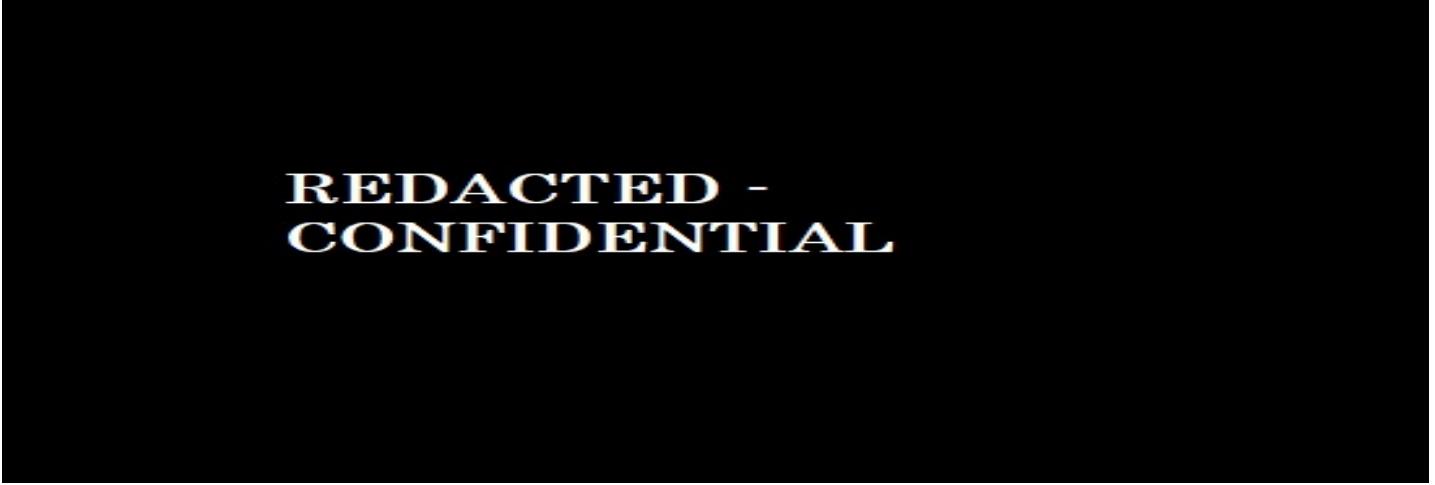
65 Does the LMS have a Rich Text editor?

Canvas's content creation tools, such as Pages, Assignments, Quizzes, Announcements, and Discussions all use the Rich Content Editor, a WYSIWYG editor that enables users to create formatted text and rich content for course content and coursework.

As shown in the figure below, the Rich Content Editor makes it easy for users to embed and link to multimedia, video, audio, URLs, files, and other digital resources in course content, coursework, and communications. Files, links, and images can be dragged and dropped from the Content Panel into the Rich Content Editor for the creation of course content and coursework. The Editor also supports integration with external content repositories and resources such as Office 365, EQUELLA, YouTube, Flickr, and IMS LTI-compliant tools and services.

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Users can also use HTML formatting using the HTML Editor link, as shown in the figure below.



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JCCC can also use Arc as a video platform that makes it fun and easy for teachers and administrators to:

- Manage large amounts of videos across a large org
- Make videos more effective and engaging
- Facilitate more effective and applicable learning
- Improve collaboration across the board

Arc is an active and engaging video platform, instead of the passive video learning experience of the past. With Arc, course videos become an effective tool for meaningful dialogue between teachers and their students.

Teachers can embed Arc videos anywhere in Canvas, including assignments, quizzes, pages, discussions, and announcements. Students and instructors can synchronously comment directly on the video timeline. This means students can interact with each other and watch the video at the same time, instead of having to pause the video and scroll down to the comments section, as they would on any other video platform. Teachers can also comment directly on the video timeline, giving teachers a way to synchronously connect the video to lesson content, answer student questions, and spark discussion or deeper thought about the video. An example of this active engagement is shown in the figure below.

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Arc Engagement

Giving feedback is also far easier and more effective with Arc. In the Canvas SpeedGrader, teachers can give feedback based off of the student's comments made during the video. Feedback can be added either directly to the Arc video timeline or using the SpeedGrader commenting option. Teachers can then grade, fill out a rubric, and give feedback based off of this information, as shown here:

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Grading Arc Interaction in the SpeedGrader

Insights and Analytics

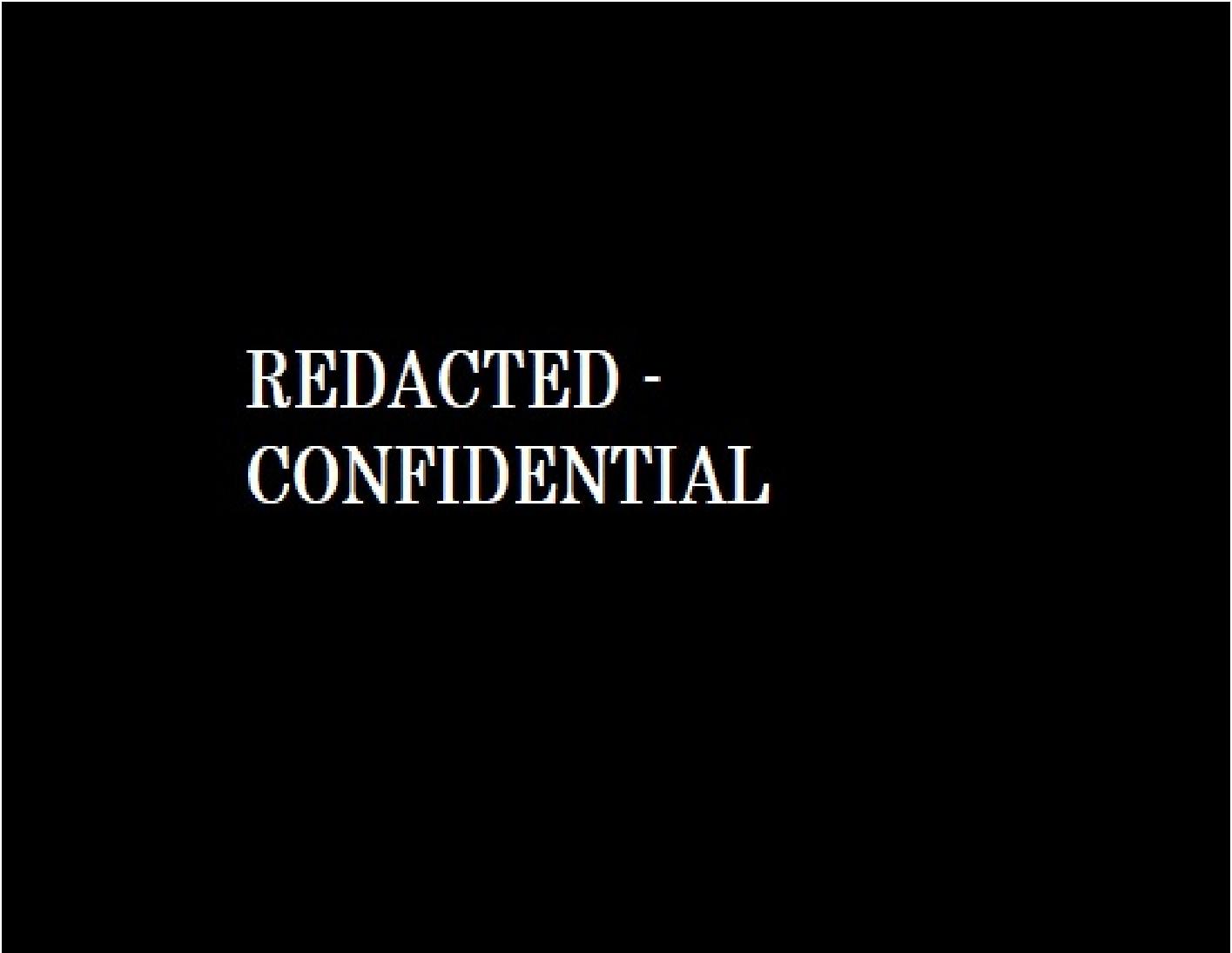
In the past, if a teacher posted a video for their course, they would have no idea if their students watched the video, if the students re-watched the video, or where the students stopped watching. With Arc, instructors and administrators have the tools to quickly and easily analyze the learning and interaction going on in the Arc video. Instructors can gauge viewing trends on each video, including an aggregate course view and an individual student view, so the teacher can measure if a full course or a particular student is struggling. This level of analytics includes:

- which videos students are watching
- how long students are watching
- if they students are fast-forwarding
- when students stop watching

Admins and instructors also have a list of time-coded, hyperlinked comments that jump directly to the point in the video the comment was made. Teachers can click on individual students or all students to show any gaps in playback. Gaps are hyperlinked to that point in the video timeline, so teachers can see exactly where students stopped watching. These analytics help instructors improve videos to effectively communicate their lesson material. The examples below show analytics for the full course and for individual users:

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Canvas Analytics - Full Course View



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Canvas Analytics - Individual Student View

Arc integration with Canvas Data is on the 2017 roadmap. When Arc data is integrated with Canvas Data, all usage data can be ingested into your data warehouse, and custom reports can be products showing the exact data you require.

Video Repository Management

JCCC's burden of managing video content can be eased through Arc's streamlined asset management. Arc automatically organizes your videos, so students and instructors alike can easily find the content they need from their own collection, their College's collection, or their peers' collections.

Each user has an individual, dedicated Arc Collection that stores:

- content they have uploaded
- content that has been shared with them

- course collections they have been given access to

Within the Arc Collection, users can:

- tag videos for effective searchability
- share video with links, embed codes, or with specific individuals
- give other users video editing rights
- delete videos one-by-one or in bulk
- organize videos by collection, course, description, and tags
- search for videos
- view their videos' analytics
- manage their video comments

This level of organization will help users easily re-use, maintain, and find video resources.

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Arc Collection Repository

Unique Functionality

Arc has innovative and expected functionality, including:

- Closed Captioning and captioning upload
- Full screen mode
- Variable Speed Playback
- Turn comments on or off
- Video quality options, such as highest, high, standard, and low
- Delete and edit comments
- Set a permission to view (public or private), edit, or comment
- Receive shared video notifications
- Share the video with a course or with individuals, as shown in the figure below:



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Sharing Arc Videos

66 Does the LMS have an Equation editor? With math and chemistry equation symbols? If so please describe and include the language used.

Yes. Canvas's Rich Content Editor includes an easy-to-use and accessible math equation editor that allows both teachers and students to quickly create a variety of complex symbols and formula, either visually or through the use of LaTeX and MathMan. The powerful equation editor can be used in Basic or Advanced modes:

- **Basic mode** covers a majority of typical equation use cases and provides a dynamically updating rendering of the equation that is editable. A limited number of LaTeX math commands can be entered into Basic mode, and will be rendered immediately.
- **Advanced mode** lets users input a much larger spectrum of LaTeX math commands, including matrices and intervals. In both Basic and Advanced mode, the portion of LaTeX supported are the commands used in Math Mode. Equations in Advanced mode are rendered or previewed automatically using MathJax.

Regardless of what mode is used to create the equation, all equations are rendered in content identically. The equation is displayed as an image with the equation fully typeset. For assistive technologies, Canvas translates the Latex to MathsML for use with screenreaders.

The figure below shows the Math Editor Toolbar that is used directly within Canvas.

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Equation Editor

In addition to the Equation editor of the Rich Content Editor, Canvas also supports LTI integration with over 80 mathematical and scientific tools, services, and resources in the Canvas App Center. For example, Canvas supports integration with the Graph Builder LTI tool, which enables users define graphs based on simple or complex equations and dynamically chart them. Other LTI-compliant math and science apps include Programr, WIRIS Editor, Sage, SOWISO Calculus Course, ChemVantage, Graph Builder, Hooda Math, Kikora, and more.

67 Does the LMS have lesson plan templates?

Yes. Canvas courses and content can be copied and reused as master courses or templates. Templates can be used as a course framework to reduce teacher workloads in creating new content. Teachers and course designers can create templates collaboratively or manually in Canvas' Rich Content Editor. Course templates can be shared in two ways, including the Course Copy Tool and Canvas Commons.

With the Course Copy Tool, teachers can copy a full course template from a master course into their own course. When teachers are part of a master course, they can set their notification preferences to alert them when new content is added or existing content is changed. This allows for multiple collaborators to easily stay up-to-date with course revisions and changes.

