SCHOOL BOARD ACTION REPORT

DATE: August 10, 2020
FROM: Denise Juneau, Superintendent
LEAD STAFF: JoLynn Berge, Chief Financial Officer, 206-252-0087
Carlos Del Valle, Executive Director of Technology, 206-252-0321
Judie Jaeger, Director Info Systems & Business Intelligence, 206-252-0461

For Introduction: August 26, 2020
For Action: September 9, 2020

1.   TITLE

Approval of contract with Schoology for renewal of the district's Enterprise Subscription of their Learning Management System (LMS) for school years 2020-21 and 2021-22. This purchase includes the platform and support services.

2.   PURPOSE

This Board action will approve a two-year contract, for the 2020-21 and 2021-22 school years, for continuation of the Schoology LMS platform and services.

3.   RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to execute a contract amendment with Schoology for a total Not-To-Exceed (NTE) amount of $557,820, including taxes, for continuation of the platform with user authentication, advanced user management, enterprise interface management, branding, and support services; with any minor additions, deletions, and modifications deemed necessary by the Superintendent, and to take any necessary actions to implement the amendment.

4.   BACKGROUND INFORMATION

a.   **Background:** Prior to the purchase of Schoology in 2015, we had a single platform (Blackboard) that combined both internal/external web services and learning management services. Replacement of the website was an opportunity to separate our websites (public, internal and school websites) from our teacher/classroom pages to procure a separate Learning Management System. In the context of ADA litigation over website accessibility, Blackboard cancelled our contract and gave us 30 days notice to find a new platform. This put SPS in an emergency to quickly select new web and learning tools.

Despite the accelerated timeline, in 2015 Schoology was selected by a focus group of teachers and instructional technologists, and from feedback gathered through the Tech Summit and Town Hall meetings. The Tech Summit and Town Hall meetings included teachers, parents/guardians, and students.

Another consideration and advantage of selecting Schoology was that it would integrate easily with our Student Information System, PowerSchool. The Board approved an initial three-year contract with Schoology. Following that, we had an annual contract and as the renewal cost was under the financial threshold it did not come before the Board in 2018 or 2019.

b. **Alternatives:** Status Quo (Do Nothing) - This option is not recommended because our learning management system will be discontinued. This platform is critical in supporting instruction and student learning during this time of global pandemic.

c. **Research:** Requirements were gathered in 2015 from teachers and community focus groups. Specific details of the completed research are in the attached April 1, 2015 BAR. Based on recent student, teacher, parent, and community feedback we should consider a formal assessment and evaluation of how well Schoology is meeting the learning and instruction needs, given our current remote learning environment.

5.   **FISCAL IMPACT/REVENUE SOURCE**

Fiscal impact to this action will be NTE $557,820.00 including taxes for school year 2020-21 and 2021-22.

The revenue source for this motion is funding earmarked for these services from Buildings, Excellence V (BEX V) Capital Levy.

Expenditure: ☐ One-time ☐ Annual ☒ Multi-Year ☐ N/A

Revenue: ☐ One-time ☐ Annual ☐ Multi-Year ☒ N/A

6.   **COMMUNITY ENGAGEMENT**

Community engagement was performed as part of the RFP process in 2015.

☐ Not applicable

☐ Tier 1: Inform

☒ Tier 2: Consult/Involve

☐ Tier 3: Collaborate

The proposed solution is a continuation of significant community engagement done in 2015. We are working with the Information Technology Advisory Committee (ITAC) to determine timing for revisiting the evaluation of this system (i.e., a new procurement process).

7.   **EQUITY ANALYSIS**

This is a continuation of a current system. Based on recent student, teacher, parent, and community feedback we should consider a formal assessment and evaluation of how well

Schoology is meeting the learning and instruction needs, given our current remote learning environment. This evaluation process would include an equity analysis and engagement effort, which would take dedicated time to complete. During the upcoming school year, we will be using Schoology to measure student access and engagement which we should use to evaluate equity gaps that may or may not be related to Schoology or may point to other access issues.

8.   __STUDENT BENEFIT__

This action will enable students, teachers, and families a common platform to engage and learn over the next two years. Due to the global pandemic, we must continue our systems that are critical in providing distance learning in a full or partial remote environment.

In terms of specific student benefits, an LMS ensures the following:

Access: Students can get access to their learning materials no matter where they are and at any time they want. This is critical with a requirement for partial and full-time remote learning for our students this Fall. The centralized hub of learning materials means students can find anything they need within just a few clicks. They will always get the latest version of any document and can quickly exchange various resources, because they are in a centralized location.

Increased Communication: Through the use of an LMS, students can collaborate on different tasks easily, as they don't have to be in the same physical place to speak with one another; they only have to be active in the system at the same time.

Organization benefits for teachers: The LMS can help teachers stay organized with administrative day to day tasks and allow teachers more time to deliver lessons and manage student outcomes.

9.   __WHY BOARD ACTION IS NECESSARY__

☒ Amount of contract initial value or contract amendment exceeds $250,000 (Policy No. 6220)

☐ Amount of grant exceeds $250,000 in a single fiscal year (Policy No. 6114)

☐ Adopting, amending, or repealing a Board policy

☐ Formally accepting the completion of a public works project and closing out the contract

☐ Legal requirement for the School Board to take action on this matter

☐ Board Policy No._____, [TITLE], provides the Board shall approve this item

☐ Other: _____

10.   __POLICY IMPLICATION__

Per Policy No. 6220, Procurement, any contract or contract amendment over $250,000 must be brought before the Board for approval.

11.   <u>**BOARD COMMITTEE RECOMMENDATION**</u>

This motion was discussed at the Audit and Finance Committee meeting on August 17, 2020. The Audit and Finance Committee reviewed the motion and moved the item forward with a recommendation for approval by the full Board.

12.   <u>**TIMELINE FOR IMPLEMENTATION**</u>

Upon approval of this motion, a contract will be executed, and our current LMS platform and services will continue through the next two years.

13.   <u>**ATTACHMENTS**</u>

- Schoology Sales Order
- LMS BAR for original purchase (2015)

Approval of contract with Schoology for renewal of the district's Enterprise Subscription of Learning Management System (LMS) for school years 2020-21 and 2021-22

Seattle Public Schools is committed to making its online information accessible and usable to all people, regardless of ability or technology. Meeting web accessibility guidelines and standards is an ongoing process that we are consistently working to improve.

While Seattle Public Schools endeavors to only post documents optimized for accessibility, due to the nature and complexity of some documents, an accessible version of the document may not be available. In these limited circumstances, the District will provide equally effective alternate access.

For questions and more information about this document, please contact the following:

<div align="center">

Timothy Hall
Administrative Assistant, Technology Services
tlhall@seattleschools.org

</div>

- Student Device Purchase Plan by School
- Mobile Devices by School

schoology®

A PowerSchool Unified Classroom™ Product

Learning Management System

Sales Order for:

Seattle Public Schools

Seattle Public Schools Renewal 2020
2445 3Rd Ave S
Seattle, WA 98134-1923

Patricia Van Praag
Client Success Team Lead
pvanpraag@schoology.com

Schoology, Inc.
2 Penn Plaza, 10th Floor
New York, NY 10121
www.schoology.com

This document represents an agreement between Seattle Public Schools. (Seattle Public Schools.) and Schoology, Inc. (Schoology) for the purchase of services in connection with Schoology's web-based learning management system (LMS). All costs are represented in Exhibit A, Pricing.

Enterprise Subscription

Seattle Public Schools's Enterprise Subscription to Schoology's LMS includes the products and services described below. All associated database hardware, maintenance and upgrades are included.

User Authentication

Seattle Public Schools will have access to Schoology's flexible Administrative Configuration Interface, which allows system administrators to manage user single sign-on (SSO) configuration, providing integration with Seattle Public Schools's remote identity provider.

Advanced User Management

Seattle Public Schools will have access to Schoology's advanced User Management Interface which allows system administrators to manage user roles, permissions, privacy, and overall system settings. This also affords administrators the ability to manage user, course and enrollment data.

Enterprise Management Interface

Seattle Public Schools will have the ability to create and manage multiple institutions and/or departments/divisions using the Enterprise Management Interface. System administrators can organize users by department, building, or institution, and have the ability to designate other users as administrators. In addition, system administrators can manage all users, institutions, and/or departments/divisions from the main parent account.

Branding

Schoology will provide custom branding services to the user interface for Seattle Public Schools's instance of the LMS. The top banner and links will be branded with Seattle Public Schools's desired color scheme, and the Schoology logo will be replaced with Seattle Public Schools's logo. In addition, Seattle Public Schools will receive domain customization (e.g.lms.clientname.org) or subdomain customization (e.g. clientname.schoology.com).

Support Services

All Schoology users can access support documentation 24/7/365 via the Schoology Help Center (https://support.schoology.com). This resource contains a wealth of curated content, including role-based user guides, a document center with quick reference cards and release notes, troubleshooting tips, Schoology FAQ's, and an archive of regularly updated videos and webinars. Schoology also provides active community support within the Help Center, with

discussions and responses moderated by Schoology employees, and regular announcements of new Schoology features.

As an Enterprise client you will have access to prioritized support. You may choose up to three (3*) dedicated Support Contacts from your organization, whose role is to relay any questions, concerns or ideas to the Schoology team. Support Contacts can contact Schoology by:

1. **Phone:** Support Contacts may contact a Schoology representative by using a unique support code which can be found by clicking the 'Help Center' icon (Only visible to Support Contacts).
2. **Ticketing System:** Support Contacts may create and track their own support tickets by going directly to **support.schoology.com**.
3. **Chat:** Support contacts may use the Chat feature to contact a Schoology representative to ask questions and troubleshoot issues.

*More contacts are available at $500/license/year

With Standard Support, Support Contacts are qualified, through training and experience, to provide first-level support to local users. Typical issues resolved by Support Contacts include access problems and general usage questions. Support Contacts are also empowered to escalate issues to Schoology Support for second and third tier support. Schoology Support Specialists and Engineers are personable, expert in-house Schoology employees based in the corporate headquarters.

Standard Support includes 24/7/365 Online Help Center access, 24/7/365 Community access, and web ticket, phone, and chat support for Support Contacts during business hours (Monday-Friday 8 am - 8 pm ET). Standard support is included in the cost of subscription.

Master Subscription Agreement

The Master Subscription Agreement available at **https://www.schoology.com/agreements** govern your acquisition and use of the services described in this Sales Order (unless you have entered into a separate written agreement with Schoology, in which case your acquisition and use of the services will be governed by that separate written agreement).

Fees charged in subsequent periods within the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the Master Services Agreement. Any applicable state sales tax has not been added to this quote. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All PowerSchool invoices must be paid within thirty (30) days of the date of the invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Treatment of purchase orders are governed as provided in the Master Services Agreement referenced below.

By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at **https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf**

SUBSCRIBER NAME:
Seattle Public Schools

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Cost Summary

Exhibit A – Pricing

Contract Start Date: **July 1, 2020**

Contract End Date: **August 31, 2022**

Enrollment: **54,000**

Year One: July 1, 2020 – August 31, 2021

Description	Quantity	Rate	Prorate*	Subtotal
Enterprise Subscription	54,000.00	$4.68 Per Student	1.17	$294,840.00

Subtotal: $294,840.00

Year Two: September 1, 2021 – August 31, 2022

Description	Quantity	Rate	Prorate*	Subtotal
Enterprise Subscription	54,000.00	$4.87 Per Student	N/A	$262,980.00

Subtotal: $262,980.00

Grand Total: **US $557,820.00**

The initial payment is due 30 days after the invoice date. All renewal subscriptions are invoiced at least 30 days prior to the start of the new term. Payment for renewal subscriptions must be received within 10 business days after the start of a new term.
This Sales Order is valid until June 30, 2020.

Thank you for your business!

School Board Briefing/Proposed Action Report

☐ **Informational** (no action required by Board)   ☒ **Action Report** (Board will be required to take action)

DATE: March 13, 2015
FROM: Dr. Larry Nyland, Superintendent
LEAD STAFF: Sajal Maheshwari, Senior Project Manager, samaheshwari@seattleschools.org; Nancy Petersen, Director of Enterprise Apps & Data Services, nlpetersen@seattleschools.org; Carmen Rahm, Chief Information Officer, carahm@seattleschools.org

I.   TITLE

Web Learning Management System (LMS) Contract Award

For Introduction: March 18, 2015
For Action: April 1, 2015

II.   WHY BOARD ACTION IS NECESSARY

Board action is required because the total amount of the purchase for this single project exceeds $250,000. Per Policy No. 6220, Procurement, any contract over $250,000 must be brought to the Board for approval.

III.   FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be no more than $850,000 over a span of three years. There will be a one-time cost of no more than $250,000 with an annual cost of no more than $300,000 from year 2.

The revenue source for this motion is from DoTS Web Modernization Project Budget and the BEX IV levy.
Expenditure: ☒ One-time ☒ Annual ☐ Other Source

IV.   POLICY IMPLICATION

Per Policy No. 6220, Procurement, any contract over $250,000 must be brought to the Board for approval.

Per Policy No. 3210, Nondiscrimination, Acts of Hostility, & Defamation, Seattle Public Schools shall provide equal educational opportunity and treatment for all students, and is committed to nondiscrimination in all aspects of the District's academic, athletic, and activities programs. SPS is using an Interlocal Agreement under Board Procedure 6220SP.F to compete these services.

V.   RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to execute a contract with Schoology in the amount of no more than $850,000 for the purchase of a hosted learning management system to replace our current class pages vendor, in the form of the draft contract attached to the Board action report, with any minor additions, deletions, and modifications deemed necessary by the Superintendent and to take any necessary actions to implement the contract.

VI. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Audit & Finance Committee meeting on March 12, 2015. The Committee reviewed the motion and moved the item forward for consideration by the full Board.

This motion was ~~will~~ also ~~be~~ discussed at the Operations Committee meeting on March 19, 2015. The Committee reviewed the motion and moved the item forward for consideration by the full Board.

VII. BACKGROUND INFORMATION

Federal law requires that public school districts have an accessible site per the Americans with Disabilities Act (ADA). The District's current website is not fully ADA accessible, and its CMS vendor, Blackboard, has failed to migrate SPS's website so it is ADA compatible. The District is also involved in litigation over its website accessibility, and agreed to ensure full ADA-compliance by February 1, 2015, based on assurances by our current vendor. Additionally, Blackboard cancelled our contract in December 2014 and gave us a 30-day notice while agreeing to host the SPS website until July 30, 2015. However, we received a letter from Blackboard on March 2, 2015, stating that they have rescinded their offer to continue to host SPS until July 30, 2015. This leaves SPS in an emergency situation to quickly find a replacement for the website to maintain a SPS web presence.

Replacement of the website is an opportunity to separate our websites (public, internal and school websites) from our teacher/classroom pages to procure a Learning Management System that would complement and work well with our current Student Information System, PowerSchool, and enables Seattle Public Schools to adapt and respond to the diverse and evolving student needs. The LMS will advance academic achievement by providing our users with a rich learning and collaborative platform for teachers, students, and parents/guardians.

SPS is using an Interlocal Agreement under Board Procedure 6220SP.F to compete these services.

VIII. STATEMENT OF ISSUE

The Seattle Public Schools website is currently experiencing accessibility issues and the current vendor has not fixed the problem to our satisfaction. The current website vendor, Blackboard, has also terminated the contract with an indication to shut down our web presence at the end of April. By selecting this tool to replace them, we can ensure that the SPS web presence is uninterrupted and ADA-compliant.

IX. ALTERNATIVES

1. Status Quo (Do Nothing): This option is not recommended because Blackboard has cancelled our contract and has indicated that they might stop hosting us, leaving SPS with no web presence or class page functionality. SPS wants to purchase a LMS product that provides information to all parents/guardians and Blackboard has not demonstrated an ability to ensure ADA compliance. Additionally, not having a LMS product will make resolution of an active lawsuit more difficult.

X. RESEARCH AND DATA SOURCES / BENCHMARKS

Requirements were gathered for this through a focus group of teachers, a focus group of Instructional Technologists, and from the feedback gathered through the Tech Summit and Town Hall meetings. The Tech Summit and Town Hall meetings included teachers, parents/guardians, and students.

The Instructional Technologists team conducted a review of various Learning Management Systems that included Moodle, Edmodo, Haiku, Schoology, SharpSchool, and Canvas. Based on an initial perusal of the systems, a demo was conducted with Canvas, Schoology, Haiku, and SharpSchool. Of these, both Schoology and Canvas were identified as the top LMS solutions.

The Washington Learning Source (WLS) program is managed by the Puget Sound Educational Service District (ESD). This is a statewide program developed by Washington's nine regional ESDs with the purpose to provide a place for districts to choose products and services that meet their needs and create economic efficiencies through ESD collaboration and a regionally supported delivery model. Using the WLS program, which had already conducted a LMS RFP in June 2013, a Request for Qualification was issued to both Canvas and Schoology. They were then invited to do a half-day demo in front of an evaluation committee to come to the final product.

XI. TIMELINE FOR IMPLEMENTATION / COMMUNITY ENGAGEMENT

Configure LMS environment	May 2015
Integrate LMS with PowerSchool	June 2015
Test LMS functionality and PowerSchool integration; Prepare training materials	July 2015
Train secondary teachers on class pages	June - August 2015
Train elementary teachers on class pages	October 2015
Rollout richer features of the LMS	January 2016-September 2016

XII. ATTACHMENTS

- Contract with Schoology (for approval) (to be provided prior to Board Action)
- Schoology Amendment
- Schoology Master Services Agreement
- SPS-Schoology Additional Terms DRAFT (edited on March 31)
- RFQ Master Evaluation Sheet:
  - Individual Evaluation Sheet
  - Schoology Master Evaluation
  - Canvas Master Evaluation
- Court order
- Blackboard/Edline contract termination
- Request for Qualification
- Request for Qualifications Proposals and Evaluation Sheet
  - Canvas
  - Schoology
    - Schoology Revised Pricing

WASHINGTON LEARNING SOURCE
Vendor Agreement

1. PARTIES

Schoology, Inc.
115 West 30th Street, Suite 602
New York, NY 10001

WASHINGTON LEARNING SOURCE
Puget Sound ESD
800 Oakesdale Avenue SW
Renton, WA 98057

The parties agree to the following:

2. PURPOSE

Through this Agreement, Schoology offers the Washington ESDs' Subscribers the opportunity to purchase **Schoology** listed in Exhibit A at special volume levels.

3. INCORPORATION OF DOCUMENTS

The following documents are hereby incorporated by reference into this Contract:

WLS Standard Terms and Conditions (Attachment A)
Products and Contract Pricing (Exhibit A)
WLS Quarterly Reporting Template (Exhibit B)

4. DEFINITIONS

4.1 **"Administrative Fee"** means the fee applicable to each Product for administrative services provided by WLS or Subscriber's educational school district, which fee is set by schedules or other notices that WLS provides to the Schoology from time to time with respect to the Products. Administrative fee will be applied to all product or subscription prices, renewals, and maintenance fees.

4.2 **"Product"** means any product or service that is available to be sold, licensed, or otherwise provided pursuant to the Schoology contract.

4.3 **"Subscriber"** means any ESD office, public and private K-12 school and school district, Washington educator, the Office of State Superintendent of Public Instruction, or other accredited educational institution, as listed in the Washington Education Directory, that has entered into a contract with WLS, pursuant to which WLS authorizes such agency or entity to purchase or acquire access to products and/or services sold, licensed, or otherwise provided by Vendors of goods and/or services under one or more contracts WLS has entered into with such Vendors. "Subscriber" does not include any such agency's and entity's operations outside the State of Washington. **"Vendor"** means the party with whom the WLS is contracting to fulfill orders for this contract.

4.4 **"FTE"** refers to a "Full-Time Equivalent" K-12 student as defined in WAC 392-121-122.

4.5 **"Head Count"** refers to all students regardless if they attend classes full-time in a high school building or attend work based learning programs "off site" or are enrolled in *Running Start* or *Virtual Academies*.

4.6 "Optional Use" means that Washington State school districts that are members of the WLS may choose or not choose to use any vendors listed on the WLS site. The benefit for the Vendors is that their products and/or services will be listed on the Washington Learning Source website, a recognized purchasing cooperative that affords promotional benefits. For more information, visit WLS website at http://www.walearningsource.org/

5. ADDITIONAL AND AMENDED TERMS AND CONDITIONS

The following terms and conditions hereby take precedence over any contrary provisions in the documents referenced in Section 2 and 3. Unless otherwise notated below, the following terms and conditions are in addition to WLS Standard Terms and Conditions, Attachment A.

1) **Term:** Each party represents that this Agreement has been executed by their duly authorized representatives. It will become effective on the date signed by all parties, and will continue for a period of one year. All times set forth in this Contract shall be based upon the time in Renton, Washington.

2) **Renewal:** At the discretion of WLS, this Contract may be renewed in writing for four subsequent one-year periods by mutual agreement of the parties.

3) **Price and Products:** Under this Contract, Subscribers will qualify for purchases through the Vendor at or below the prices listed in Exhibit A. All prices shall remain firm (no changes that increase prices) from the date the contract is awarded until the contract end date.
   - Upon optional annual contract renewals, the awarded vendor may request price increases from the WLS. Such requests shall require a justification in writing.
   - Throughout the entire contract term, price reductions are required if the OEM reduces the reseller's base price.
   - New products and services may be added to this contract upon WLS approval and submission of an accompanying pricing spreadsheet. All pricing must, at a minimum, reflect the same percentage discounts or better as established with this contract award.
   - Awarded vendors must provide on the first of each calendar quarter price decreases, new products, discontinued items, and any other changes or additions, submitted on a pricing spreadsheet in order to ensure accurate WLS advertised prices.

4) **Marketing**

WLS Responsibilities:
a. WLS will work with Schoology to develop and maintain a web page on the WLS web site to summarize the terms of the agreement and to prepare pricing information for the WLS web page.
b. The WLS will work with ESDs to reference Schoology and said web page in its communications to ESD participants so as to inform them of the availability of this agreement.
c. The WLS will work with ESDs to use commercially reasonable efforts to disseminate information to Subscribers about the Products included in the agreement through email announcements, direct mail, websites, meetings, and newsletter articles.

Vendor Responsibilities:
a. Schoology will provide WLS with information to be used for marketing purposes, such as logos and copy.

b. Schoology will use the WLS logo on all of its materials that market products on this contract.
c. Schoology will sponsor and participate in events such as regional conferences, tradeshows, webinars, and showcases as appropriate.
d. Schoology may co-host rollout events for Subscribers, such as lunch-and-learns and demonstrations.

WLS's Marketing Manager:
Angela Bolam
Washington Learning Source
800 Oakesdale Avenue SW
Renton, WA 98057
Phone: 425-917-7901
Fax: 425-917-7901
abolam@psesd.org

Schoology's Marketing Manager:
Cassandra Lyons, Marketing
115 West 30th Street, Suite 602
New York, NY 10001
Phone: 212-213-8333 x43
Fax: 212-643-7586
clyons@schoology.com

5) **WLS Membership:** Pursuant to RCW 39.34, an intergovernmental (Interlocal) purchasing agreement forms the basis for WLS membership. All public K-12 educational institutions and associations published in the Washington State Education Directory are eligible to become WLS members and purchase from this optional use contract. Interlocal purchasing contracts allow either party to make purchases at the other party's accepted proposal price. A list of current WLS members is posted on the Washington Learning Source website at http://walearningsource.3dcartstores.com/WLS-Members_ep_44-1.html. Schoology will consult this list of members to determine customer eligibility.

6) **WLS Administrative Fee:** All WLS sales realized or generated under or as a consequence of the WLS awarded contract shall include an Administrative Fee of 3% of net sales. Purchasers shall reference the WLS contract number on their purchase orders at the time of purchase. As the administrator of the contract, Schoology must include the following data for each net sale or purchase through this contract:
- Invoice date
- Name of subscriber (school, district, or organization)
- ESD name where subscriber resides
- Invoice number
- Names and quantities of products purchased through each transaction
- Single unit purchase price
- Total purchase price
- Amount of administrative fee

7) **Administrative Fee Payments:** During the term of this contract, Schoology will submit quarterly accounting (Exhibit B) and remit administrative fee payments to WLS within 30 days following the end of each calendar quarter in accordance with the terms outlined in the following payment schedule. The administrative fees percentage shall not increase during the life of the contract.

Payment Schedule	
July 31, 2013	October 31, 2013
January 31, 2014	April 30, 2014

8) **Order Processing:** Orders will be processed in the following manner:
a. A Schoology signed sales order accompanied by a purchase orders from subscribers

will be submitted to Schoology or its designated reseller(s) for fulfillment.

b.   Purchase orders from the Subscribers must be in writing and made out to Schoology or designated reseller(s). Each order must reference the appropriate ESD# and the contact/school name/address/telephone/email or fax of the end user responsible for holding the license.

c.   Schoology or its designated reseller(s) will invoice the subscriber and collect payments. Shipping charges and Washington State sales tax will be added to the invoice, if applicable. Shipping charges shall be FOB Destination.

These procedures may be modified as needed, and any such changes will be mutually agreed to in writing by Schoology and WLS.

Schoology's Sales Representative(s):
Jonathan Hume
Senior Director of Sales
115 West 30th Street, Suite 602
New York, NY 10001
Phone: 212-213-8333 x 32
Fax: 212-643-7586
Jhume@schoology.com

9) **Contract Administration:** Each party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to the terms of the Contract. As of the Effective Date, WLS's and Schoology's Contract Managers are as follows:

WLS's Contract Manager:
Anne Anderson, Director
Washington Learning Source
800 Oakesdale Avenue SW
Renton, WA 98057
Phone: 425-917-7939
Fax: 425-917-7901
aanderson@walearningsource.org

Schoology's Contract Manager:
Brad Baird, Chief Revenue Officer
115 West 30th Street, Suite 602
New York, NY 10001
Phone: 212-213-8333 x 15
Fax: 212-643-7586
Brad@schoology.com

10) **Monitoring**: Schoology shall continuously monitor and record its Services to make sure they meet or exceed all contractual provisions and Service Level Requirements. WLS shall have the right to examine Schoology's records associated with purchases in order to ensure compliance with all requirements this Optional Use contract. Schoology's failure to meet or exceed these Service Standards may result in corrective action or termination.

11) **Incorporation of General Terms and Conditions:** This agreement includes and incorporates as if fully set forth herein the Standard Terms and Conditions, which are attached hereto and marked Attachment A.

We the undersigned agree to the terms of the foregoing contract agreement.

WASHINGTON LEARNING SOURCE

(signature)
_____
Signature

John P. Welch
_____
Printed Name

Superintendent
_____
Title

_6/18/13_
_____
Date Signed

Schoology

(signature)
_____
Signature

Brad Baird
Printed Name

Chief Revenue Officer
Title

June 13, 2013
Date Signed

Attachment A: STANDARD TERMS AND CONDITIONS

WASHINGTON LEARNING SOURCE

1. **Compliance.** The Vendor agrees to comply with WLS Contract terms, including offering the products for the WLS Contract price when it sells its products to the eligible Subscribers until the expiration of the Contract.

2. **Contract Execution.** The Contract is considered fully executed at the time that the WLS Superintendent signs and the Vendor signs.

3. **Resellers, Distributors and Agents.** The resellers, distributors or agents identified in the Awarded Vendor's Proposal that will be performing obligations that are required under the WLS Contract on behalf of the Awarded Vendor, have been provided a copy of the WLS RFP documents and the Awarded Vendor's Proposal, and they are familiar with the WLS Contract requirements.

    The resellers, distributors and agents identified in the Awarded Vendor's Proposal have entered into an agreement with the Vendor which obligates the resellers, distributors and agents to comply with all the provisions associated with the WLS Contract when they are engaged in work that is associated with the WLS Contract.

    The Awarded Vendor assumes full responsibility for ensuring that its resellers, distributors and agents are in full compliance with the WLS Contract provisions. The Awarded Vendor understands and agrees that it will be subject to the remedies that are imposed for violations of the WLS Contract provisions, including violations that are committed by the Awarded Vendor's resellers, distributors and agents. The Awarded Vendor is responsible for its resellers, distributors and agents' performance of obligations in the WLS Contract and is obligated to monitor its resellers, distributors, and agents.

4. **Pricing.** WLS reserves the right to review at any time the pricing of this agreement. If pricing is found to not be the lowest possible price for WLS Members, any agreement from this RFP process may be immediately suspended, put out to RFP, or pricing immediately adjusted to affirm this requirement.

5. **Assignment.** Neither this Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party.

6. **Indemnification / Hold Harmless.** Vendor shall defend, indemnify and hold the WLS, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with Vendor's performance of this contract, except for injuries and damages caused by the sole negligence of the WLS.

7. **Insurance.** The Vendor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this contract by Vendor, their agents, representatives, employees or subcontractors.

    Vendor shall provide a Certificate of Insurance evidencing:

Commercial General Liability insurance written on an occurrence basis with limits no less than $2,000,000 combined single limit per occurrence for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

The WLS shall be named as an additional insured on the Commercial General Liability insurance policy, as respects activities of Vendor and a copy of the endorsement naming The WLS as additional insured shall be attached to the Certificate of Insurance. The WLS reserves the right to receive a certified copy of all required insurance policies.

The WLS shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

8. **Non-Exclusive Relationship.** The Contract is not exclusive as to the products or goods or services similar to the products. Nothing in the contract prohibits WLS from entering into contracts with other Vendors or suppliers for the provision of the products or goods or services similar to the products in this contract.

9. **Compliance with FERPA.** Vendor will comply with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and its associated implementing regulations with respect to any information received by Vendor from WLS or any Subscriber. For the avoidance of doubt, this section does not create any obligations for Vendor with respect to information that is not in Vendor's possession or control.

10. **Prohibited Employees.** Vendor will prohibit any employee of Vendor from working at a Subscriber school if he or she would have contact with children at a Subscriber school during the course of his or her employment and if he or she has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of a child under chapter 9.68A RCW, sexual offenses under chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction.