Course templates can also be created in Canvas and uploaded into Canvas Commons. As many templates as required can be stored in Canvas Commons learning object repository and simply drag and dropped into an empty course shell or imported with one click. The template can be shared with the College to use as a template for their course. An example of course templates already available in Canvas Commons is shown here:



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Course Templates in Canvas Commons

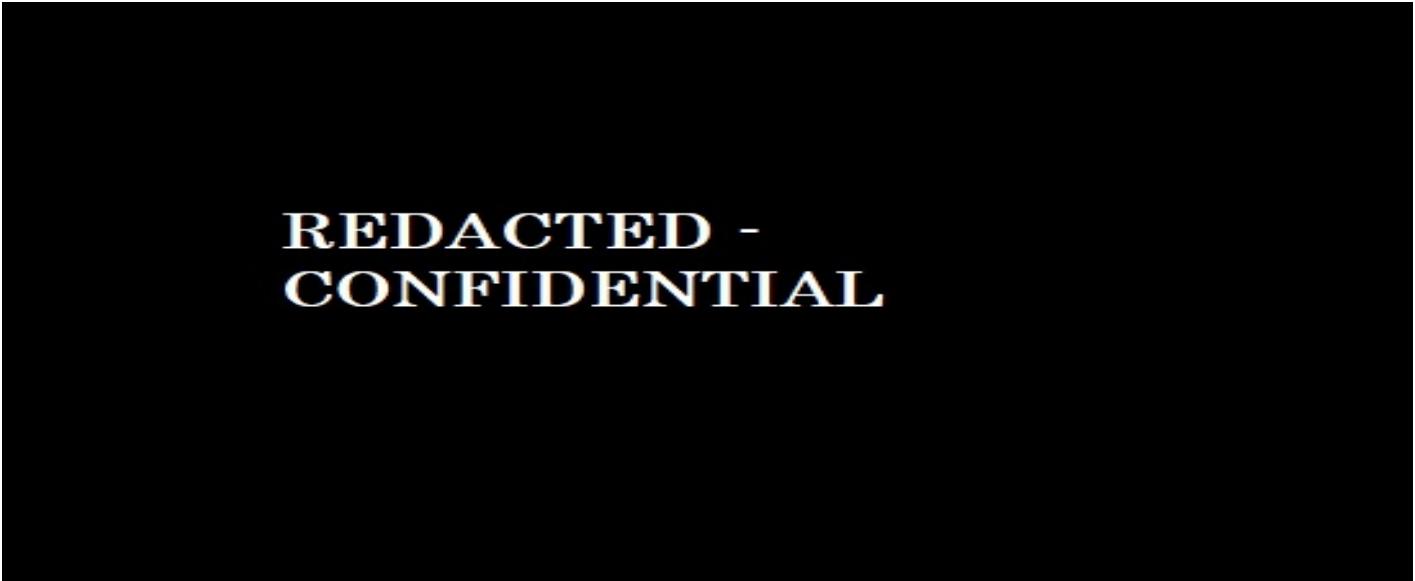
68 Can instructors share files between class sections?

Yes. With Canvas, users will be able to easily share files with one another. Instructors can share files with other instructors or every student in a course, a group of students, or an individual. Files are easily sharable, easily retrievable, and easily reviewable directly within Canvas, without ever having to download the file to their device.

File and document sharing is supported in Canvas in a variety of ways. Students and teachers alike can share documents with:

- Group and Course Files Repository
- Canvas Collaborations tools
- Files attachments to Conversations, Conferences, and Discussions
- Canvas Commons

With the Group Files Repository, students and teachers can easily share files amongst one another within Groups and Courses, as shown below:



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With the Collaborations tool, students can not only share their documents, but work on them in real time together, thanks to our inbuilt integration of Office 365 and Google Docs

integrations:

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Conversations and Discussions lets students share documents with an individual in personal conversations, as shown in the screenshot below, or with a group via Discussions.

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Along with all of the above methods, teachers and administrators can share documents across Canvas Commons, our Learning Object Repository. With Commons, teachers will be able to share, store, find, and import entire courses, modules, assignments, discussions, quizzes, pages, and document files. Visibility for learning objects can be set to user-only, College-wide, consortiums, groups, or public. Commons tagging and categorizing capabilities allow users to organize content by discipline, grade-level, outcomes, and more.

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69 Does the LMS support drag and drop course building?

Yes. Canvas's drag and drop functionality helps users perform common tasks quickly and efficiently. Users can add files, videos, and images into the Rich Content Editor, upload files from their computer directly into Canvas, and move events from one date to another in Canvas Calendar all using drag and drop functionality.

70 Does the LMS have a file upload feature? Describe how instructors upload files (one file at the time or zipped files at once).

Yes. Canvas's elegant, intuitively designed user interface allows users to upload, create, and store content directly within the LMS in two ways: the Canvas Files Repository and Canvas Commons.

The Canvas Files repository provides hierarchical file folder creation and organization, zip file import and export, file locking, drag-and-drop file uploading and reorganization, file renaming, file deletion, and other standard file management functionality. Virtually any type of file can be uploaded to the Files repository and used with the Rich Content Editor to create content including Pages, Assignments, Discussions, and Quizzes.

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File Repository

71 Does the LMS have web linking and video embedding available? Describe the process.

Yes. Using Canvas's Rich Content Editor it simple for users to embed multimedia content by dragging it from the Canvas Content Panel, linking to it from another site, uploading it from their computer or mobile device, and pulling it from Canvas Files. All of this is possible without needing to know how to code. Just by clicking a button, users can embed multimedia from LTI tools like Youtube, Vimeo, Issuu, Slideshare, Articulate and dozens of other video, audio, and picture repositories.



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YouTube Video Embedded in a Question

Users can also record audio and video directly into Canvas Assignments, Modules, Canvas Chat, Canvas Discussions, Canvas Pages, Announcements, Canvas Calendar entries, Canvas Quizzes, and feedback in the SpeedGrader.

[72 Does the LMS have a glossary tool?](#)

Yes. Glossaries can be created with Canvas Pages. Pages are created using Canvas's Rich Content Editor, which supports any content that can be displayed in a browser, including plain and formatted text, audio, video, links to files, embedded Google Docs, and links to other course content or external web pages. Canvas Pages has a full edit history, so students and teachers can see who made changes and when the changes were made to the glossary.

Because of Canvas's standards and open integration capabilities, Canvas also supports LTI integration with over 55 community-related tools and glossary services in the Canvas App Center including Elgg, Mahara, Office Hours, Vanilla Forums, Piazza, XWiki, Cranium Café,

Foliotek, WorldWideWhiteboard, Status.net, VoiceThread, Projectcampus, YouBThere, WordPress, and more.

73 Does the LMS have a checklist tool?

Yes. Canvas equips users with a “How Do I?” wizard and setup checklist for creating, formatting, and finalizing their courses. The Course Setup Checklist provides a step-by-step outline and checklist for:

- Importing content using the Course Import Tool.
- Adding assignments or assignment shells on the Assignments page.
- Adding Students to the course via the People page.
- Selecting the links users wish to display in the Course Navigation under the Navigation tab in Settings.
- Choosing a layout for the Course Home Page.
- Adding events and Assignments to the course Calendar.
- Adding TAs to the course via the People page.
- Publishing the course, which will automatically send invitation emails to any students in the course.

The Course Setup Checklist can be seen in the figure below.



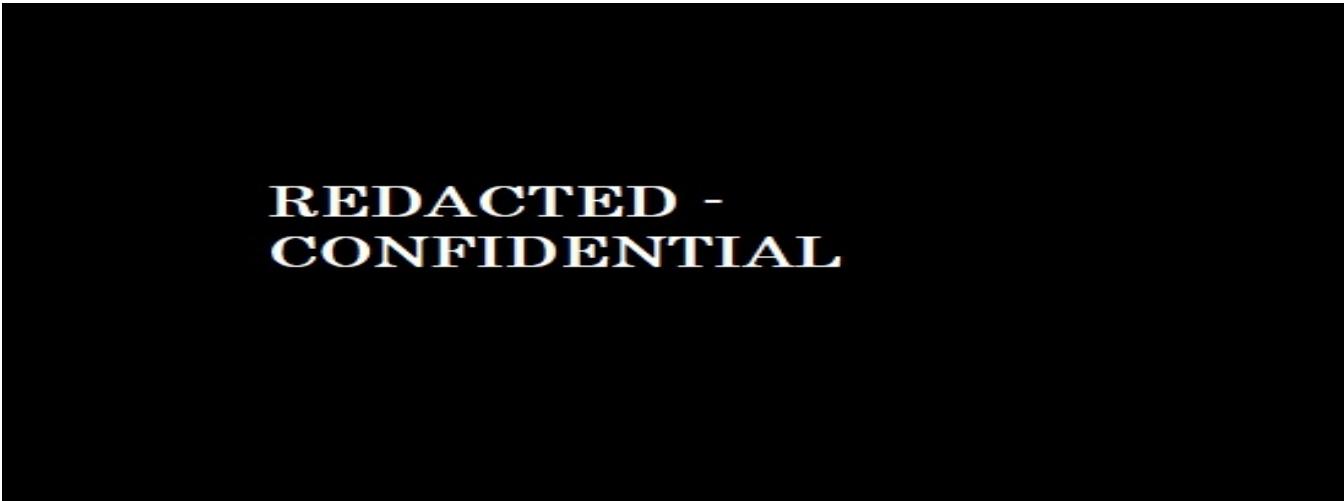
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74 Does the LMS have a student workspace?

Yes. Canvas offers a virtual workspace in the form of Groups, where groups will be able to access Calendars, Announcements, Pages, Chat, Discussions, Files (with minimal advanced functionality involved), and wiki Pages. Groups are also recognized as mail lists for Conversations. Canvas also supports gradable group assignments, projects, and other coursework. With the Groups tool, teachers can:

- View all activity within all the groups within their course, including groups created by students as noted in the teacher's Student Groups tab (by default students will be allowed to create their own groups as noted by the Groups Course Settings checkbox)
- View all created groups within the course
- Create a new group set and create subgroups automatically or manually
- Assign students to subgroups automatically or manually
- Assign group leaders to each group
- Allow students to sign up for and/or create their own groups
- Expand and collapse subgroups
- Move students into different subgroups
- Create group collaborations
- Edit or delete group sets

A group homepage is shown below, to give you an example of our virtual workspaces.



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To collaborate within this virtual workspace, all students will have to do is click on collaborations on the left, where they will then be presented with the following screen:

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From there, students simply have to name the document (1), describe the document (2), and choose which members of the group they want to collaborate with (3). Once those options are selected, they will be able to start collaborating (4) on their live document, communicating about it online and eventually presenting it to their instructors.

75 Does LMS contain an Academic and a Course calendar? If yes, how does it integrate with calendar feeds and what format? Can it be restricted?

Yes. Each user and each course has its own calendar. Personal calendars include assignment links, due-dates, holidays, and synced updates. Course calendars shows assignments, events, and announcements. The Canvas Calendars uses the same intuitive calendaring functions your teachers and students are already used to, like:

- dragging and dropping events from one date to another
- moving an event from one calendar to another

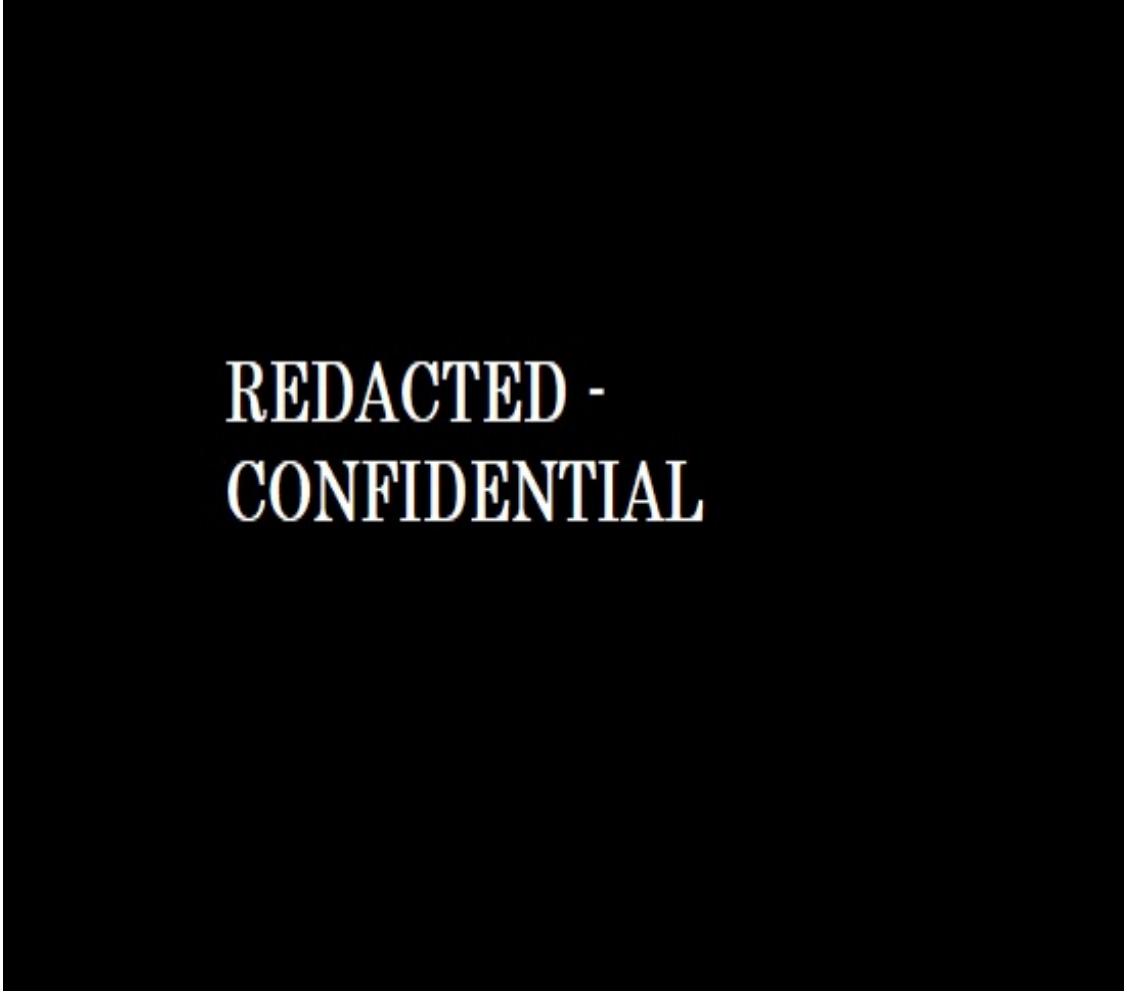
- event previews, to-do lists
- filtering options

For example, calendars are viewable in day, week, and month intervals. Your users can choose to see courses separately, by selected courses, or in a global color-coded consolidated view. A monthly view for both a desktop and mobile view are shown below.



Canvas Calendar on a Desktop

To help teachers and students understand what they need to do in their courses, Canvas Calendars sync with each user's Dashboard to generate a "To Do" and "Coming Up" list, which include assignments to submit and assignments to grade. An example of a teacher's to-do list is shown here.



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Dashboard To-Do List

Each calendar event also provides users with a brief preview when hovering over the entry, an in-depth preview when clicking once, and direct access to the assignment or activity page with just another click. An example of an event preview is shown in the figure below.

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Event Preview

Canvas Calendars will also integrate with any external calendar that consumes live iCalendar feed subscriptions, including Apple iCal, Microsoft Outlook, Office 365, Microsoft Live, Microsoft Hotmail Live, Google Calendar, Yahoo Calendar, and others.

76 Does LMS provide ability to subscribe to external calendar?

Yes. Canvas Calendars integrates with any external calendar that consumes live iCalendar feed subscriptions, including Apple iCal, Microsoft Outlook, Office 365, Microsoft Live, Microsoft Hotmail Live, Google Calendar, Yahoo Calendar, and others.

77 Does the calendar automatically add events from any tool that has assigned or due dates?

Yes. Canvas tools which assign due dates, such as assignments, will automatically add events to the calendar when dates are set for these items. Should the dates be changed the calendar will reflect those changes automatically as well.

78 Does the LMS have native communication & collaboration tools? Does it integrate with add-on tools? Please list, identify, and describe them?

Yes, as explained previously, Canvas collaboration tools include Chat, Conferences, Collaborations, Announcements, Discussions, Conversations, Calendar, and Notifications. Asynchronous text, audio, and video can be included in Announcements, Discussions, course content, Chat and Pages. Synchronous communication is available with Collaborations and Conferences.

Canvas also supports LTI integration with over 55 community-related tools, resources, and services in the Canvas App Center including Elgg, Mahara, Office Hours, Vanilla Forums, Piazza, XWiki, Cranium Café, Foliotek, WorldWideWhiteboard, Status.net, VoiceThread, Projectcampus, YouBThere, WordPress, and more.

79 Does the LMS have integrated video for submissions and feedback?

Yes, Canvas makes it possible for all students, including those who study online or outside of traditional hours, to receive comparable feedback and encouragement through audio or video comments. Institution staff are able to provide summary feedback via Rich Content Editor, while your instructors will also be able to attach documents and record or embed multimedia feedback such as audio or video.

80 Can instructors setup collaboration group inside the LMS to have students work on group projects?

Yes, using the Groups tool within Canvas, instructors can easily set up groups to work on group projects. These groups can be assigned by the instructor or be self-enrolled groups.

81 Does the LMS have a threaded discussion board?

Yes. Canvas Discussions is a threaded discussion board which gives instructors and students the space to interact with each other and exchange ideas outside of the classroom. Instructors and students can start and contribute to threaded discussion topics within a course or group. Discussions can be a graded assignment (and seamlessly update in the Canvas Gradebook), or simply serve as a forum for informal discussions.

Discussions has a Rich Content Editor, so users can create media-rich discussion topics. The Rich Content Editor gives students and teachers the power to respond with pictures, diagrams, embedded video, recorded video, attached files, Google Drive documents, Office 365 documents, and links from outside sources for enhanced discussion or debate. Students and teachers can even respond directly to the discussion post from their notification alert within their email or Twitter, without ever having to log into Canvas.

With Canvas Discussions, students can extend conversations and ideas outside of the classroom. Students can create, edit, delete, and reply to discussion topics. Students can subscribe to discussions, be notified of replies to their posts, subscribe to podcast feeds, and embed or attach any file, image, and video.

Canvas Discussions also gives teachers flexible tools to create and moderate interactive discussions. Instructors can enable podcast feeds, delay a post until a defined date and time, and pin a discussion thread to the top of the Discussion page. Instructors can add rubrics to graded discussions and grade each student's posts directly within the Canvas's SpeedGrader, and also give students the option to subscribe to discussions and be notified of discussion replies.



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Threaded Discussion Interface

82 Does the LMS support multimedia integration in the discussion board?

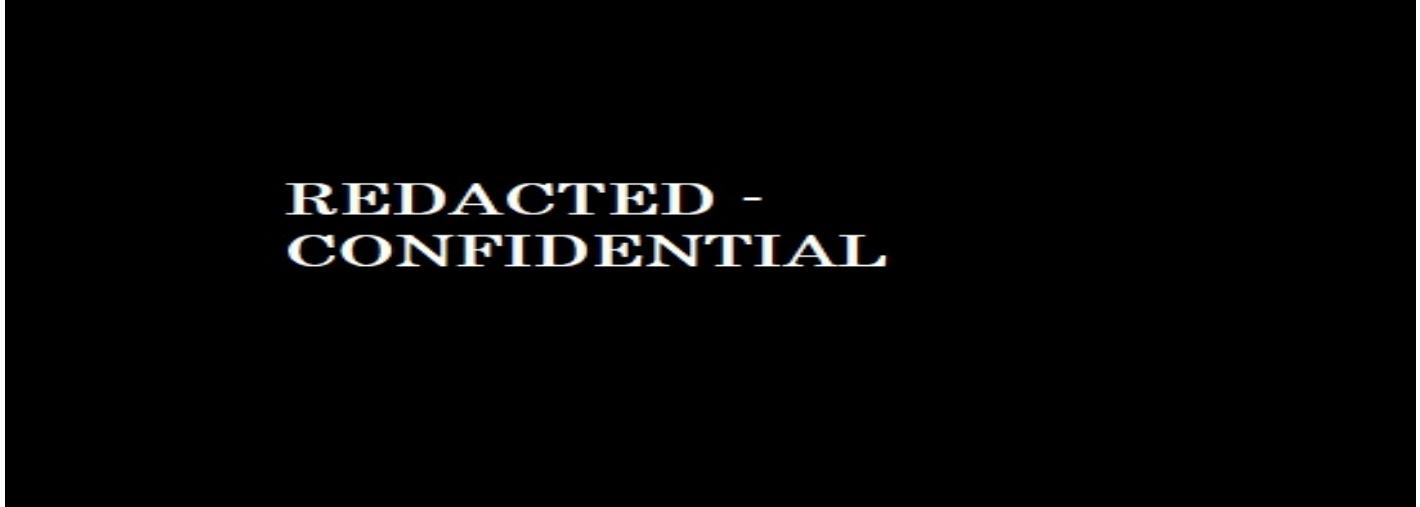
Yes, Canvas Discussions uses the Rich Content Editor which supports multimedia input and posts.

83 Does the LMS support grading of discussion board using rubrics?

Yes, rubrics can be created and the grading of discussion board posts can be a part of the rubric grading scheme.

84 Can the instructor moderate the discussion thread?

Yes. Canvas Discussions provides teachers with full moderation capability to edit or delete any discussion post within their courses. This gives teachers the ability to remove any inappropriate or otherwise unwanted posts. As shown in the figure below, Canvas will post a note after the entry including the user's email address, and the date and time the post was edited. Additionally, teachers can manage student permissions and choose whether or not students can create discussion topics, edit and delete their own posts, and/or attach files to discussions.



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85 Can discussion thread be controlled by post first?

Yes. Canvas enables teachers to require students to post before seeing other students' posts within a Discussion, as shown in the figure below. When a teacher chooses this option, students will see a 'Replies are only visible to those who have posted at least one reply' message when they view the Discussion topic.

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Requiring a Student to Post before Viewing Other Posts

86 Does the LMS support Wikis, Blogs or Private Journals that can be shared with instructor?

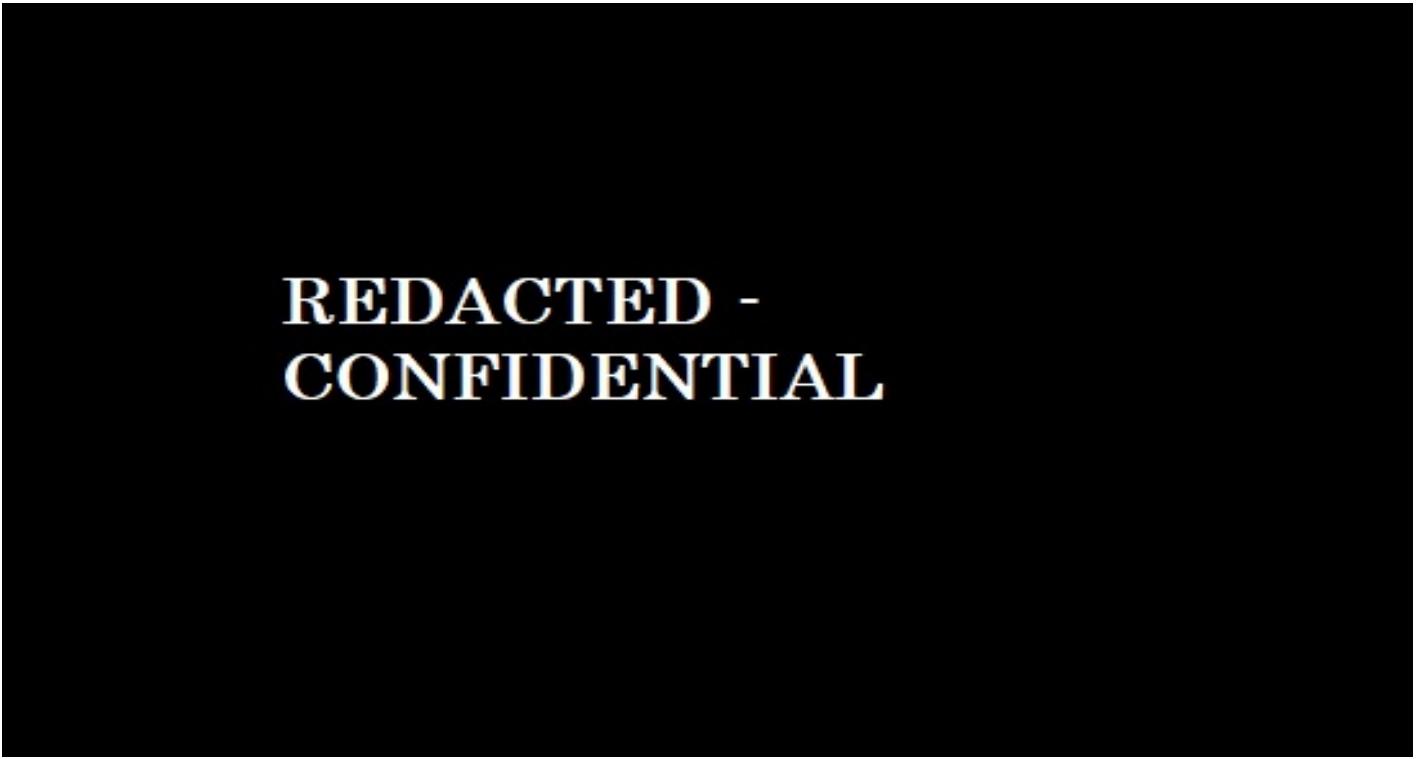
Yes. Canvas provides multiple student publishing tools such as ePortfolios and Canvas Pages to create rich content for wikis, blogs, and journals.

ePortfolio

Canvas's built-in ePortfolio tool allows students to showcase and store their coursework and projects, as well as give students a simple web presence. Students can also use public Canvas ePortfolios to create personal web pages to display and comment on their coursework. ePortfolios have a variety of options that let students customize their ePortfolio to their needs:

- Pages can contain text, multimedia, and links to files and coursework submissions
- Set their ePortfolio as private
- Share publicly as URL or on social media
- Tie it to a course, program, and/or institutional assessments or Learning Outcomes
- Organize ePortfolio content into Sections and Pages
- Set their ePortfolio Pages to allow public and private commenting.

As long as students remain active in ACPS's SIS and maintain a login, they will have access to their ePortfolio(s). ACPS can elect to maintain students' ePortfolios after graduation for an additional cost. Students can also save and download their ePortfolios as a .zip file prior to leaving or their graduation.



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An ePortfolio Interface Designed with the Canvas Rich Content Editor

In addition to the native Canvas ePortfolio tool, Canvas also supports integrations with Campus Pack, Mahara Foliotek, Chalk & Wire, Pathbrite, PebblePad, Bluehost SPOKE, Portfolium, and Taskstream.

Canvas Pages

Students can use Canvas Pages to create content for wikis, blogs, and journals within Canvas using Canvas's Rich Content Editor, which supports any content that can be displayed in a browser. An example of a Canvas Page being used as a collaborative Wiki page is shown below.

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Canvas Pages - Wiki

Canvas also supports integrations with popular blogging tools, including Status.net and Campus Pack. Canvas also integrates with Mahara, WordPress, Wikispaces, Wikipedia, XWiki, and other third-party LTI blogging tools.

87 Does the LMS have a self

-contained, FERPA-

Yes. Canvas Conversations is Canvas's built-in course and system messaging service. Canvas Conversations enables users to communicate and interact throughout Canvas at an individual, group, course, or system level through an integrated messaging inbox. Users can also use Conversations to:

- Send a message to someone in their course
- Send a message to an entire class (Teachers can turn this feature off.)
- Send a message to members of a group
- Reply to messages from others in a course
- Filter conversations by course or type
- View and reply to assignment submission comments
- Adjust notifications to receive conversations using external channels

With Canvas Conversations, messages are automatically stored by date and time, organized into conversation threads for easy viewing and archiving, and routed to the Activity Streams of each user's Dashboard and to the communication channels specified in their notification preferences. Users who choose to receive and respond to Canvas messages through alternative services, like external email accounts, Twitter, LinkedIn, and SMS text, can return to Canvas to find a log of their correspondences within Conversations. Institutions can also use Conversations to route correspondences to external outlets, including their institution's email accounts.