11. **Limitations on Confidentiality.** Vendor agrees that WLS may disclose to Subscribers the prices, payment terms, and delivery terms provided in this contract for the products, and such other terms of this contract that Vendor wishes to make available to Subscribers (through WLS). The Vendor acknowledges and agrees that WLS' obligation to comply with any confidentiality provisions under this contract is subject to and limited by applicable law, including the Washington Public Records Act (chapter 42.56 RCW).

12. **Applicable Law; Jurisdiction.** This contract will be governed by and construed in accordance with the laws of the State of Washington. Any dispute arising under, in connection with, or incident to this contract will be resolved exclusively in the state or federal courts located in King County, Washington.

13. **Termination.** WLS may terminate this contract for convenience at any time after the first anniversary of this contract Effective Date upon 30 days prior written notice to Vendor. WLS may terminate this contract immediately upon notice for any failure by Vendor to comply with the terms of Section 10. Either party may terminate this contract immediately upon written

notice at any time if the other party is in material breach of any material term of this contract and has failed to cure that breach within 30 days after written notice.

14. **Licensed to do Business in Washington.** Vendor must be licensed to do business in the State of Washington. Upon award of contract, Vendor will provide WLS with Vendor's Washington State Department of Revenue Tax Registration Number.

15. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Vendor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

Exhibit A: PRODUCT AND PRICING INFORMATION

Item	Description	Req.	Opt.	Educ List Price	WLS Disc %	WLS Customer Price
Enterprise Subscription (Per Student)	Accees to Schoology Enterprise Platform	X		$10.00	50%	$5.00
Enterprise System Configuration (1 building)	Set-up, Implementation, Administration Training	X		$1,500.00	10%	$1,350.00
Enterprise System Configuration (2-50 buildings)	Set-up, Implementation, Administration Training	X		$1,500.00	33%	$1,005.00
Enterprise System Configuration (50+ buildings)	Set-up, Implementation, Administration Training	X		$1,500.00	66%	$510.00
Web-delivered Training (Per 2 hour session) 3 sessions			X	$900.00	5%	$855.00
Web-delivered Training (Per 2 hour session) 4 sessions			X	$1,200.00	10%	$1,080.00
Web-delivered Training (Per 2 hour session) 5 sessions			X	$1,500.00	15%	$1,275.00
Web-delivered Training (Per 2 hour session) 6 sessions			X	$1,800.00	20%	$1,440.00
On-site Training (Per day) - 2 days			X	$3,000.00	4%	$2,880.00
On-site Training (Per day) - 3 days			X	$4,500.00	6%	$4,230.00
On-site Training (Per day) - 4 days			X	$6,000.00	8%	$5,520.00
On-site Training (Per day) - 5 days			X	$7,500.00	10%	$6,750.00

For organizations with fewer than 1,000 students, the minimum order amount is $5,000 which includes a Schoology Enterprise Subscription, Enterprise Configuration, and one (1) administration web-delivered training.

ESD	Inv Date	Inv #	Client Name	Product	Qty	EA		Total		Admin Fee 3%
ESD 101	1/28/2003	1002	Spokane School District	Product 1	1	$ 74.00	$	74.00	$	2.22
ESD 101	2/4/2003	1003	Spokane School District	Product 1	1	$ 74.00	$	74.00	$	2.22
ESD 101 Total							$	148.00	$	4.44
ESD 105	2/19/2003	1004	ESD 105	Product 1	1	$ 74.00	$	74.00	$	2.22
ESD 105	3/20/2003	1005	ESD 105	Product 1	4	$ 74.00	$	296.00	$	8.88
ESD 105	2/4/2003	1006	Yakima School District	Product 1	1	$ 74.00	$	74.00	$	2.22
ESD 105	3/20/2003	1007	Yakima School District	Product 1	1	$ 74.00	$	74.00	$	2.22
ESD 105 Total							$	518.00	$	15.54
ESD 112	3/12/2003	1008	ESD 112	Product 2	1	$ 21.50	$	21.50	$	0.65
ESD 112	3/12/2003	1009	ESD 112	Product 3	7	$ 46.00	$	322.00	$	9.66
ESD 112	2/19/2003	1010	La Center School District	Product 1	2	$ 74.00	$	148.00	$	4.44
ESD 112	1/22/2003	1011	Hockinson School District	Product 5	1	$ 478.50	$	478.50	$	14.36
ESD 112 Total							$	970.00	$	29.10
ESD 113	2/19/2003	1012	ESD 113	Product 2	1	$ 21.50	$	21.50	$	0.65
ESD 113	3/25/2003	1013	Southside School District	Product 1	1	$ 74.00	$	74.00	$	2.22
ESD 113	2/6/2003	1014	Supt. Of Public Instruction	Product 6	1	$ 318.50	$	318.50	$	9.56
ESD 113	2/19/2003	1015	ESD 113	Product 5	1	$ 478.50	$	478.50	$	14.36
ESD 113 Total							$	892.50	$	26.78
ESD 114	1/16/2003	1016	South Kitsap School Dist	Product 1	2	$ 74.00	$	148.00	$	4.44
ESD 114	3/14/2003	1017	South Kitsap School Dist	Product 1	1	$ 74.00	$	74.00	$	2.22
ESD 114 Total							$	222.00	$	6.66
ESD 121	2/7/2003	1018	Bethel School District	Product 4	4	$ 49.00	$	196.00	$	5.88
ESD 121	2/7/2003	1019	Bethel School District	Product 1	6	$ 74.00	$	444.00	$	13.32
ESD 121	2/6/2003	1020	Lakeside School	Product 6	1	$ 318.50	$	318.50	$	9.56
ESD 121	3/21/2003	1021	Renton School District	Product 1	4	$ 74.00	$	296.00	$	8.88
ESD 121	2/3/2003	1022	Tacoma School District	Product 4	1	$ 49.00	$	49.00	$	1.47
ESD 121 Total							$	1,303.50	$	39.11
ESD 123	3/31/2003	1023	Richland School District	Product 2	2	$ 21.50	$	43.00	$	1.29
ESD 123	3/31/2003	1024	Richland School District	Product 8	10	$ 46.00	$	460.00	$	13.80
ESD 123	3/31/2003	1025	Richland School District	Product 1	5	$ 74.00	$	370.00	$	11.10
ESD 123 Total							$	873.00	$	26.19
ESD 171	3/14/2003	1026	Omak School District	Product 8	1	$ 46.00	$	46.00	$	1.38
ESD 171	3/13/2003	1027	North Central ESD	Product 1	1	$ 74.00	$	74.00	$	2.22
ESD 171 Total							$	120.00	$	3.60
ESD 189	1/14/2003	1028	Granite Falls School District	Product 1	10	$ 74.00	$	740.00	$	22.20
ESD 189 Total							$	740.00	$	22.20
Grand Total							$	5,787.00	$	173.61

WLS | washington learning source

An Educational Resource Catalog

Amendment to Agreement WLS250

Between
Schoology, Inc.
And.
Washington Learning Source

Amendment #1

This Agreement, entered into by and between Washington Learning Source and Schoology, Inc. is hereby amended as follows:
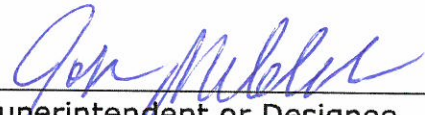
☐ Add products (see attached)
☒ Change prices (see attached)
☒ Renew
　　　Extend contract to ___6/18/15___
☐ Other (describe below)

All other terms and conditions of this Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

Washington Learning Source　　　**Schoology, Inc.**

_____　　　_____
Superintendent or Designee　　　Schoology, Inc.

___9/19/14___　　　___8/28/14___
Date　　　Date

────────────────────────────────

PSESD Business Office Use Only

_____　　　___9/15/14___
Business Office　　　Date

Proposal:

Washington Learning Source

and

Ⓢ schoology·

August 6, 2014

James Byerly
Regional Sales Director
Phone: 212-213-8333 x24
Email: jbyerly@schoology.com

Washington Learning Source Pricing Schedule

Schoology offers a complete cloud-based solution so all hardware, database, maintenance and priority support costs are included in the pricing. Washington Learning Source member organizations will benefit from the discount percentage applied to enterprise services based on the established partnership between Schoology and Washington Learning Source member organizations. Discount percentages are **not** standard pricing and pertain only to this agreement. This agreement is only valid for the 2014-2015 year. Subscription price may be subject to change without notice.

Schoology will provide Washington Learning Source member organizations the following discounted cost structure:

*15% off the standard subscription rate. (annual renewable)

*20% off district implementation (one-time fee)

*20% off webinar training package (one-time fee)

*On-site training optional (inquire for rates).

*For standard subscription rates, please inquire with James Byerly

Requirements for discount pricing will be:

i.   District wide implementation

ii.   Sole source agreement

iii.   Executed sales order on or before September 30, 2015.

Implementation Information

Schoology has a systematically structured approach to effectively integrate our software into the workflow of Districts and Schools. Our professional and experienced team will work step-by-step with Communication By Design districts through the Project Management, Implementation and Training phases of the project to ensure a smooth installation.

Client Success Specialists from Schoology will start implementation on or around the contract award date to meet the district's implementation and training schedule. Schoology will work with the district to design the most efficient and structured implementation methodology for the LMS project. Simultaneously, Schoology will be working towards the go-live launch which will be completed prior to your district's start date to allow for testing and trial runs. System Admins, School Admins, Educators, Students, and Parents will all have access to the system upon the go-live launch.

Throughout the implementation of the District System, it will be Schoology's mission to outline the resources that the district will need to successfully implement the solution and achieve the districts desired results. However, both the district and Schoology will have critical responsibilities associated with the implementation process, so it is imperative that each party understands their roles and responsibilities up front.

Schoology's implementation plan is a phased approach that covers planning, implementation, training, and support. Schoology will work closely with the district to fully integrate Schoology across all levels of the institution.
There are standard pieces involved in all implementations. Kick-off calls, branding, logins and consulting are part of every implementation, but what we have found is that there are certain tasks in an implementation that can cause it to take more time.

**WEB-BASED LEARNING MANAGEMENT SYSTEM
SUBSCRIPTION AGREEMENT**

THIS SUBSCRIPTION AGREEMENT (this "Agreement") sets forth the terms and conditions pursuant to which Schoology, Inc. ("Schoology") provides its end user subscribers (each, a "Subscriber") with access to Schoology's proprietary learning management system and secure academic social network more particularly described on Schoology's website located at www.schoology.com (the "Schoology System"). This Agreement is incorporated into and governs each sales order that Schoology offers to its Subscribers (each, the "Sales Order"). Acceptance of the Sales Order or Subscriber's use of or access to the Schoology System shall constitute Subscriber's unconditional acceptance of this Agreement. This Agreement shall be effective upon the earlier of the date of Subscriber's acceptance of the Sales Order or the date of Subscriber's first use of or access to the Schoology System (the "Effective Date").

1. **Grant of License; Subscription**. Schoology hereby grants to Subscriber a limited license to access and use the Schoology System during the term specified in the Sales Order, including any renewals thereof (the "Term"). Subscriber hereby accepts the subscription to the Schoology System more particularly described in the Sales Order (the "Subscription").

2. **Billing and Payment**. Subscriber agrees to pay the fees for the Subscription to the Schoology System in accordance with the payment terms set forth in the Sales Order. Schoology will send an invoice to Subscriber, and Subscriber shall pay the amount due within 30 days of the invoice date by mailing a check or depositing the amount due via wire transfer (in which case Subscriber must contact Schoology at billing@schoology.com for wire transfer instructions). If Subscriber overestimated usage, Schoology shall not be obligated to refund any fees paid hereunder. If, however, Subscriber uses more than the number of Subscribers originally estimated and paid for, Schoology may submit an amended invoice for the amount of such excess usage, and Subscriber agrees to pay the variance within 30 days of the invoice date. Except to the extent fixed in the Sales Order, Schoology's Subscription fee is subject to change by Schoology without notice and in its sole discretion. Subscriber shall be solely responsible for any personal property taxes or local licensing fees resulting from Subscriber's Subscription or in connection with Schoology's delivery of Schoology System under this Agreement.

3. **Ownership**. The Schoology System is owned and copyrighted by Schoology and offered through a subscription, not sold, to Subscriber. All right, title, and interest in and to all images, source code, updates, enhancements, modifications, and improvements contained in or related to the Schoology System, along with all intellectual property rights related thereto, shall remain with Schoology, regardless of the source giving rise to the intellectual property and despite any modifications or adaptations made for the benefit of Subscriber. The "Schoology" trademark is protected by United States and international trademark laws and treaties, as well as other intellectual property laws. Subscriber is not granted any license to use any of Schoology's trade or service marks and Schoology retains all right, title, and interest in its trade and service marks. Subscriber agrees that Schoology may use, without restriction or royalty obligation, any comments, suggestions or contributions provided by Subscriber with respect to the Schoology System during the course of Subscriber's use of the Schoology System. Subscriber hereby grants and assigns to Schoology any intellectual property rights that Subscriber may incidentally obtain or have with respect to any such comments, suggestions or contributions.

4. **Confidential Information**. Subscriber acknowledges that all underlying ideas, algorithms, item calibrations, test scripts, concepts, procedures, processes, principles, know-how, and methods of operation that comprise the Schoology System, including updates, enhancements, modifications, and improvements are confidential and contain trade secrets (collectively, "Confidential Information"), and Subscriber will respect such confidentiality, and shall keep all Confidential Information confidential.

Subscriber agrees not to use, disclose, or distribute any Confidential Information, directly or indirectly, without the prior written consent of Schoology, except that Schoology authorizes Subscriber to disclose Confidential Information to Subscriber's employees or agents who have signed written confidentiality and nondisclosure agreements before such disclosure.

5. **Subscriber Information**. Subscriber hereby permits Schoology to use information regarding its schools or district (other than student information) to perform its obligations hereunder and to be used and disclosed to internal and external researchers and other third parties that have executed confidentiality agreements. However, Schoology shall seek permission from Subscriber before including such information that is identifiable to the school or district in any publication.

6. **Renewals; Termination**. Unless otherwise specified in the Sales Order: (a) the Term shall automatically renew for 1 year periods, unless Subscriber provides 30 days' written notice to Schoology prior to such renewal, and (b) Subscriber may terminate this Agreement before the end of the applicable Term by providing written notification to Schoology. Schoology may terminate this Agreement in the event Subscriber commits a breach hereof and fails to cure such breach within 30 days from written notice thereof. Upon the termination or expiration of this Agreement for any reason, Schoology will be under no obligation to refund any fees paid by Subscriber for the Schoology System and Schoology shall, for a period of 30 days following such termination or expiration, maintain student information and permit Subscriber with access to such data, in Schoology-augmented reporting form, including norms and learning statements. The parties agree that Sections 2-4 and 9-13 shall survive any termination or expiration of this Agreement.

7. **Support & Maintenance**. Schoology may, from time to time, provide to Subscriber updates, enhancements, modifications, improvements in and to the Schoology System which shall all be subject to the terms and conditions of this Agreement. Schoology has system maintenance periods throughout the year that will affect Subscriber's ability to interact with the Schoology System. Schoology will use commercially reasonable efforts to notify Subscriber in advance of any disruptions.

8. **Limited Warranty.** Schoology warrants to Subscriber that: (a) Schoology will comply with all applicable laws, rules and regulations, and (b) the Schoology System will perform substantially in accordance with its specifications. In the event the Schoology System fails to conform to these warranties, Schoology will use its best efforts to correct the Schoology System. If Schoology is unable to correct the error after using its best efforts, Schoology will refund the unused Subscription fees paid by Subscriber, as depreciated over the Term on a straight line basis, and terminate this Agreement. The limited warranties provided in this Section are void if the failure of Schoology System results from (x) use of the Schoology System in connection with software or hardware not compatible with the Schoology System or not meeting the technical specifications provided by Schoology; (y) improper or inadequate maintenance of Subscriber's equipment or software; or (z) inadequate Internet connectivity or bandwidth. Subscriber is responsible for the results obtained and decisions made from its use of the Schoology System. The Schoology System may include open source software components and use of such components may be subject to additional terms and conditions.

9. **Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN SECTION 8, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SCHOOLOGY SYSTEM IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY, OR THAT THE OPERATION OF THE SOFTWARE INCLUDED WITHIN THE SCHOOLOGY SYSTEM WILL BE ERROR FREE. EXCEPT AS PROVIDED HEREIN, THE ENTIRE RISK AND LIABILITY ARISING OUT OF THE USE OF THE SCHOOLOGY SYSTEM REMAINS WITH SUBSCRIBER, INCLUDING, BUT NOT LIMITED TO, WHEN SUBSCRIBER'S PRACTICES ARE INCONSISTENT WITH *THE STANDARDS FOR*

EDUCATIONAL AND PSYCHOLOGICAL TESTING (1999) BY THE AMERICAN EDUCATIONAL RESEARCH ASSOCIATION. WITHOUT LIMITING THE FOREGOING, THERE IS NO WARRANTY FOR PERFORMANCE ISSUES (A) CAUSED BY FACTORS OUTSIDE OF SCHOOLOGY'S REASONABLE CONTROL; OR (B) THAT RESULTED FROM ANY ACTION OR INACTION OF SUBSCRIBER OR SUBSCRIBER'S THIRD PARTIES; OR (C) RESULTING FROM SCHEDULED MAINTENANCE PERIODS.

10. **Additional Disclaimer.** SCHOOLOGY DOES NOT AND CANNOT CONTROL PERFORMANCE OF THE SCHOOLOGY SYSTEM BASED ON THE FLOW OF DATA TO OR FROM SCHOOLOGY'S NETWORK AND OTHER PORTIONS OF THE INTERNET, WHICH DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT SUBSCRIBER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH SCHOOLOGY WILL USE COMMERCIALLY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, SCHOOLOGY CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, SCHOOLOGY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

11. **Limitation**. THE REMEDIES PROVIDED UNDER THE LIMITED WARRANTY ARE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY VIOLATION OF THIS AGREEMENT. EXCEPT TO THE EXTENT THE FOLLOWING LIABILITY LIMITATION IS PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL SCHOOLOGY, ITS DEVELOPERS, OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES OR EXPENSES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, OR PECUNIARY LOSSES, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SCHOOLOGY SYSTEM, EVEN IF SCHOOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, SCHOOLOGY'S, ITS DEVELOPERS' AND ITS SUPPLIERS' ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY SUBSCRIBER FOR THE RIGHT TO USE THE SCHOOLOGY SYSTEM IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

12. **Indemnification**. Subscriber agrees to indemnify, defend and hold harmless Schoology and Schoology's officers, directors, employees, agents, and representatives, from and against any and all claims, damages, expenses, judgments, fines, and amounts paid in settlement in connection with any proceeding arising from Subscriber's breach of this Agreement or its use of the Schoology System.

13. **Miscellaneous**

13.1 **Publicity**. Subscriber consents to Schoology's use and/or references to Subscriber's name, directly or indirectly, in Schoology's marketing and training materials. Subscriber may not use Schoology's name or trademark without Schoology's prior written consent

13.2 **No Disassembly**. Subscriber shall not modify, adapt, translate, reverse engineer, decompile, or disassemble the Schoology System or any software consisting thereof.

13.3 **Force Majeure**. Neither party shall be liable for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial disputes of whatever nature, acts of nature, computer

crimes, epidemics, acts or omissions of third party vendors or suppliers, equipment failures, public enemies of government, failure of telecommunications, system malfunctions, fire, or other casualty.

13.4 **Waiver and Severability**. Waiver of any default or breach under this Agreement by Schoology does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any part of this Agreement shall be held invalid, illegal, in conflict with any law, or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement will nevertheless remain in full force and effect.

13.5 **No Third Party Beneficiaries**. The parties do not intend to confer any right or remedy on any third party.

13.6 **Entire Agreement**. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

13.7 **Assignment**. Subscriber may not assign this Agreement to any third party without the prior written consent of the Schoology. Any such purported assignment shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, and permitted assigns, if any.

13.8 **Notices**. Any notice required under this Agreement shall be in writing and effective when (a) delivered personally against receipt, (b) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (c) shipped by a recognized courier service and addressed to either party as designated in this Agreement, (d) delivered by email to an email address designated by the recipient, or (e) delivered via any of the foregoing at the addresses specified in the Sales Order or such other address as may be provided by the recipient in accordance with this Section.

13.9 **Controlling Law and Venue**. This Agreement shall be construed and controlled by the laws of the State of New York, U.S.A., without giving effect to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and shall not apply to this Agreement. Courts located in New York, New York shall be the exclusive forum for any litigation arising out of this Agreement. Subscriber hereby waives any objections to venue, personal jurisdiction, or forum non conveniens.

13.10 **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same instrument, notwithstanding that all of the parties are not signatory to a single original or the same counterpart. The parties may also deliver and accept facsimile or electronically scanned signatures, which shall be binding upon the parties as if the signature were an original.

13.11 **Independent Contractor**. The parties are acting and shall act as independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venturer or partner of the other party for any purpose. Neither party will be entitled to (a) enter into any contracts in the name of or on behalf of the other party; (b) pledge the credit of the other party in any way or hold itself out as having authority to do so; or (c) make commitments or incur any charges or expenses for or in the name of the other party. Neither party's personnel are, nor shall they be deemed to be at any time during the term of this Agreement, employees of the other party.

This Addendum ("Addendum") is made and entered into as of April 1, 2015 ("Addendum Effective Date") by and between Seattle Public Schools ("SPS") and Schoology, Inc. ("Schoology").

WHEREAS, Schoology and Washington Learning Source have entered into that certain Vendor Agreement WLS250, dated as of June 18, 2013 (as amended, the "WLS Agreement");

WHEREAS, Schoology and SPS intend to enter into an agreement for SPS to purchase Schoology services as permitted under the WLS Agreement; and

WHEREAS, Schoology and SPS desire to amend the terms of the WLS Agreement as incorporated by reference to the SPS Agreement, solely to the extent relating to the services provided to SLS by Schoology under the SPS Agreement.

NOW THEREFORE, in consideration for the mutual promises contained herein and other good and valuable consideration, Schoology and SPS, intending to be legally bound, hereby agree as follows:

1. **Additional Provisions.** The terms of the WLS Agreement incorporated by reference to the SPS Agreement are hereby amended for purposes of the SPS Agreement by adding the following provisions in their entirety:

Warranty of Accessibility. Schoology warrants that the system and services provided to SPS will comply with all local, state, and federal laws. Schoology further agrees that the system and services provided to SPS will comply with all laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age, or the presence of any sensory, mental, or physical disability. Schoology will furnish such documents and information as may be reasonably requested by SPS to evidence Schoology's compliance with the terms of this agreement.

Schoology will use reasonable efforts to ensure that, to the extent directly affecting the intended daily use by end users of the system and services provided to SPS under this agreement, such system and services will, at a minimum, conform with all applicable laws, including Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended, all other regulations promulgated under Title II of the Americans with Disabilities Act, and the accessibility standards of the Web Content Accessibility Guidelines ("WCAG") 2.0 AA; provided, however, that Schoology will have no obligations with respect to such compliance to the extent relating to any portion of the system and services provided or developed by third parties or any user-generated content. Schoology will conduct, through an independent third party that either (a) has at least ten (10) years of experience providing compliance and/or accessibility audits, or (b) is otherwise agreeable to the parties, a compliance audit or test to determine the compliance of the products and services provided to SPS under this agreement with all accessibility laws and protocols, including the WCAG, as amended.

Confidential Student Information. In addition to the terms agreed to in Section 9~~8,~~ of the WLS Standard Terms and Conditions (Attachment A), Schoology understands and agrees that any educational records received from the District are considered confidential student information protected by federal law, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g. Schoology further agrees that student educational records received from the District will not be disclosed to any other person, agency, or entity without the prior written consent of the district unless required to make such a

disclosure <u>in connection with the performance of its obligations under this Agreement (provided that the party to whom such information is disclosed is subject to confidentiality restrictions) or</u> under an applicable law or court order. Schoology shall not permitted to sell such information and must seek permission from SPS before including such information that is identifiable to the school or district. Schoology agrees that any student information obtained through this Agreement is confidential and cannot be disclosed to a third-party unless disclosure is <u>expressly permitted in this section or</u> required by law. <u>Upon termination or expiration of this Agreement for any reason, Schoology shall either return or permanently delete and destroy all confidential student information. Schoology will confirm its destruction or return of confidential student information in writing at the request of SPS.</u> For the avoidance of doubt, this section does not create any obligations for Schoology with respect to information that is not in Schoology's control. The unauthorized or unlawful disclosure of student records by Schoology is just cause for the District to immediately terminate this Agreement.

2. **Warranty of Authority**. <u>Each individual executing this Addendum represents and warrants that such individual has been duly authorized to sign this Addendum on behalf of the party indicated, and each of the parties by signing this Addendum warrants and represents that such party is legally authorized and entitled to enter into this Addendum.</u>

3. **Reaffirmation.** <u>In the event of any inconsistency between the terms of this Addendum and the SPS Agreement, the terms of this Addendum shall be controlling. Except as specifically and to the extent modified by this Addendum, all of the terms and provisions of the SPS Agreement, including without limitation the terms of the WLS Agreement and any other terms and conditions incorporated therein by reference, shall continue to remain in full force and effect.</u>

IN WITNESS WHEREOF, <u>each of Schoology and SPS have executed or caused this Addendum to be executed as of the Addendum Effective Date set forth above.</u>

SCHOOLOGY, INC.   **SEATTLE PUBLIC SCHOOLS**

By: _____   By: _____
Name: _____   Name: _____
Title: _____   Title: _____

Evaluator Name:

Solution Name:

Date:

Functional Team: Eric Caldwell, Tracy Wallschlaeger, Michelle Mansfield, Laura VanDerPloeg, Amanda Roenicke, Harvey Wright, Robert Bernstein, Kelly Locklin

Technical Team: Jim Young, April Mardock, Eric Maddox, Nancy Petersen, William Drake

Max points should be awarded if the solution meets the requirements completely. Scores can also be given in .5 increments (i.e. 0, .5, 1, 1.5, 2).

The scored by column indicates which team's score, Functional Team (F) or Technical Team (T), for each requirement will be counted for the final score count.

	Requirements	Scored by:	Max. Points	Your Score	Comments
1.0 ACTIVE LEARNING AND COLLABORATION					
1.1	Intuitive discussion board design allows all users of all abilities to navigate easily among posts, threads, and forums, and to search content.	F	2		
1.2	Solution provides peer review tools with flexible group assignments (random; instructor-assigned; student self-enroll) options.	F	2		
1.3	Solution allows users to submit assignments online	F	2		
1.4	Solution allows teachers and students to provide audio, video, or written feedback on assignments	F	2		
1.5	Calendar links to assignments and activity due dates	F	2		
1.6	Users have the ability to subscribe to the calendar and integrate it with their personal calendars	F	2		
1.7	Solution has audio/video recording ability.	F	2		
1.8	Solution allows instructors to create and manage collaboration groups for students.	F	2		
1.9	Solution offers resource sharing allowing all users assigned to that course to contribute.	F	2		
1.1	Solution allows students/parents to opt in to alerts for course updates	F	2		
1.11	Solution has a single interface serving users role-based content.	F	1		
1.12	Solution offers video conferencing features.	F	1		
1.13	Solution supports varied file formats (i.e office documents, pdf, txt, wmv, mp4, mp3, html5, etc.	F	2		
1.14	Solution allows users to do batch file uploads.	F	2		
1.15	Solution allows instructors to push announcements to members of their class.	F	2		
1.16	Solution provides an internal messaging platform for students and instructors to communicate with each other.	F	1		

1.17	Solution offers the ability to provide online courses for staff, students, parents, and community members.	F	2		
1.18	Solution offers the ability to create online forms.	F	2		
1.19	Solution offers the ability for users to take notes or contribute to discussions while watching a video.	F	1		
1.20	Solution has a method for confirming course completion.	F	1		
	1.0 ACTIVE LEARNING AND COLLABORATION TOTAL		35		
2.0 SOLUTION INTERFACE					
2.1	Solution offers web-based features accessible from any internet connection.	F	2		
2.2	Solution interface is easy to use and offers breadcrumb-like navigation.	F	2		
2.3	Solution interface offers drag and drop functionality.	F	1		
	2.0 SOLUTION INTERFACE TOTAL		5		
3.0 GRADEBOOK AND ASSESSMENT					
3.1	Solution allows instructors to create and design online assessments.	F	2		
3.2	For in-built online assignments, system allows instructors to monitor progress in real time.	F	1		
3.3	Solution allows users to use a mobile or tablet for students to take online assessments.	F	2		
3.4	Solution offers a single gradebook interface for instructors	F	1		
3.5	Solution has a gradebook that supports standards-based grading.	F	1		
	3.0 GRADEBOOK AND ASSESSMENT TOTAL		7		
4.0 MANAGE LEARNING CONTENT					
4.1	Solution provides intuitive, robust tools to incorporate multimedia in all elements of LMS, including assessments.	F	2		
4.2	Solution has customizable course layout and design options.	F	1		
4.3	Solution allows drag and drop content creation and management.	F	1		
4.4	Solution allows users to search courses and share content across different classes and instructors.	F	1		
4.5	Solution offers students the ability to maintain their personal work portfolio.	F	1		
4.6	Solution allows translations for its interface for at least the following languages: Spanish, Vietnamese, Somali, Russian, Americ, Tagalog	F	1		
4.7	Solution allows unlimited storage.	F	1		

	4.0 MANAGE LEARNING CONTENT TOTAL		8		
5.0 REPORTING AND DATA ACCESS					
5.1	Solution offers teachers the ability to see the workload of all their students.	F	1		
5.2	Solution allows end-users access to analytical tools (i.e. # of assignments missing; user login statistics)	F	2		

5.3	Solution allows SPS to query and modify their data using at least one of the following methods:
	   - Through a web service API.
	   - Through SQL queries to the database.
		T	2		

5.4	Solution allows SPS to export their data using at least one of the following methods:
	   - CSV (or other text-delimited) data file download.
	   - Export via a web service API.
		T	2		

5.5	Solution provides the ability for the district or vendor to create custom reports for SPS.	T	1		
	5.0 REPORTING AND DATA ACCESS TOTAL		8		
6.0 MOBILE APPLICATION					
6.1	Solution has a mobile-friendly interface.	F	2		
6.2	Solution has a mobile application for all major mobile platforms (i.e. iOS, Android).	T	1		
6.3	The mobile application supports all major functions in the LMS.	F	1		
	6.0 MOBILE APPLICATION TOTAL		4		
7.0 INTEGRATION WITH POWERSCHOOL					
7.1	Solution allows for frequent automated and scheduled population of classes and users from PowerSchool.	T	2		

7.2	Solution can add, delete, and update classes and users through at least one of the following methods:
	
	   - Solution provisions directly from PowerSchool (such as queries to the PowerSchool database or calls to the PowerSchool API) – preferred.
	