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Additionally, Canvas is built to comply with the FERPA by design. Canvas Conversations displays students' names, Canvas will not display students' email addresses, phone numbers,

and other sensitive contact information to other users. Canvas mediates communications, allowing users enrolled in the same course to contact one another without the disclosure of users' actual contact information.

88 Does the LMS support multiple e

-mail addresses or forwarding?

Yes, users can add multiple email addresses into their account to enable the forwarding of notifications to each of those emails as desired. Each email can be tailored to fit the needs of the user, such as one email receiving weekly notifications of all Canvas course information and another email set to receive notifications immediately in the event of important content changes.

89 Does the LMS e

tional support folder creation and course se

Yes. In Canvas Conversations, messages are automatically stored by date and time, organized into conversation threads for easy viewing and archiving, and routed to the Activity Streams of each user's Dashboard and to the communication channels specified in their notification preferences. Users can filter messages by course and go to traditional messaging folders including Inbox, Unread, Starred, Sent, and Archived.

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90 Does LMS work with existing or external e-mail system and provide tracking by section

Yes, with Canvas Preferences, users have the option to send notifications to their external email accounts. Users can specify settings for over 24 different types of notifications in the following categories: Course Activities, Discussions, Conversations, Scheduling, Groups, and

Administrative Alerts. Email notifications are sent as one of four delivery types: send right away, daily summary, weekly summary, or don't send. Users can then reply directly to email notifications using their preferred email account and have the reply appear in Canvas Conversations.

91 What level of access do administrators have to communications managed by the LMS? For example, can administrators read student and/or instructor mails stored on the LMS? Can administrators delete emails and other communications between students and faculty? Can administrators determine if users have read communications managed by the LMS?

Administrators can access and read student and/or instructor messages stored in the LMS by using the "Masquerade" function and navigate to the Inbox to review messages. Messages within the system do not have a "read status" so it is impossible to tell if a user had read communications or not, further, if a user had not previously accessed a message, and the admin was masquerading as that user, upon accessing the message it would be marked as accessed as the admin had done the action on behalf of said user.

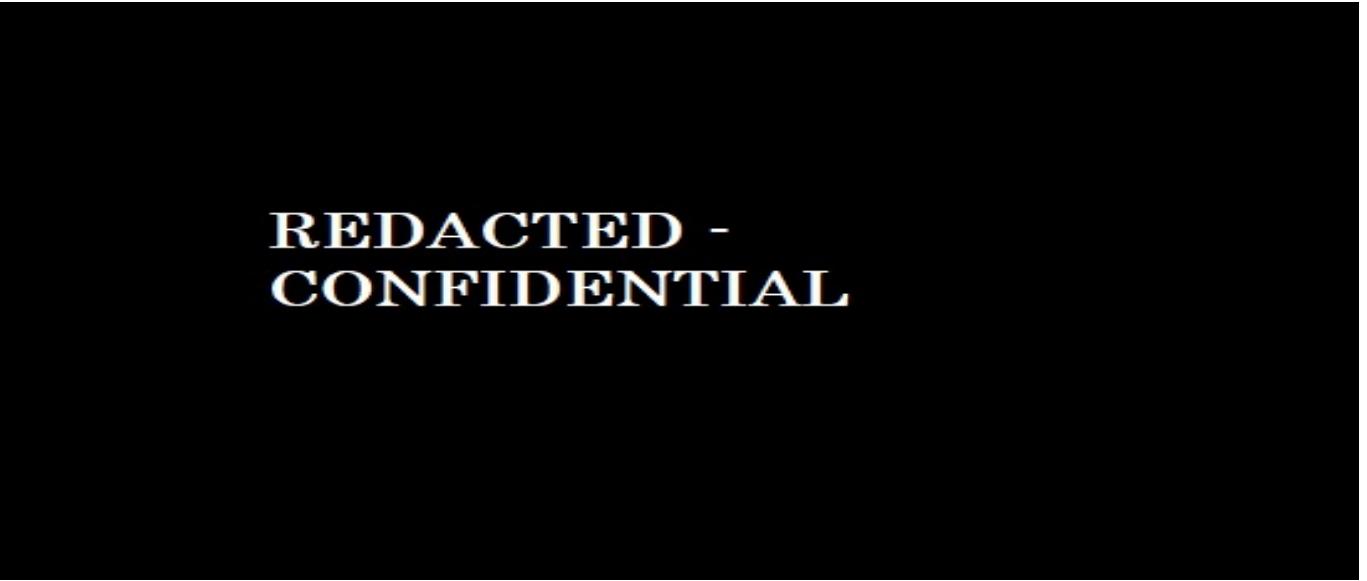
92 Can announcements in the LMS be delivered system -wide?

Yes, Canvas announcements can be posted for a specific course, a section, and globally across an institution. Global, account-wide announcements are sent from the Canvas Administrator's Dashboard. Administrators can also specify which user roles, accounts, or sub-accounts will receive the Global Announcement. The Global Announcement tool also uses the Rich Content Editor, giving administrators the choice to add rich content to their announcements. An example of a Global Announcement Notification and the Global Announcement Creation page is shown below.

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93 Can LMS deliver push notifications SMS/Texting notifications? If, yes, is the SMS gateway provided within the LMS solution?

Yes, users can set Push Notifications which will send notifications to the user's SMS device immediately. The SMS gateway is not provided in Canvas.



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Push Notifications

94 Does LMS have an integrated Lecture Capture Tool for recording course lectures? (Is this hardware or a software solution?) Is this solution native or does it require additional resources?

Yes. Canvas has both a native recording tool and integration with third party tools.

Canvas Conferences is a native collaborative webcasting and presentation tool and fully online course teaching tool with recording capabilities.

Canvas Conferences, as shown in the figure below, supports one-to-one, one-to-many, and many-to-many participants for all user types, includes synchronous chat functionality, and can be made available to outside participants when offered in a public course.

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Canvas Conferences Interface

Canvas also integrates with other lecture capture and conferencing tools, including WebEx, GoTo Meeting, Panopto, Echo360, Tegrity, and MeetingOne.

95 Does the LMS have an integrated synchronous Web Conference tool? (Is this a hardware or software solution?) Is this solution native or does it require additional resources?

Yes. As with the lecture capturing capabilities of Canvas Conferences, this is Canvas's conferencing tool.

Canvas Conferences is an intuitive way to communicate through synchronous audio, video, chat, polls, and live captioning in a safe and constructive learning environment. Canvas Conferences can be recorded for later reviewing, offers users the option of uploading materials during presentations, and provides users with an interactive whiteboard and a set of drawing tools. Conferences also lets teachers create polls that can be taken directly within the Conference interface.

Canvas Conferences includes live whiteboard and desktop sharing capabilities. Presentation materials can be uploaded to the whiteboard which provides a set of drawing tools with different pen widths, colors, geometric shapes, undo function, and eraser. These are a part of the Canvas Conferences system.

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*96 Does the LMS have an e
student portfolio.*

-Portfolio tool? It

Yes. Teachers and students can use the Canvas ePortfolio tool as a space to showcase and store their coursework and projects. ePortfolios have a variety of options that let students customize their ePortfolio to their needs:

- Pages can contain text, multimedia, and links to files and coursework submissions
- Set their ePortfolio as private
- Share publicly as URL or on social media
- Tie it to a course, program, and/or institutional assessments or Learning Outcomes
- Organize ePortfolio content into Sections and Pages
- Set their ePortfolio Pages to allow public and private commenting.

As long as students remain active in JCCC's SIS and maintain a login, they will have access to their ePortfolio(s). JCCC can elect to maintain students' ePortfolios after graduation for an additional cost. Your students can also save and download their ePortfolios as a .zip file prior to leaving or their graduation.

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In addition to the native Canvas ePortfolio tool, Canvas also supports integrations with Campus Pack, Mahara, Foliotek, Chalk & Wire, Pathbrite, PebblePad, Bluehost SPOKE, Portfolium, and Taskstream.

97 Is the e

-Portfolio a part of the base product?

Yes, Canvas ePortfolios is part of the base product and has no additional fees associated.

98 Can instructors create portfolios to assess students' progress?

Yes, similar to assignments, instructors can view, monitor, and comment on ePortfolios, enabling instructors to assess students' progress within courses.

99 Can students create their own portfolios?

Yes, the ePortfolio tool enables students to create their own portfolios which they can contribute to for as long as they have a Canvas login.

100 Does the portfolio tool have a functionality that follows students over multiple semesters and courses?

Yes, as stated previously, the Canvas ePortfolios will last as long as the student has an active login. Institutions can also pay a fee to keep content active following a student's graduation or leaving the institution if desired.

101 Can students provide permission somehow for a prospective employer to see their portfolio?

Yes, ePortfolios can be chosen to be shared publicly by URL or social media, and exported as .zip files for offline sharing with prospective employers.

102 How does the College control access to students' portfolios in your LMS?

So long as students remain active in the institution's SIS and maintain a login, they will have access to their ePortfolio(s). Institutions can elect to maintain students' ePortfolios after graduation for an additional cost. While still students with an active login, ePortfolios can be set to private or public as desired.

103 What happens to a portfolio once a student is no longer a student?

Student ePortfolios will remain within the system, though it will become inaccessible to students if there is no active login to retrieve it.

104 Can student export/import portfolio from/to other systems?

Yes, Canvas ePortfolios can be exported as .zip files for offline sharing. In addition to the native Canvas ePortfolio tool, Canvas also supports integrations with Campus Pack, Mahara, Foliotek, Chalk & Wire, Pathbrite, PebblePad, Bluehost SPOKE, Portfolium, and Taskstream, which enables import/export.

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109 Does the LMS provide the ability to add captions to assignments and assessments?

Yes. Canvas users can include video subtitles and captions. Users can create and apply closed captioning and subtitles to both new and previously uploaded videos and media files with the Subtitle Creation Tool.

Canvas's Subtitle Creation Tool leverages Amara to quickly create and review transcripts for closed captioning. Transcripts are then attached to course videos for integration into Canvas courses and linked or embedded into assignments, quizzes, announcements, or calendar notifications.

In addition to Amara, students and teachers can use other third-party services like YouTube and CaptionTube, to create their own closed captioning transcripts for import or upload. Supported file types include SubRip (SRT) and Web Video Text Tracks (WebVTT).

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Subtitle Creation Tool

110 Does the LMS provide different assessment time frames for individual students?

Yes. With Canvas Assignments, teachers have the flexibility to differentiate assignments between sections and students. When creating or editing an assignment, teachers can specify whether the assignment should be for everyone in the course, for specific sections, or for specific students. Only the section(s) and student(s) specified in the assignment details can view the assignment. The figure below shows the sectional release interface used for differentiating assignments.



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Differentiated Assignment Creation*111 Does the mobile app meet any of the above standards including WC3?*

Yes. The Canvas mobile apps are native applications on both the iOS and Android platforms. As native applications the W3C WCAG standards are not designed for, or applicable to, the applications suite. However, as native applications, the Canvas mobile suite can make use of the native platform's inherent accessibility options.

112 How long is data maintained? How easy is it to access data and to what level of granularity?

User information will remain active during the term of the agreement and for three months after expiration or termination. Instructure has no obligation to store customer content three months after expiration or termination.

Canvas Data will give College access to key Canvas data points and make it easy for JCCC to create on-demand querying, reporting, and analysis. Canvas Data is available as a daily flat-file download, which can be imported and used by JCCC's preferred reporting tools to produce valuable output in a variety of formats.

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Examples of user-generated reports from Canvas Data, using Tableau (top) and Microsoft Excel (bottom)

Canvas Data will help answer these questions:

- To what extent are departments/courses/teachers adopting Canvas?
- What are the Indicators of a successful department/course/instructor?
- Which courses are being retaken?
- How can College improve student retention?
- Which learning objects are students using most?
- How much time do successful students spend on the course?
- When should an instructor intervene with a student?
- What courses best fit a student's learning style?
- How are students doing in the course (current and historical)?
- How can students plan to be more effective?

College can use Canvas Data to address these common issues:

- Accreditation
- Improving course design
- Increasing student engagement
- Intervening with students at risk
- Providing data to support commercial activity
- Furnishing research projects with high-quality data

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113 What Analytics are available for organization to track learner performances that can improve retention and completion rates?

In addition to the Canvas Data explained in the previous response, Canvas Analytics provides a wide array of tools, analytics, and reports on a student, course, department, account, and sub-account level, which enables institutions to improve retention and completion rates. Canvas Analytics helps administration and faculty track and report student learning objectives or outcomes, as measured by pedagogical goals. These reported goals include curriculum or standards imported from an account, state, or Common Core level.

Teachers and administrators can view detailed graphical displays and analytic reports, comprehensive usage statistics, modification logs, and use customized reporting methods. These reports help monitor student learning objectives and outcomes, user access, student-to-teacher interactions, grade reports and trends. Analytic results can be used to identify at-risk

students, enhance the educational process, and track outcomes across a course, a department, or the entire JCCC for accreditation and reporting purposes.

In order to make course analytics easy and understandable, Canvas provides graphs and tables for Activity by Date, Submissions (missing, late, and on-time), Grades, and Individual Student Submission Data.

The Activity by Date graph shows the number of page views and participation activity by date. Specific participation and page views can be viewed by hovering over the date.



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Analytics: Activity by Date

The Submissions graph uses different colors and shapes to distinguish missing, late, and on-time assignment submissions. Specific percentages for each submission status can be viewed by hovering over the assignment.

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Analytics: Grade Performance Data

In addition to the visual analytics graphs, course activity and aggregate and individual activity tracking logs and reports include:

- User Activity by Date / Time / Course
- Course Activity
- Activity by Individual User
- By Student, for All Linked Learning Outcomes
- Page Views across Entire College Over Time
- Most Active Courses
- Outcome Results
- Student Competency

Program and course-level aggregate usage analytics and reporting in Canvas include:

- Count Users by Semester and Role
- Count Users in Active Courses by Semester
- List Courses by Semester (Active And Non-Active)
- List Users by Semester and Role
- List Users in Active Courses by Semester
- Page Views across Entire College Over Time
- Most Active Courses

- Activity by Users

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114 Does the LMS provide alignment with course assignments and objects to course learning outcomes and standards? (If so describe the process.)

Yes. Canvas Learning Outcomes enable the administration and teachers to track student progress by pedagogical goals or desired outcomes. Outcomes are used to:

- Focus student attention on the most important skills and activities in a course
- Align Quizzes and Assignments to different kinds of mastery
- Run reports at the account-level about student artifacts of learning mastery
- Align accreditation or other standards to programs of study, courses, or student assessments

Account, State, and Common Core Standards can be imported into Canvas courses as Outcomes. Users can nest outcomes by dragging and dropping outcomes to reflect organizational structure at the account, sub-account, and course levels.

Assessments created to test student knowledge, or to require students to demonstrate a specific skill resulting from a learning activity, can be aligned to Outcomes using Rubrics and grading. Grading student work automatically collects and compiles data on student progress for Outcomes. The data is available for reporting to support teaching improvement, identify at-risk students, and support the accreditation process. This unified, streamlined approach dramatically reduces the amount of work required to implement Outcomes through the intelligent reuse of assessment workflows in the grading process.

Aligning Outcomes to a Question Bank provides a more accurate measurement than a single question, due to the possible question variety and what is being measured. When applicable, it is possible to align multiple Outcomes to a Question Bank by aligning individual outcomes.

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115 What types of reports are available for tracking learning outcomes?

Canvas has multiple ways to report on learning outcomes. The Outcome Results report shows the learning outcome results for all students. This report also includes Question Bank. The Student Competency report shows the outcomes results for all students. For detailed reports, create outcomes at the account or sub-account level and add those outcomes to course activities. Course level Outcomes are not included in the report.

Additionally, as explained previously, Canvas Data will give College access to key Canvas data points and make it easy for JCCC to create on-demand querying, reporting, and analysis.

116 Can existing learning outcomes from D2L or Word Documents be imported into LMS?

Yes. Canvas can accept imports from D2L courses but not word documents.

117 Does LMS provide the ability to download or export data from analytics for use in Data warehouse?

Yes. Canvas data can easily be exported from Canvas which can be imported and used by JCCC's preferred reporting tools to produce valuable output in a variety of formats.

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Banner SIS: Grade Exchange Plugin

In the client institution's account, the full organizational hierarchy is recreated through the Banner SIS integration. The sub-accounts reflect the different colleges, departments, programs and courses unique to each College. The client institution's LMS administrator has complete control over the creation and management of user roles, user accounts, courses, sections, and the other LMS entities. Additional roles are created in Canvas to ensure correct correspondence with Banner.

The Canvas/Banner integration framework supports the following information interchange:

- Accounts
- Terms
- Courses
- Sections
- Cross-listing of courses and sections
- Users

- Accounts
- Enrollments
- Groups
- Group enrollments/memberships

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Virtually all Canvas features are exposed via the open API. A few examples of the functions that can be performed via API are:

- Creating and deleting user accounts
- Enrolling students
- Adding, dropping, and changing roles
- Storing, loading, and deleting custom data fields
- Exporting and importing grade information (as well as in CSV format directly from the Canvas Gradebook)
- Creating announcements
- Assessing student work
- Aligning learning outcomes
- Retrieving rubric evaluations
- Retrieving student work and artifacts
- Retrieving student artifacts and associated assessments according to learning outcomes

140 Does the architecture provide scalability to support a Massive Open Online Course (MOOC) Please provide details on process.

Yes. The Canvas Network grants anyone around the world access to open online courses for personal and professional development. Through Canvas Network, academic institutions have the flexibility to offer and deliver courses over the internet to a much broader audience than just their own employees or on-campus students. A College already using Canvas can easily move courses onto Canvas Network, extending their reach and enhancing their brand.

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Instructure continually evaluates the enhancements and extensions developed by the collective Canvas open source community. Based on their merits and their applicability to the Canvas community as a whole, the extensions and enhancements that add value and advance the LMS features and functionality of the Canvas platform are formally incorporated into the Canvas production code. Once incorporated, Instructure fully supports, maintains, and upgrades these added capabilities as part of the core Canvas product. For resources on API development, App development, and open source development, visit the [Canvas Dev & Friends Tech Blog](#).

142 What versions of AICC, SCORM and IMS Global standards do you support?

Canvas is a standards-based architecture and supports the following education technology specifications and standards. Instructure is a participating member of IMS Global. Canvas supports Common Cartridge 1.0/1.1/1.2/1.3.

- IMS Learning Tools Interoperability (LTI). Canvas is certified compliant with LTI v1.0 and v1.1. Support for LTI v2.0 has been recently completed. The LTI compliance page for Canvas on the IMS Global website is Canvas 2012-50-12: <https://www.imsglobal.org/compliance/canvas-2012-05-12>
- IMS Question & Test Interoperability (QTI). The QTI compliance page for Canvas on the IMS Global website is Canvas v2014.06.14: <https://www.imsglobal.org/compliance/canvas-v20140614>

- Learning Information Services (LIS). Canvas support for IMS Learning Information Services (LIS) is under development; Instructure has committed to support Ellucian's Intelligent Learning Platform (ILP) which leverages LIS.

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For example, teachers can easily provide an enhanced student experience with embedded Google Presos or PowToon Presentations (animated videos), help students access information from influential tools like TedEd, and give teachers access to the most recent breakthrough educational technology, like Google Apps for Education. JCCC teachers can extend their courses with online textbook LTIs, instructional videos, blogging tools, and much more to make course more functional and engaging. In short, the Canvas App Center provides teachers an easy way to build a better learning experience.

*144 Provide additional details recommended to establish a testing/development environment.
Do you include a license for a test instance? Is it identical to the production instance? Are full admin rights available to JCCC for the test instance?*

As mentioned previously, each institution is provided with a Test/Training Environment which is a fully functional test/training environment and is available to each institution 24x7x365 at no additional charge. This test instance is identical to the production instance in terms of capability and functionality. Only the content could differ. Full admin rights are available to the test instance. Please note, as also previously mentioned, Instructure refreshes the test/training environment with the institution's production data on a tri-weekly basis.

145 What support is available when software updates break functionality?

Software updates to Canvas virtually never break functionality, however should this occur, the support provided by Instructure and chosen by each institution is available to diagnose and solve whatever problems there may be. Instructure employs an industry-standard, traditional three-tier technical support methodology for incident reporting, escalation, and resolution. Instructure offers three support services packages: Basic, 24x7, and Tier 1 which is proposed by Instructure for this proposal.

- The Standard Support package is included in the Canvas subscription fee at no additional cost. Under the Standard Support package, first-tier support is provided by the institution's LMS Administrator and Instructure's Support team provides second- and third-tier Support.
- The optional 24x7 Support package offers around-the-clock, year-round support to institutions' local LMS administrators.
- The optional Tier 1 Support package offers around-the-clock, year-round support to faculty and teachers or to full faculty and students.

146 How often are software updates released? How are they communicated to customers?

Instructure's hosting services include automatic "hands-free" upgrades and updates, which means will never have to worry about patches, service packs, version numbers, or running unsupported versions of Canvas. This also means automatically have the latest security features and bug fixes.

Upgrade and updates are typically released to the Canvas production environment every third Saturday during off-peak hours. Instructure will also apply security-related bug fixes between the tri-weekly upgrade/update releases when needed. Instructure's rolling release methodology rarely incurs any system downtime.

Every upgrade and update is first deployed to a Canvas beta environment prior to being implemented into the production environment. JCCC will have access to the beta environment and can test drive new features and provide feedback about the upcoming/proposed changes.

Once released, the majority of improvements will be made available as part of the regular release cycle. Large feature changes are made available as a Feature Option, allowing your administrators to choose when they want to enable the new feature for the College. Most institutions will pilot the feature within their College and then turn it on for release between terms in order to give teachers time to understand and incorporate the feature into their everyday Canvas use.

Instructure emails detailed release notes to our clients' administrators in advance of the release date (when the release package is deployed to the beta environment) describing the new features, modified features, and/or bug fixes included in the release package as well as indicating if any downtime is expected when the release is deployed. The update/upgrade

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147 Is there a software update schedule for both a test and production environment? Can institution select dates and times for updates?

Yes. Each Canvas account includes access to and use of three environments, including Production, Test/Training, and Beta environments. These are provided at no additional cost.

- **Canvas Production Environment:** The Canvas production environment is available to the institution 24x7x365. As a true cloud service, the production environment is versionless and the same for all Canvas client institutions. Instructure guarantees 99.9% Canvas system availability for the production environment. The institution's users' access the Canvas production environment via the institution's Canvas URL typically using the naming convention: "institution.instructure.com" such as "astate.instructure.com." Instructure does offer a custom domain name (URL) for institutions at additional to cover the cost of the load-balancing instance needed to manage the load for each custom domain and the cost of managing the institution-provided SSL certificate for the domain.

- **Institution's Test/Training Environment:** The fully functional test/training environment is available to the institution 24x7x365. Instructure refreshes the test/training environment with the institution's production data on a tri-weekly basis.
- **Canvas Beta Environment:** The beta environment is available to the institution 24x7x365. Prior to release to the Canvas production environment, every new feature and function is first deployed to the beta environment for at least three weeks to give the users of Canvas client institutions the chance to test drive and provide feedback about upcoming new and upgraded features and functions. Instructure provides beta release notes on a tri-weekly schedule. Admins and teachers can access their institution's Canvas beta environment by default, but students' access to the beta environment must be enabled for the account. Instructure refreshes the institution's beta environment with data from the production environment each week. Certain new features may be released as opt-in only and will not appear until enabled in beta environment by the institution. Opt-in features are managed in the Feature Options tab within account or course Settings

148 Describe the technical support available. Include information relating to installation and implementation. Provide information about availability and access to support technicians, phone support, online resources, and peer support (other customers).

Instructure employs an industry-standard, traditional three-tier technical support methodology for incident reporting, escalation, and resolution. Instructure offers three support services packages: Basic, 24x7, and Tier 1.

- The Standard Support package is included in the Canvas subscription fee at no additional cost. Under the Standard Support package, first-tier support is provided by the institution's LMS Administrator and Instructure's Support team provides second- and third-tier Support.
- The optional 24x7 Support package offers around-the-clock, year-round support to institutions' local LMS administrators.
- The optional Tier 1 Support package offers around-the-clock, year-round support to faculty and teachers or to full faculty and students.

The following table provides a comparison of the services offered in the Basic Support 24x7 Support, and Tier 1 Support packages offered by Instructure.

Canvas Support Options

	Basic Support	24x7 Support	Tier 1 Support
Cost	Included in subscription fee	20% of annual subscription fee or \$2,500 minimum	10% of annual subscription

			\$1,000 per year minimum (\$500 one-time setup fee)
Online Canvas Help Center	24/7/365	24/7/365	24/7/365
Canvas Community Access	24/7/365	24/7/365	24/7/365
End User (Teacher/Staff) Support	Institution LMS Admin*	Institution LMS Admin*	Institution LMS Admin*and Teachers
Web Form/Email Support	2 business day response time	8 hour response time	1 hour response time 2 minutes for live chat
Phone Support (for local LMS Admin)	M-F 6am to 6pm Local Time	24/7/365	24/7/365
Authorized LMS Admin Support Accounts*	1	3	3

1 Additional LMS Administrator support accounts are available at additional cost

Tier 1 Support by Instructure's Support team provides first-line help desk support to answer how-to questions about Canvas features and functions and troubleshoot and resolve problems. The institution's users can contact Instructure's Tier 1 Support staff 24/7 through online case submission, chat, e-mail, or phone. The institution's LMS administrator(s) have access to all user-submitted cases and monthly usage reports. Instructure's Tier 1 Support requires the purchase of 24x7 Support. Tier 1 Support service level agreements are provided in the table below.

Tier 1 Support Service Level Agreements

Service	Service Level Agreement
First-response time: phone	80% of calls answered in 60 seconds or less
First-response time: online chat	80% of chat requests answered in 120 seconds or less

First-response time: email / webform cases	80% of cases receive a first response in 60 minutes or less
First-contact resolution	75% of cases resolved on first contact

During Implementation, support would be provided by the implementation team.

149 Is there a limit to the number of accounts we would receive that would have access to the LMS support site and ability to create support tickets?

Yes. The amount of individuals who can submit and access support tickets will be based on the support package chosen. Basic Support is allowed 1 and 24/7 and Tier 1 have 3.

150 Do super users authenticate using the same solutions as regular users?

Yes, super users or administrators would authenticate the same way other users would. The rights and permissions granted in Canvas is based on an individual's login information.

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Uptime Guarantee

Instructure's Service Level Agreement guarantees 99.9% Canvas system availability. Instructure continually monitors the performance of the Canvas service and any user can monitor Canvas's uptime and availability at community.canvaslms.com/community/labs/uptime. Users also have the option to subscribe and receive incidents and downtime alerts by Atom feed or RSS feed whenever new information is posted to the Canvas Status Page. Instructure's Service Level Agreement does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue originating from the customer or a user.