	   - Scheduled import of CSV (or other text-delimited) data files.
		T	2		

7.3	Solution integrates assignments and grades with PowerSchool so students and parents can reliably and accurately reference their grades in one place.	T	1		
	7.0 INTEGRATION WITH POWERSCHOOL TOTAL		5		
8.0 SINGLE SIGN-ON AUTHENTICATION					
8.1	Solution uses either the OpenID or SAML 2.0 protocols for single sign-on with PowerSchool.	T	2		
8.2	Solution allows PowerSchool to be the identity provider.	T	2		
8.3	The solution shall be the Relying Party (for OpenID) or the Service Provider (for SAML 2.0)	T	2		

8.4	Solution offers LDAP authentication.	T	2		
8.5	Solution offers Active Director Federation Service (ADFS) authentication.	T	2		
8.6	Solution has integration capability with SAP functions such as Professional Development tracking.	T	1		
8.7	Solution allows 3rd party applications to be integrated or used via the LMS interface.	T	2		
	8.0 SINGLE SIGN-ON AUTHENTICATION TOTAL		13		
9.0 TECHNOLOGY REQUIREMENTS					
9.1	Solution utilizes web browser/intranet architecture compatible with current SPS standards (Internet Explorer version 8, Firefox 19, Safari).	T	2		
9.2	Client OS requirements (windows 7, Mac 10.6.5, etc). Please identify the client requirements (RAM, hard drive space, etc)	T	2		
9.3	Solution does not place undisclosed cookies on District desktops.	T	2		
9.4	Solution offers method of client/end user deployment (Web based client, MSI, Mac package installer).	T	2		
9.5	Solution provides a separate testing and training environment.	T	2		
	9.0 TECHNOLOGY REQUIREMENTS TOTAL		10		
10.0 DATA SECURITY					
10.1	Data Ownership (data belongs to District, not vendor)	T	2		
10.2	Data separation (from their other clients) on dedicated server with dedicated DB.	T	2		
10.3	Solution has appropriate firewalls in place to protect against external attacks	b	2		
10.4	Vendor offers off-site data backup and disaster recovery plan – restores both at the DB level or the object level.	T	2		
10.5	Solution has an intrusion detection system.	T	2		
10.6	Solution has an approved secure method of data file transfer (by District) such as SFTP, SCP.	T	2		
10.7	Solution supports customizable and granular user security.	T	2		
	10.0 DATA SECURITY TOTAL		14		
11.0 COMPLIANCE					
11.1	Solution complies with American Disabilities Act (Section 508) and allows for multiple font sizing preferences.	T	2		
11.2	Solution is compliant with ADA act, WCAG 2.0 AA.	T	2		
11.3	Solution allows administrator to require users to add accessibility information (ALT-Tags) when uploading images.	T	1		

11.4	Solution renders web pages and navigation in ADA Compliant systems.	T	2	
11.5	Solution complies with Children's Online Privacy Protection Act.	T	2	
11.6	Solution complies with Federal or local school laws policies or programs.	T	2	
	11.0 COMPLIANCE TOTAL		11	
	FUNCTIONAL & TECHNICAL REQUIREMENTS TOTAL		120	
	Vendor's roadmap for its solution over the next 2-3 years	F&T	10	
	Vendor's cost approach, experience and capabilities to phasing in the LMS from initial adoption to full adoption	F&T	10	
	References with similar or larger organizations, preferably in an education environment	F&T	10	
	A proven track record in providing enterprise architecture solutions within project guidelines, resulting in high value to the customer in relation to the cost.	F&T	10	
			40	

SCHOOLOGY MASTER EVALUATION SHEET

Max points should be awarded if the solution meets the requirements completely. Scores can also be given in .5 increments (i.e. 0, .5, 1, 1.5, 2).

The scored by column indicates which team's score, Functional Team (F) or Technical Team (T), for each requirement will be counted for

	Requirements	Scored by:	Max. Points	Functional Team								Technical Team					Average Score
				Amanda R.	Eric C.	Kelly L.	Harvey W.	Laura V.	Michelle M.	Robert B.	Tracy W.	April M.	Eric M.	Jim Y.	Nancy P.	William D.	
1.0 ACTIVE LEARNING AND COLLABORATION																	
1.1	Intuitive discussion board design allows all users of all abilities to navigate easily among posts, threads, and forums, and to search content.	F	2	2	2	1.5	2	2	2	2	2						1.94
1.2	Solution provides peer review tools with flexible group assignments (random; instructor-assigned; student self-enroll) options.	F	2	1	1.5	0	1			1	2						1.08
1.3	Solution allows users to submit assignments online	F	2	2	2	2	2	2	2	2	2						2.00
1.4	Solution allows teachers and students to provide audio, video, or written feedback on assignments	F	2	2	2	2	2	2	2	2	2						2.00
1.5	Calendar links to assignments and activity due dates	F	2	1	2	2	2	2	2	2	2						1.88
1.6	Users have the ability to subscribe to the calendar and integrate it with their personal calendars	F	2	2	2	2	2	2	2	2	2						2.00
1.7	Solution has audio/video recording ability.	F	2	2	2	2	2	2	2	2	2						2.00
1.8	Solution allows instructors to create and manage collaboration groups for students.	F	2	2	2	2	2	2		2	2						2.00
1.9	Solution offers resource sharing allowing all users assigned to that course to contribute.	F	2	2	2	2	1	2	2	2	2						1.88
1.10	Solution allows students/parents to opt in to alerts for course updates	F	2	2	2	2	2	2	2	2	2						2.00
1.11	Solution has a single interface serving users role-based content.	F	1	1	1	1	1	1	1	1	1						1.00
1.12	Solution offers video conferencing features.	F	1	1	1	1	1	1	1	1	1						1.00
1.13	Solution supports varied file formats (i.e office documents, pdf, txt, wmv, mp4, mp3, html5, etc.	F	2	2	2	2	2	2	2	2	2						2.00
1.14	Solution allows users to do batch file uploads.	F	2	2	2	2	2	2	2	2	2						2.00
1.15	Solution allows instructors to push announcements to members of their class.	F	2	2	2	1.5	2	2	2	2	2						1.94
1.16	Solution provides an internal messaging platform for students and instructors to communicate with each other.	F	1	1	1	1	1	2	1	1	1						1.13
1.17	Solution offers the ability to provide online courses for staff, students, parents, and community members.	F	2	2	2	2	2	2	2	2	2						2.00
1.18	Solution offers the ability to create online forms.	F	2		1	1.5	2	2	0	1	2						1.36
1.19	Solution offers the ability for users to take notes or contribute to discussions while watching a video.	F	1	2	2	0.5	1	1	1	1	1						1.19
1.20	Solution has a method for confirming course completion.	F	1	2	1	1	1	1		1	0						1.00
	1.0 ACTIVE LEARNING AND COLLABORATION TOTAL		35	33	34.5	31	33	34	28	33	34						**33.38**
2.0 SOLUTION INTERFACE																	
2.1	Solution offers web-based features accessible from any internet connection.	F	2	2	2	2	2	2	2	2	2						2.00
2.2	Solution interface is easy to use and offers breadcrumb-like navigation.	F	2	2	1	1.5	2	2	2	1.5	2						1.75
2.3	Solution interface offers drag and drop functionality.	F	1	2	2	0.5	1	1	1	1	1						1.19
	2.0 SOLUTION INTERFACE TOTAL		5	6	5	4	5	5	5	4.5	5						**4.94**
3.0 GRADEBOOK AND ASSESSMENT																	
3.1	Solution allows instructors to create and design online assessments.	F	2	2	2	1.5	2	2		2	2						1.93
3.2	For in-built online assignments, system allows instructors to monitor progress in real time.	F	1	1	1	1	1	2		1	1						1.14

#	Requirement	Type	1	2	3	4	5	6	7	8	9	T1	T2	T3	T4	T5	Score
3.3	Solution allows users to use a mobile or tablet for students to take online assessments.	F	2	2	2	2	2	2		2	2						2.00
3.4	Solution offers a single gradebook interface for instructors	F	1	1	1	1	1	2		0.5	0.5						1.00
3.5	Solution has a gradebook that supports standards-based grading.	F	1	1	1	1	1	2		1	1						1.14
	3.0 GRADEBOOK AND ASSESSMENT TOTAL		7	7	7	6.5	7	10		6.5	6.5						**7.21**
4.0 MANAGE LEARNING CONTENT																	
4.1	Solution provides intuitive, robust tools to incorporate multimedia in all elements of LMS, including assessments.	F	2	2	1.5	1.5	2	2	2	1.5	2						1.81
4.2	Solution has customizable course layout and design options.	F	1	1	0.5	0.5	0.5	1	1	0.5	1						0.75
4.3	Solution allows drag and drop content creation and management.	F	1	1	0.5	0.5	1	1	1	1	1						0.88
4.4	Solution allows users to search courses and share content across different classes and instructors.	F	1	1	1	1	1	1	1	1	1						1.00
4.5	Solution offers students the ability to maintain their personal work portfolio.	F	1	1	1	1	1	1	1	1	1						1.00
4.6	Solution allows translations for its interface for at least the following languages: Spanish, Vietnamese, Somali, Russian, Americ, Tagalog	F	1	1	1	1	1	1	1	1	1						1.00
4.7	Solution allows unlimited storage.	F	1	1	1	1	1	1	1	1	1						1.00
	4.0 MANAGE LEARNING CONTENT TOTAL		8	8	6.5	6.5	7.5	8	8	7	8						**7.44**
5.0 REPORTING AND DATA ACCESS																	
5.1	Solution offers teachers the ability to see the workload of all their students.	F	1	1	1	1	1	1	1	1	1						1.00
5.2	Solution allows end-users access to analytical tools (i.e. # of assignments missing; user login statistics)	F	2	2	2	1.5	2	2	2	2	2						1.94
5.3	Solution allows SPS to query and modify their data using at least one of the following methods: - Through a web service API. - Through SQL queries to the database.	T	2									1	2	2	2	2	1.8
5.4	Solution allows SPS to export their data using at least one of the following methods: - CSV (or other text-delimited) data file download. - Export via a web service API.	T	2									2	2	2	2	2	2
5.5	Solution provides the ability for the district or vendor to create custom reports for SPS.	T	1									0	1	1	1	1	0.80
	5.0 REPORTING AND DATA ACCESS TOTAL		8	3	3	2.5	3	3	3	3	3	3	5	5	5	5	**7.54**
6.0 MOBILE APPLICATION																	
6.1	Solution has a mobile-friendly interface.	F	2	2	2	1.5	2	2	2	2	2						1.94
6.2	Solution has a mobile application for all major mobile platforms (i.e. iOS, Android).	T	1									1	1	1	1	1	1.00
6.3	The mobile application supports all major functions in the LMS.	F	1	1	1	0.5	0	1	1	1	1						0.81
	6.0 MOBILE APPLICATION TOTAL		4	3	3	2	2	3	3	3	3	1	1	1	1	1	**3.75**
7.0 INTEGRATION WITH POWERSCHOOL																	
7.1	Solution allows for frequent automated and scheduled population of classes and users from PowerSchool.	T	2									1	1.5	2	2	2	1.70
7.2	Solution can add, delete, and update classes and users through at least one of the following methods: - Solution provisions directly from PowerSchool (such as queries to the PowerSchool database or calls to the PowerSchool API) – preferred. - Scheduled import of CSV (or other text-delimited) data files.	T	2									2	2	2	2	2	2
7.3	Solution integrates assignments and grades with PowerSchool so students and parents can reliably and accurately reference their grades in one place.	T	1									1	1	1	1	1	1.00

No.	Requirement	Type	Pts	C1	C2	C3	C4	C5	C6	C7	C8	C9	C10	C11	C12	C13	Weighted
	7.0 INTEGRATION WITH POWERSCHOOL TOTAL		5									4	4.5	5	5	5	**4.70**
8.0 SINGLE SIGN-ON AUTHENTICATION																	
8.1	Solution uses either the OpenID or SAML 2.0 protocols for single sign-on with PowerSchool.	T	2									2	2	2	2	2	2.00
8.2	Solution allows PowerSchool to be the identity provider.	T	2									2	2	2	2	2	2.00
8.3	The solution shall be the Relying Party (for OpenID) or the Service Provider (for SAML 2.0)	T	2									2	2	2	2	2	2.00
8.4	Solution offers LDAP authentication.	T	2									2	2	2	2	2	2.00
8.5	Solution offers Active Director Federation Service (ADFS) authentication.	T	2									1.5	2	2	2	2	1.90
8.6	Solution has integration capability with SAP functions such as Professional Development tracking.	T	1									1	0.5	1	1	1	0.90
8.7	Solution allows 3rd party applications to be integrated or used via the LMS interface.	T	2									2	2	2	2	2	2.00
	8.0 SINGLE SIGN-ON AUTHENTICATION TOTAL		13									12.5	12.5	13	13	13	**12.80**
9.0 TECHNOLOGY REQUIREMENTS																	
9.1	Solution utilizes web browser/intranet architecture compatible with current SPS standards (Internet Explorer version 8, Firefox 19, Safari).	T	2									2	1.5	1	2	2	1.70
9.2	Client OS requirements (windows 7, Mac 10.6.5, etc). Please identify the client requirements (RAM, hard drive space, etc)	T	2									2	2	1.5	2	2	1.90
9.3	Solution does not place undisclosed cookies on District desktops.	T	2									2	2	2	2	2	2.00
9.4	Solution offers method of client/end user deployment (Web based client, MSI, Mac package installer).	T	2									2	2	2	1	2	1.80
9.5	Solution provides a separate testing and training environment.	T	2									2	2	2	2	2	2.00
	9.0 TECHNOLOGY REQUIREMENTS TOTAL		10									10	9.5	8.5	9	10	**9.40**
10.0 DATA SECURITY																	
10.1	Data Ownership (data belongs to District, not vendor)	T	2									2	2	2	2	2	2.00
10.2	Data separation (from their other clients) on dedicated server with dedicated DB.	T	2									0	0	1	0	1.5	0.50
10.3	Solution has appropriate firewalls in place to protect against external attacks	T	2										2	2	2	2	2.00
10.4	Vendor offers off-site data backup and disaster recovery plan – restores both at the DB level or the object level.	T	2									2	2	1	2	1.5	1.70
10.5	Solution has an intrusion detection system.	T	2									2	2	2	2	2	2.00
10.6	Solution has an approved secure method of data file transfer (by District) such as SFTP, SCP.	T	2									1	2	2	2	2	1.80
10.7	Solution supports customizable and granular user security.	T	2									2	2	2	2	2	2.00
	10.0 DATA SECURITY TOTAL		14									9	12	12	12	13	**12.00**
11.0 COMPLIANCE																	
11.1	Solution complies with American Disabilities Act (Section 508) and allows for multiple font sizing preferences.	T	2									2	2	2	2	2	2.00
11.2	Solution is compliant with ADA act, WCAG 2.0 AA.	T	2									2	1	2	1	2	1.60
11.3	Solution allows administrator to require users to add accessibility information (ALT-Tags) when uploading images.	T	1									0.5	0.5	1	0.5	1	0.70
11.4	Solution renders web pages and navigation in ADA Compliant systems.	T	2									2	2	2	2	2	2.00
11.5	Solution complies with Children's Online Privacy Protection Act.	T	2									2	2	2	2	2	2.00
11.6	Solution complies with Federal or local school laws policies or programs.	T	2									2	2	2	2	2	2.00
	11.0 COMPLIANCE TOTAL		11									10.5	9.5	11	9.5	11	**10.30**
	FUNCTIONAL & TECHNICAL REQUIREMENTS TOTAL		120	60	59	52.5	57.5	63	47	57	59.5	50	54	55.5	54.5	58	**113.45**
	Vendor's roadmap for its solution over the next 2-3 years	F&T	10	8	8	9	8	10		8		8		8	10	9	8.60

Criteria	Category	Weight														Average
Vendor's cost approach, experience and capabilities to phasing in the LMS from initial adoption to full adoption	F&T	7		8		8	10		10		8			8	10	8	8.75
References with similar or larger organizations, preferably in an education environment	F&T	10	10	10	10	8	10		9		10			8	10	10	9.50
A proven track record in providing enterprise architecture solutions within project guidelines, resulting in high value to the customer in relation to the cost.	F&T	10	8	8		8	10		7		10			8	10	10	8.78
		37	26	34	19	32	40		34		36			32	40	37	35.63
Price of Services	Contracting	40															34.4
TOTAL SCORE			86.00	93.00	71.50	89.50	103.00	47.00	91.00	59.50	86.00	54.00	87.50	94.50	95.00		183.48

Max points should be awarded if the solution meets the requirements completely. Scores can also be given in .5 increments (i.e. 0, .5, 1, 1.5, 2).
The scored by column indicates which team's score, Functional Team (F) or Technical Team (T), for each requirement will be counted for the final score count.

	Requirements	Scored by:	Max. Points	Functional Team								Technical Team					Average Score
				Amanda R.	Eric C.	Kelly L.	Harvey W.	Laura V.	Michelle M.	Robert B.	Tracy W.	April M.	Eric M.	Jim Y.	Nancy P.	William D.	
1.0 ACTIVE LEARNING AND COLLABORATION																	
1.1	Intuitive discussion board design allows all users of all abilities to navigate easily among posts, threads, and forums, and to search content.	F	2	2	2	2	2	2	1.5	2	2						1.94
1.2	Solution provides peer review tools with flexible group assignments (random; instructor-assigned; student self-enroll) options.	F	2	2	1.5	2	2	1		2	2						1.79
1.3	Solution allows users to submit assignments online	F	2	2	2	2	2	2	2	2	2						2.00
1.4	Solution allows teachers and students to provide audio, video, or written feedback on assignments	F	2	2	2	2	2	2	2	2	2						2.00
1.5	Calendar links to assignments and activity due dates	F	2	2	2	2	2	2	2	2	2						2.00
1.6	Users have the ability to subscribe to the calendar and integrate it with their personal calendars	F	2	2	2	2	2		2	2	2						2.00
1.7	Solution has audio/video recording ability.	F	2	2	2	2	2	2	2	2	2						2.00
1.8	Solution allows instructors to create and manage collaboration groups for students.	F	2	2	2	2	2	2		2	2						2.00
1.9	Solution offers resource sharing allowing all users assigned to that course to contribute.	F	2	0.5	1	2	2	1	2	0.5	2						1.38
1.1	Solution allows students/parents to opt in to alerts for course updates	F	2	2	2	2	2		2	2	2						2.00
1.11	Solution has a single interface serving users role-based content.	F	1	1	1	1	1	2	1	1	1						1.13
1.12	Solution offers video conferencing features.	F	1	1	1	1	1	1		1	1						1.00
1.13	Solution supports varied file formats (i.e office documents, pdf, txt, wmv, mp4, mp3, html5, etc.	F	2	2	2	2	2	2	2	2	2						2.00
1.14	Solution allows users to do batch file uploads.	F	2	2	2	2	2	2	2	2	2						2.00
1.15	Solution allows instructors to push announcements to members of their class.	F	2	2	2	1.5	2	2	2	2	2						1.94
1.16	Solution provides an internal messaging platform for students and instructors to communicate with each other.	F	1	1	1	1	1	1	1	1	2						1.13
1.17	Solution offers the ability to provide online courses for staff, students, parents, and community members.	F	2	2	2	2	2	2	2	2	2						2.00
1.18	Solution offers the ability to create online forms.	F	2		1	1.5	2	0.5	0	1.5	0						0.93
1.19	Solution offers the ability for users to take notes or contribute to discussions while watching a video.	F	1	2	0.5	0.5	1			1	1						1.00
1.20	Solution has a method for confirming course completion.	F	1	1	1	1	1	1		0	0						0.71
	1.0 ACTIVE LEARNING AND COLLABORATION TOTAL		35	32.5	32	33.5	35	27.5	25.5	32	33						**32.93**
2.0 SOLUTION INTERFACE																	
2.1	Solution offers web-based features accessible from any internet connection.	F	2	2	2	2	2	2	2	2	2						2.00
2.2	Solution interface is easy to use and offers breadcrumb-like navigation.	F	2	2	2	2	2	2	2	2	2						2.00
2.3	Solution interface offers drag and drop functionality.	F	1	1	1	1	1	1	1	1	1						1.00
	2.0 SOLUTION INTERFACE TOTAL		5	5	5	5	5	5	5	5	5						**5.00**
3.0 GRADEBOOK AND ASSESSMENT																	
3.1	Solution allows instructors to create and design online assessments.	F	2	2	2	2	2	2		2	2						2.00
3.2	For in-built online assignments, system allows instructors to monitor progress in real time.	F	1	1	1	1	1	1		1	1						1.00

No.	Requirement	Type	Pts														Score
3.3	Solution allows users to use a mobile or tablet for students to take online assessments.	F	2	1	1	2	2	2		2	2						1.71
3.4	Solution offers a single gradebook interface for instructors	F	1	1	0.5	0.5	0.5	1		0	0.5						0.57
3.5	Solution has a gradebook that supports standards-based grading.	F	1	0.5	0.5	0.5	0.5	0		0.5	1						0.50
	3.0 GRADEBOOK AND ASSESSMENT TOTAL		7	5.5	5	6	6	6		5.5	6.5						**5.79**
4.0 MANAGE LEARNING CONTENT																	
4.1	Solution provides intuitive, robust tools to incorporate multimedia in all elements of LMS, including assessments.	F	2	2	2	2	2	2	2	2	2						2.00
4.2	Solution has customizable course layout and design options.	F	1	1	1	1	1	1	1	1	1						1.00
4.3	Solution allows drag and drop content creation and management.	F	1	1	1	1	1	1	1	1	1						1.00
4.4	Solution allows users to search courses and share content across different classes and instructors.	F	1	0.5	0.5	1	0.5	0.5	1	0.5	1						0.69
4.5	Solution offers students the ability to maintain their personal work portfolio.	F	1	1	1	1	1	1	1	1	1						1.00
4.6	Solution allows translations for its interface for at least the following languages: Spanish, Vietnamese, Somali, Russian, Americ, Tagalog	F	1	1	1	1	0	1	1	1	1						0.88
4.7	Solution allows unlimited storage.	F	1	1	1	1	1	1	1	1	1						1.00
	4.0 MANAGE LEARNING CONTENT TOTAL		8	7.5	7.5	8	6.5	7.5	8	7.5	8						**7.56**
5.0 REPORTING AND DATA ACCESS																	
5.1	Solution offers teachers the ability to see the workload of all their students.	F	1	0	0.5	0	0	0	0	0	0						0.06
5.2	Solution allows end-users access to analytical tools (i.e. # of assignments missing; user login statistics)	F	2	1	2	1	2	1	2	2	2						1.63
5.3	Solution allows SPS to query and modify their data using at least one of the following methods: - Through a web service API. - Through SQL queries to the database.	T	2									1	2	1	1	1	1.20
5.4	Solution allows SPS to export their data using at least one of the following methods: - CSV (or other text-delimited) data file download. - Export via a web service API.	T	2									1	2	2	2	1.5	1.7
5.5	Solution provides the ability for the district or vendor to create custom reports for SPS.	T	1									0	1	0.5	0	1	0.50
	5.0 REPORTING AND DATA ACCESS TOTAL		8	1	2.5	1	2	1	2	2	2	2	5	3.5	3	3.5	**5.09**
6.0 MOBILE APPLICATION																	
6.1	Solution has a mobile-friendly interface.	F	2	1	1	1.5	2	2	2	1	2						1.56
6.2	Solution has a mobile application for all major mobile platforms (i.e. iOS, Android).	T	1									0.5	1	0.5	0	1	0.60
6.3	The mobile application supports all major functions in the LMS.	F	1	1	0.5	0.5	1	0.5	0.5	1	1						0.75
	6.0 MOBILE APPLICATION TOTAL		4	2	1.5	2	3	2.5	2.5	2	3	0.5	1	0.5	0	1	**2.91**
7.0 INTEGRATION WITH POWERSCHOOL																	
7.1	Solution allows for frequent automated and scheduled population of classes and users from PowerSchool.	T	2									1	2	1	2	0.5	1.30
7.2	Solution can add, delete, and update classes and users through at least one of the following methods: - Solution provisions directly from PowerSchool (such as queries to the PowerSchool database or calls to the PowerSchool API) – preferred. - Scheduled import of CSV (or other text-delimited) data files.	T	2									1	2	2	1	1.5	1.5
7.3	Solution integrates assignments and grades with PowerSchool so students and parents can reliably and accurately reference their grades in one place.	T	1									1	0.5	1	0.5	0.5	0.70

No.	Requirement	Type	Points														Weighted
	7.0 INTEGRATION WITH POWERSCHOOL TOTAL		5									3	4.5	4	3.5	2.5	**3.50**
8.0 SINGLE SIGN-ON AUTHENTICATION																	
8.1	Solution uses either the OpenID or SAML 2.0 protocols for single sign-on with PowerSchool.	T	2									1.5	0.5	1	1	2	1.20
8.2	Solution allows PowerSchool to be the identity provider.	T	2									0.5	2	1	1	2	1.30
8.3	The solution shall be the Relying Party (for OpenID) or the Service Provider (for SAML 2.0)	T	2									2	2	1	1	2	1.60
8.4	Solution offers LDAP authentication.	T	2									2	2	1	2	2	1.80
8.5	Solution offers Active Director Federation Service (ADFS) authentication.	T	2									1	1.5	1	0.5	2	1.20
8.6	Solution has integration capability with SAP functions such as Professional Development tracking.	T	1									1	1	0.5	1	1	0.90
8.7	Solution allows 3rd party applications to be integrated or used via the LMS interface.	T	2									2	2	2	2	2	2.00
	8.0 SINGLE SIGN-ON AUTHENTICATION TOTAL		13									10	11	7.5	8.5	13	**10.00**
9.0 TECHNOLOGY REQUIREMENTS																	
9.1	Solution utilizes web browser/intranet architecture compatible with current SPS standards (Internet Explorer version 8, Firefox 19, Safari).	T	2									1	1.5	1	1	1	1.10
9.2	Client OS requirements (windows 7, Mac 10.6.5, etc). Please identify the client requirements (RAM, hard drive space, etc)	T	2									2	2	2	1	2	1.80
9.3	Solution does not place undisclosed cookies on District desktops.	T	2									2	2	2	2	2	2.00
9.4	Solution offers method of client/end user deployment (Web based client, MSI, Mac package installer).	T	2									2	2	1	1	2	1.60
9.5	Solution provides a separate testing and training environment.	T	2									1.5	1.5	1	1	1	1.20
	9.0 TECHNOLOGY REQUIREMENTS TOTAL		10									8.5	9	7	6	8	**7.70**
10.0 DATA SECURITY																	
10.1	Data Ownership (data belongs to District, not vendor)	T	2									2	2	2	2	2	2.00
10.2	Data separation (from their other clients) on dedicated server with dedicated DB.	T	2									1	1	1	0	2	1.00
10.3	Solution has appropriate firewalls in place to protect against external attacks	T	2									2	2	2	2	2	2.00
10.4	Vendor offers off-site data backup and disaster recovery plan – restores both at the DB level or the object level.	T	2									2	2	2	2	2	2.00
10.5	Solution has an intrusion detection system.	T	2									2	2	2	1	2	1.80
10.6	Solution has an approved secure method of data file transfer (by District) such as SFTP, SCP.	T	2									1	1.5	1	1	2	1.30
10.7	Solution supports customizable and granular user security.	T	2									2	2	2	2	2	2.00
	10.0 DATA SECURITY TOTAL		14									10	12.5	12	10	14	**12.10**
11.0 COMPLIANCE																	
11.1	Solution complies with American Disabilities Act (Section 508) and allows for multiple font sizing preferences.	T	2									2	2	2	1	2	1.80
11.2	Solution is compliant with ADA act, WCAG 2.0 AA.	T	2									2	2	2	2	2	2.00
11.3	Solution allows administrator to require users to add accessibility information (ALT-Tags) when uploading images.	T	1									1	1	1	1	1	1.00
11.4	Solution renders web pages and navigation in ADA Compliant systems.	T	2									2	2	2	2	2	2.00
11.5	Solution complies with Children's Online Privacy Protection Act.	T	2									1.5	2	2	1.5	2	1.80
11.6	Solution complies with Federal or local school laws policies or programs.	T	2									2	2	2	2	2	2.00
	11.0 COMPLIANCE TOTAL		11									10.5	11	11	9.5	11	**10.60**
	FUNCTIONAL & TECHNICAL REQUIREMENTS TOTAL		120	53.5	53.5	55.5	57.5	49.5	43	54	57.5	44.5	54	45.5	40.5	53	103.18
	Vendor's roadmap for its solution over the next 2-3 years	F&T	10	10	7	7	8	6		7		7		8	8	8	7.60

Criteria	Dept	Max														Avg
Vendor's cost approach, experience and capabilities to phasing in the LMS from initial adoption to full adoption	F&T	10	10	9		8	10		9		9		7	2	9	8.11
References with similar or larger organizations, preferably in an education environment	F&T	10	5	6	5	3	4		10		8		7	3	7	5.80
A proven track record in providing enterprise architecture solutions within project guidelines, resulting in high value to the customer in relation to the cost.	F&T	10	5	8		7	9		9		10		8	6	9	7.89
		40	30	30	12	26	29		35		34		30	19	33	29.40

Price of Services	Contracting	40														40

TOTAL SCORE			83.50	83.50	67.50	83.50	78.50	43.00	89.00	57.50	78.50	54.00	75.50	59.50	86.00	172.58

HON. RICHARD A. JONES

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

Plaintiff	,	No. C14-1286 RAJ
Plaintiff,		[PROPOSED] PRELIMINARY INJUNCTION BY CONSENT
v.		
SEATTLE SCHOOL DISTRICT NO. 1 d/b/a Seattle Public Schools,		NOTED ON MOTION CALENDAR: MONDAY, OCTOBER 27, 2014
Defendant		

PRELIMINARY INJUNCTION BY CONSENT

1.   Title II of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12131 *et seq.* ("ADA") and its implementing regulation, 28 C.F.R. pt. 35, prohibit discrimination on the basis of disability by public entities and provide that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity. 42 U.S.C. § 12132; 28 C.F.R. §§ 35.101, 35.130.

2.   On August 20, 2014, Plaintiff filed this lawsuit against Defendant Seattle School District No. 1, doing business as Seattle Public Schools ("SPS"). Plaintiff alleged, inter alia, that SPS has created an inaccessible website, www.seattlepublicschools.org, and included an inaccessible program, ST Math, in its curriculum, and that both the website and ST Math contain barriers that exclude blind persons, such as Plaintiff , from participation

[PROPOSED] PRELIMINARY INJUNCTION BY CONSENT- 1

No. C14-1286 RAJ

10824 01 hj270901

1 in or deny them the benefits of SPS's services, programs, or activities, in violation of Title II of

2 the ADA, 42 U.S.C. §§ 12131-12134.

3   3.   On September 30, 2014, Plaintiff filed a Motion for Preliminary

4 Injunction requesting that this Court preliminarily enjoin SPS from further violating Title II of

5 the ADA and Section 504 of the Rehabilitation Act and to (1) modify its website to ensure

6 compliance with Web Content Accessibility Guidelines 2.0, Success Criteria AA ("WCAG 2.0

7 AA") by January 5, 2015 to afford her an equal opportunity to access its content, and (2) provide

8 Plaintiff the necessary aids and services to afford her an equal opportunity to access ST

9 Math, or in the alternative, stop using ST Math by January 5, 2015, unless or until it offers

10 Plaintiff an equal opportunity to access the content available to sighted parents.

11   4.   SPS expressly denies that it has violated Title II of the ADA and, by entry into

12 this Preliminary Injunction by Consent, does not admit any wrongdoing.

13   5.   This Preliminary Injunction by Consent is entered into by and between

14 Plaintiff and SPS and resolves the allegations set forth in Plaintiff 's Motion for

15 Preliminary Injunction.

16

17   Jurisdiction

18   6.   Plaintiff alleges that Defendant SPS is the local educational agency and

19 therefore is a public entity under Title II of the ADA, 42 U.S.C. § 12131, et. seq.

20   7.   Plaintiff alleges that she is a qualified individual with a disability pursuant

21 to 42 U.S.C. § 12131.

22   8.   This Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1343,

23 and 42 U.S.C. § 12132. Venue in this Court is proper pursuant to 28 U.S.C. § 1391(b) because

24 Defendant does business in this district and Plaintiff resides in this district.

25   Agreed Resolution

26   9.   Plaintiff and SPS agree that it is in all parties' best interest to resolve the

27 Motion for Preliminary Injunction on mutually agreeable terms without further litigation.

28

[PROPOSED] PRELIMINARY INJUNCTION BY CONSENT- 2

No. C14-1286 RAJ

10824.01 hj270901

1   Accordingly, the parties agree to the entry of this Preliminary Injunction by Consent without trial

2   or further adjudication of any issues of fact or law raised in [Plaintiff]'s Motion for

3   Preliminary Injunction.
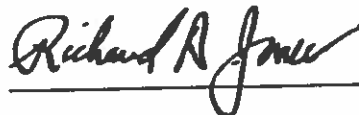
4   10.   In resolution of this action, the parties hereby **AGREE** and the Court expressly

5   **GRANTS, APPROVES, ENTERS, AND ORDERS** the following:

6   11.   Pursuant to the terms of this Preliminary Injunction by Consent, SPS shall

7   conform the external portion of its website and the pages applicable to the schools attended by

8   [Plaintiff]'s children to the standards set forth in WCAG 2.0 AA no later than February 1,

9   2015 and at all times thereafter during the pendency of this litigation.

10   12.   Based on SPS's representation that students in [Student]'s class at [school]

11   [school] do not and will not have remote access to ST Math, the portion of Plaintiff's Motion

12   for Preliminary Injunction seeking the replacement of ST Math beginning in January 5, 2015 is

13   **DENIED**.

14   13.   The signatories represent that they have the authority to bind the respective parties

15   identified below to the terms of this Decree.

16

17   SO ORDERED this 28th day of October, 2014.

18

19

20

21   The Honorable Richard A. Jones

22   United States District Judge

23

24

25

26

27

28

[PROPOSED] PRELIMINARY INJUNCTION BY CONSENT- 3

No. C14-1286 RAJ

10124.01 hj270901

edline

December 5, 2014

VIA OVERNIGHT DELIVERY

Nancy Petersen
Carmen Rahm
Mail Stop: 21-350
Seattle School District No. 1
PO Box 34165
Seattle, WA 98124-1165

RE: Contract No. P9790 for Website and Content Management Between Edline, LLC, Successor in Interest to SchoolFusion and Seattle District No. 1 (the "Contract").

Ms. Petersen and/or Mr. Rahm:

This letter shall serve as thirty-day notice of termination pursuant to Section 1 of the above-referenced Contract. Edline, LLC is happy to continue to provide services through February 1, 2015, as previously discussed, and provide gratis access to applicable Edline and SchoolFusion services for a transition period. Please contact Brett Sievert, Edline's business representative, or David Hokit, the district's legal representative, for details.

Best regards,

Dean Newton

Seattle Public Schools
Contracting Services
2445 Third Avenue South
Seattle, WA 98134
Telephone: (206) 252-0562
Fax: (206) 252-0505
contractingservices@seattleschools.org

Request For Qualifications No. RFQ02561

Learning Management System

for

Seattle Public Schools

Submittal Deadline:

Date: March 9, 2015

Time: 1:00 p.m.

Table of Contents

ATTACHMENTS:

Attachment No. 1: System Requirements Matrix   (5 pages)

END OF ATTACHMENTS

<u>REQUEST FOR QUALIFICATION NO. RFQ02561</u>

<u>PROPOSAL CERTIFICATION FORM</u>

TO: Diane Navarro, Contracting Services Manager

The undersigned provider hereby certifies as follows:

1.   That he/she has read the Seattle School District's Request for Qualification No. RFQ02561 and the following Addenda and to the best of his/her knowledge has complied with the mandatory requirements stated herein:

     Addenda Number   Issue Date

     _____   _____

     _____   _____

     _____   _____

2.   That he/she has had the opportunity to ask questions regarding the Request for Proposal, and that if such questions have been asked they have been answered by the District.

3.   That the proposer's response is valid for 90 days.

Dated at _____, this _____ of _____ 2015.

_____   _____
(Signature)   (Title)

_____   _____
(Print Name)   (Email Address)

_____   _____
(Company Name)   (Telephone Number)

_____   _____
(Address)   (Fax Number)

_____   _____
(City)   (UBI Number)

_____
(State)

_____
(Zip)

I.   Introduction

The Seattle School District No. 1 (District) is requesting proposals for a hosted solution for an enterprise-wide Learning Management System (LMS). Seattle Public Schools is looking for a LMS platform that supports our complex and dynamic educational environment and is built on modern and accessible technologies with strategic readiness for future innovation. For the LMS proposal, the District will be leveraging the Washington Learning Source (WLS) Master Vendor Agreement and will be evaluating their June 2013 LMS RFP awardees, Instructure (Canvas) and Schoology. The contract awarded to the vendor will be based on the WLS contract terms and conditions.

This document describes the selection process and the documentation required for submitting proposals for this project. Any firm failing to submit its proposal in accordance with the procedures set forth here may be considered nonresponsive.

The selection of the firms for these services will proceed in the following manner:

- Proposals shall be received by Seattle Public Schools no later than **1:00 p.m. (PST) on March 9, 2015.**

- The proposals will be followed by a live demonstration of the firm's product on-site at the John Stanford Center for Educational Excellence.

- The District reserves the right to reject any vendor who is unable to comply with the District's request for a live demonstration at the date and time determined by the District.

- The District reserves the right to seek clarifications about the proposals.

- The District may award a contract based solely on the written proposals and a live demonstration. However, the District may elect to engage in negotiations, in order to improve the proposals and obtain the best contract(s) for the District. The District reserves the right to request post-proposal modifications, including best and final offers and considerations.

- The final selection will be based upon the criteria set forth below. The District reserves the right to negotiate with the successful firm on pricing and scheduling.

The District will select the successful firm based on the best interests of the District, all factors considered. The District reserves the right to reject any or all proposals, waive informalities, and make the award in its best interest.

All information shall be submitted at the dates and time indicated herein to:

Diane Navarro
Contracting Services
Seattle Public Schools
Telephone No. (206) 252-0566

Questions, comments and final proposals must be e-mailed to
contractingservices@seattleschools.org.

LAST DAY FOR QUESTIONS: Tuesday, March 3 at 1:00 p.m. (PST)

In the event that a firm attempts to contact any official, employee, or District representative in any manner contrary to the above requirements, said firm may be disqualified for further consideration.

This prohibition does not apply to:

- Telephone calls to the District to request copies of this proposal, to confirm attendance, or request directions
- Delivery of the firm's proposal
- Discussion at the demos and interview

II.   Background

The District has approximately 88 locations, 8,000 staff, and 54,000 students within the City of Seattle. The LMS will advance academic achievement by providing our users with a rich learning and collaborative platform for teachers, students, and parents. The intended result of this project is for Seattle Public Schools to adapt and respond to the diverse and evolving student needs. This includes instructional space that accommodates different teaching approaches and learning assignments.

III.   Project Information

This project will involve:
1. A review and selection of a product and/or vendor solution that best meets the needs of the District and the community it serves.
2. A thorough and timely implementation of the selected product/solution that accounts for all aspects of the solution deployment including: planning, design, development, deployment, launch, post launch support, training, and on-going maintenance and feature development.

The objectives and scope of the project include:
- The Department of Technology Services (DoTS) will facilitate a team of professionals to review the proposed LMS products and vendor solutions. The review committee will conclude its findings by providing a recommendation to the Superintendent for the purchase and implementation-related services related to this learning management system.

- Implement an easy-to-use Learning Management System that will enhance the experience of teachers, students, and parents.

The successful vendor will have experience in strategic and technical implementation of Learning Management Systems for schools, school districts, government, or equivalent industries. The successful vendor will be expected to adhere to project milestones and project costs.

The class pages portion of the LMS will be expected to go-live by July 2015 for all school sites. The more collaborative and richer LMS features will then be phased in over the span of multiple years. The cost model and consulting services provided by the vendor should take this into account. Some on- and off-site work will be necessary. The successful vendor will provide a plan for how to achieve the project within the desired timeline.

Deliverables

Following are deliverables that the District expects from the successful vendor:

1. Deliver a proposal response.
2. Provide a project road map identifying expected activities, durations, and critical path elements.
3. Full solution consulting effort working directly with District staff and stakeholders.
4. Demonstration of successful LMS deployment, customized and/or branded to reflect the requirements and needs as defined by the District.
5. Regular submittal of Project Status Reports and meetings.
6. Support documentation, training materials, and a training environment for use during and post project deployment.
7. Formal test plans and user scenarios for unit and user acceptance testing.

Seattle Public Schools is seeking the following services as part of the comprehensive solution:

1. **Implementation Services** – Any services needed to implement an operational instance of the solution, including installation, configuration, and integration with key business systems (i.e. Student Information System).
2. **Training –** Train key project staff on configuration, management, and use of the LMS. Deliver training materials for teachers, students, and parents, and work with SPS staff to customize professional development for Seattle Public Schools.
3. **Support –** On-going support and service, including tiered customer support, any needed system upgrades, fixes, data recovery assistance, and enhancements to the items installed.
4. **Migration Services –** A migration plan and services that will move SPS's current class page content to the chosen solution, if needed. This may include tools, resources, and services needed to migrate course data/content within a timeframe to be established by SPS.

A. **Overall Requirements**

1.0 ACTIVE LEARNING AND COLLABORATION	
1.1	Intuitive discussion board design allows all users of all abilities to navigate easily among posts, threads, and forums, and to search content.
1.2	Solution provides peer review tools with flexible group assignments (random; instructor-assigned; student self-enroll) options.
1.3	Solution allows users to submit assignments online
1.4	Solution allows teachers and students to provide audio, video, or written feedback on

	assignments
1.5	Calendar links to assignments and activity due dates
1.6	Users have the ability to subscribe to the calendar and integrate it with their personal calendars
1.7	Solution has audio/video recording ability.
1.8	Solution allows instructors to create and manage collaboration groups for students.
1.9	Solution offers resource sharing allowing all users assigned to that course to contribute.
1.10	Solution allows students/parents to opt in to alerts for course updates
1.11	Solution has a single interface serving users role-based content.
1.12	Solution offers video conferencing features.
1.13	Solution supports varied file formats (i.e office documents, pdf, txt, wmv, mp4, mp3, html5, etc.
1.14	Solution allows users to do batch file uploads.
1.15	Solution allows instructors to push announcements to members of their class.
1.16	Solution provides an internal messaging platform for students and instructors to communicate with each other.
1.17	Solution offers the ability to provide online courses for staff, students, parents, and community members.
1.18	Solution offers the ability to create online forms.
1.19	Solution offers the ability for users to take notes or contribute to discussions while watching a video.
1.20	Solution has a method for confirming course completion.
2.0 SOLUTION INTERFACE	
2.1	Solution offers web-based features accessible from any internet connection.
2.2	Solution interface is easy to use and offers breadcrumb-like navigation.
2.3	Solution interface offers drag and drop functionality.
3.0 GRADEBOOK AND ASSESSMENT	
3.1	Solution allows instructors to create and design online assessments.
3.2	For in-built online assignments, system allows instructors to monitor progress in real time.
3.3	Solution allows users to use a mobile or tablet for students to take online assessments.
3.4	Solution offers a single gradebook interface for instructors
3.5	Solution has a gradebook that supports standards-based grading.
4.0 MANAGE LEARNING CONTENT	
4.1	Solution provides intuitive, robust tools to incorporate multimedia in all elements of LMS, including assessments.
4.2	Solution has customizable course layout and design options.
4.3	Solution allows drag and drop content creation and management.
4.4	Solution allows users to search courses and share content across different classes and instructors.
4.5	Solution offers students the ability to maintain their personal work portfolio.
4.6	Solution allows translations for its interface for the following languages: Spanish, Vietnamese, Somali, Russian, Americ, Tagalog.
4.7	Solution allows unlimited storage.
5.0 REPORTING AND DATA ACCESS	
5.1	Solution offers teachers the ability to see the workload of all their students.
5.2	Solution allows end-users access to analytical tools (i.e. # of assignments missing; user login statistics)
5.3	Solution allows SPS to query and modify their data using at least one of the following methods:

	- Through a web service API.
	- Through SQL queries to the database.
5.4	Solution allows SPS to export their data using at least one of the following methods:
	- CSV (or other text-delimited) data file download.
	- Export via a web service API.
5.5	Solution provides the ability for the district or vendor to create custom reports for SPS.
6.0 MOBILE APPLICATION	
6.1	Solution has a mobile-friendly interface.
6.2	Solution has a mobile application for all major mobile platforms (i.e. iOS, Android).
6.3	The mobile application supports all major functions in the LMS.
7.0 INTEGRATION WITH POWERSCHOOL	
7.1	Solution allows for frequent automated and scheduled population of classes and users from PowerSchool.
7.2	Solution can add, delete, and update classes and users through at least one of the following methods:
	- Solution provisions directly from PowerSchool (such as queries to the PowerSchool database or calls to the PowerSchool API) – preferred.
	- Scheduled import of CSV (or other text-delimited) data files.
7.3	Solution integrates assignments and grades with PowerSchool so students and parents can reliably and accurately reference their grades in one place.
8.0 SINGLE SIGN-ON AUTHENTICATION	
8.1	Solution uses either the OpenID or SAML 2.0 protocols for single sign-on with PowerSchool.
8.2	Solution allows PowerSchool to be the identity provider.
8.3	The solution shall be the Relying Party (for OpenID) or the Service Provider (for SAML 2.0)
8.4	Solution offers LDAP authentication.
8.5	Solution offers Active Director Federation Service (ADFS) authentication.
8.6	Solution has integration capability with SAP functions such as Professional Development tracking.
8.7	Solution allows 3rd party applications to be integrated or used via the LMS interface.
9.0 TECHNOLOGY REQUIREMENTS	
9.1	Solution utilizes web browser/intranet architecture compatible with current SPS standards (Internet Explorer version 8, Firefox 19, Safari).
9.2	Client OS requirements (windows 7, Mac 10.6.5, etc). Please identify the client requirements (RAM, hard drive space, etc)
9.3	Solution does not place undisclosed cookies on District desktops.
9.4	Solution offers method of client/end user deployment (Web based client, MSI, Mac package installer).
9.5	Solution provides a separate testing and training environment.
10.0 DATA SECURITY	
10.1	Data Ownership (data belongs to District, not vendor)
10.2	Data separation (from their other clients) on dedicated server with dedicated DB.
10.3	Solution has appropriate firewalls in place to protect against external attacks
10.4	Vendor offers off-site data backup and disaster recovery plan – restores both at the DB level or the object level.
10.5	Solution has an intrusion detection system.
10.6	Solution has an approved secure method of data file transfer (by District) such as SFTP,

	SCP.
10.7	Solution supports customizable and granular user security.
	11.0 COMPLIANCE
11.1	Solution complies with American Disabilities Act (Section 508) and allows for multiple font sizing preferences.
11.2	Solution is compliant with ADA act, WCAG 2.0 AA.
11.3	Solution allows administrator to require users to add accessibility information (ALT-Tags) when uploading images.
11.4	Solution renders web pages and navigation in ADA Compliant systems and has been thoroughly tested with screen readers such as JAWS and with accessibility tools.
11.5	Solution complies with Children's Online Privacy Protection Act.
11.6	Solution complies with Federal or local school laws policies or programs.

IV.   Selection Process

A. Schedule (all times are in Pacific Standard Time)

Date	Selection Process
February 27, 2015	Issue Request For Qualifications to Vendors
March 3, 2015	Last day for questions at 1:00 PM
March 9, 2015	**Responses due at 1:00 PM**
March 10-11, 2015	On-site demo presentations
March 12-18, 2015	Negotiations with recommended vendor (if needed)

B. Method of Selection

1. Vendor selection will be based on the criteria set forth below.

2. The District reserves the option to meet with both vendors and conduct negotiations based on the proposals in order to select the best proposal(s), all factors considered. As part of such negotiations, the District may require key personnel to be assigned to the contract to be present, and to discuss the firm's approach to management of the project based on their understanding of the scope and contract.

Selection Factors

A selection committee will evaluate each proposal. The proposals and demos will be evaluated against the following criteria:

Qualifications: – *160 points*

- Vendor's ability to meet functional and technical requirements (120 points)

- Vendor's roadmap for its solution over the next 2-3 years (10 points)

- Vendor's approach, experience and capabilities to phasing in the LMS from initial adoption to full adoption (10 points)

- References with similar or larger organizations, preferably in an education environment (10 points)

- A proven track record in providing enterprise architecture solutions within project guidelines, resulting in high value to the customer in relation to the cost. (10 points)

Price of services – *40 points* (please see Section V. B. 7, Pricing)

D.   Notifications

The District will provide timely notifications of the following actions to firms responding to the Request for Qualification upon selection of recommended firm.

E.   District Right to Reject

The District reserves the right to reject any and all proposals and re-advertise the project at any time prior to final approval of the recommended firm and the negotiated agreement. All costs incurred in the preparation of the Request for Qualification process shall be borne by the proposing firm. **Proposals submitted in response to this Request for Qualification shall become the property of the District and be considered public documents under applicable Washington State laws.**

F.   Other Requirements

Any proposal received after the time specified will not be considered. Modification of proposals after the deadline for submission will not be allowed, except through the optional negotiation process described above. Any firm failing to submit information in accordance with the procedures set forth herein may be considered nonresponsive at the District's discretion.

V.   Submittal Requirements

A.   The submittal requirements shall be as follows:

The proposing firm, joint venture or other form of association ("firm") shall submit an electronic copy of its Proposal for the project to contractingservices@seattleschools.org. The proposal shall be limited to a maximum of twenty (25) pages (8-1/2" x 11") single sided, not smaller than 12 point type.

1.   The cover letter (including the Statement of Qualifications), table of contents, proposal certification form and tabs do not count toward the page limits.

2.   Project cut sheets, supplemental attachments and exhibits, including screenshots and photos, will not count toward the page limit listed above, however shall not exceed ten (10) pages. Submittals exceeding the page limits may be considered non-responsive**.**

3.   **Please Note:** In preparing the firm's cover letter (including the Statement of Qualifications), the proposing firm shall clearly identify the designated person of record responsible for the referenced project. If the proposing firm is representing an individual's experience while employed at another firm, the firm of record for the project and the individual's role shall be clearly identified.

B.   <u>Proposal Contents</u>

Table of Contents (maximum 1 page).

Proposal Certification Form.

1.   <u>Executive Summary</u>

Provide a summary highlighting the firm's qualifications and special expertise to provide the services requested in the Request for Qualification.

2.   <u>Company Profile</u>

a)   Identification of firm including address, telephone number, email address and date firm(s) were established.
b)   Areas of specialization of the firm.
c)   Provide total size and breakdown of firm personnel by category. Please provide an organization chart.

3.   <u>Experience</u>

a)   Describe relevant experience. Provide examples of the firm's work, expressed both in number of projects and in contract dollars.
b)   For references, provide the client name, address, email address, and client's project representative and telephone number for the firm's three most recent projects that most closely relate to the services being proposed.

4.   <u>Capabilities, Capacity and Availability</u>

a)   Briefly discuss each of the individual key team members' relevant professional experience and capabilities as it relates to this project. Briefly discuss the availability of all key personnel for the scheduled time frame of the proposed project, and identify their proposed location during provision of the requested services. Additionally, discuss the capacity of the proposed team, as a whole, to accomplish the work.
b)   Briefly describe your team's general understanding of the project. Include any special issues that affect the project, as they relate to reliability and delivery.
c)   Provide your answers in relation to the requirements outlined in Section III A.
d)   Please provide documentation to support Section III.A, 11.0 Compliance requirements of the solution.

5.   Technical Requirements

    a) Please include a completed **Attachment 1, System Requirements Matrix** (This form will not count towards your page limit).

6.   Approach

    a) Briefly discuss the approach your firm would use in undertaking this work. Include Project milestones, your communication plan, and how you would provide the deliverables expected by the District.

    b) Provide a thorough response to the following:
        a. Describe your data center security standards.
        b. Describe your application security protecting user data from unauthorized access or exposure.
        c. In the event we separate from the solution, how would SPS be able to get their data? How would individual teachers get their data?
        d. Please provide your SLA standards for the following:
            i. Solution availability
            ii. Reliability of network connections
            iii. Data center reliability (power, HVAC, backup)
            iv. Response time for incidents/failures
            v. Required bandwidth per simultaneous user
        e. Please identify the maximum limits for concurrent usage with no visible impact on performance.
        f. Please provide your support matrix for end users and technical users.

    c) Provide a 2-3 year roadmap for your product and services.

7.   Pricing

    a) Please provide a detailed pricing breakdown based on the WLS contracted rates and provide specific details with respect to time and costs for: Licensing, Training, Consulting, Help Desk/Support, Software or Hosted Solution Renewals (Your estimates should account for all costs and expenses, including travel and lodging. For annual service or licensing fees, please provide a 3-year cost estimate.)

    b) Please also provide a phased in cost model as SPS moves from an initial adoption of class pages only to full adoption of all the features of the LMS.

VI.   **Contract and Contracting Provisions**

A.   Standard Form of Contract

The District intends to leverage the Washington Learning Source (WLS) Master Vendor Agreement with the selected vendor.

B.   Protest Procedures

    1.   Any actual or prospective vendor who is aggrieved in connection with the solicitation or award of this contract may protest to the District in accordance with the procedures set forth herein. Protests based on the terms in this Request for Proposal, which are apparent prior to the date established for submitting the proposal must be received seven (7) days prior to the submittal deadline. Protests based on other events must be received within three (3) working days after the aggrieved person knows, or should have known, of the facts and circumstances upon which the protest is based; provided, however, that in no event shall a protest be considered if all proposals are rejected or if the protest is received after the award for this contract.

    2.   In order to be considered, a protest shall be in writing and shall include: the name and address of the aggrieved person; the contract title under which the protest is submitted; a detailed description of the specific grounds for protest and any supporting documentation; and the specific ruling or relief requested. The written protest shall be addressed and delivered to:

> Kenneth Gotsch
> Assistant Superintendent for Business and Finance
> Seattle Public Schools
> Mail Stop 33-300
> PO Box 34165
> Seattle, WA 98124-1165

> or delivered to:

> Kenneth Gotsch
> Assistant Superintendent for Business and Finance
> Mail Stop 33-300
> Seattle Public Schools
> 2445 Third Avenue South
> Seattle, WA 98134

And shall be labeled: "Protest"

    3.   Upon receipt of a written protest, the District shall promptly consider the protest. The District may give notice of the protest and its basis to other persons, including Vendors involved in or affected by the protest; such other persons may be given an opportunity to submit their views and relevant information. If the protest is not resolved by mutual agreement of the aggrieved person and the District, the District will promptly issue a decision in writing stating the reasons for the action taken. A copy of the decision shall be mailed by certified mail, return receipt requested, or otherwise promptly furnished to the aggrieved person and any other interested

parties. The District's decision may be appealed to the Superintendent by written notice together with all supportive evidence, received at the address set forth in paragraph 2, not more than two (2) working days after receipt of the decision. The Superintendent's decision shall be final and conclusive.

4.   Strict compliance with the protest procedures set forth herein is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award. No person or party may pursue any action in court challenging the solicitation or award of this contract without first exhausting the administrative procedures specified herein and receiving the District's final decision.

5.   Any vendor submitting a proposal shall be deemed to have accepted these procedures.

End of Request for Proposal

SYSTEM REQUIREMENTS MATRIX

SOLUTION NAME: _____

Please complete all sections below to provide in your proposal response.

	1.0 ACTIVE LEARNING AND COLLABORATION	SOLUTION MEETS DISTRICT'S NEED? (Please describe)	AVAILABLE OUT-OF-BOX? (Y/N)	REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)	WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)
1.1	Intuitive discussion board design allows all users of all abilities to navigate easily among posts, threads, and forums, and to search content.				
1.2	Solution provides peer review tools with flexible group assignments (random; instructor-assigned; student self-enroll) options.				
1.3	Solution allows users to submit assignments online				
1.4	Solution allows teachers and students to provide audio, video, or written feedback on assignments				
1.5	Calendar links to assignments and activity due dates				
1.6	Users have the ability to subscribe to the calendar and integrate it with their personal calendars				
1.7	Solution has audio/video recording ability.				
1.8	Solution allows instructors to create and manage collaboration groups for students.				
1.9	Solution offers resource sharing allowing all users assigned to that course to contribute.				
1.10	Solution allows students/parents to opt in to alerts for course updates				
1.11	Solution has a single interface serving users role-based content.				
1.12	Solution offers video conferencing features.				
1.13	Solution supports varied file formats (i.e office documents, pdf, txt, wmv, mp4, mp3, html5, etc.				

1.14	Solution allows users to do batch file uploads.				
1.15	Solution allows instructors to push announcements to members of their class.				
1.16	Solution provides an internal messaging platform for students and instructors to communicate with each other.				
1.17	Solution offers the ability to provide online courses for staff, students, parents, and community members.				
1.18	Solution offers the ability to create online forms.				
1.19	Solution offers the ability for users to take notes or contribute to discussions while watching a video.				
1.20	Solution has a method for confirming course completion.				
2.0 SOLUTION INTERFACE		**SOLUTION MEETS DISTRICT'S NEED? (Please describe)**	**AVAILABLE OUT-OF-BOX? (Y/N)**	**REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)**	**WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)**
2.1	Solution offers web-based features accessible from any internet connection.				
2.2	Solution interface is easy to use and offers breadcrumb-like navigation.				
2.3	Solution interface offers drag and drop functionality.				
3.0 GRADEBOOK AND ASSESSMENT		**SOLUTION MEETS DISTRICT'S NEED? (Please describe)**	**AVAILABLE OUT-OF-BOX? (Y/N)**	**REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)**	**WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)**
3.1	Solution allows instructors to create and design online assessments.				
3.2	For in-built online assignments, system allows instructors to monitor progress in real time.				
3.3	Solution allows users to use a mobile or tablet for students to take online assessments.				
3.4	Solution offers a single gradebook interface for instructors				
3.5	Solution has a gradebook that supports standards-based grading.				