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Maintenance Schedule

Instructure's hosting services include automatic "hands-free" upgrades and updates. Upgrades and updates are typically released to the Canvas production environment every third Saturday morning. As warranted, Instructure will apply security-related bug fixes between the tri-weekly upgrade/update releases. Instructure emails detailed release notes in advance to institutions' Canvas administrators describing the new features, modified features, and/or bug fixes included in the release package as well as indicating if any downtime is expected when the release is deployed.

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154 Describe standard space allocation for users and courses, including any additional information regarding costs and/or procedures for requesting additional space. (Please list on pricing sheet)

Canvas provides each institution with a set amount of cloud storage, typically calculated as 500mb/FTE, which can be pooled or allocated at the discretion of the institution. Storage quotas can be set per-course or per-account, including personal file storage for teachers or students, or be allocated to heavily trafficked or highly demanded courses as necessary. Additional storage is available for \$0.50 per 500 MB per total FTE count. Institutions can request additional storage.

155 Can you commit to a response time?

No. Instructure is not able to guarantee Canvas page load times because we do not have control over the “last mile” of connectivity to Canvas user networks. However, we monitor the performance of Canvas around-the-clock using external performance monitoring tools such as Pingdom™ and internal open and closed source monitoring tools in order to ensure that Canvas performs within expected tolerances. Over the past twelve months, the average server response time across all user tasks was 447 milliseconds.

156 Do you have the ability to scale up capacity quickly when needed?

Yes. Canvas currently has a staggering 10 million active users and peak concurrent usage of more than 500,000 users. This is all done without Canvas slowing down because the Canvas architecture and the AWS infrastructure are fully horizontally scalable. This architecture provides virtually limitless capacity and lets Canvas to respond to usage spikes in real-time and to accommodate expanded, long-term usage. The Canvas "stack" is a dynamic scaling web application built with our own automated scaling and automated provisioning technology. In other words, when your concurrent user number grows, Canvas automatically adds resources.

157 Are there controls and/or options for “blackout” periods that restrict updates (start of the fall term, etc.)?

Yes. Once released, the majority of improvements will be made available as part of the regular release cycle. However, some features will be placed in the Account Settings as a Feature Option because of the change impact and implications. Canvas's Feature Options allow the University's LMS administrator(s) to choose when they want to enable the new feature for the

institution. Most institutions will pilot the feature before enabling it for release between semesters in order to give teaching staff time to understand and incorporate the feature into their everyday Canvas use.

158 How do you restore deleted course content (quizzes, questions, gradebook, discussions, dropbox...)

To provide the ability to recover deleted courses and course content Canvas employs soft deletion, which enables the institution's Canvas administrators, or other users, with appropriate permissions to use the administrative Restore Courses tool or the Restore Deleted Items function to restore deleted courses and content in a matter of minutes, requiring only the time it takes to locate the course or content in the list of deleted courses or content and clicking Restore.

Additionally, two Canvas tools—Pages and Gradebook—provide revision histories and the ability to revert to a previous version.

- **Pages** - Users can view the page history and see the date, time, and author of any changes made to the page. Page editors can also roll back the page content to a previous version of the page.
- **Gradebook** - The Grading history of the Gradebook enables instructors to see who graded each assignment and selectively revert scores for students. For quizzes, instructors can also view historical data for any regraded quizzes.

Additional information about restoring deleted courses and course content is available in the online Canvas Guides including:

- How do I undelete a course in an account?
- How do I view the history of a page in my course?
- How do I use grading history in the Gradebook?

159 What sort of undo/restore functions does your LMS have?

If chooses to delete a course, the course is only soft-deleted, similar to a desktop's recycle bin. If student details or course content are deleted, then it can be easily recovered from the soft-delete. If a student enrollment is deleted, teachers still have access to that student's submitted content. All of this is done without admins, teachers, or students ever having to backup their courses or content; Canvas automatically does this for you.

Additionally, two Canvas tools—Pages and Gradebook—provide revision histories and the ability to revert to a previous version.

- Pages - Users can view the page history and see the date, time, and author of any changes made to the page. Page editors can also roll back the page content to a previous version of the page.

- Gradebook - The Grading history of the Gradebook enables instructors to see who graded each assignment and selectively revert scores for students. For quizzes, instructors can also view historical data for any regraded quizzes.

160 Do you provide enterprise disaster recovery?

Yes, enterprise disaster recovery is contained within Instructure's Disaster Recovery document. This document describes the plan and procedures that Instructure has established to recover from disasters affecting its production operations. We describe how the Canvas LMS Software as a Service (SaaS) offering has been architected to recover from disaster scenarios, the steps to be taken when disasters are declared, the policies regarding notification of partners during disasters, and several example scenarios and how they affect the service. Our disaster recovery procedures address events which would affect an entire facility. Failures of individual components are recovered through architectural redundancies and fail-over mechanisms.

Policy and Practices

Definition of Disaster

A disaster is defined as any disruptive event that has potentially long-term adverse effects on the Instructure service. In general, potential disaster events will be addressed with the highest priority at all levels at Instructure. Such events can be intentional or unintentional, as follows:

- **Natural disasters:** Tornado, earthquake, hurricane, fire, landslide, flood, electrical storm, and tsunami.
- **Supply systems:** Utility failures such as severed gas or water lines, communication line failures, electrical power outages/surges, and energy shortage.
- **Human-made/political:** Terrorism, theft, disgruntled worker, arson, labor strike, sabotage, riots, vandalism, virus, and hacker attacks.

Declaration of Disaster

All potential disasters will be escalated immediately to the Director of DevOps. The Director of DevOps is responsible for assessing the event and confirming the disaster. Once the disaster is declared, the Director of DevOps is responsible for directing recovery efforts and notifications.

Key Organizational Resources

Disaster Recovery Team

The Disaster Recovery Team (DRT) is made up of key engineers and operations employees. The responsibilities of the DRT include:

- Establish communication between the individuals necessary to execute recovery
- Determine steps necessary to recover completely from the disaster

- Execute the recovery steps
- Verify that recovery is complete
- Inform the Director of Operations of completion

Notification

There are several parties that must be notified at various stages during disaster events.

Notifying Staff

The Director of Operations is responsible for making sure the DRT and any other necessary staff are notified of a disaster event and mobilized. Notification of staff will generally happen via cell phone.

Notifying Clients and Business Partners

Clients and business partners will be notified at various stages of disaster recovery using email and our official status page. If these methods are unavailable, notification will happen via alternative means (cell phone, etc.) as provided by each client institution. The stages of notification are:

- **Disaster Declaration:** When a disaster is declared the notification will include a description of the event, the effect to the service, and any potential impact to data.
- **Completion of Recovery:** Once recovery is complete and the service is available, the notification will include general information about steps taken to recovery, and any data that may have been impacted. If the recovery is partial and the service is still in a degraded state, this notification will include an estimate of how long the degradation will continue.

Testing

A Disaster Recovery Plan is only useful insofar as it is tested regularly. The Director of Operations is responsible for ensuring that the plan is tested in its entirety at least annually and in part whenever major components are changed.

Disaster Recovery Solution

Current Operating Infrastructure

Canvas is based on a multi-tier cloud-based architecture. Each component is redundant with active monitoring for failure detection and failover. The different tiers are:

Load Balancers

All web traffic to .instructure.com is served by two load balancers in an active/passive configuration. The load balancers are responsible for directing traffic to the next tier.

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161 How long are individuals courses kept within the system? Will system admins have the ability to restore courses or retrieve archived information for grade disputes, litigations, or other special requests? If not will those needs be provided as a service and what are the associated costs for those types of service?

As a true cloud service, Canvas makes traditional backup and archiving obsolete because all past and current Canvas course data and content are maintained and remain fully accessible online. All of this is done without admins, teachers, or students ever having to backup their courses or content; Canvas automatically does this for you.

Canvas's backup provides a better, hands-free solution to archiving data. As long as JCCC's Canvas account is active, there is no need to archive courses to and restore courses from long-term storage. There is no additional cost for maintaining past Canvas course data and content online.

If the College requires additional archiving, Canvas functionality includes:

- Canvas administrators and instructors can make concluded courses "read-only." When an instructor or administrator concludes a course, it means that all users in the course will have read-only access to the course.
- Staff can conclude courses, which can be archived by course or sub-account. Canvas enables devolved management to archive courses via the Export Course Content tool.

Additionally, Canvas's built-in Admin Tool allows administrators, or faculty with administrative permissions, to restore courses that have been deleted, should that be necessary. Restoring a course restores the previous course URL and all content, however, enrollments cannot be restored. As shown in the figure below, admins can restore a course by entering the Course ID [1] or using the drop-down menu to select a course [2].



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Admin Tools: Restore Courses

162 Describe how JCCC's presence in your cloud is shared or managed with respect to other customers in a hosted cloud environment.

Most structured data such as courses, user information, and assignments are stored in a PostgreSQL database. This data is horizontally partitioned between instances based on account and demand.

163 Does the company have materials that provide a general overview including system navigation tips? If yes please describe & what is the availability of these materials.

The Community contains links to Canvas Guides, which explain system navigation and tutorials, video tutorials, FAQs, user-group specific help, discussion boards, release notes, and Canvas Communities sites, including Google Groups, Facebook, Listserv, Open Source, and client-specific communities. The online Canvas Guides are an extensive set of user and technical documentation and include Quickstart Guides for students and teachers and is available 24x7x365 for all users. The best part is that it usually takes less than 30 hours for users to get a response when they post a question in the Canvas Community.

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The Community is where new and experienced Canvas users go to find answers, share ideas, and participate in special interest and user-focused groups including Canvas Strategies, Canvas Administrators, Instructional Designers, Higher Education, K-12, and Canvas Developers. The Canvas Guides provide user-focused, step-by-step instructions and best practices for getting the most out of the Canvas toolset and mobile apps.

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To welcome new Canvas users, the Getting Started page provides introductions to Canvas, to the Canvas Community, and to Community missions. Community missions sets of activities that promote on-boarding into the Community and/or encourage on-going member engagement. When users complete a mission they are awarded badges and/or points to mark their participation or new skill.

Canvas Guides Categories	
Canvas Admin Guide	Canvas Teacher Guide
Canvas Observer Guide	Canvas Student Guide

Canvas Video Guide	Catalog Guide
Commons Guide	Mobile - Canvas by Instructure
Mobile - MagicMarker	Mobile - Polls for Canvas
Mobile - SpeedGrader	Mobile - Teacher Tools
Mobile – Parent Tools	

Online Canvas Guides

The Canvas Video Guide is a continually-growing library of over 200 captioned video tutorials tagged by the intended audience: All Users, Administrators, Teachers, Students, and Observers.

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164 Describe the end user support plan to accompany purchase of your LMS including documentation and routine support.

End users will be supported by the Canvas Community, explained previously. The Canvas Community, available online 24x7x365, provides ongoing support to users including written and video tutorials within the Canvas Guides and the Community, where questions can be asked of other users. The Canvas Guides are updated alongside the tri-weekly Canvas updates, ensuring the content is always up-to-date.

165 Does the company have online support materials available for student's faculty/designers including contextual help feature tutorial guides and any other available forms of support? If yes please briefly describe these online support materials.

Yes, the Canvas Community, explained in depth previously, provides all users with written and video tutorials and other support. This content is available online 24x7x365.

166 Do you provide an open support community?

Yes, the Canvas Community, explained in depth previously, provides all users with an open community where users can discuss Canvas topics, give suggestions, ask questions of the Community, and receive help and answers. This content is available online 24x7x365.

167 Is the LMS helpdesk function an additional cost?

No, the Canvas Community has no additional cost.

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169 IT Help Desk Support

Canvas has a Help Button located in the navigation menu of every Canvas page. This help button leads users directly to the Canvas help desk, where users can submit errors, ask Canvas functionality questions, and ask about system requirements.

When a user submits a request to our Help Desk, Canvas automatically collects helpful information (debugging data) without any effort required from the end user. This information includes: user name, date/time data, OS type/version, browser type/version, Canvas page where the user was visiting when they submitted their request, and detailed error data if the user submitted their request from an error message page. Within the Canvas ticketing system, users are able to upload supporting information (screen dumps, files, etc.) to the support system in order to help their issue be quickly diagnosed.

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170 Describe expected response times, including problem escalation through problem resolution. . What, if any, are the costs associated with a same day response model?

As explained previously, Instructure employs an industry-standard, traditional three-tier technical support methodology for incident reporting, escalation, and resolution. Instructure offers three support services packages: Basic, 24x7, and Tier 1.

- The Standard Support package is included in the Canvas subscription fee at no additional cost. Under the Standard Support package, first-tier support is provided by the institution's LMS Administrator and Instructure's Support team provides second- and third-tier Support.
- The optional 24x7 Support package offers around-the-clock, year-round support to institutions' local LMS administrators.
- The optional Tier 1 Support package offers around-the-clock, year-round support to faculty and teachers or to full faculty and students.

The following table provides a comparison of the services offered in the Basic Support 24x7 Support, and Tier 1 Support packages offered by Instructure.