	4.0 MANAGE LEARNING CONTENT	**SOLUTION MEETS DISTRICT'S NEED? (Please describe)**	**AVAILABLE OUT-OF-BOX? (Y/N)**	**REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)**	**WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)**
4.1	Solution provides intuitive, robust tools to incorporate multimedia in all elements of LMS, including assessments.				
4.2	Solution has customizable course layout and design options.				
4.3	Solution allows drag and drop content creation and management.				
4.4	Solution allows users to search courses and share content across different classes and instructors.				
4.5	Solution offers students the ability to maintain their personal work portfolio.				
4.6	Solution allows translations for its interface for the following languages: Spanish, Vietnamese, Somali, Russian, Americ, Tagalog.				
4.7	Solution allows unlimited storage.				
	5.0 REPORTING AND DATA ACCESS	**SOLUTION MEETS DISTRICT'S NEED? (Please describe)**	**AVAILABLE OUT-OF-BOX? (Y/N)**	**REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)**	**WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)**
5.1	Solution offers teachers the ability to see the workload of all their students.				
5.2	Solution allows end-users access to analytical tools (i.e. # of assignments missing; user login statistics)				
5.3	Solution allows SPS to query and modify their data using at least one of the following methods: - Through a web service API. - Through SQL queries to the database.				
5.4	Solution allows SPS to export their data using at least one of the following methods: - CSV (or other text-delimited) data file download. - Export via a web service API.				

5.5	Solution provides the ability for the district or vendor to create custom reports for SPS.				
6.0 MOBILE APPLICATION		**SOLUTION MEETS DISTRICT'S NEED? (Please describe)**	**AVAILABLE OUT-OF-BOX? (Y/N)**	**REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)**	**WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)**
6.1	Solution has a mobile-friendly interface.				
6.2	Solution has a mobile application for all major mobile platforms (i.e. iOS, Android).				
6.3	The mobile application supports all major functions in the LMS.				
7.0 INTEGRATION WITH POWERSCHOOL		**SOLUTION MEETS DISTRICT'S NEED? (Please describe)**	**AVAILABLE OUT-OF-BOX? (Y/N)**	**REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)**	**WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)**
7.1	Solution allows for frequent automated and scheduled population of classes and users from PowerSchool.				
7.2	Solution can add, delete, and update classes and users through at least one of the following methods: - Solution provisions directly from PowerSchool (such as queries to the PowerSchool database or calls to the PowerSchool API) – preferred. - Scheduled import of CSV (or other text-delimited) data files.				
7.3	Solution integrates assignments and grades with PowerSchool so students and parents can reliably and accurately reference their grades in one place.				
8.0 SINGLE SIGN-ON AUTHENTICATION		**SOLUTION MEETS DISTRICT'S NEED? (Please describe)**	**AVAILABLE OUT-OF-BOX? (Y/N)**	**REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)**	**WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)**
8.1	Solution uses either the OpenID or SAML 2.0 protocols for single sign-on with PowerSchool.				

8.2	Solution allows PowerSchool to be the identity provider.				
8.3	The solution shall be the Relying Party (for OpenID) or the Service Provider (for SAML 2.0)				
8.4	Solution offers LDAP authentication.				
8.5	Solution offers Active Director Federation Service (ADFS) authentication.				
8.6	Solution has integration capability with SAP functions such as Professional Development tracking.				
8.7	Solution allows 3rd party applications to be integrated or used via the LMS interface.				
9.0 TECHNOLOGY REQUIREMENTS		**SOLUTION MEETS DISTRICT'S NEED? (Please describe)**	**AVAILABLE OUT-OF-BOX? (Y/N)**	**REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)**	**WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)**
9.1	Solution utilizes web browser/intranet architecture compatible with current SPS standards (Internet Explorer version 8, Firefox 19, Safari).				
9.2	Client OS requirements (windows 7, Mac 10.6.5, etc). Please identify the client requirements (RAM, hard drive space, etc)				
9.3	Solution does not place undisclosed cookies on District desktops.				
9.4	Solution offers method of client/end user deployment (Web based client, MSI, Mac package installer).				
9.5	Solution provides a separate testing and training environment.				
10.0 DATA SECURITY		**SOLUTION MEETS DISTRICT'S NEED? (Please describe)**	**AVAILABLE OUT-OF-BOX? (Y/N)**	**REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)**	**WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)**
10.1	Data Ownership (data belongs to District, not vendor)				
10.2	Data separation (from their other clients) on dedicated server				

		SOLUTION MEETS DISTRICT'S NEED? (Please describe)	AVAILABLE OUT-OF-BOX? (Y/N)	REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)	WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)
	with dedicated DB.				
10.3	Solution has appropriate firewalls in place to protect against external attacks				
10.4	Vendor offers off-site data backup and disaster recovery plan – restores both at the DB level or the object level.				
10.5	Solution has an intrusion detection system.				
10.6	Solution has an approved secure method of data file transfer (by District) such as SFTP, SCP.				
10.7	Solution supports customizable and granular user security.				
11.0 COMPLIANCE		**SOLUTION MEETS DISTRICT'S NEED? (Please describe)**	**AVAILABLE OUT-OF-BOX? (Y/N)**	**REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)**	**WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)**
11.1	Solution complies with American Disabilities Act (Section 508) and allows for multiple font sizing preferences.				
11.2	Solution is compliant with ADA act, WCAG 2.0 AA.				
11.3	Solution allows administrator to require users to add accessibility information (ALT-Tags) when uploading images.				
11.4	Solution renders web pages and navigation in ADA Compliant systems and has been thoroughly tested with screen readers such as JAWS and with accessibility tools.				
11.5	Solution complies with Children's Online Privacy Protection Act.				
11.6	Solution complies with Federal or local school laws policies or programs.				

Evaluator Name:

Solution Name:

Functional Team: Eric Caldwell, Tracy Wallschlaeger, Michelle Mansfield, Laura VanDerPloeg, Amanda Roenicke, Harvey Wright, Robert Bernstein, Kelly Locklin

Technical Team: Jim Young, April Mardock, Eric Maddox, Nancy Petersen, William Drake

Max points should be awarded if the solution meets the requirements completely. Scores can also be given in .5 increments (i.e. 0, .5, 1, 1.5, 2).

The scored by column indicates which team's score, Functional Team (F) or Technical Team (T), for each requirement will be counted for the final score count.

	Requirements	Scored by:	Max. Points	Your Score	Comments
1.0 ACTIVE LEARNING AND COLLABORATION					
1.1	Intuitive discussion board design allows all users of all abilities to navigate easily among posts, threads, and forums, and to search content.	F	2		
1.2	Solution provides peer review tools with flexible group assignments (random; instructor-assigned; student self-enroll) options.	F	2		
1.3	Solution allows users to submit assignments online	F	2		
1.4	Solution allows teachers and students to provide audio, video, or written feedback on assignments	F	2		
1.5	Calendar links to assignments and activity due dates	F	2		
1.6	Users have the ability to subscribe to the calendar and integrate it with their personal calendars	F	2		
1.7	Solution has audio/video recording ability.	F	2		
1.8	Solution allows instructors to create and manage collaboration groups for students.	F	2		
1.9	Solution offers resource sharing allowing all users assigned to that course to contribute.	F	2		
1.1	Solution allows students/parents to opt in to alerts for course updates	F	2		
1.11	Solution has a single interface serving users role-based content.	F	1		
1.12	Solution offers video conferencing features.	F	1		
1.13	Solution supports varied file formats (i.e office documents, pdf, txt, wmv, mp4, mp3, html5, etc.	F	2		
1.14	Solution allows users to do batch file uploads.	F	2		
1.15	Solution allows instructors to push announcements to members of their class.	F	2		
1.16	Solution provides an internal messaging platform for students and instructors to communicate with each other.	F	1		
1.17	Solution offers the ability to provide online courses for staff, students, parents, and community members.	F	2		
1.18	Solution offers the ability to create online forms.	F	2		
1.19	Solution offers the ability for users to take notes or contribute to discussions while watching a video.	F	1		

1.20	Solution has a method for confirming course completion.	F	1		
	1.0 ACTIVE LEARNING AND COLLABORATION TOTAL		35	0	
2.0 SOLUTION INTERFACE					
2.1	Solution offers web-based features accessible from any internet connection.	F	2		
2.2	Solution interface is easy to use and offers breadcrumb-like navigation.	F	2		
2.3	Solution interface offers drag and drop functionality.	F	1		
	2.0 SOLUTION INTERFACE TOTAL		5	0	
3.0 GRADEBOOK AND ASSESSMENT					
3.1	Solution allows instructors to create and design online assessments.	F	2		
3.2	For in-built online assignments, system allows instructors to monitor progress in real time.	F	1		
3.3	Solution allows users to use a mobile or tablet for students to take online assessments.	F	2		
3.4	Solution offers a single gradebook interface for instructors	F	1		
3.5	Solution has a gradebook that supports standards-based grading.	F	1		
	3.0 GRADEBOOK AND ASSESSMENT TOTAL		7	0	
4.0 MANAGE LEARNING CONTENT					
4.1	Solution provides intuitive, robust tools to incorporate multimedia in all elements of LMS, including assessments.	F	2		
4.2	Solution has customizable course layout and design options.	F	1		
4.3	Solution allows drag and drop content creation and management.	F	1		
4.4	Solution allows users to search courses and share content across different classes and instructors.	F	1		
4.5	Solution offers students the ability to maintain their personal work portfolio.	F	1		
4.6	Solution allows translations for its interface for at least the following languages: Spanish, Vietnamese, Somali, Russian, Americ, Tagalog	F	1		
4.7	Solution allows unlimited storage.	F	1		
	4.0 MANAGE LEARNING CONTENT TOTAL		8	0	
5.0 REPORTING AND DATA ACCESS					
5.1	Solution offers teachers the ability to see the workload of all their students.	F	1		
5.2	Solution allows end-users access to analytical tools (i.e. # of assignments missing; user login statistics)	F	2		

5.3	Solution allows SPS to query and modify their data using at least one of the following methods:
	    - Through a web service API.
	    - Through SQL queries to the database.
		T	2		

5.4	Solution allows SPS to export their data using at least one of the following methods: - CSV (or other text-delimited) data file download.	T	2		

	- Export via a web service API.				
5.5	Solution provides the ability for the district or vendor to create custom reports for SPS.	T	1		
	5.0 REPORTING AND DATA ACCESS TOTAL		8	0	
6.0 MOBILE APPLICATION					
6.1	Solution has a mobile-friendly interface.	F	2		
6.2	Solution has a mobile application for all major mobile platforms (i.e. iOS, Android).	T	1		
6.3	The mobile application supports all major functions in the LMS.	F	1		
	6.0 MOBILE APPLICATION TOTAL		4	0	
7.0 INTEGRATION WITH POWERSCHOOL					
7.1	Solution allows for frequent automated and scheduled population of classes and users from PowerSchool.	T	2		
7.2	Solution can add, delete, and update classes and users through at least one of the following methods: - Solution provisions directly from PowerSchool (such as queries to the PowerSchool database or calls to the PowerSchool API) – preferred. - Scheduled import of CSV (or other text-delimited) data files.	T	2		
7.3	Solution integrates assignments and grades with PowerSchool so students and parents can reliably and accurately reference their grades in one place.	T	1		
	7.0 INTEGRATION WITH POWERSCHOOL TOTAL		5	0	
8.0 SINGLE SIGN-ON AUTHENTICATION					
8.1	Solution uses either the OpenID or SAML 2.0 protocols for single sign-on with PowerSchool.	T	2		
8.2	Solution allows PowerSchool to be the identity provider.	T	2		
8.3	The solution shall be the Relying Party (for OpenID) or the Service Provider (for SAML 2.0)	T	2		
8.4	Solution offers LDAP authentication.	T	2		
8.5	Solution offers Active Director Federation Service (ADFS) authentication.	T	2		
8.6	Solution has integration capability with SAP functions such as Professional Development tracking.	T	1		
8.7	Solution allows 3rd party applications to be integrated or used via the LMS interface.	T	2		
	8.0 SINGLE SIGN-ON AUTHENTICATION TOTAL		13	0	
9.0 TECHNOLOGY REQUIREMENTS					
9.1	Solution utilizes web browser/intranet architecture compatible with current SPS standards (Internet Explorer version 8, Firefox 19, Safari).	T	2		
9.2	Client OS requirements (windows 7, Mac 10.6.5, etc). Please identify the client requirements (RAM, hard drive space, etc)	T	2		
9.3	Solution does not place undisclosed cookies on District desktops.	T	2		

9.4	Solution offers method of client/end user deployment (Web based client, MSI, Mac package installer).	T	2		
9.5	Solution provides a separate testing and training environment.	T	2		
	9.0 TECHNOLOGY REQUIREMENTS TOTAL		10	0	
10.0 DATA SECURITY					
10.1	Data Ownership (data belongs to District, not vendor)	T	2		
10.2	Data separation (from their other clients) on dedicated server with dedicated DB.	T	2		
10.3	Solution has appropriate firewalls in place to protect against external attacks	b	2		
10.4	Vendor offers off-site data backup and disaster recovery plan – restores both at the DB level or the object level.	T	2		
10.5	Solution has an intrusion detection system.	T	2		
10.6	Solution has an approved secure method of data file transfer (by District) such as SFTP, SCP.	T	2		
10.7	Solution supports customizable and granular user security.	T	2		
	10.0 DATA SECURITY TOTAL		14	0	
11.0 COMPLIANCE					
11.1	Solution complies with American Disabilities Act (Section 508) and allows for multiple font sizing preferences.	T	2		
11.2	Solution is compliant with ADA act, WCAG 2.0 AA.	T	2		
11.3	Solution allows administrator to require users to add accessibility information (ALT-Tags) when uploading images.	T	1		
11.4	Solution renders web pages and navigation in ADA Compliant systems.	T	2		
11.5	Solution complies with Children's Online Privacy Protection Act.	T	2		
11.6	Solution complies with Federal or local school laws policies or programs.	T	2		
	11.0 COMPLIANCE TOTAL		11	0	
	FUNCTIONAL & TECHNICAL REQUIREMENTS TOTAL		120	0	
	Vendor's roadmap for its solution over the next 2-3 years	F&T	10		
	Vendor's cost approach, experience and capabilities to phasing in the LMS from initial adoption to full adoption	F&T	10		
	References with similar or larger organizations, preferably in an education environment	F&T	10		
	A proven track record in providing enterprise architecture solutions within project guidelines, resulting in high value to the customer in relation to the cost.	F&T	10		
			40	0	

MAKES TEACHING
AND LEARNING EASIER

canvas

Response to:

Learning Management RFQ02561

Seattle Public Schools

Submitted by:

Instructure, Inc.

09 March 2015

09 March 2015

Seattle Public Schools
2445 Third Avenue South
Seattle, WA 98134

Diane Navarro
Contracting Services
206.252.0562
contractingservices@seattleschools.org

Dear Ms. Navarro,

Canvas is designed to help Seattle Public Schools transform education by providing a single, integrated learning management system (LMS) that bundles assessments, grading, standards tracking, messaging, learning analytics, and more—while keeping everything simple, easy, and in one place.

Over 550 K-12 districts 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. Many of those K-12 districts are your neighbors - Renton Public Schools, Highline Public Schools, Edmonds Public Schools, Bethel Public Schools, Vancouver Public Schools and Ferndale Public Schools. These same districts are also a part of a Canvas WA K-12 User group dedicated to sharing content, adoption strategies and networking.

Canvas is the LMS used by all 34 technical and community colleges in the state of Washington in addition to the University of Washington and Seattle University.

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

Sincerely,

Scott Hinojosa
Enterprise Regional Director, K-12   scotth@instructure.com   P: 801.869.5061   C: 801.634.8202

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1   Proposal Certification Form

Please see the Proposal Certification Form following this cover sheet.

REQUEST FOR QUALIFICATION NO. RFQ02561

PROPOSAL CERTIFICATION FORM

TO: Diane Navarro, Contracting Services Manager

The undersigned provider hereby certifies as follows:

1. That he/she has read the Seattle School District's Request for Qualification No. RFQ02561 and the following Addenda and to the best of his/her knowledge has complied with the mandatory requirements stated herein:

Addenda Number	Issue Date

2. That he/she has had the opportunity to ask questions regarding the Request for Proposal, and that if such questions have been asked they have been answered by the District.

3. That the proposer's response is valid for 90 days.

Dated at __2:00PM__ , this ___6th___ of __March__ 2015.

_____ (Signature)

Jonathan Cook_____ (Print Name)

Instructure, Inc._____ (Company Name)

6330 South 3000 East, Suite 700_____ (Address)

Salt Lake City_____ (City)

Utah_____ (State)

84121_____ (Zip)

Controller_____ (Title)

jonathan@instructure.com_____ (Email Address)

1.800.203.6755_____ (Telephone Number)

1.888.213.3894_____ (Fax Number)

263505687_____ (UBI Number)

2   Executive Summary

Provide a summary highlighting the firm's qualifications and special expertise to provide the services requested in the Request for Qualification.

Since 2008, Instructure has grown to now host Canvas accounts for over 1,200 client institutions with over 550 K-12 schools and school districts representing an overall user base of approximately 17 million users.

Canvas is a cloud-based education technology platform with advanced Learning Management System (LMS) functionality. Instructure hosts Canvas as a subscription service on the state-of-the-technology cloud infrastructure of Amazon Web Services (AWS). Instructure's comprehensive implementation and hosting services include full system monitoring, automated provisioning, "Hands-Free" update/upgrade services, Basic Support Package, online Standard Training Package, beta environment, and a test/training instance. The Canvas architecture, AWS infrastructure, and Instructure's hosting and support services make Canvas the most reliable, available, extensible, and scalable cloud-based LMS in the industry.

Canvas also includes ALL of the LMS features and functionality identified in Table 1.

Table 1. Features and Functions of Canvas

Feature	Description
Accessibility	Adheres to US Section 508 accessibility standards, and is committed to the Web Accessibility Initiative's (WAI) guidelines for content (WCAG) and rich internet applications (ARIA) as documented in our Voluntary Product Accessibility Template (VPAT)
Analytics	Monitors student engagement, predicts success, and tracks students' learning outcomes and progress by pedagogical goals and desired outcomes
Announcements	Delivered automatically to the course activity stream of all users and other communications channels based on users' individual notification preferences
Assignments	Assignment submissions can include web pages, Word docs, video, audio, slide shows, links, and more
Browser-enabled	Compatible with the latest two versions of Apple Safari, Google Chrome, Microsoft Internet Explorer, and Mozilla Firefox
Calendar	Drag-and-drop functionality to schedule and reschedule calendar events, plus automatic event notifications and support for calendar feed subscription.
Chat	Synchronous text chat within a learning community

Feature	Description
Collaborations	Enable users to collaborate on projects using shared Canvas work spaces leveraging real-world tools such as Google Drive
Commons	An integrated, fully functional and searchable LOR. Commons makes it easy for users to share, search, use, and reuse courses and learning objects within and across organizational units as well as among institutions.
Conferences	Integrated, synchronous webinars / video conferencing, whiteboard, and live chat
Discussions	Provides asynchronous, threaded, media-rich, gradable discussion forums for courses and groups
ePortfolios	Students can create public or private ePortfolios to display and reflect on notable coursework
FERPA and COPPA compliant	Complies with U.S. federal law regarding Family Educational Rights Privacy Act (FERPA) and Children's Online Privacy Protection Act (COPPA) and gives schools the tools they need to maintain compliance
Files repository	Hierarchical file folder creation and organization, zip file import and export, file locking, drag-and-drop file reorganization, file renaming, file deletion, and other standard file management functionality
Gradebook	Automatically generated and updated based on course assignments and assessments, linked to gradebook scoring and the integrated with smart feedback and notification features
Grades	Assignments, Discussions, and Quizzes can be scored by points, rubrics, percentages, letter grades, and complete/incomplete. Scoring can also reflect outcome performance and competencies.
Integrations	Standards-based, pluggable platform for easy integration with a wide variety of external technologies, systems, tools, and services
Learning Mastery Gradebook	Helps teachers and administrators tracks standards and assess the outcomes that are being used in Canvas courses
Learning outcomes	Learning outcomes can be aligned to rubrics for district-wide initiatives such as academic standards and accreditation
MagicMarker for iPad	Enables teachers to mark student progress toward learning outcomes quickly, easily, and in real-time in fast-moving classrooms

Feature	Description
Mobile access	Highly-rated, native mobile Canvas by Instructure apps (for iOS and Android) provide a complete student experience. Available for free download at Google Play and Apple iTunes.
Modules	Can be thematic, focused on a specific topic, content type, or arranged chronologically to provide a course sequence with support for selective release
Observer	User role for class advisors and students mentors
Pages	Create flexible, customizable course pages with wiki functionality using the Rich Content Editor
Parent Co-Enrollment	Enables parents to keep informed of class activities, school communications, and their child's classwork and learning progress
People	Includes the class list and contact information for students and teachers
Polls for Canvas	Student response app (for iOS and Android) for real-time and on-the-fly classroom polling
Professional Learning	Create opportunities for teachers to learn online and support institution-wide resource sharing
Quizzes	Rich-content, multi-featured, and robust assessment and quizzing system for online exams; supports proctoring, question banks, and extensive question types. Canvas supports IMS QTI and Respondus integrations.
Reports	Cover a wide variety of data needs, including learning outcomes that cover multiple classes or the entire district.
Rich Content Editor	WYSIWYG and HTML editor modes used to create discussion topics, comments, and replies; supports video and audio, images, tables, math formulas, and web links
Rubrics	Created from sets of teacher-defined criteria to provide a structured, consistent, and prescriptive framework for assessment
Settings	Teachers can select course start and end dates, preferred language, grading scheme, copyright attribution, public or private visibility, as well as cross-list sections, add users, reorder course navigation, and configure external tools
SpeedGrader™	Enables teachers to step through a set of assignments and, in conjunction with the associated rubric, quickly and consistently grade each submission in just a few clicks. SpeedGrader for iPad also available for free download from iTunes.

Feature	Description
State standards	Enables schools to align course objectives to Common Core/State Standards to meet reporting requirements
Syllabus	Course calendar changes automatically update the course syllabus generated automatically by defined coursework
User profile	Profile options include full name, display name, language preference, bio, photo, website links, registered web services, contact methods, time zone, and other options.

Instructure has Canvas has an extensive history of working with K-12 institutions, such as Clark County School District, the fifth largest in the country These functions and our history working with many institutions, as well as our 98% retention rate, gives Instructure excellent qualifications and expertise to provide the services requested by Seattle Public Schools.

3   Company Profile

Identification of firm including address, telephone number, email address and date firm(s) were established.

Canvas by Instructure is developed and supported at 6330 South 3000 East, Suite 700, Salt Lake City, Utah, 84121, Instructure Inc. was founded in 2008. We can be reached at 1.800.203.6755 or info@instructure.com.

Areas of specialization of the firm.

Instructure specializes in creating and maintaining the cutting-edge Learning Management System (LMS) Canvas. Canvas is a cloud-based education technology platform with advanced functionality. Instructure hosts Canvas as the only true cloud-native LMS on the state-of-the-technology cloud infrastructure of Amazon Web Services (AWS), making Canvas the most reliable, available, extensible, and scalable cloud-based LMS in the industry. Canvas puts all the digital tools and resources teachers use into one simple place. It seamlessly integrates with hundreds of apps, empowering teachers and students with countless tools to make teaching and learning easier.

Provide total size and breakdown of firm personnel by category. Please provide an organization chart.

Instructure currently has over 500 employees and is adding more regularly. The breakdown of employees is as follows:

Account Management	32	Engineering	102	Marketing	60
Business Development	1	Executives	9	Marketing Research	3
Services	31	Finance	27	Operations (DevOps)	8
Community	8	Human Resources	13	Product	32
Customer Support	54	IT (Internal)	5		
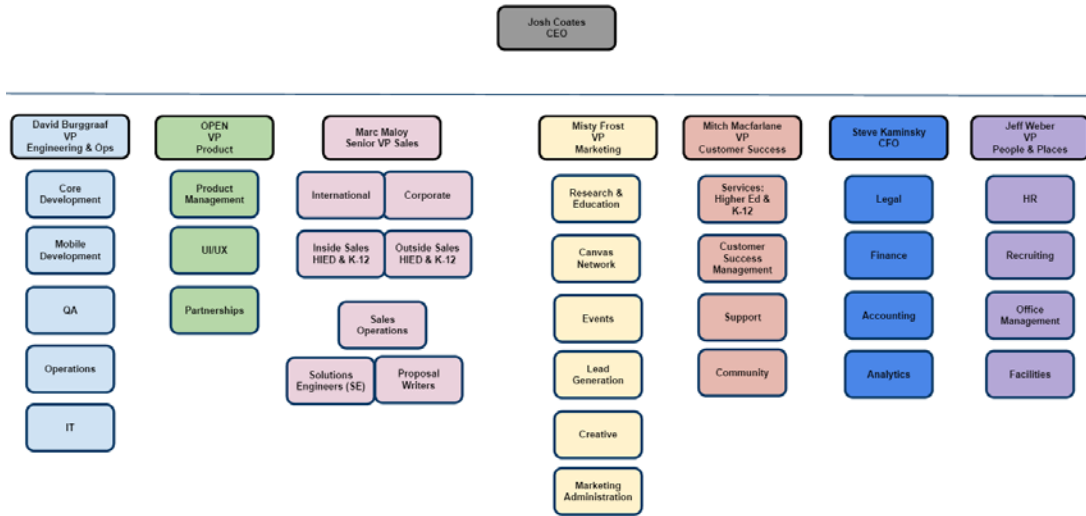
Figure 1. Organization Chart

4   Experience

Describe relevant experience. Provide examples of the firm's work, expressed both in number of projects and in contract dollars.

Instructure currently hosts Canvas accounts for over 1,200 client institutions with 550 K-12 schools and school districts representing an overall user base of approximately 17 million users. Large K12 district clients with multiple sites include the District School Board of Pasco County (FL), Huntington Beach Union High School District (CA), Tempe Union High School District (AZ), Naperville Community Unit School District 203 (IL), Springfield Public Schools (MO), Cedar Rapids Community School District (IA), Huntington County Community School Corporation (IN), Knox County Schools (TN), and Canyons School District (UT).

Because of the sensitive nature of our customers' finances, Instructure requires a signed Non-Disclosure Agreement (NDA) before giving out any dollar amounts. Please refer to Appendix B for our NDA.

For references, provide the client name, address, email address, and client's project representative and telephone number for the firm's three most recent projects that most closely relate to the services being proposed.

Table 2. Reference 1: Lower Dauphin School District

Lower Dauphin School District	
Client Name	Lower Dauphin School District
Address:	291 E Main Street Hummelstown, PA 17036
Email Address	kwhite@ldsd.org
Project Representative	Kevin White
Telephone Number	717.566.5300

Table 3. Reference 2: Sweetwater Union High School District

Sweetwater Union High School District	
Client Name	Sweetwater Union High School District
Address:	1130 5th Avenue Chula Vista, CA 91911
Email Address	david.damico@sweetwaterschools.org

Sweetwater Union High School District	
Project Representative	David Damico
Telephone Number	619.796.7308

Table 4. Reference 3: Granite School District

Granite School District	
Client Name	Granite School District
Address:	2500 South State Street Salt Lake City, UT 84115
Email Address	cpowell@graniteschools.org
Project Representative	Celia Powell
Telephone Number	385.646.4100

5   Capabilities, Capacity and Availability

Briefly discuss each of the individual key team members' relevant professional experience and capabilities as it relates to this project. Briefly discuss the availability of all key personnel for the scheduled time frame of the proposed project, and identify their proposed location during provision of the requested services. Additionally, discuss the capacity of the proposed team, as a whole, to accomplish the work.

Scott Hinojosa

Scott Hinojosa loves working in the education market because it allows him to make a real contribution to learners all over the world. Before Instructure, he focused on implementing the Adobe Academies and Autodesk Design Academies throughout North Carolina's K-12 sector for Certiport. Now, Scott's attention has been turned to the huge void in the LMS market. He will tell you that Canvas fills that gap—a viable product that has all the features you need, while still being the most user-friendly LMS out there. Scott's background is in computer programming, Web/graphic design, and IT. He's a self-professed nerd, holding every Microsoft and Adobe certification available. For all we know, he holds some certifications that aren't available.

Buck Harrison, Manager of Implementation

Buck will be responsible for the execution and monitoring of the implementation plan and schedule. Buck will be the primary point of contact for questions about implementation including technical, on-boarding and integration issues. Buck has over 10 years' experience in technical support and implementations. He is classically trained in learning theory and pedagogy emphasizing in design-based research, blended learning, micro-credentials, open education resources and online education. Buck has a BS in Business Information Systems from DeVry University and an MS in Instructional Psychology and Technology from Brigham Young University. He leads a team of implementation consultants that share this same commitment to excellence in implementing Canvas to each and every institution.

Scott Dennis, Community Manager

Training is managed by Scott Dennis. Scott has over 13 years' experience in the management, development, and delivery of professional training in academia. Prior to joining Instructure, Scott was the eLearning Professional Development Manager for the Washington State Board for Community and Technical Colleges where he coordinated the professional development for faculty and eLearning staff at 34 community and technical colleges in Washington State with specific focus on system core technologies including learning management systems (ANGEL and Canvas), lecture capture (Tegrity), and web conferencing (Collaborate). Scott earned his Bachelor of Science degree Business, Management Information Systems, and his master's in public affairs from Washington State University.

Ike Nelson, Director of Customer Success

Ike will assign and oversee the Customer Success Manager (CSM) who will be the key contact for member contract over the term of the account. Ike will ensure timely and responsive access to Instructure's support services and other resources. Ike has over nine years of customer service experience in the software industry. Ike received his bachelor's degree in economics from the University of Utah. Prior to joining Instructure, Ike worked at LANDesk as a Renewal Sales Associate, Channel Program Manager, and Inside Sales Specialist. Ike also worked at Symantec/Altiris as a Sales Operations Specialist.

Seth Johnson, Director of Support

Seth will oversee the on-going technical support. Seth has extensive experience in supervising and managing customer care contact centers. Prior to joining Instructure, Seth worked as the Director of Customer Care & Risk Management at eHarmony, was a Partner at thereNow, and was the Director of Development at Spectrum Research, Evaluation, & Development (SpectrumRED). Seth earned his master of science degree in instructional technology at Utah State University.

As a whole, the team is very experienced and capable to complete any and all needs in the required amount of time for Seattle Public School's needs. These individuals will be located in Salt Lake City unless special needs dictate changes.

Briefly describe your team's general understanding of the project. Include any special issues that affect the project, as they relate to reliability and delivery.

Having done this many times before, the team understands the needs of Seattle Public Schools and foresees no special issues that would alter the proposed reliability and deliver of Canvas.

Provide your answers in relation to the requirements outlined in Section III A.

Please refer to the attached System Requirements Matrix.

Please provide documentation to support Section III.A, 11.0 Compliance requirements of the solution.

Please refer to Appendix C: Ferpa Coppa Compliance Agreement.

6   Technical Requirements

Please include a completed Attachment 1, System Requirements Matrix.

Please refer to the attached System Requirements Matrix.

SYSTEM REQUIREMENTS MATRIX

SOLUTION NAME: _____Canvas_____

Please complete all sections below to provide in your proposal response.

1.0 ACTIVE LEARNING AND COLLABORATION		SOLUTION MEETS DISTRICT'S NEED? (Please describe)	AVAILABLE OUT-OF-BOX? (Y/N)	REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)	WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)
1.1	Intuitive discussion board design allows all users of all abilities to navigate easily among posts, threads, and forums, and to search content.	Canvas Discussions provides asynchronous and near synchronous threaded public discussions. Canvas Discussions are designed for easy navigation. Color coding identifies replies that have been read and replies that are unread. A gear icon is provided that presents options to the user to either "Go to Parent" to see the original post, or to edit or delete the current post, or reply. Clicking on the responder's name will collapse the response to make the discussion easier to view and manage.	Y		
1.2	Solution provides peer review tools with flexible group assignments (random; instructor-assigned; student self-enroll) options.	Canvas Group creation allows students to form ad-hoc communities for collaboration, clubs, teams, or interest groups. Groups can be formed through teacher assignment, random assignment based on specified group size, or student self-signup. To organize and identify related groups, Group Categories can also be defined.	Y		
1.3	Solution allows users to submit assignments online	Canvas is a web-based software and the Assignments tool allows students to submit different file types including audio, video, web links, or text.	Y		
1.4	Solution allows teachers and students to provide audio, video, or written feedback on assignments	Teachers can provide audio, video, or written feedback to students. Students are also able to reply in kind.	Y		

1.5	Calendar links to assignments and activity due dates	All calendar items are hot links directly to the assignment or activity displayed, and each entry can be set with a due date.	Y		
1.6	Users have the ability to subscribe to the calendar and integrate it with their personal calendars	Canvas calendars can be integrated with any calendar application that consumes live iCalendar feed subscriptions including Apple iCal, Microsoft Outlook, Microsoft Live, Microsoft Hotmail Live, Google Calendar, Yahoo Calendar, and many others.	Y		
1.7	Solution has audio/video recording ability.	Utilizing Canvas's Rich Content Editor, audio and video is easily recorded and uploaded into Canvas.	Y		
1.8	Solution allows instructors to create and manage collaboration groups for students.	In Canvas Collaborations, groups can share content areas using web-based tools such as wikis and blogs that users are already familiar with. Users can use resources like Google Docs or EtherPad to work collaboratively on tasks like group papers or note-taking. Collaborations provide a convenient, common work space to keep track of those collaborative activities, all without the need to exchange personal email addresses.	Y		
1.9	Solution offers resource sharing allowing all users assigned to that course to contribute.	Canvas allows sharing of resources by allowing any users access to posted information. Users can also us Canvas Collaborations to share content with one another.	Y		
1.10	Solution allows students/parents to opt in to alerts for course updates	Canvas messaging, announcements, alerts, and notifications are sent to users' Recent Activity Streams and Inboxes in their Canvas dashboards (which are fully accessible with the mobile apps) as well as to any communication channels specified in individual user's notification preferences, including notifying parents.	Y		
1.11	Solution has a single interface serving users role-based content.	Canvas has a single interface but provides six predefined Canvas user roles with default permissions, including Admins (Canvas	Y		

		Administrators), Teachers, Teaching Assistants, Course Designers, Students, and Observers. Schools can modify the permissions of the predefined user roles, use which roles are desired, and create as many new user roles as desired.			
1.12	Solution offers video conferencing features.	Canvas Conferences provide webcasting and a collaborative presentation space including audio/video participation, an interactive whiteboard, and synchronous chat. The ability to initiate and invite one or more participants to a Conference is based on the user role permission "Create web conferences." Canvas Conferences support one-to-one and many-to-many participants for all user types. Conferences with outside participants are supported in public courses. Canvas also supports integrations with third-party lecture capture and conferencing tools including Blackboard Collaborate, Panopto, Echo360, Tegrity, Wimba, MeetingOne, and Adobe Connect.	Y		
1.13	Solution supports varied file formats (i.e office documents, pdf, txt, wmv, mp4, mp3, html5, etc.	Virtually any type of file can be uploaded/imported into the Canvas Files repository. In general, if a file can be rendered in a browser, it can be used as content in Canvas. 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).	Y		

		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's Media Manager 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.			
1.14	Solution allows users to do batch file uploads.	Canvas can be integrated with nearly any student information systems (SIS) via a variety of methods, including batch, manual import, automated, and even near-real-time to produce Canvas users, courses, enrollments, groups, and more.	Y		
1.15	Solution allows instructors to push announcements to members of their class.	Canvas Announcements enable instructors to post announcements about course activities, upcoming events, reminders, and other timely information. The Announcements tool provide announcements within a course, within a section, and globally across the institution. Users receive announcements in their Canvas Recent Activity streams, in the Announcements page, and via any communication channels—such as external email, Twitter, LinkedIn, and SMS text—as specified in their individual notification preferences.	Y		
1.16	Solution provides an internal messaging platform for students and instructors to communicate with each other.	Canvas Conversations and Inbox provide course and system messaging service. As with all messaging in Canvas, Conversation messages are routed to the Activity Streams of participants' dashboards as well	Y		

			AVAILABLE OUT-OF-BOX? (Y/N)	REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)	WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)
		as to the communication channels as specified in individual users' notification preferences—as messages to their external email, Twitter, and/or LinkedIn accounts or as SMS texts to their cell phones.			
1.17	Solution offers the ability to provide online courses for staff, students, parents, and community members.	Canvas allows schools to create online courses for staff, students, and parents as desired.	Y		
1.18	Solution offers the ability to create online forms.	Canvas does not create online forms.	N		
1.19	Solution offers the ability for users to take notes or contribute to discussions while watching a video.	Canvas allows students to take notes while watching videos.	Y		
1.20	Solution has a method for confirming course completion.	Canvas allows teachers to set prerequisites and/or course completion to move forward, so students can only move forward if courses are complete. Students are able to see what courses are available and which are complete.	Y		
2.0 SOLUTION INTERFACE		**SOLUTION MEETS DISTRICT'S NEED?** (Please describe)	**AVAILABLE OUT-OF-BOX?** (Y/N)	**REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)**	**WILL BE INCLUDED IN FUTURE UPGRADE?** (RELEASE DATE)
2.1	Solution offers web-based features accessible from any internet connection.	Canvas is a web-based software which is accessible from any internet connection that supports current web browsers.	Y		
2.2	Solution interface is easy to use and offers breadcrumb-like navigation.	Canvas is definitely easy to use, as shown by our high adoption rate, and breadcrumb-like navigation is used all over Canvas.	Y		
2.3	Solution interface offers drag and drop functionality.	Whether it is attendance, seating charts, calendar, or file uploading and organization, drag and drop functionality helps Canvas be very user friendly.	Y		

	3.0 GRADEBOOK AND ASSESSMENT	SOLUTION MEETS DISTRICT'S NEED? (Please describe)	AVAILABLE OUT-OF-BOX? (Y/N)	REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)	WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)
3.1	Solution allows instructors to create and design online assessments.	The Assignments, Discussions, Import, and IMS LTI tools can all be used to create assignments. Teachers can use the Rich Content Editor to add content to assignments, including formatted text, URL links, links to other Canvas content, HTML, video, audio, images, mathematical equations, chemical formulas, and other rich content into assignments. Also, like other types of Canvas course content, quizzes can be used as a template to quickly create additional quizzes. Practice assignments and quizzes that have proven effective for students, for example, can be copied and used to create additional practice assignments and quizzes by changing the content or links to resources in the Files repository or external content repositories.	Y		
3.2	For in-built online assignments, system allows instructors to monitor progress in real time.	When students submit assignments it shows up in Canvas Gradebook to be graded, and each teacher and student is able to view current submissions and grades at any time.	Y		
3.3	Solution allows users to use a mobile or tablet for students to take online assessments.	Canvas mobile apps provide a full, interactive user experience. Canvas by Instructure (for iOS and Android) and SpeedGrader™ for the iPad provide exceptionally rich user experiences on smart phones and tablets. Students are able to submit assignments, take quizzes, participate in discussions, and other learning activities.	Y		
3.4	Solution offers a single gradebook interface for instructors	Canvas Gradebook is automatically generated and updated based on course assignments, assignment	Y		

			AVAILABLE OUT-OF-BOX? (Y/N)	REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)	WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)
		groups, and assessments which are directly linked to the Gradebook and its integrated feedback features. In the Gradebook, you can view the roster by all or selected sections and by concluded enrollments. The Gradebook can be sorted by individual grade book item columns. In the SpeedGrader, assignments can be sorted by student name, submission status, or submission date/time.			
3.5	Solution has a gradebook that supports standards-based grading.	The Learning Mastery Gradebook helps faculty and administrators assess the outcomes that are being used in Canvas courses. As a major upgrade to the course Gradebook, the Learning Mastery Gradebook provides an overview of student learning based on standards rather than grades. Teachers can also use the gradebook for feedback about curriculum and teaching methods.	Y		

4.0 MANAGE LEARNING CONTENT	**SOLUTION MEETS DISTRICT'S NEED?** (Please describe)	**AVAILABLE OUT-OF-BOX?** (Y/N)	**REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)**	**WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)**
4.1 Solution provides intuitive, robust tools to incorporate multimedia in all elements of LMS, including assessments.	The Canvas content creation tools—Pages, Assignments, Quizzes, Announcements, 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. Rich Content Editor provides the embedding of and linking 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	Y		

		creation of course content and coursework. The Editor also supports integration with external content repositories and resources such as EQUELLA, YouTube, Flickr, and IMS LTI-compliant tools and services. Anything that can be viewed in a web browser can be inserted into the Rich Content Editor content area.			
4.2	Solution has customizable course layout and design options.	Teachers can design courses and layout as they see fit. Course creation in Canvas is a simple, straightforward, and fully customizable process using the course creation wizard. Content for the course can be built from scratch using the Rich Content Editor to assemble content from the Files repository as well as from an integrated EQUELLA, McGraw Hill Campus, and other repositories; from the web via embedded URL links; and from content resources such as YouTube, Flickr, and other web resources.	Y		
4.3	Solution allows drag and drop content creation and management.	Canvas supports drag and drop file uploading for easy course creation and management.	Y		
4.4	Solution allows users to search courses and share content across different classes and instructors.	Canvas Commons allows teachers to share courses and their content within schools or with the entire Canvas network.	Y		
4.5	Solution offers students the ability to maintain their personal work portfolio.	The Canvas ePortfolio tool enables students and teachers online portfolios. As a showcase of a student's learning experiences that aggregate both new and past coursework, ePortfolios can be publicly shared and tied into course, program, and/or institutional assessments based on Learning Outcomes.	Y		
4.6	Solution allows translations for its interface for the following languages: Spanish,	Supported languages are English, Arabic, Chinese, Dutch, French, German, Japanese, Norwegian Bokmal, Polis, Poruguese (Spain and Brazil),		Y	

			AVAILABLE OUT-OF-BOX? (Y/N)	REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)	WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)
	Vietnamese, Somali, Russian, Americ, Tagalog.	Spanish, and Russian, however users can request new languages through Transifex, a crowd-sourced project. Crowd-sourced languages are translated and reviewed on a volunteer-basis.			
4.7	Solution allows unlimited storage.	Canvas storage is unlimited.	Y		
	5.0 REPORTING AND DATA ACCESS	**SOLUTION MEETS DISTRICT'S NEED?** **(Please describe)**	**AVAILABLE OUT-OF-BOX? (Y/N)**	**REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)**	**WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)**
5.1	Solution offers teachers the ability to see the workload of all their students.	Teachers are able to view the status of students assignments	Y		
5.2	Solution allows end-users access to analytical tools (i.e. # of assignments missing; user login statistics)	Canvas includes integrated learning analytics for the purpose of student engagement and to help at-risk students. Canvas learning analytics helps teachers pinpoint concepts students aren't grasping, which assignments they've missed and who needs extra help. Consider it a proactive early warning system that zeroes in on individual student problem areas for early intervention. Comparable statistics are available for students, classes, and schools—or across schools.	Y		
5.3	Solution allows SPS to query and modify their data using at least one of the following methods: - Through a web service API. - Through SQL queries to the database.	Canvas provides a fully documented, secure, open RESTful API for querying and exporting Canvas data as well as accessing Canvas functionality.	Y		
5.4	Solution allows SPS to export their data using at least one of the following methods: - CSV (or other text-delimited) data file download. - Export via a web service API.	Using the API, Canvas data is securely exposed for export in standard CSV or XML format. Exported data can then be imported into various query, reporting, and analysis tools. The documentation for the Canvas API is publicly available at: https://canvas.instructure.com/doc/api/index.html	Y		

		the Canvas API is publicly available at: https://canvas.instructure.com/doc/api/index.html			
5.5	Solution provides the ability for the district or vendor to create custom reports for SPS.	In addition to account-level standard reports available via the Canvas interface, the Canvas open API enables Schools to securely access and export Canvas data which can be consumed by external reporting systems for district- and institution-specific reporting requirements.	Y		

6.0 MOBILE APPLICATION		**SOLUTION MEETS DISTRICT'S NEED?** (Please describe)	**AVAILABLE OUT-OF-BOX?** (Y/N)	**REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)**	**WILL BE INCLUDED IN FUTURE UPGRADE?** (RELEASE DATE)
6.1	Solution has a mobile-friendly interface.	Canvas mobile apps provide a full, interactive user experience. Canvas by Instructure (for iOS and Android) and SpeedGrader™ for the iPad provide exceptionally rich user experiences on smart phones and tablets. Mobile devices that support the Canvas-compatible browsers—Safari, Chrome, Internet Explorer, and Firefox—are also supported.	Y		
6.2	Solution has a mobile application for all major mobile platforms (i.e. iOS, Android).	Canvas is available for iOS and Android devices through iTunes and Google Play.	Y		
6.3	The mobile application supports all major functions in the LMS.	Canvas mobile apps provide a full, interactive user experience, which provides: • Teachers 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	Y		

	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 teacher and student.	
	• Critical interactions are supported, including learner-to-content, learner-to-teacher, 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	

7.0 INTEGRATION WITH POWERSCHOOL		SOLUTION MEETS DISTRICT'S NEED? (Please describe)	AVAILABLE OUT-OF-BOX? (Y/N)	REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)	WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)
7.1	Solution allows for frequent automated and scheduled population of classes and users from PowerSchool.	Canvas integrates well with PowerSchool through Canvas API.	Y		
7.2	Solution can add, delete, and update classes and users through at least one of the following methods: - Solution provisions directly from PowerSchool (such as queries to the PowerSchool database or calls to the PowerSchool API) – preferred. - Scheduled import of CSV (or other text-delimited) data files.	Using an API, Canvas allows PowerShchool to create or update class enrollments.	Y		
7.3	Solution integrates assignments and grades with PowerSchool so students and parents can reliably and accurately reference their grades in one place.	Using an API, Canvas will integrate with PowerSchool to view grades and assignments.	Y		
8.0 SINGLE SIGN-ON AUTHENTICATION		SOLUTION MEETS DISTRICT'S NEED? (Please describe)	AVAILABLE OUT-OF-BOX? (Y/N)	REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)	WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)
8.1	Solution uses either the OpenID or SAML 2.0 protocols for single sign-on with PowerSchool.	Canvas uses both Open ID and SAML for single sign-on.	Y		
8.2	Solution allows PowerSchool to be the identity provider.		Y		
8.3	The solution shall be the Relying Party (for OpenID) or the Service Provider (for SAML 2.0)	Canvas can serve as the Service Provider for single sign-on.	Y		
8.4	Solution offers LDAP authentication.	LDAP authentication can be used within Canvas.	Y		

8.5	Solution offers Active Director Federation Service (ADFS) authentication.	Canvas can integrate with ADFS through a 3rd party integration.		Y	
8.6	Solution has integration capability with SAP functions such as Professional Development tracking.	Canvas has SAP integration as an API.	Y		
8.7	Solution allows 3rd party applications to be integrated or used via the LMS interface.	Canvas integrates with over185 3rd party systems. For a complete list see: www.eduappcenter.com	Y		
9.0 TECHNOLOGY REQUIREMENTS		**SOLUTION MEETS DISTRICT'S NEED?** (Please describe)	**AVAILABLE OUT-OF-BOX?** (Y/N)	**REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)**	**WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)**
9.1	Solution utilizes web browser/intranet architecture compatible with current SPS standards (Internet Explorer version 8, Firefox 19, Safari).	Canvas is compatible with the most recent two (2) versions of each web browser, including Internet Explorer, Firefox, Safari, and Chrome.	Y		
9.2	Client OS requirements (windows 7, Mac 10.6.5, etc). Please identify the client requirements (RAM, hard drive space, etc)	Canvas recommends Windows XP SP3 or Mac OSX 10.6 or newer for the OS, at least 1 GB of RAM, a 2 GHz or better processer, and however much hard drive space is required to run the current web browser or previous two (2) versions.	Y		
9.3	Solution does not place undisclosed cookies on District desktops.	No, Canvas will not place any undisclosed cookies on District desktops.	N		
9.4	Solution offers method of client/end user deployment (Web based client, MSI, Mac package installer).	Canvas is updated on a tri-weekly schedule, however it is possible for schools to limit the updates and deploy at their own schedule.	Y		
9.5	Solution provides a separate testing and training environment.	All Canvas updates are put into a beta test, which is publicly available, before making a full system-wide update.	Y		

10.0 DATA SECURITY	SOLUTION MEETS DISTRICT'S NEED? (Please describe)	AVAILABLE OUT-OF-BOX? (Y/N)	REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)	WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)
10.1 Data Ownership (data belongs to District, not vendor)	Per Instructure's Master Subscription Services Agreement, all information belongs to the customer.	Y		
10.2 Data separation (from their other clients) on dedicated server with dedicated DB.	Client data on the Amazon Web Services infrastructure is separated.	Y		
10.3 Solution has appropriate firewalls in place to protect against external attacks	Instructure uses commercially reasonable efforts to protect client data behind a secure firewall system. AWS also uses their own firewalls for Canvas data.	Y		
10.4 Vendor offers off-site data backup and disaster recovery plan – restores both at the DB level or the object level.	Instructure conducts daily data backups, and weekly full-system backups which is stored in a separate, fire-resistant facility. Instructure also has a full and comprehensive disaster recovery plan.	Y		
10.5 Solution has an intrusion detection system.	Canvas is designed to support schools own internal security policies and to provide rigorous protection from internal or external intrusions. Instructure, in coordination with AWS, takes a proactive approach to enforcing SAS 70 Type II controls.	Y		
10.6 Solution has an approved secure method of data file transfer (by District) such as SFTP, SCP.	Canvas utilizes HTTPS and since Canvas integrates with PowerSchool, data transfer is easily and secure. SFTP file transfer will be included in a future upgrade.	Y		Y
10.7 Solution supports customizable and granular user security.	Instructure and AWS manage Canvas security, ensuring the best protection possible, however schools have the ability to set user roles and restrict access to information if desired.	Y		

11.0 COMPLIANCE		SOLUTION MEETS DISTRICT'S NEED? (Please describe)	AVAILABLE OUT-OF-BOX? (Y/N)	REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)	WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)
11.1	Solution complies with American Disabilities Act (Section 508) and allows for multiple font sizing preferences.	Instructure continually strives to make Canvas a great experience for all users by ensuring the accessibility of Canvas. Canvas is fully compliant with US Section 504 & 508 standards. Further, we are committed to WAI standards and are currently recertifying with the National Federation for the Blind.	Y		
11.2	Solution is compliant with ADA act, WCAG 2.0 AA.	Canvas is compliant with WCAG 2.0 AA.	Y		
11.3	Solution allows administrator to require users to add accessibility information (ALT-Tags) when uploading images.	By default, Canvas includes the image name as the alternative text, which should be changed to be something more descriptive when embedding images in the Rich Content Editor. See the Canvas Guides for General Accessibility Design Guidelines at http://guides.instructure.com/m/5834/l/299978-general-accessibility-design-guidelines.	Y		
11.4	Solution renders web pages and navigation in ADA Compliant systems and has been thoroughly tested with screen readers such as JAWS and with accessibility tools.	Canvas officially supports VoiceOver, JAWS, and NVDA readers.	Y		
11.5	Solution complies with Children's Online Privacy Protection Act.	Instructure complies with US Federal law regarding Children's Online Privacy Protection Act.	Y		
11.6	Solution complies with Federal or local school laws policies or programs.	Canvas complies with US Federal law regarding FERPA and COPPA and gives the institution the tools it needs to maintain compliance.	Y		

7 Approach

Provide a summary highlighting the firm's qualifications and special expertise to provide the services requested in the Request for Qualification.

Since 2008, Instructure has grown host over 550 K-12 schools and school districts representing an overall user base of approximately 17 million users, and a retention rate of 98%. Canvas is a cloud-based education technology platform with advanced Learning Management System (LMS) functionality.

Instructure hosts Canvas as a subscription service on the state-of-the-technology cloud infrastructure of Amazon Web Services (AWS). Instructure's comprehensive implementation and hosting services include full system monitoring, automated provisioning, "Hands-Free" update/upgrade services, Basic Support Package, online Standard Training Package, beta environment, and a test/training instance. The Canvas architecture, AWS infrastructure, and Instructure's hosting and support services make Canvas the most reliable, available, extensible, and scalable cloud-based LMS in the industry.

Canvas also includes many cutting-edge and helpful features and functions that make teaching and learning effective and fun.

Briefly discuss the approach your firm would use in undertaking this work. Include Project milestones, your communication plan, and how you would provide the deliverables expected by the District.

The table below explains the milestones and process for implementation.

Table 5. Sample Canvas Guided Implementation Plan

Action Item	Responsible Party
Contractual Agreement	
Milestone: Signed Contract	
Assessment / Inception Phase	
Milestone: Assessment / Inception Completed	
• Provide preliminary implementation checklist	Instructure
• Kickoff / planning call	Instructure & Client
• Introduce implementation team	Instructure
• Finalize implementation checklist	Instructure & Client
• Customize project plan to fit institution	Instructure

Action Item	Responsible Party
• Share overall project plan	Instructure
• Create migration plan for instructors and content	Instructure & Client
• SIS integration	Instructure & Client
Initial Testing - Test Instance	
Milestone: Test Instance Creation	
• Create institution test instance	Instructure
• Configure and test authentication	Instructure & Client
• Provide branding information to institution	Instructure
• Configure and test SIS import	Instructure & Client
• Test initial course migrations	Instructure
Training	
Milestone: Trainings Completed	
• Set up user training system	Instructure
• Administrator training	Instructure & Client
• Support Setup training	Instructure & Client
• Instructor/User training	Instructure & Client
• Ongoing organizational training	Client
Set Up Support	
Milestone: Support Structure In Place	
• Determine support structure	Instructure & Client
• Configure Zendesk account	Instructure
• Provide customer account for Zendesk	Instructure
• Set up escalation paths	Instructure & Client
Build Out Production	
Milestone: Build Out Phase Completed	

Action Item	Responsible Party
• Create production instance	Instructure
• Setup branding on production instance	Client
• Setup authentication (Active Directory, LDAP, SAML, CAS)	Instructure
• Configure integrations (see optional integrations list below)	Instructure & Client
• Enable required integrations	Instructure & Client
• Migrate course content	Instructure & Client
• Configure cross-listed courses	Instructure & Client
• Configure accounts and sub-accounts	Instructure & Client
• Setup roles and permissions	Client
• Add any account-level learning outcomes	Client
Finalize Courses and Ready for Go Live	
Milestone: Validation & Acceptance	
System hierarchy completed?	Instructure & Client
Users and permissions set?	Instructure & Client
Integrations completed?	Instructure & Client
Training completed?	Instructure & Client
Instructor's courses ready?	Instructure & Client
Support ready?	Instructure & Client
Optional: Integrations	
Milestone: Integrations (if any) Completed	
• Additional SIS integration?	Instructure & Client
• Course content providers?	Instructure & Client
• Media provider?	Instructure & Client
• Additional authentication?	Instructure & Client
• 3rd party tools?	Instructure & Client

Action Item	Responsible Party
• Plagiarism checker?	Instructure & Client
• Quiz/testing tools?	Instructure & Client
• Conferencing tool?	Instructure & Client
• Clicker solution?	Instructure & Client

Provide a thorough response to the following:

    a. Describe your data center security standards.

All data traffic in and out of Canvas is at least 128-bit TLS/SSL-encrypted over HTTPS connections. Data is stored redundantly in the Amazon S3 infrastructure across and multiple geographic regions and multiple data centers. Canvas data is replicated in near real-time on the Amazon S3 infrastructure and is also backed up on a daily basis to geographically separate locations. Daily backups of Canvas data include media, file system data, course structures, coursework, analytics, rubrics, learning outcomes, and metadata. Canvas data replication and backups ensure that, in the event of a necessary system restore, the potential data loss would be limited.

    b. Describe your application security protecting user data from unauthorized access or exposure.

Canvas supports centralized identity management and delegated authentication via integrations with external identity providers (IdPs) including Lightweight Directory Access Protocol (LDAP), Active Directory, Central Authentication Service (CAS), Security Assertion Markup Language (SAML) 2.0, and Shibboleth. Canvas supports federated identity management and Single Sign-On (SSO) via integrations with SAML, Shibboleth, and CAS. Additionally, user ID and password credentials from any third-party system can be synchronized with Canvas-internal, local authentication via the Canvas open API.

Canvas-internal authentication can be used alone or concurrently with any of the supported external IdPs identified above. For example, when used concurrently with LDAP, Canvas first presents user credentials to the external IdP. If authentication fails, Canvas then looks up the credentials using its internal authentication service. If authentication fails again, Canvas will deny the user login.

Canvas clients are encouraged to use Canvas in concert with their preferred external IdP in order to best control and establish end-user security protocols. For Canvas-internal authentication, passwords must be 6 or more characters. Passwords are never stored in plain text. Passwords

are securely hashed via the SHA-512 cryptographic hash algorithm with a randomly generated "salt" value. The resulting signature and salt value are then stored. When users attempt to authenticate, their credentials are passed through the same process and the resulting signature is checked against the stored signature. This process is exclusively uni-directional and passwords cannot be derived from their stored signature.

      c. In the event we separate from the solution, how would SPS be able to get their data? How would individual teachers get their data?

Per Instructure's Master Subscription Services Agreement (MSSA, found in Appendix A, section 1a), in the event of separation Seattle Public Schools and teachers can "export the Customer Content through the API or by using the export feature within the Service." This can be done during the contracted length or for up to three (3) months following expiration or termination.

      d. Please provide your SLA standards for the following:

          i. Solution availability

Per Instructure's MSSA (Section 3b, Appendix A), Instructure guarantees availability of 99.9%. Visit www.help.instructure.com/home for the current uptime statistic, which is also shown below.
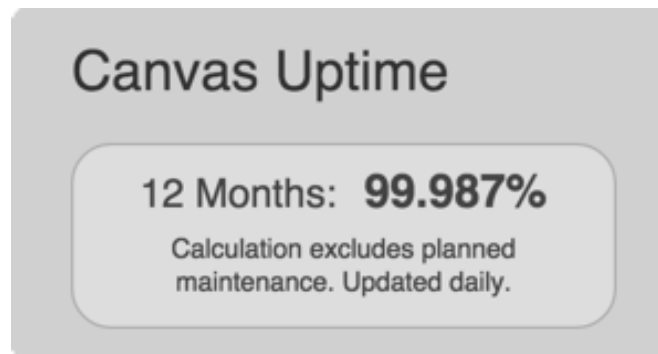
Figure 2. Canvas Uptime

          ii. Reliability of network connections

Instructure guarantees 99.9% availability. The Canvas system and architecture is built as a cloud-based software which is hosted on AWS, and as such has multiple failsafe's to limit any downtime, regardless of hard drive failure, outages, environmental issues, or blackouts.

Application servers are constantly monitored by the load balancers via a heartbeat mechanism. When an application server stops responding to heartbeat checks, the load balancer will remove it from the pool of servers to send requests to. The load balancer will keep checking the application server until it starts responding again, at which point it will start sending new traffic.

On failure of the Primary database, the Secondary will be promoted to Primary and a new Secondary database provisioned and deployed. Upon failure of the Secondary database, a new Secondary database is provisioned and deployed. In the unlikely event of simultaneous component failure or data corruption, the most recent daily backup will be used to create a new database pair.

iii. Data center reliability (power, HVAC, backup)

Similar to all network connections and reliability, Instructure guarantees 99.9% availability. See question ii above for more info.

iv. Response time for incidents/failures

The information security officer will work with the VP of Engineering, Legal, Director of Operations, and the incident response team to draft and execute a notification plan. The purpose of the plan is to provide full, accurate, and timely notification that meets or exceeds all statutory requirements. In the case of high severity security issues, affected parties will be alerted immediately while indirectly affected parties will be alerted within twenty-four (24) hours. These legal requirements will vary on a state-by-state basis. Working with the appropriate parties, The information security officer and the incident response team notify all affected individuals and develop remediation strategies as appropriate and sufficient to the situation.

v. Required bandwidth per simultaneous user

Because Canvas is hosted on the AWS cloud infrastructure, which has horizontal scalability, making the software available to every student who logs in, ensuring that the software is available at the guaranteed 99.9%.

e. Please identify the maximum limits for concurrent usage with no visible impact on performance.