Canvas Support Options

	Basic Support	24x7 Support	Tier 1 Support
Cost	Included in subscription fee	20% of annual subscription fee or \$2,500 minimum	10% of annual subscription \$1,000 per year minimum (\$500 one-time setup fee)
Online Canvas Help Center	24/7/365	24/7/365	24/7/365
Canvas Community Access	24/7/365	24/7/365	24/7/365
End User (Teacher/Staff) Support	Institution LMS Admin*	Institution LMS Admin*	Institution LMS Admin*and Teachers
Web Form/Email Support	2 business day response time	8 hour response time	1 hour response time 2 minutes for live chat

Phone Support (for local LMS Admin)	M-F 6am to 6pm Local Time	24/7/365	24/7/365
Authorized LMS Admin Support Accounts*	1	3	3

1 Additional LMS Administrator support accounts are available at additional cost

Support cases carry several attributes, as listed in this table.

Support Case Attributes

Attribute	Description
Status	New - a case not yet assigned to an agent Open – a case assigned to an agent Pending – a case to which Support has replied, now awaiting a user's response On-hold – a case is associated with an open engineering ticket Solved – a case for which Support has presented a resolution
Severity	Users can indicate the severity of the issue from their perspective
Category	How-to question – a question from a user about a Canvas feature or function Bug – a situation in which Canvas is not behaving as intended Feature request – a suggestion from a user to change the intended behavior of Canvas in a specific way End-user issue - a problem caused by a user's browser, computer, network, or another non-Canvas factor

A sample help desk incident case is shown in the figure below.

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171 Describe installation and implementation support, including hours/availability of different tiers, documentation, and routine support.

Instructure's Canvas Implementation Services Packages provide service options to meet each client institution's implementation requirements—ranging from minimal support and guidance to full project ownership and management by Instructure.

The Standard, Enhanced, and Premium Implementation Services Packages are outlined in the Table below.

Canvas Implementation Services Packages

Package	Services	Target Audience
Standard Implementation Services	Instructure provides a single point-of-contact to help and guide your institutions to a successful	Institutions with limited budgets and their own project management and technical resources to undertake the

	implementation based on our standard model and checklists.	implementation with Instructure's assistance.
Enhanced Implementation Services	Instructure provides additional implementation resources, increased training, and accepts ownership of identified tasks to accelerate the implementation.	Institutions that desire a more rapid implementation and that have identified complexities in their implementation requirements.
Premium Implementation Services	Instructure leads the project and comes on-site, leveraging proven best practices to ensure the project is driven effectively to a successful conclusion.	Institutions that desire the fastest implementation based on Instructure's proven best practices and that want Instructure to drive the implementation project.

The table below compares the included services and the typical duration of the Canvas Implementation Services packages. Price is dependent upon service level and number of users.

Canvas Implementation Services Packages: Included Services and Duration

Package	Included Services	Typical Duration
Standard Implementation Services	<ul style="list-style-type: none"> • Canvas production account and test/training instance setup • Weekly call with assigned Implementation Consultant • General implementation guidance, assistance, and troubleshooting of client-initiated course migrations, third-party tools integrations, and account settings. • Access to unlimited instructor-led online training for up to 20 named users for 12 months from contracted date. • Sample project plan, access to guides, public courses, and best practices documentation • Authentication integration support with access to guides and assistance troubleshooting client-initiated LDAP, SAML, OAuth, and CAS integrations 	10 – 12 weeks

	<ul style="list-style-type: none"> • Site branding support through the Theme Editor, branding for Canvas including application of a color scheme and logos for the top navigation and login page • Basic SIS integration support with guidance, assistance, and troubleshooting of client-initiated SIS integration • Support services implementation with creation of help desk account(s) for the client, or set up forwarding ticket emails to their existing help desk system, and training on incident reporting, escalation, and resolution management 	
Enhanced Implementation Services	<ul style="list-style-type: none"> • All services included in the Standard Implementation Services Package • Remote project manager • Weekly project status meeting • Customized project plan • Internal Marketing to Drive Adoption and Lead Internal Marketing Activities • Import up to 1,000 courses¹ • One day of customized on-site training 	8 to 10 weeks (16 weeks max)
Premium Implementation Services	<ul style="list-style-type: none"> • All services included in the Standard Implementation Services Package • Implementation Team including project manager, trainer, and technical experts • Weekly project status meeting • Internal Marketing to Drive Adoption and Lead Internal Marketing Activities • Import up to 5,000 courses¹ • 3 consecutive days of customized on-site training • Up to two onsite visits from Implementation Consultant and Customer Success Manager (These visits will 	4 to 8 weeks (24 weeks max.)

	<p>facilitate adoption consulting, needs discovery, and execution of the implementation)</p> <ul style="list-style-type: none"> o Assessment and Planning - Determine current resources, goals and outcomes for Canvas adoption, and barriers to those outcomes and goals. o Process Design - Determine what internal processes need creation, what processes would need change and what processes would be replaced. o Roll-Out Design - Determine the most effective roll-out strategy for Canvas including internal and external messaging, and a professional development plan. o Support and Accountability Design - Planning for Canvas as a long-term solution. 	
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¹ Supported course migration formats: Blackboard 6-9x export .zip, Blackboard Vista/CE course, WebCT 6+ course, ANGEL export .zip, Moodle 1.9/2.x .zip, Desire2Learn export .zip, and Common Cartridge 1.0/1.1/1.2/1.3, eCollege and native Canvas format. Non-supported formats require additional work by Instructure's Professional Services at additional cost. Migration activities include the automated import of content that maps to similar Canvas course content types. Quality assurance and any necessary remedial cleanup of migrated courses and course content are the responsibility of the client. Any issues identified will be managed through the standard technical support process. Optionally, Instructure offers course migration, quality assurance, and remedial cleanup services through engagement with Professional Services as specified by an additional statement of work.

The typical timeframe for an implementation and full migration of legacy LMS content falls in 4- to 12-week range. The exact timeline for a particular implementation depends on whether the College is using API functions, SIS integration, identity provider options, and the availability and expertise of resources within the client institution. Each new client institution is assigned an Instructure Implementation Consultant who, with the support of our Customer Success team, is responsible for executing and monitoring the implementation plan and timeline, and is the main point of contact for questions about implementation including technical, onboarding, and integrations issues.

Reporting to the Implementation Consultant, the Training Coordinator is responsible for customizing and delivering training to the institution's staff, which can include 20 named users. The online Standard Training Package is included as part of the one-time implementation fee. Optional high-level and onsite training is available for an additional fee.

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173 Describe all available support packages and associated costs.

As explained previously, Instructure employs an industry-standard, traditional three-tier technical support methodology for incident reporting, escalation, and resolution. Instructure offers three support services packages: Basic, 24x7, and Tier 1. The following table provides a comparison of the services offered in the Basic Support 24x7 Support, and Tier 1 Support packages offered by Instructure.

Canvas Support Options

	Basic Support	24x7 Support	Tier 1 Support
Cost	Included in subscription fee	20% of annual subscription fee or \$2,500 minimum	10% of annual subscription \$1,000 per year minimum (\$500 one-time setup fee)
Online Canvas Help Center	24/7/365	24/7/365	24/7/365

Canvas Community Access	24/7/365	24/7/365	24/7/365
End User (Teacher/Staff) Support	Institution LMS Admin*	Institution LMS Admin*	Institution LMS Admin*and Teachers
Web Form/Email Support	2 business day response time	8 hour response time	1 hour response time 2 minutes for live chat
Phone Support (for local LMS Admin)	M-F 6am to 6pm Local Time	24/7/365	24/7/365
Authorized LMS Admin Support Accounts*	1	3	3

1 Additional LMS Administrator support accounts are available at additional cost

174 Do higher levels of support cost extra and does that differ between a hosted and non-hosted environment?

Yes, Basic Support is included with a Canvas subscription and 24x7 and Tier 1 are additional costs. Instructure does not provide support to self-hosted instances of Canvas.

175 Describe regular maintenance procedures. Include information on update support, typical update cycles, notification processes, and database problem support.

As explained previously, Instructure's hosting services include automatic "hands-free" upgrades and updates, which means will never have to worry about patches, service packs, version numbers, or running unsupported versions of Canvas. This also means automatically have the latest security features and bug fixes.

Upgrade and updates are typically released to the Canvas production environment every third Saturday during off-peak hours. Instructure will also apply security-related bug fixes between the tri-weekly upgrade/update releases when needed. Instructure's rolling release methodology rarely incurs any system downtime.

Every upgrade and update is first deployed to a Canvas beta environment prior to being implemented into the production environment. JCCC will have access to the beta environment and can test drive new features and provide feedback about the upcoming/proposed changes.

Once released, the majority of improvements will be made available as part of the regular release cycle. Large feature changes are made available as a Feature Option, allowing your administrators to choose when they want to enable the new feature for the College. Most institutions will pilot the feature within their College and then turn it on it for release between terms in order to give teachers time to understand and incorporate the feature into their everyday Canvas use.

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176 Describe training available for College LMS administrators and systems administrators including any additional cost involved. (Please list on pricing sheet)

Instructure's online Canvas Training Subscription is included with all three Canvas Implementation Services packages. The Training Subscription provides unlimited access to any of Instructure's publicly scheduled classes for the first 12 months for up to twenty (20) named learners. Varying levels of training are available in Canvas administration, support, and faculty/user training. With the Training Subscription, learners can:

- Take unlimited trainings for the 12-month subscription duration
- Register for pre-scheduled, recurring trainings on the easy-to-use calendar on the Canvas

- Select from a variety of training topics relevant to their level of Canvas knowledge and areas of interest—administration, support, course management, instructional design, or specific topics, such as learning outcomes and rubrics, assessments and grading, and the Canvas mobile apps Training website

177 Describe any other training/support materials available (online and otherwise) including any additional fees. (Please list on pricing sheet)

Training and support materials included are found within the Canvas Community, which is available to Canvas subscribers at no additional cost.

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179 Are upgrades mandatory or optional and are clients allowed to opt in or out of an upgrade? What measures are in place to prevent upgrades from breaking client integrations?

Yes. Every upgrade and update is first deployed to a Canvas beta environment prior to being implemented into the production environment. JCCC will have access to the beta environment and can test drive new features and provide feedback about the upcoming/proposed changes.

Once released, the majority of improvements will be made available in Canvas as part of the regular release cycle. However, large feature changes are made available as a Feature Option, allowing your administrators to choose when they want to enable the new feature for the College. Most institutions will pilot the feature within their College and then turn it on it for release between terms in order to give teachers time to understand and incorporate the feature into their everyday Canvas use.

180 What configuration options does your solution provides for logging end-user and administrator actions? What is the retention policies, and purging process for your logging? Is there an additional charge to increase this limit?

All user activity, including administrators, is logged in the system and stored in a log store which cannot be modified, even by the administrator. 90 days-worth of activity logs are exposed through the system, however, it is Instructure's policy to never delete any log information. The

institution may request access to log data older than 90 days through Instructure's support help desk, though there may be an additional fee associated with the recovery of the data from backups and restoration into a usable format.

181 Does JCCC have the ability to get direct access to logs if desired or required? Can specific logged events be trapped and sent as notifications to JCCC managed systems, dashboards or other correlation systems? Can log files be sent to JCCC for retention and/or aggregation?

Yes. Canvas audits and identifies the date and time of any input, change, access request, and the date and time a change is effective and who accessed it. Canvas provides administrator level accounts which allow admin access to back-end functions, various reporting and log files via the interface.

Canvas logs online, real-time viewing and printing of all audit trail and audit history information by authorized users. All messages can be audited to help support any internal policies the College may have for privacy or bullying.

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FERPA Compliance

Canvas is built to comply with the Family Educational Rights and Privacy Act (FERPA) by design, and Canvas readily integrates with other campus systems to prevent unauthorized access to FERPA-protected data. Whether implemented as a standalone system or as a fully

integrated component of the campus IT/IS infrastructure, Canvas provides educational institutions and agencies with multiple mechanisms and technologies to manage, enforce, and comply with the provisions of FERPA and to fulfill their responsibilities under its requirements.

FERPA Overview

FERPA is a Federal law that protects the privacy of student education records. The law applies to all schools and institutions that receive funds under the applicable program of the U.S. Department of Education. FERPA provides students, and in some instances parents, the right to inspect their education records and some ability to control the disclosure of information contained in their education records.

FERPA requires educational agencies, which disclose personally identifiable information from a student's education record to other school officials, to use "reasonable methods" to insure school officials obtain access to only the education records they have legitimate educational interests in.

Table 6–1 identifies key sections and requirements of the Family Educational Rights and Privacy Act (FERPA) and briefly describes how Instructure and the Canvas learning management system (LMS) comply.

Table 6–1. Key FERPA Requirements and Instructure and Canvas Compliance

Item	FERPA Section	Requirements	Comments
Instructure as a "School Official"	34 CFR§ 99.31 (1)(i)(B)	(1) Performs an institutional service or function for which the agency or institution would otherwise use employees; and (2) Under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to the requirements of § 99.33(a) governing the use and redisclosure of personally identifiable information from education records.	Instructure is under the direct contractual control by the agency or institution with respect to the use and maintenance of education records.
Agency or Institution Disclosure to Instructure as a "School Official"	34 CFR § 99.31 (a)(ii)	Education institution must use "reasonable methods" to make sure school officials have access to only education	Provide Instructure only the information needed to serve its function.

		records they have legitimate educational interests in.	Access to educational records is dictated by course enrollment and role data provided by the institution. Access inside of a course can be further limited by groupings of students.
Requirement of Further Non-Disclosure	34 CFR § 99.33 (a)(1)	School can disclose information only on the condition that the party to whom the information is disclosed will not disclose the information to any other party without the prior consent of the parent or eligible student.	Contract with Instructure specifies that Instructure not disclose the information to any other party and otherwise in compliance with FERPA.
Permission settings within the Software	34 CFR § 99.30 (a)	Parent or eligible student shall provide a signed & dated written consent before an educational agency or institution discloses personally identifiable information from the student's educational records, except as provided in § 99.31.	Agency or institution can change the permissions settings within the software to allow for, or deny, access to certain types of users.(See below page 6)
Course Settings	Same as above	Same as above	Agency or institution can change the course settings within the software to allow certain users to access the course.(See below page 7-8)
Account Settings	Same as above	Same as above	Agency or institution can change the account settings within the software to allow only certain users to access features. (See below page 9)
Names, not potentially sensitive contact information are displayed in Canvas(security feature)	Same as above	Same as above	Canvas displays students' names in the course; however students' email addresses or phone numbers will not be displayed. Students enrolled in the same course can contact one another, but the communication will be

			mediated through Canvas and students' email addresses will not be disclosed.
Log off inactive users (security feature)	Same as above	Same as above	Canvas automatically logs out users after a period of inactivity.
Browser Session Logout(security feature)	Same as above	Same as above	Once a browser session is closed and a new browser is opened, Canvas will require the user to login again.
Authentication Integration	Same as above	Same as above	Single-sign-on is highly encouraged. All access to the system is dictated by the Institution-controlled identity system (SAML 2.0, CAS, LDAP, Shibboleth etc.).