Canvas is hosted on AWS cloud infrastructure, which is fully horizontally scalable, so Canvas has virtually limitless capacity via the provisioning of additional resources. Horizontal scalability enables 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.

f. Please provide your support matrix for end users and technical users.

Table 6. Support Options

	Basic Support	Premium Support
Cost	Included in subscription fee	Additional cost
Online Canvas Help Center	24/7/365	24/7/365
Email Support (escalated tickets to Tier II & III)	2-business day response time	8-hour response time
Toll-Free Phone Support for LMS Admin	M-F 6am to 6pm Local Time	24/7/365
Authorized LMS Admin Support Accounts [1]	1	3

Canvas Tier I Support

To provide institutions with the highest level of support, Instructure highly recommends our optional Premium Support package and Tier I support. Client institutions that subscribe to the Premium Support package and Tier I Support consistently and enthusiastically report to us that they are extremely satisfied with the value, level of service, and cost-effectiveness of these services.

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

The institution's faculty can contact Instructure's Tier I Support staff 24/7 through online ticket submission, chat, e-mail, or phone. The institution's LMS administrator(s) have access to all user-submitted tickets and monthly usage reports. Instructure's Tier I Support can be made accessible through the institution's own branded support portal. Table 7 lists Tier I support service levels.

Table 7. Canvas Tier I Support Service Levels

Service	Service Level
First contact resolution	Greater than 75%

Service	Service Level
Call abandon rate	Less than 10%
Phone	80% of calls answered in 60 seconds or less
Online chat	80% of chat requests answered in 120 seconds or less
Online form – email & help desk ticket response	80% of tickets or emails responded to in 60 minutes or less

Provide a 2-3 year roadmap for your product and services.

Instructure works hard to make the most desired product functions and features available for the public by providing Canvas Studio, Canvas's product showcase and roadmap. Canvas Studio provides institutions with a readily available and constantly updated collection of upcoming features and current projects, including new concepts, products currently in beta, and recently completed projects including links to access guides, release notes, and more. Canvas Studio is found online at http://product.canvaslms.com/ .

8 Pricing

Please provide a detailed pricing breakdown based on the WLS contracted rates and provide specific details with respect to time and costs for: Licensing, Training, Consulting, Help Desk/Support, Software or Hosted Solution Renewals (Your estimates should account for all costs and expenses, including travel and lodging. For annual service or licensing fees, please provide a 3-year cost estimate.)

Please note: This section includes confidential information about Canvas K-12 pricing. Please share this information with representatives of Seattle Public Schools only.

Canvas K-12 pricing includes a one-time implementation fee and an annual subscription fee calculated by multiplying the number of users by an annual per-user subscription fee. Users are defined as students, teachers, and administrators. No fees are charged for observers or parents.

Table 8 breaks down Instructure's pricing for Seattle Public Schools Canvas K-12 account with Subscription fees based on a total user count of 54,000 as well as a one-time implementation fee.

Table 8. Canvas K-12 Three Year Subscription and One-Time Implementation Fees

Fee Description	Amount
Canvas K-12 Annual Subscription Fees for Year 1: 54,000 users @ $2.75/user [1]	$148,500
Canvas K-12 Annual Subscription Fees for Year 2: 54,000 users @ $3.78/user [1]	$204,120
Canvas K-12 Annual Subscription Fees for Year 3: 54,000 users @ $3.78/user [1]	$204,120
24/7 Tier 1 Support Annual Subscription Fees for Year 1: 54,000 users @ $0.83/user [1]	$44,820
24/7 Tier 1 Support Annual Subscription Fees for Year 2: 54,000 users @ $1.13/user [1]	$61,020
24/7 Tier 1 Support Annual Subscription Fees for Year 3: 54,000 users @ $1.13/user [1]	$61,020
Premium One-Time Implementation Fee: Incurred in Year 1 only Includes: **Project Management** • Canvas Implementation Team - Project Manager, PD Trainer, and technical experts • Customized Project Plan for Implementation • Weekly Implementation Status Update • 2 Onsite Trips by IC and CSM • Onsite Travel Expense - IC, CSM	$51,000

Fee Description	Amount
Technical • Basic Branding • Migration Assistance - Full • Migration up to 5000 courses (supported file types) • Third-party integration assistance - LTI, other **Adoption** • 1 hour consult with Adoption Specialist - Structuring Canvas • Build Your Own Canvas (Adoption Consultant facilitate adoption plan with stakeholders) • Lead internal marketing activities with Canvas gear to drive adoption **Professional Development** • 3 days customized onsite professional development • Onsite Travel Expense - Professional Development • 1 hour customized, remote Canvas Orientation Professional Development • 2 hour customized, remote Teacher Professional Development	
Year 1-3 Fees: Subscription and One-Time Implementation	$774,600

[1]Fees subject to change as determined by actual contracted number of users. Terms, pricing, and conditions are valid for 90 days from the date of this proposal.

> *Please also provide a phased in cost model as SPS moves from an initial adoption of class pages only to full adoption of all the features of the LMS.*

All features of Canvas, including initial adoption, are included in the cost shown in Table 8.

Appendix A.   Master Subscription Services Agreement and Terms

Notwithstanding anything to the contrary contained in the RFP or Instructure's proposal response to the RFP, should Instructure be awarded the contract, Instructure will negotiate in good faith the terms and conditions of a written agreement mutually satisfactory to both parties. Instructure believes, however, that any agreement should recognize that:

1. Canvas, Instructure's fully hosted learning management system (LMS), is provided as a subscription cloud service over the Internet.

2. Instructure requires full payment of annual subscription fees in advance.

3. Instructure considers an RFP to be the specification of a client institution's functional and technical requirements for an LMS. Our proposal response is a detailed description of how the Canvas LMS and education technology platform and Instructure's support and hosting services satisfy the RFP's requirements. Because the client institution's RFP and Instructure's proposal response are not structured, organized, or written in terms of rights and obligations of the parties, Instructure does not automatically incorporate those documents into the final contractual agreement. Instructure is, however, open to negotiations to identify relevant portions of the RFP and the proposal response for the mutually agreed upon inclusion of such portions within the final agreement.

4. Because the MSSA provides for penalties if specified service levels are not met, Instructure does not provide payment or performance bonds.

In creating our Master Subscription Services Agreement (MSSA) which is provided following this page, Instructure has ensured that the rights and protections of both parties are addressed and clearly delineated in a mutually beneficial and balanced agreement. In our MSSA, we have incorporated clauses that reflect the best practices of the cloud-based subscription software industry including:

a) Service level agreement with credit/refund language,

b) Family Educational Rights and Privacy Act (FERPA) compliance and the "school official" exception,

c) Confidentiality of information provided by the institution,

d) Ownership of content provided by the institution, and

e) Return of content and data to the institution.

Instructure's MSSA provides rights and protections to both our clients and to Instructure. The MSSA governs the delivery of the subscription Canvas cloud service, support terms, warranties, infringement indemnity, compliance terms (including FERPA), service level agreement, data ownership, use of subcontractors, and other standard terms and conditions for an agreement of this type.

Master Subscription Services Agreement

This agreement is between Instructure, Inc., a Delaware corporation (**Instructure**), and the entity or individual agreeing to these terms and identified in the signature line below (**Customer**). It is effective as of the date of the last signature set forth below.

LEARNING MANAGEMENT SYSTEM SOFTWARE SERVICE. With a signed order, Instructure will provide its learning management system software as a service through a URL within a hosted server environment under the terms below (**Service**). This agreement contemplates one or more orders for the Service, which are governed by the terms of this agreement. **User** means a participant, instructor, or administrator of Customer's organization, who is authorized by Customer to use the Service (and Customer has paid for this use) with login credentials.

(1) USE OF SERVICE.

a). **Customer Owned Content.** All information, data, results, plans, sketches, texts, files, links, images, photos, videos, audio files, notes, or other materials uploaded under Customer's User accounts in the Service remain the sole property of Customer, as between Instructure and Customer (**Customer Content**). Customer grants Instructure the worldwide, royalty-free right to use, publicly display, and distribute the Customer Content solely for purposes of performing its obligations under this agreement and providing and improving the Services. During the term of this agreement and for 3 months after expiration or termination, Customer may export the Customer Content through the API or by using the export feature within the Service. Instructure has no obligation to store the Customer Content 3 months after expiration or termination.

b). **API Access.** Instructure provides access to its application-programming interface **(API)** as part of the Service for no additional fee. Subject to the other terms of this agreement, Instructure grants Customer a non-exclusive, nontransferable, revocable license to operate the API only for purposes of interfacing Customer's technology applications or services with the Service as allowed by the API's technical limitations and in accordance with the API Policy, as may be updated by Instructure from time to time. The Instructure **API Policy** is located at http://www.canvaslms.com/policies/api-policy

c). **Customer Responsibilities.** Customer (i) is solely responsible for Customer Content and all activities arising from its User accounts in the Service, (ii) must keep its passwords secure and confidential, and notify Instructure promptly of any known or suspected unauthorized access, and (iii) may use the Service only in accordance with applicable law and regulation.

d). **Customer Restrictions**. Customer may not, and will use reasonable means to ensure that each User does not,

     i.   sell, resell, rent, or lease the Service or API;
     ii.   reverse engineer the Service or the API;
     iii.   remove or modify any proprietary marking or restrictive legends in the Service;
     iv.   use the Service to store or transmit infringing, unsolicited marketing emails, libelous, obscene, deceptive, defamatory, pornographic, racist, sexual, hateful, or otherwise objectionable (except as necessary for Customer's instructional purposes, but in all cases in compliance with applicable law and regulation), unlawful or tortious material, or any other material in violation of a third-party right;
     v.   use the Service to harm or impersonate any person, or for any commercial purpose (including accessing the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes);
     vi.   interfere with or disrupt the integrity or performance of the Service; or
     vii. attempt to gain unauthorized access to the Service or their related systems or networks.

e). **Customer Support.** Instructure must provide customer support for the Service under the terms of Instructure's Customer Support (**Support**), which are located at http://www.canvaslms.com/policies/support-terms.

(2) PAYMENT TERMS.

Customer must pay all fees as specified on the order, but if not specified then within 30 days of receipt of an invoice. Customer is responsible for the payment of all sales, use, VAT and other similar taxes. All orders are non-cancelable and the fees are non-refundable (except as expressly provided below).

(3) WARRANTY/SERVICE LEVEL AGREEMENT AND REMEDY.

a). **Compliance with Laws**. Each party represents and warrants to the other party that it 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 and typical administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Confidential Information (defined below) and data. Instructure agrees to only use or disclose personal information records created or received from, by, or on behalf of Customer or its Users for the purposes of (a) providing and improving the Services and in accordance with the Instructure Privacy Policy, except that Instructure may create, use, and disclose de-identified and aggregated data based upon personal information records for its own purposes, (b) as

permitted by this agreement, (c) as required by law or regulation, or (d) as authorized by Customer in writing. Notwithstanding the foregoing, Instructure may access, preserve, and disclose User's registration and any other information if required to do so based on Instructure's good faith belief that such access, preservation, or disclosure is necessary to: (i) enforce this agreement; (ii) respond to claims of a violation of the rights of third parties, whether or not the third party is a User, individual, or government agency; (iii) respond to customer service inquiries; or (iv) protect the rights, property, or personal safety of Instructure, other users or the public.

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

Annual Availability Warranty: 99.9% availability percentage

- If 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 successful credit claim cannot be used for any future claims.

A Customer is eligible for a service credit if the annual availability percentage drops below 99.9% for the preceding 365 days from the date of a service credit claim. The maximum amount of the credit is 1/12 of the annual subscription fee for a twelve (12) month period. This service credit is calculated by taking the number of hours that the Service was unavailable below the warranty, and multiplying it by 3% of 1/12 the annual subscription fee. Customer's sole and exclusive remedy for breach of the warranty in this Section 3(b)(i) will be for Instructure to provide a credit as provided above; provided that Customer notifies Instructure in writing of such claim within the applicable month Customer becomes eligible or 30 days after.

c). **Third Party Links/Service Disclaimer.** The Service may link to third party web sites (including without limitation, links provided by Users of the Service) or allow access to third-party services (including without limitation, turnitin.com and Google docs). Such sites and services are not under the control of Instructure, and Instructure is not responsible for the content or any link on such sites or for the temporary or permanent unavailability of such third party sites or services.

d). **Warranty Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, 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. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR BE ERROR-FREE.

(4) MUTUAL CONFIDENTIALITY.

a). **Definition of Confidential Information**. Confidential Information means all confidential information disclosed by a party (Discloser) to the other party (Recipient), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information).

b). **Protection of Confidential Information**. The Recipient will protect the Confidential Information using the same degree of care that it uses to protect the confidentiality of its own Confidential Information (but in no event less than reasonable care). The Recipient shall not disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.

c). **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. Notwithstanding any of the foregoing, the Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.

(5) PROPRIETARY RIGHTS.

a). **Reservation of Rights by Instructure.** The software, workflow processes, user interface, designs, know-how, API information, third party technology and other technologies provided by Instructure as part of the Service are the proprietary property of Instructure and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Instructure and its licensors. Instructure reserves all rights unless expressly granted in this agreement.

b). **Feedback.** Instructure may contact each User (no more than once each year) for the *sole purpo*se of seeking 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.

(6) EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.

a). **EXCLUSION OF CERTAIN DAMAGES**. INSTRUCTURE AND ITS SUPPLIERS SHALL NOT BE LIABLE TO CUSTOMER 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 INSTRUCTURE HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.

b). **Limitation of Liability**. EXCEPT FOR Instructure'S intellectual property INDEMNITY OBLIGATIONS IN SECTION 9, Instructure'S 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.

(7) TERM, TERMINATION, AND SUSPENSION OF SERVICE.

a). **Term**. This agreement continues for the duration specified on the order (**Term**).

b). **Mutual Termination for Material Breach.** If either party is in material breach of this agreement (including without limitation non-payment of any amounts owed Instructure), the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.

c). **Return or Destroy Upon Termination**. Upon termination or expiration of this agreement for any reason, Customer must pay Instructure all amounts owed, and destroy or return all property of Instructure. Customer will confirm this destruction or return requirement in writing upon request of Instructure.

d). **Suspension of Service and Removal of Customer Content for Violations of Law or Policy.** Instructure may immediately suspend the Service and remove applicable Customer Content if it in good faith believes that, as part of using the Service, Customer and/or its Users may have violated a law or a restriction in this agreement. Instructure may try to contact Customer in advance, but it is not required to do so.

(8) GOVERNING LAW AND FORUM.

This agreement is governed by the laws of the State of Utah, without regard to conflict of law principles. Any dispute arising out of or related to this agreement may only be brought in the state and federal courts for Salt Lake County, UT. Both parties consent to the personal jurisdiction of such courts and waive any claim that it is an inconvenient forum. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party. The Convention on Contracts for the International Sale of Goods does not apply to this agreement.

(9) INFRINGEMENT INDEMNITY.

By Instructure. If a third-party claims that the Service (other than related to any Customer Content) infringes that party's U.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:

 i. promptly notifies Instructure in writing of the claim; and
 ii. 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 9(a) does 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.

By Customer. If a third-party makes a claim against Instructure that any part of the Customer Content infringes or violates a patent, trademark, trade secret, copyright or other intellectual property right, 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:

    i.   promptly notifies Customer in writing of the claim; and
    ii. allows Customer to control, and cooperates with Customer in, the defense and any related settlement.

(10) MISCELLANEOUS OTHER TERMS.

a). **Money Damages Insufficient**. Each party acknowledges and agrees that any threatened or actual breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party for which monetary damages would be an inadequate remedy. In such case, the other party may seek a court order, without the requirement of posting bond, to stop any breach or avoid any future breach.

b). **Entire Agreement and Changes.** This agreement and the corresponding orders constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this agreement is effective unless both parties sign it.

c). **Publicity**. Customer agrees to act as a reference account that will, upon Instructure's reasonable request, provide Service-related comments to the press, potential investors, and current or prospective customers and participate in Service-related case studies. Customer agrees to issue joint press releases with Instructure regarding the Service, *as approved by Instructure.* 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.

d). **No Assignment.** Neither party may assign or transfer this agreement or an order to a third party, except that this agreement with all orders may be assigned as part of a merger, or sale of all or substantially all of the business or assets, of a party.

e). **Independent Contractors**. The parties are independent contractors with respect to each other.

f). **Enforceability**. 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.

g). **No Additional Terms.** Instructure rejects additional or conflicting terms of any Customer form-purchasing document.

h). **Order of Precedence**. If there is an inconsistency between this agreement and an order, the order prevails.

i). **Survival of Terms**. Any terms that by their nature survive termination or expiration of this agreement, will survive (including, but not limited to, Sections 4, 5, 6, and 9).

j). **Notices.** 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.

k). **Force Majeure**. Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party.

_____(Customer)   **Instructure, Inc.**

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

_____   6330 South 3000 East, Suite 700
Address   Salt Lake City, UT 84121

Appendix B.   Non-Disclosure Agreement

Instructure's Non-Disclosure Agreement follows this cover page

<u>MUTUAL NON-DISCLOSURE AGREEMENT</u>

AGREEMENT made this _____ day of_____, 20_____, by and among, Instructure, Inc. with an address at 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121 and _____("Customer") with an address at _____.

In consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. <u>Disclosing Party/Receiving Party.</u> The party disclosing Confidential Information (as defined below) hereunder is referred to herein as the "Disclosing Party". The party receiving such Confidential Information is referred to herein as the "Receiving Party".

2. <u>Description of Confidential Information.</u> For purposes of this Agreement, "Confidential Information" means any information disclosed during the term hereof, which is or should be reasonably understood to be confidential and proprietary to Disclosing Party, including, but not limited to, information disclosed in discussions between the parties in connection with products, processes, services, working models, drawings, designs, samples, prototypes, research, development, inventions, marketing and program plans, testing plans and results, software object code and source code, specifications, documents, interfaces, and information concerning each party's business, content, finances, subscribers, customer lists, other marketing and technical information, and other unpublished information, whether in tangible form (including, without limitation, written or printed documents and computer disks and tapes, whether machine or user readable) or intangible form. Any information exchanged among parties, whether orally or in writing or any other form will be deemed confidential unless otherwise agreed among parties.

3. <u>Use of Confidential Information.</u> The Receiving Party shall make use of the Confidential Information of Disclosing Party only for purposes of evaluating the business and/or technology of the other party, and only during the term of this Agreement. If the information is provided in order to evaluate a possible transaction among the parties, the Receiving Party will use the Confidential information solely for the purpose of evaluating the possible transaction and not in furtherance of its own business or in any other way detrimental to the other party.

4. <u>Term and Termination.</u> This Agreement shall become effective as of the date first written above and shall be in force until the expiration of three years from the date of last disclosure among the parties. All nondisclosure obligations set forth herein shall survive any expiration or termination of this Agreement with respect to any Confidential Information of Disclosing Party received prior to such expiration or termination.

5. <u>Standard of Care.</u> Receiving Party shall protect Confidential Information received hereunder from disclosure to any other party, by using the same degree of care, but in no event less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of such Confidential Information as Receiving Party uses to protect its own confidential information of a like nature. Receiving Party may disclose Confidential Information received hereunder to its employees who: (a) have a need to know same, for the purpose of this Agreement; and (b) are bound to protect the received Confidential Information from unauthorized use and disclosure under the terms of a written agreement at least as restrictive as this Agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of Disclosing Party.

6. <u>Exclusions.</u> This Agreement imposes no obligation upon Receiving Party with respect to Confidential Information of Disclosing Party that: (a) is or becomes a matter of public knowledge through no fault of Receiving Party; (b) is rightfully received by Receiving Party from a third party without a duty of confidentiality; (c) is independently developed by Receiving Party without use of or reference to any Confidential Information of Disclosing Party; or (d) is identified by Disclosing Party in writing as no longer confidential and proprietary.

7. <u>Disclosure Required by Law.</u> In the event Receiving Party is required by law, regulation or court order to disclose any of Disclosing Party's Confidential Information, Receiving Party will promptly notify Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority. Receiving Party agrees to cooperate with Disclosing Party in seeking such order or other remedy. Receiving Party further agrees that if Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

8. <u>Warranty Disclaimer.</u> NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER. ANY INFORMATION OR MATERIALS EXCHANGED UNDER THIS AGREEMENT ARE PROVIDED "AS IS."

9. <u>No Transfer of Rights.</u> All Confidential Information disclosed under this Agreement is the sole and exclusive property of Disclosing Party. Neither party shall acquire any copyrights, patents, trademarks, trade secrets, or other intellectual property rights in the

Confidential Information of the other party under this Agreement. This Agreement shall not restrict reassignment of Receiving Party's employees, nor in any manner affect or limit either party's present and future business activities, including business activities which could be competitive with Disclosing Party, provided that Receiving Party does not violate any of its obligations under this Agreement in connection with such activities. Nothing in this Agreement will be construed as a representation or agreement that Receiving Party will not develop, or have developed for it, products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

10. <u>Return of Confidential Information.</u> The Receiving Party will immediately destroy or return all tangible material embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) upon the earlier of: (a) the expiration or termination of this Agreement for any reason; or (b) at any time that Disclosing Party may so request.

11. <u>Notice of Breach.</u> Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of Confidential Information and prevent its further unauthorised use.

12. <u>Injunctive Relief.</u> The Receiving Party acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to Disclosing Party for which monetary damages may be difficult to ascertain or an inadequate remedy. The Receiving Party therefore agrees that Disclosing Party will have the right in addition to its other rights and remedies, to seek and obtain injunctive relief for any violation of this Agreement.

13. <u>Non-waiver.</u> Any failure by either party to enforce the other party's strict performance of any provision of the Agreement will not constitute an waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

14. <u>Miscellaneous.</u>

(A) This Agreement imposes no obligation on either party to purchase, sell, license, transfer, distribute, or otherwise provide or dispose of any technology, services, or products, or consummate any corporate transaction. This Agreement does not create any agency or partnership relationship.

(B) Each party shall comply with any and all applicable laws, regulations, and rules in performing under this Agreement (including, without limitation, export control restrictions).

(C) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah, applicable to agreements made and to be fully performed therein; and constitutes the entire agreement between the parties with respect to the subject matter hereof. No provision of this Agreement shall be deemed waived, amended, or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom enforcement of such waiver, amendment or modification is sought.

(D) In the event that any one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, or the validity, legality and enforceability of any one or more of the provisions contained herein shall be held to be excessively broad as to duration, activity or subject, such provision shall be construed by limiting and reducing such provisions so as to be enforceable to the maximum extent compatible with applicable law.

 (E) In any action to enforce any of the terms or provisions of this Agreement or on account of the breach hereof, the party prevailing shall be entitled to recover all its expenses, including, without limitation reasonable attorney's fees.

 (F) This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile versions of original signatures of this Agreement shall be considered original signatures. All headings used in this Agreement are for reference purposes only.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written. Each party represents that is has caused this Agreement to be executed on its behalf on the date indicated below by a representative empowered to bind that party with respect to the undertakings and obligations contained herein.

_____**(Customer)**   **Instructure, Inc.**

_____   _____

Signature   Signature

_____   _____

Name   Name

_____   _____

Title   Title

_____   6330 South 3000 East, Suite 700

Address   Salt Lake City, UT 84121

Appendix C.   FERPA COPPA Compliance Agreement

Instructure's FERPA COPPA information follows this cover page.

FERPA AND COPPA COMPLIANCE AGREEMENT

Purpose: This document is intended to describe what Instructure expects from its employees on how to protect the student information that is provided to us. Because we are a company involved in the education sector, Federal law dictates how we should handle student's information. These laws include FERPA and COPPA.

1. **FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA) POLICY**

FERPA is a Federal law that protects the privacy of student education records.

- The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

- It gives parents certain rights with respect to their children's education records (these rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are 'eligible students').

- For more information about the rights of parents and students as well as what information may be disclosed without consent, please visit http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html.

SCHOOL OFFICIAL EXCEPTION

- Under FERPA, Instructure is considered a 'School Official.'

- 'School Officials' may not disclose student information to any other party without the prior consent of the parent or eligible student (with very few exceptions).

CONFIDENTIAL INFORMATION

- Instructure also considers student information to be confidential information of our customers, which must be treated as such under other Instructure policies.

2. **CHILDREN'S ONLINE PRIVACY PROTECTION ACT (COPPA) POLICY**

COPPA is a Federal law that protects the privacy of personal information of children under 13. COPPA generally requires that anyone who will collect personal information of children under 13 do the following:

- Post a clear and comprehensive privacy policy on your website describing your information practices for children's personal information;
- Provide direct notice to parents and obtain verifiable parental consent, with limited exceptions, before collecting personal information from children;
- Give parents the choice of consenting to the operator's collection and internal use of a child's information, but prohibiting the operator from disclosing that information to third parties;

- Provide parents access to their child's personal information to review and have the information deleted;
- Give parents the opportunity to prevent further use or online collection of a child's personal information;
- Maintain the confidentiality, security, and integrity of information they collect from children.

3. DO'S AND DON'T

<u>DO</u> THE FOLLOWING:
- Take security the following security precautions:

    o   encryption of information of students and children;

    o   installation and use of a firewall on your computer

    o   limiting physical and technical access to your computer; and

    o   other measures to protect the information.

- Validate the identities of external parties (whether customers or others) when they request student or a child's information.

- Refer all requests for information related to students or children from regulators or law enforcement to your supervisor or management.

- Report any unauthorized access or use of information (that you see or hear of) to your supervisor or management immediately!

DO <u>NOT</u> DO THE FOLLOWING:

- Remove information of students or children from Instructure's facilities (except as specifically authorized to do so in writing from your supervisor or management).

- Allow unauthorized use of any information related to students or children.

- Review information records or files for which you do not have a 'legitimate need' in order to perform your work.

    Note: If you are uncertain about what constitutes legitimate use of information, discuss it with your supervisor.

- Make electronic and/or paper copies of any information related to a student or child (except as specifically authorized in writing).

- Share your user id or password with anyone.

Note On Default Settings: When configuring (or developing) privacy features or functions within the software, make sure the default setting maintains privacy, and allows the customer to change the default

settings to elect for less privacy (unless expressly directed otherwise by a customer in an email or in writing.

_____

<div align="center">I Agree</div>

I understand that it is my responsibility to read and understand this policy, and I agree to comply with this policy.

I understand that failure to comply with this policy may result in corrective action (up to and including termination).

_____   _____
Signature   Date

_____
Printed Name

<div align="center">PLEASE SIGN AND RETURN TO HR</div>

schoolOGY®

Presented To:

Seattle Public Schools

Contracting Services

2445 Third Avenue South

Seattle, WA 98134

Request For Qualifications No. RFQ02561

Learning Management System

Due March 9, 2015 1:00 p.m.

Presented By:

Antonio Montoya

Regional Director of Sales

Schoology, Inc.

115 W. 30th St., 10th Floor

New York, NY 10001

www.schoology.com

Phone: 1-800-393-7550

amontoya@schoology.com

Diane Taguba Navarro, Contracting Services Manager
Seattle Public Schools
Contracting Services
2445 Third Avenue South
Seattle, WA 98134

Dear Diane,   March 9, 2015

Thank you for this opportunity to respond to Seattle Public Schools' RFQ NO. RFQ02561 for a Learning Management System. Based upon the scope of services requested in the RFQ, our experience and proven track record of complex implementations, we're confident that Schoology will meet and exceed your requirements for a Learning Management System.

Schoology offers Seattle Public Schools a revolutionary platform for student engagement, online and blended learning. Our bottom line is helping teachers improve student outcomes. With a similar mutual goal and a platform that supports combined face-to-face teaching with digital assets that may be consumed inside or outside of the physical classroom space, Schoology is confident that it will be the best choice for SPS.

Schoology's Student Engagement platform offers these additional benefits:

- A ubiquitous user experience for seamless linking and alignment of all instructional, learning and assessment assets so that faculty and administrators are able to focus on teaching and meeting the needs of each and every student.
- Facilitate precise curriculum design and development, lesson planning, teaching and learning, standards mastery, testing, and grading.
- Provide powerful tools that allow teachers to personalize the learning experience for each student based on achievement against standards and learning styles.
- Provide a seamless and defined instructional management process on any device.
- Create learning repositories, tied to standards, which are searchable and flexible.
- Provide meaningful SIS and system integrations with the award winning Schoology API.
- Simplify basic daily administrative tasks, such as reduce paperwork, and save time for faculty and administrators.
- Help instructors maximize face-to-face effectiveness in the classroom through quality exemplars, assessments, instructional tools and resources.
- Enable the systematic collection of data pertaining to collegiate and national standards and assessments.

![schoology]

Because the interface looks and feels familiar to the tools people use outside the classroom, educators are able to quickly and intuitively integrate Schoology into the classroom with little or no training. In fact, there are millions of users that use our Schoology Basic platform with no formal training whatsoever. Schoology reaches students through authentic communication, real collaboration, and increased access to curriculum and supplemental content aligned to state and common core standards. Schoology is affordable to implement, easy to use, and virtually effortless to maintain. Your users will embrace Schoology because it's an intuitive, familiar technology that streamlines administration and improves the learning experience.

Thank you for the opportunity to present this solution, Schoology will undertake this project to install an Enterprise Level Learning Management System (LMS), at the price quoted in our proposal. Schoology states, without qualification, that this proposal represents the services offered. We look forward to working with the Administration and Teaching staff to serve Seattle Public Schools.