Customization

Under FERPA, each school must define in their annual notification who constitutes a school official and what constitutes a legitimate educational interest.^[1] Because of this variation, Canvas provides settings that can be configured to conform to each school's definitions. This document describes the various Canvas settings related to FERPA, the default settings, and the changes that may be made to these settings.

Permissions

One of the main FERPA-related tools available to educational agencies is the ability to define the permission settings for specific user roles in Canvas. Roles are established and communicated within Canvas by the type of course or section enrollment. The management of enrollments and the associated role permissions enable schools to specify what data each user can view. Both instructor and teacher's assistant enrollments can be limited to student data in a section, which is a sub-group of the overall course enrollments. Enrollment data is typically furnished via integration with the institution's student information system (SIS). The default permission settings can be changed to either allow or deny access to specific features and data.

To access the permission setting page in Canvas as shown in Figure 6–1, select “Permissions” from the dashboard’s left hand menu in a Canvas course. In addition to the user roles of Students, Teachers, and Course Designers, Canvas also has the predefined roles of:

- TAs – individuals who serve as a teacher’s assistants.
- Observers – individuals who have access to the course, but do not participate in the course.

Course Settings

All data and course content is securely stored under an associated access control policy. Every time the data or content is accessed, this access control policy is consulted before access is granted to the requested resource. By default, Canvas only allows users enrolled in a course to view course content. With the growing need for OpenCourseWare and open educational resources, Canvas, through the mechanism of these access control policies, can safely permit the sharing of course content publicly while protecting and maintaining the privacy of all personal and FERPA-associated content. These policies support the sharing of continuously updated course content without compromising data security.

Authentication Integration

Single Sign-On (SSO) is configured at the account level. SSO gives the institution full control over which users are authenticated and how that authentication is performed. Role information is communicated with enrollment data via integration with the institution’s SIS. Supported identity protocols include LDAP, Active Directory, CAS, SAML, oAuth, 2.0, and Shibboleth.

Assessment Results in External Notifications

An educational agency can decide whether or not it will allow students to have the ability to opt-in to receiving grades by external notifications through email, SMS, or other communication channels. By default, when an instructor assesses submitted assignments, students can receive notifications that they have received a grade on a specific assignment, but the notification will not include the grade received. If the educational agency has selected this option, it will allow the student to consent or opt-in to receive the grade in the notification as well.

Other Default FERPA-related Features

Additional features in Canvas related to FERPA compliance include:

- **Inactive user logout.** Canvas will automatically logout the user after a period of inactivity.
- **Browser session logout.** Once a browser session is closed and a new browser session is opened, Canvas will require the user to login again.

Protection of sensitive contact information. Although Canvas displays students’ names, Canvas will not display students’ email addresses, phone numbers, and other sensitive contact

information to other students. Canvas mediates communications, allowing users enrolled in the same course to contact one another without the disclosure of users' actual contact information. Administrators with the appropriate permissions can access the audit and record of Canvas communication.

194 What security reports and metrics do you provide to clients (vulnerability scans, patch compliance, failed logins, etc.)?

System security logs are managed and reviewed by Instructure on behalf of our clients and generally not made available to clients except in the case of a security incident report.

Appendix A. Terms and Conditions

Instructure has reviewed the form services agreement contained in the Johnson County Community College. In the event Instructure is awarded the contract, any legal obligations will be subject to good faith negotiations between the parties as documented in a mutually satisfactory definitive agreement. Instructure will provide standard clauses that reflect the best practices of the cloud-based subscription software industry, including, but not limited to warranties, IP indemnities, confidentiality, and limitations on liability, data ownership and compliance with law. Instructure has attached its form Terms and Conditions, which is appropriate given the fully hosted, cloud based learning management system offered by Instructure. The data and information (including pricing terms) contained herein are for evaluation purposes only and are considered confidential and proprietary. Accordingly, no part of Instructure's proposal response to the Johnson County Community College may be reproduced, published or distributed to, or on behalf of, any third parties without the express prior written consent of Instructure.

Instructure Standard Terms and Conditions

This document outlines the standard contractual terms and conditions ("Terms") that apply to the provision of any products or services by Instructure, Inc. ("Instructure") to the entity identified on the Order Form ("Customer"). These terms are incorporated into the Order Form and together, the Order Form and these Terms are the "Agreement." An "Order Form" means any order for the provision of products or services signed by Customer.

- 1. Services.** Subject to the terms of this Agreement, Instructure will provide the Service specified on the Order Form. "Service" means the proprietary software as a service provided by Instructure and made available through a URL in a hosted environment and other related services provided by Instructure as further described in the Order Form. "User" means an individual who is authorized by the Customer to use the Service and Customer has paid for such use.
- 2. Restrictions.** Customer shall not (and shall not permit Users to): (a) sell, rent, lease, lend, sublicense, distribute, or otherwise transfer or provide access to the Service or the API to any person, firm, or entity except as expressly authorized herein, or access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes; (b) modify, adapt, alter or create derivative works from the Service or the API or to merge the Service or any subpart thereof (including proprietary markings) with other services or software, or remove or modify any proprietary markings or restrictive legends in the Service, except as provided in this Agreement; (c) use the Service to: (i) store, transmit or create libelous, obscene, deceptive, defamatory, pornographic, racist, sexual, hateful, unlawful, tortious materials or otherwise objectionable (except as necessary for Customer's instructional purposes, but in all cases in compliance with applicable law and regulation), or (ii) harm or impersonate any person or violate the rights of any third-party rights; (d) interfere with or disrupt the integrity or performance of the Service; (e) attempt to gain unauthorized access to the Service or its related systems or networks; or (f) introduce viruses, Trojan horses, worms, spyware, or other such malicious code into the Service.

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

4. Instructure Responsibilities. Instructure shall provide: (a) all updates and upgrades to the Service to Customer that Instructure provides to its customers generally for no additional charge; and (b) Support ("Support") pursuant to the terms of Instructure's customer support as specified on the Order Form.

5. Fees. As consideration for the subscription to the Service, Customer shall pay all fees ("Fees") set forth in the Order Form. All Fees will be due from Customer within thirty (30) days of receipt of invoice, unless otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay, all sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Except as set forth in this Agreement, all fees are non-refundable.

6. Service Level Agreement. Instructure will use commercially reasonable efforts to make the 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 fee for a twelve (12) month period. The service credit is calculated by taking the number of hours the Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 the annual subscription fee. If the Customer has been using the Service for less than 365 days, the preceding 365 days will be used, but any days prior to Customer's use of the Service will be deemed to have had 100% availability. Any unavailability occurring prior to a 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 originating from Customer or a User. Customer's sole and exclusive remedy for breach of the warranty in this Section 6 will be for Instructure to provide a credit as provided in this Section 6; provided that Customer notifies Instructure in writing of such claim within the applicable month Customer becomes eligible or 30 days after.

7. Representations and Warranties. Instructure warrants that: (a) the functionality or features of the Service and Support may change but will not materially degrade during the Term, and (b) the Services will conform to its then current documentation. As Customer's exclusive remedy and Instructure's sole liability for breach of the warranty set forth in this Section 7, (a) Instructure shall correct the non-conforming Service at no additional charge to Customer, or (b) 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. To receive warranty remedies, Customer must promptly report deficiencies in writing to Instructure, but no later than thirty (30) days of the first date the deficiency is identified by Customer.

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

9. Aggregated Data. As between the parties, Instructure owns the aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service (the "Aggregated Data"). Nothing herein shall be construed as

prohibiting Instructure from utilizing the Aggregated Data, provided that Instructure's use of Aggregated Data will not reveal the identity, whether directly or indirectly, of any individual or specific data entered by any individual into the Service.

10. Limitation of Liability. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 6 & 7, INSTRUCTURE DISCLAIMS 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. INSTRUCTURE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR BE ERROR-FREE. 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 SERVICES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, 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 18, 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 WITHIN THE PRECEDING 12 MONTHS UNDER THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT INSTRUCTURE IS NOT RESPONSIBLE FOR THIRD-PARTY SERVICES MADE AVAILABLE THROUGH THE SERVICE.

11. Confidentiality. Each party acknowledges that the other party may disclose its Confidential Information to the other in the performance of this Agreement. Accordingly, each party shall: (a) keep the Confidential Information disclosed by the other party confidential, (b) use Confidential Information only for purposes of fulfilling its obligations hereunder, and (c) disclose such Confidential Information only to the receiving party's employees who have a need to know and only for the purposes of fulfilling this Agreement. As used herein, "**Confidential Information**" means information in the possession or under the control of a party of a proprietary nature relating to the technical, marketing, product and/or business affairs or proprietary and trade secret information of that party in oral, graphic, written, electronic or machine readable form. Confidential Information shall not include information that: (a) the receiving party possesses prior to acquiring it from the other, (b) becomes available to the public or trade through no violation by the receiving party of this paragraph, (c) is given to the receiving party by a third party not under a confidentiality obligation to the disclosing party, (d) is developed by the receiving party independently of and without reliance on confidential or proprietary information provided by the disclosing party, or (e) the receiving party is advised by counsel is required to be disclosed by law.

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

13. Customer Owned 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 remain the sole property of Customer ("Customer Content"). Instructure may use the Customer Content to provide and improve the Services in accordance with this Agreement or Customer's instructions.

14. Feedback. Instructure may send surveys to Users (no more than once each year) to solicit feedback regarding performance of the Service and suggestions for improvements (such feedback will be stored in anonymous and aggregate form). Customer, and each User (to the extent Customer has such right), hereby grants Instructure an irrevocable, royalty-free perpetual license to use all feedback and suggestions regarding the Service.

15. Term. The term ("Term") of this Agreement shall begin on date identified as the Effective Date on the Order Form and shall continue for the time period set forth in the Order Form, unless terminated by the parties in accordance with Section 16.

16. Termination. Either party may terminate this Agreement for the material breach of any provision 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. Such termination right shall be in addition to any other rights and remedies that may be available to 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 Services; and (b) in connection with certain Services, for a period of 3 months following expiration or termination, Customer may export the Customer Content through the API or by using the export feature within the Service.

17. Suspension of Service. Instructure may immediately suspend the Service and remove applicable Customer Content if Customer and/or its Users have violated a law or the terms of this Agreement. Instructure may try to contact Customer in advance, but it is not required to do so.

18. Infringement. If a third party claims the Service infringes that party's patent, copyright or other proprietary right, Instructure will defend Customer against that claim at Instructure's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Instructure, provided that Customer: (a) promptly notifies Instructure in writing of the claim; and (b) allows Instructure to control, and cooperates with Instructure in, the defense and any related settlement. If such a claim is made, Instructure may continue to enable Customer to use the Service or to modify it such that it becomes non-infringing. If Instructure determines that these alternatives are not reasonably available, Instructure may terminate the Service without any liability to Customer upon notice to Customer and with the return of any prepaid and unused fees. The infringement indemnity obligations in this Section 18 do not apply to the extent the infringement claim arises from (a) any technology not provided by Instructure or otherwise identified by Instructure in writing as interoperable, (b) use of the Service other than in accordance with this agreement and the applicable Services documentation, (c) the Customer Content, and/or (d) modification or alteration to the Services by anyone other than Instructure. If a third party claims that any part of the Customer Content infringes or violates a patent, trademark, trade secret, copyright or other intellectual property right, or there are third-party claims arising out of Customer's breach of this Agreement, Customer will defend Instructure against that claim at Customer's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Customer, provided that Instructure: (a) promptly notifies Customer in writing of the claim; and (b) allows Customer to control, and cooperates with Customer in, the defense and any related settlement.

19. General. Any notice by a party under this Agreement shall be in writing and either personally delivered, delivered by facsimile or sent via 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 19. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Ste. 700 Salt Lake City, UT 84121, Attention: General Counsel. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to an email address associated with an account. It is the User's responsibility to ensure that a current email address is associated with their account. All notices shall be in English and shall be 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 Delaware without regard to the actual state or country of incorporation or residence of Customer. Instructure is acting in performance of this Agreement as 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 unless otherwise specified in the Agreement. This Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement. Instructure rejects additional or conflicting terms of any Customer form-purchasing document. Customer shall not assign this Agreement, in whole or in part, to any entity without Instructure's prior written consent. Any attempt to assign this Agreement, in whole or part, in contravention of this Section, 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. Customer agrees to allow Instructure to use its name, logo and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies. Any terms that by their nature survive termination or expiration of this agreement, will survive (including, but not limited to, Sections 10, 12, 15, 16 and 19).