Sincerely,

Antonio Montoya

Regional Director of Sales

Phone: 212-213-8333 x 135

Email: **amontoya@schoology.com**

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<u>REQUEST FOR QUALIFICATION NO. RFQ02561</u>

<u>PROPOSAL CERTIFICATION FORM</u>

TO: Diane Navarro, Contracting Services Manager

The undersigned provider hereby certifies as follows:

1.   That he/she has read the Seattle School District's Request for Qualification No.
      RFQ02561 and the following Addenda and to the best of his/her knowledge has
      complied with the mandatory requirements stated herein:

         Addenda Number   Issue Date
         _Addendum No. 1__   March 4, 2015_
         _____   _____
         _____   _____

2.   That he/she has had the opportunity to ask questions regarding the Request for
      Proposal, and that if such questions have been asked they have been answered by the
      District.

3.   That the proposer's response is valid for 90 days.

Dated at Schoology, Inc , this 9th_____ of March_____ 2015.

_____   _CEO_____
(Signature)   (Title)

 Jeremy Friedman_____   rfp@schoology.com_____
(Print Name)   (Email Address)

 Schoology, Inc_____   212.213.8333_____
(Company Name)   (Telephone Number)

 115 West 30th Street, 10th Floor   212.643.7586_____
(Address)   (Fax Number)

 New York, NY 10001_____   603 318 208_____
(City)   (UBI Number)

 NY_____
(State)

 10001_____
(Zip)

Executive Summary

Provide a summary highlighting the firm's qualifications and special expertise to provide the services requested in the Request for Qualification.

Schoology Overview: Usability & Utility, Key Ingredients to a 21st Century Learning

Schoology differentiates itself by providing great utility (features & functions), but not at the expense of usability. We understand that not all students follow the same path to knowledge and insight. Individualized and personalized learning will be hallmarks of learning in the future, and Schoology is ready for that challenge today. To provide such a learning environment, systems must provide easy access to content, supported by robust communications tools all in a highly collaborative, integrated environment. Most importantly, for a learning platform to have a positive impact the system must be easy to use and provide a pleasant user experience, otherwise people leave (Nielsen 2012).   Most legacy, or conventional LMSs offer a relatively high level of utility, however, research and end-user feedback has consistently identified the usability of these systems to be quite poor (Peterson 2013). When this happens, student success is impacted, and engagement suffers.

Schoology: A System Designed for Evidence-based, Outcomes-Focused Learning

With robust analytics and the ability to create and define Student Mastery settings, as well as align content to learning outcomes, Schoology is the ideal platform to support evidence-based, outcomes-focused learning. Student Mastery Reporting allows teachers and administrators to view student achievement on any standard or learning objective that has been aligned to Assignments, Test/Quiz Questions or Discussions within a course. This area contains multiple views that allow educators to evaluate how students are learning and pinpoint students that may need additional attention. Student Mastery Reporting can be customized to accommodate most any standards-based grading model you choose.

Schoology Learning Object Repository (Resources)

Resources, sometimes known as a learning object repository, are more than just a parking garage for information in the Schoology platform. Resources become the eHub of learning assets for teachers, groups, departments or the system at large. And, Resources play an important role in the development and ongoing evolution of your curriculum.   With just one click, learning objects, exercises, modules, quizzes/tests or entire courses can be shared (and/or updated) with colleagues across the district, or across the system. Once the semester ends, all courses are automatically archived (yet, stay "live" if needed at a later point) within the platform and are easily accessible for audits, grade changes or overviews. Lastly, unlike most LMSs that charge for storage—a penalty for adoption and success-—with Schoology there is no additional fee for content storage, so all of your assets can be live, available and accessible at any time.

Schoology: Supporting Flexible Pedagogy

In contrast to traditional Learning Management Systems that manage online and classroom-based

learning, our user-centric model provides networked learning founded on social connections among learners, educators and other members in a global context. This environment affords learning that is socially-mediated and ultimately rewarding and engaging. Building upon the massive resources of the Internet as well as 3rd party apps, an open API and an integrated platform, Schoology's model supports an expansive view of learning with the opportunity for significant student choice and flexible pedagogy options for educators.

Socially-Mediated Learning
As a networking environment, the Schoology model is inherently social and collaborative. The collaboration that is part of this learning experience incorporates peer reflection – e.g., liking each other's discussion posts and reflecting upon them. These contributions are socially mediated, leading to knowledge that is co‐constructed by and among a broad base of students (Greenhow, 2011).

Integrated and Student-Driven Learning
Because it is an integrated learning environment that has the ability to extend beyond the course or campus, learning within the Schoology model provides choices for students to extend their learning possibilities beyond the course learning objectives. In a particular biology course, for example, if a student wants to get more in‐depth on the topic of genetic codes, she can focus her postings on that topic or use Resources & Apps to engage 3rd party content such as Khan Academy, publisher content or other learning artifacts directly from within the Schoology platform. Districts or education communities can collaborate to create learning libraries that can be used to enhance student understanding and inspire self-directed learning.

Expansive Learning
With teacher direction, guidance and curation, students have the entire Internet and its huge multimedia resources at their disposal to complement learning resources typically available to them. In the Schoology model, safely accessing those resources and sharing with peers is just a click away with endless possibilities. In the Schoology student-centric model the teacher is no longer the only provider of resources and knowledge. Instead, each student can play the role of instructor, coach and advisor providing peer reflection and review that fosters increased engagement and better learning outcomes and touches on higher levels of learning taxonomies.

Intercultural Learning
With permission controls, Students from all over the world can participate using Schoology, adding a global dimension to the overall experience. This is in contrast to the course-centric model where classmates are limited to the registered members of a class. With permission enabled, instructors can optionally connect their courses with other courses within the district and beyond, or even with other non-system courses from around the world to increase learner perspectives and cultural competencies. Overall, the goal of the Schoology approach to learning is not to perpetuate a closed learning environment that mirrors the traditional model of education. In our user-centric model, learners are encouraged not only to take responsibility for their own learning but also to contribute to

the learning of their peers in a way that is authentic in the context of their interests, needs and social perspectives.

Rewarding Learning

With incentives such as Badges, learners realize extrinsic rewards for behaviors such as quality posting, reflecting, and contributing to the class dialogue. Reward systems such as these provide incentives to students and recognition for their participation, serving as positive reinforcements for learning and retention. (Kapp, 2012). Students collect badges over their academic experience that are visible on their profile.

Company Profile

a) Identification of firm including address, telephone number, email address and date firm(s) were established.

Schoology, Inc

115 West 30th Street, 10th Floor

New York, NY 10001

212.213.8333

Contact: Antonio Montoya, Regional Director of Sales **amontoya@schoology.com**

Date Established: 2009

b) Areas of specialization of the firm.

Schoology founders Jeremy Friedman, Ryan Hwang, Tim Trinidad, and Bill Kindler teamed up and formed a C-Corporation and began the development of Schoology at the end of 2009. Their mission:

To reinvent the way technology is implemented in the classroom. With a goal of improving student outcomes, they realized the need to disrupt the education technology market by making Schoology available for every teacher in every classroom. Schoology not only provides schools and districts with a configurable, scalable and easy-to-implement solution, but also provides a basic version of its award-winning platform free for teachers. As a result, enterprise adoption is easier for schools and districts.

Our Creed: Because of the teachers and students who inspire us, we strive to stay curious, learn something every day, and always be open to new ideas.

Schoology is a private, global company, based in New York City. The team is comprised of over 130 of the industry's brightest professionals, and it continues to grow, along with its 8 million users across 200 countries worldwide.

Teaching isn't easy. All too often educators are asked to achieve high goals with meager resources and distracted students. No technology alone can improve learning, but an intimate partnership between educational institutions and technology developers can.

Historically, LMSs have been differentiated through the features and functions they offer, and while this is still true today, we at Schoology believe that it is time to change the conversation, from Learning Management to a focus on creating a Digital Learning Ecosystem, powered by a state-of-the-art Instructional Operating System. The advantages are many and significant. The Schoology platform allows districts and their sub-systems to come together in a strategic manner to exert greater control and influence over their digital learning infrastructure. It enables each institution, its faculty and students to draw on an evolving set of native and integrated third-party tools to support digital learning for residential, flipped classroom, online and blended learning.

Our cloud-based, SaaS solution is flexible, scalable and highly extensible. Schoology is the epicenter of interoperability and the foundation for instructional integration. It overcomes the challenges that conventional LMSs have integrating new features and technologies by behaving more like your computer's operating system rather than an array of disparate software applications and tools struggling to co-exist. Conventional LMSs are inefficient, unmanageable, perpetuate silos of information and lack a user-centric focus.

Schoology is a platform focused on usability (UI/UX) and interoperability while incorporating personalized learning tools that enhance the important roles of community, communication and collaboration within education. The results have been profound, a new paradigm for online learning, helping educators leverage blended learning to truly personalized instruction. As the 2014 **SIIA CODiE 3x award winner**, including for **Top Overall Education Solution**, we believe the Schoology platform has set a new standard for online learning; in fact, we have created a whole new category of technology as an instructional operating system. We have moved the conversation from course and learning management to an institutional, enterprise-wide conversation about efficiency, efficacy and student success.

c) Provide total size and breakdown of firm personnel by category. Please provide an organization chart.

The Schoology team is comprised of over 130 of the industry's brightest professionals, and it continues to grow, along with its 8 million users across 200 countries worldwide. Schoology is hiring close to 70 additional employees in 2015, which will bring the total headcount to around 200 full-time employees by the end of the year.

Please see Appendix D: Schoology Management Organizational Chart

115 W. 30th Street, 10th Floor, New York, NY 10001 | 800.393.7550 | Schoology.com

Experience

a) Describe relevant experience. Provide examples of the firm's work, expressed both in number of projects and in contract dollars.

Schoology is a private, global company, based in New York City. The team is comprised of over 130 of the industry's brightest professionals, and it continues to grow, along with its 8 million users across 200 countries worldwide. Schoology is in more than 60,000 schools, with nearly 800 paying enterprise clients and over 8 million users.

Notable wins for Schoology just in the past year: Department of Defense Education Activity (DODEA) signed a 5yr contract which added 80,000+ students, worldwide. We won this through a competitive RFP process. Plan Ceibal of Uruguay signed a 3yr contract which is part of 1:1 instruction program that will add up to 600,000 students countrywide. This was also won through a competitive RFP process. Colorado State University – Global Campus signed a 5yr contract. In May, Schoology won 3 CODiE awards, for education technology. We won in the Best K-12 Course or Learning Management System, Best PK-12 Solution and the top award of Best Education Solution.

For references, provide the client name, address, email address, and client's project representative and telephone number for the firm's three most recent projects that most closely relate to the services being proposed.

School	Cherry Creek School District
Address	4700 South Yosemite St. Greenwood Village, CO
Contact Name and Title	Kellie Ady, Instructional Technology Coordinator
Phone	720-554-5535
Email	kady@cherrycreekschools.org
Description	Cherry Creek School District is a PowerSchool User. The district is also of a similar size to Seattle Public Schools.

School	Jefferson County Public Schools
Address	1829 Denver West Drive, BLDG. #27 Golden, CO 80401
Contact Name and Title	Mary Beth Bazannella, Director of Educational Technology
Phone	303-982-1087
Email	mbazzane@jeffco.k12.co.us
Description	Jefferson County Public Schools successfully transitioned from Blackboard to Schoology. We have included a letter from Matt Cormier, the Executive Director of Educational Technology and Library Services, which speaks to the Blackboard migration as

| | well as the increase in adoption since the school began using Schoology. |

School	Hillsboro School District
Address	3083 NE 49TH Pl. Hillsboro, OR 97124
Contact Name and Title	Don Wolf, Director of Technology; Ryan Hoxie, Innovation Strategist (was responsible for deployment of Schoology in the District)
Phone	503-844-1500
Email	wolffd@hsd.k12.or.us; hoxier@hsd.k12.or.us
Description	

Capabilities, Capacity and Availability

a) Briefly discuss each of the individual key team members' relevant professional experience and capabilities as it relates to this project. Briefly discuss the availability of all key personnel for the scheduled time frame of the proposed project, and identify their proposed location during provision of the requested services. Additionally, discuss the capacity of the proposed team, as a whole, to accomplish the work.

Jeremy Friedman (Chief Executive Officer) - As Co-Founder and CEO, Jeremy manages all areas of the company including operations, sales and marketing, product development, and corporate strategy. Jeremy's first priority is to ensure that the product vision and Schoology platform experience exceeds the expectations of its users each and every day. Since founding Schoology in 2009, Jeremy has hired a first-class management team, navigated the company through multiple financing rounds and successful preparations for rapid growth. Today, Schoology is a growing team of 130 employees supporting over 8 million users across the world. Jeremy has provided expertise in every aspect of implementation and deployment of the Schoology application administration, integration and customization. Jeremy graduated from Washington University in St. Louis with a Bachelor of Arts in Economics and Computer Science.

Ryan Hwang (Chief Project Officer) - As Co-Founder and Chief Product Officer at Schoology, Ryan Hwang is the head of product development. Ryan's teams are responsible for executing on the product vision and company strategy by building a best-in-class user experience. Through Ryan's leadership, Schoology has delivered a CODiE award winning solution 2 years in a row, most recently, winning the overall CODiE awards, as the Best Overall Education Solution. Ryan graduated from Washington University in St. Louis with BSBA in Marketing and International Business.

Michael Brinkman (Vice President of Engineering) - Michael joined Schoology as VP of Engineering in October of 2014. At Schoology Michael is responsible for product, design, engineering, quality, and platform operations. Prior to joining Schoology, Michael was VP of Engineering at Spredfast, a leading social media marketing platform. While at Spredfast, Michael managed the engineering organization's 10x growth over three and a half years and was responsible for process, architecture and delivery. Prior to Spredfast, Michael spent five years at Zilliant where he left as a Software Architect responsible for technical direction and product coordination across the product management, design, engineering and quality assurance teams. Prior to Zilliant, Michael worked on large scale trading systems, cryptographic toolkits, and a variety of early e-commerce applications. Michael received his BS in Computer Science from Trinity University.

Norm Weissberg (Chief Revenue Officer) - Norm is a member of the executive leadership team reporting directly to the CEO. Norm is responsible for the strategic direction of the company, ensuring its daily operations are in alignment with the company's long-term goals while helping to solidify Schoology as a market-leading Learning Management System (LMS) used by educators and students around the world. Prior to his time at Schoology, Norm spent 15 years as the Vice President of Sales at Vocus, a cloud based marketing and public relations company. Norm helped transition Vocus from a privately held company to a publicly traded one. Norm has extensive experience in executive leadership and sales management improving overall business effectiveness. Norm graduated from the University of Maryland with a Bachelor's of Science in Business.

Kim Bolz-Andolshek (Regional Vice President, West) - Kim is based out of the state of Minnesota and currently works with school districts across the West Coast. She also is the managing Vice President for the West Coast team. Kim has worked in the educational technology space for many years. This professional experience paired with her years serving on her local school board has given her an in depth understanding of public school districts' challenges, opportunities and goals. Understanding the landscape of public education has helped her guide districts through their vision and she helps to create the roadmap of how Schoology can successfully help the district achieve those goals. Kim has served three terms as an elected school board member in the state of MN in her hometown. She is currently serving as chair of the board for the 5th time since the start of her tenure in 2004. Kim will serve as a Senior Advisor to SPS to ensure successful implementation.

Julie Yoon (Director of Client Support) – Julie manages Schoology's Client Relations team, focused on the development of superior general support and advisement during critical transition phases of implementation. She has worked with clients on both the macro level of planning as well as on configurations specific to the school. Prior to joining Schoology, Julie taught English abroad and directed an English academy, where she won an award for leadership in curriculum reinforcement and LMS integration in the classroom from her peers and company executives. Julie holds a Bachelor of Arts degree in Art, Media, and Cultural Studies from New York University, from which she

graduated with Honors. Julie will apply her background in working with some of the top-30 largest districts in the US to insure first class support for SPS.

Colleen St. John (Director of Implementation) – Colleen manages Schoology's Client Consultant team to assure every client successfully implements Schoology within their organizations. Colleen has brought her extensive background in teaching to design effective implementation and training strategies for clients to follow when implementing Schoology. Colleen manages the client consultants in communicating cross-departmentally between sales, support and product development team in order to assure that every client's individual needs are met. Colleen's team will work with SPS to dovetail on overall goals and develop training and implementation strategy that will assure SPS meets all of the necessary milestones when implementing Schoology. Colleen is a licensed teacher and holds a MA in Education Administration from Notre Dame de Namur University and a BA in Liberal Studies from San Diego State University.

Lisa Rudge (Director of Professional Development) - Lisa is the Director of Professional Development at Schoology and leads the professional development team. Lisa will consult with SPS to schedule Professional Development. Prior to her time at Schoology Lisa was Director of Implementation and Training for T-N-T Educational Consulting for 9 years. Lisa has extensive experience in conduction System Administration Training and End User Training and managing teams to roll out training plans. Lisa also has extensive experiences consulting with districts on best practices for tracking standards and implementing standards based grading. Lisa manages a team of trainers and professional development initiates to insure clients are highly knowledgably and self-sufficient on the Schoology platform. Before her time spent in Professional Development, Lisa was a High School Math and Business Teacher for 6 years. Lisa has a BA in Mathematics and Business Administration from Adrian College in Michigan.

Lindsay Kapsa (Client Success Specialist) - Lindsay is a member of the Schoology team as a Client Success Specialist and has spent nine years in the education field. Lindsay will be your primary Project Manager. Lindsay is a strong communicator and project manager, providing a world class implementation experience for Schoology customers. Prior to joining the software industry, Lindsay was a classroom teacher and school administrative representative and has also worked at the district and state levels in designing and implementing curriculum, benchmarks, and testing. Lindsay holds a Master's degree in Educational Leadership from the University of Central Oklahoma with a focus on school curriculum and administration, as well as a Bachelor's Degree from the same university in Elementary Education.

Katie Eck (Professional Development Specialist) – Katie has enjoyed a ddynamic professional development career spanning K-12, secondary and corporate education technology organizations. Katie has more than 16 years of experience leading online professional development programs. Accomplished teacher trainer for industry-leading learning management systems including Schoology, Blackboard and Desire2Learn. Katie Eck was an Online Professional Development

Coordinator for the largest district in Colorado (85K students), Jeffco Public Schools from 2009-2014, managing online PD content development and serving as a Schoology trainer. Previously, she managed several federally-funded online PD programs for Rocky Mountain PBS such as PBS Mathline and PBS Teacherline. Before entering the world of teacher professional development, she worked on education policy issues as a legislative aid for a US Congressman. Katie has an MA in Educational Technology Leadership from George Washington University; and a BA in Political Science from Trinity University.

b) Briefly describe your team's general understanding of the project. Include any special issues that affect the project, as they relate to reliability and delivery.

Schoology understands Seattle Public Schools goals of this project to be the following:

Integration:

Seattle Public Schools needs an LMS partner that can integrate with PowerSchool. The ideal platform will have an API integration that allows for two way grade pass back. The firm chosen will work in tangent with Seattle Public to manage the process of integration from start to finish. In addition to PowerSchool integration SSO is a requirement of the project.

Ideal Deployment Scenario:

Phase 1: Bring all secondary students on the LMS (around 25,000 students) at start of SY 15-16

Phase 2: Bring all elementary students on the LMS (around 29,000 students) at the start of second semester

If Seattle Public Schools are unable to make the school start timeline, they may have to make a decision whether we migrate all students in one go or have a mid-year implementation for secondary and SY16-17 start of school implementation for elementary.

Schoology does not foresee any issues on our end that would delay the project start dates. We will have an onsite planning team in place to ensure we understand the project specifications prior to deployment. This team has a strong understanding of our long standing integration with PowerSchool and have successfully deployed several customers using this SIS.

Please provide documentation to support Section III.A, 11.0 Compliance requirements of the solution.

Schoology was built around considerations for Accessibility. Please see Appendix A: Schoology and Accessibility.

SYSTEM REQUIREMENTS MATRIX

SOLUTION NAME: _____Schoology Enterprise Edition_____

Please complete all sections below to provide in your proposal response.

	1.0 ACTIVE LEARNING AND COLLABORATION	SOLUTION MEETS DISTRICT'S NEED? (Please describe)	AVAILABLE OUT-OF-BOX? (Y/N)	REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)	WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)
1.1	Intuitive discussion board design allows all users of all abilities to navigate easily among posts, threads, and forums, and to search content.	Teachers can easily create course or group discussions at any time, which are threaded and neatly organized. A single topic can be discussed with students replying in a controlled environment, by the teacher. Users can reply in-line to one another, attach files, embed links and video, and record video or audio to their posts. For ease of use, Schoology discussions have a comment timeline to efficiently allow the teacher to review the natural progression of the conversation. Teachers have the ability to filter by user and see how many comments have been made.	Y		
1.2	Solution provides peer review tools with flexible group assignments (random; instructor-assigned; student	We recognize that instructors aren't always the only people that are tasked with evaluating and reviewing a student's work. Students are often tasked with reviewing other student work to help provide better insight and integrated learning within the classroom. Because of this, Schoology will be working on a Peer Review feature that	N		This feature is on the roadmap for 2015.

	self-enroll) options.	will allow instructors to have students review each other's work and provide feedback before the final grading process.			
1.3	Solution allows users to submit assignments online	The Dropbox provides an interface for students to submit files for revision and/or grade. It also allows for instructors to return files with comments, which can be written, audio or video. A full suite of annotation tools are also available to use for feedback.	Y		
1.4	Solution allows teachers and students to provide audio, video, or written feedback on assignments	Educators can view their students' submissions, grade them, annotate them, drop them back and even leave written or video comments with the option to attach files for the most effective guidance.	Y		
1.5	Calendar links to assignments and activity due dates	Schoology calendars are associated with every course, group and school that the user belongs to. Any time an event with a date (e.g. course, group, school, district, etc.) is created or changed, it is automatically aggregated on the user's personal Schoology calendar. When the instructor creates an assignment, assessment or something required with a due date it is automatically posted to the students' calendars. Learners can also schedule events, meetings, tasks and have a full array of tools to categorize these appointments as well, including the ability	Y		

		to create calendar events with the option to RSVP.			
1.6	Users have the ability to subscribe to the calendar and integrate it with their personal calendars	Schoology calendars can be integrated with personal calendars via iCal links. With Google Apps integration, this can be synced to or from Google Calendar as well. This compiles into one incredibly useful calendar with drag and drop functionality. Syncing the calendar is a simple process that the user chooses during account set up. Schoology's mobile android and iPhone or iPad apps keep users connected with their calendars on their mobile or tablet devices.	Y		
1.7	Solution has audio/video recording ability.	Audio and video recording is possible wherever a student or teacher can create text, including graded objects such as quiz/tests, discussions and written assignments.	Y		
1.8	Solution allows instructors to create and manage collaboration groups for students.	Yes. Schoology supports groups, which can be created in several ways. Groups are unique interest areas for the establishment of discussion forums, file and resource sharing, calendars and more. Schoology Groups can range from Professional Learning Communities (PLC), to a simple book club, or a Social Studies class group for a class project. Customizable privacy controls determine the level of access required to join any group and are always	Y		

		moderated by a teacher, sponsor, administrator etc. As a role-based environment administrators control what kinds of Groups any user-role is permitted to join. By taking advantage of Schoology's API, districts or schools can automatically enroll users in specific user groups based on roles within the organization. The purpose of these unique Schoology tools is to safely share, rate and collaborate not just on instructional content and curriculum, but also for best practices and methods of instruction. Educators may choose to make their profiles available to their peers (as permitted by administrators) and connect in the secure Schoology network to communicate and collaborate for any number of reasons. Schoology Groups provide a forum to join a global user base in themed public conversation areas. Filters (meta-tagging) enable quick sorting of relevant topics and activities for the user with summaries and ratings, helping to save the educator valuable time in evaluating what's best for their class. All users are encouraged to share their favorite resources in this true Web 2.0 community. Teachers can easily collaborate and share their best practices, information, materials and ideas in a Schoology group whether at a local level (school, district, department)			

		or through the global community groups. Schoology provides access to the global community Groups available to manage student interests, but districts or schools can also participate and gain unique insights into others who are passionately pursuing such methods as Blended Classrooms or Flipped Classrooms, all through the Schoology community. Schoology's grading groups allow teachers to group and grade students together. Teachers can create and assign assignments and activities individually or to groups of students who need assistance with the same concept. This functionality gives teachers the highest degree of flexibility in distributing learning activities among students.			
1.9	Solution offers resource sharing allowing all users assigned to that course to contribute.	Unlike other LMS vendors that are course driven, Schoology offers a true Learning Object Repository (Public Resources) that all users can contribute to or access for materials storage and retrieval for their courses. Schoology actively promotes the ability to collect, store and even share resources from peer-to-peer, programs, schools and districts through personal, group or public resources. Personal resources allow the user to save a collection of his/her own specific content or aligned item banks for use in a course, assignment, or assessments; the group	Y		

		resources function collects materials for activity, study, education or global Schoology community educator users. Adding content to the LOR, or teachers' resources is menu-driven and logical; simply by choosing the type of file or collection and importing it, the resource is saved. Various video, audio text, interactive content and image files can be linked, categorized and shared. Loading files also includes video, audio and other file types.			
1.10	Solution allows students/parents to opt in to alerts for course updates	The Schoology Home page contains a Recent Activity Feed that includes announcements and activity from all of a user's Courses and Groups. Users have the ability to receive email or text (SMS) notifications when announcements are made.	Y		
1.11	Solution has a single interface serving users role-based content.	Schoology's easy to use system is created in part by the flexibility and ability to customize the roles for each school or district. Schoology is a blank slate role-based system that allows administrators to develop an infinite number of roles that can be configured to have different levels of access and permissions. District or school administrators have the ability to create designated roles and permissions through the account user management interface. By default, Schoology creates Student (and Parent if required), Teacher	Y		

		and Administrator user roles and assigns each role a set of permissions. Both the role names and the applied permissions can be customized at any time. In addition to default roles, Schoology allows an administrator to define new or customize existing role names and corresponding permission sets. Within the permission sets, an administrator can define who has the ability to access specific information. This means that a "super-admin" can specify that a "school administrator" can only administer information at his/her specific school building, while the "super-admin" can administer information for all schools within the district. These permissions are broken down per realm (e.g. course, group, and user) and can be defined per building. A detailed list of permissions is associated with each user including:			

- Configurable multiple user roles
- Allow Observer/Mentor account access
- Roles included within a department (i.e. teacher, administrator, student)
- Can control what appears on the homepage
- Roles include site authority & district authority hierarchies
- Monitor message boards

		• Administrators can easily change users from one role to another • Accessible inside/outside the Districts firewall • Be assigned by user • Approve of users • Control who can upload content • Approval of Content			
1.1 2	Solution offers video conferencing features.	Yes. Schoology integrates with BigBlueButton, so that sessions are created and scheduled within Schoology. The user would then have a link, directly from Schoology, that would log him/her into the conference without ever leaving Schoology.	Y		
1.1 3	Solution supports varied file formats (i.e office documents, pdf, txt, wmv, mp4, mp3, html5, etc.	The Schoology document viewer can convert media from nearly 200 hundred file types accessible via a browser. The same hold trues for video. Teachers also have the ability to add resources to and from their Google Docs, and other shared resources. A large variety of file formats, including common formats such as doc, docx, ppt, pptx, xls, xlsx, etc. are automatically converted into a format that can be previewed in a browser without requiring any specific application. For instance, a student who does not have access to	Y		

		Microsoft Word would still be able to view and search a Microsoft Word document uploaded to Schoology.			
1.1 4	Solution allows users to do batch file uploads.	Yes. Schoology allows for batch file uploads and downloads.	Y		
1.1 5	Solution allows instructors to push announcements to members of their class.	All updates and announcements are made available on a live activity feed located on each user's homepage and within a course/group profile. Users have the ability to receive email or text (SMS) notifications when announcements are made.	Y		
1.1 6	Solution provides an internal messaging platform for students and instructors to communicate with each other.	Schoology provides a secure and configurable messaging engine that can connect to external email systems (e.g. Google, Outlook, etc.). From system-wide announcements to personalized messaging that corresponds to configurable roles and permissions, Schoology provides a safe and effective alternative to email. Comprehensive word filters allow administrators the ability to regulate all messaging content to ensure a constructive, academic environment. Schoology's safe and secure messaging system allows users to message, text and communicate with each other through user defined notifications. Schoology categorizes notifications by Academic, Group, School and Personal. In addition to basic messaging, Schoology's enhanced communication	Y		

		provides extensive options for different message types. From system-wide announcements to personalized messaging that corresponds to configurable roles and permissions, Schoology provides a safe and effective alternative to email.			
1.17	Solution offers the ability to provide online courses for staff, students, parents, and community members.	Schoology is a blank slate role-based system that allows administrators to develop an infinite number of roles that can be configured to have different levels of access and permissions, including course access for staff, students, parents and community members.

Course Elements
Instructors can easily build learning paths from course elements by organizing content into folders that provide sequential access to material. Content can be released by time/date allowing instructors to provide autonomous learning paths.

Course Features
Courses and content are controlled by access control. Instructors have the ability to designate that only students of a particular course can see material. Subsets of the course can be categorized as well to allow further granular control, preventing access to the course roster while still showing the rest of the material. Students | Y | | |

		can post discussions which can be graded by the teacher.			
		Templates/Catalogs Course and content templates can be created, managed and shared via the Resources area. This allows users to pick and choose desired material for import into other courses in a single click. Entire courses, or course templates, can be obtained by simply choosing to "Copy section."			
		Course Creation Schoology allows for native course creation via several methods: users may manually create courses, import courses from a file or SIS, or programmatically create courses via the Schoology REST-based API. Courses can be created in a number of ways; by an instructor (though this can be disabled via a permission), by an administrator either manually or imported in bulk, or programmatically via the Schoology API. Schoology also offers several optional methods for enrollment creation: by the instructor of a course selecting from a list (which can be disabled), by the student using an access code by an instructor (which can be disabled), by an administrator (either			

		manually, or imported in bulk) or programmatically via the Schoology API. **Course Delivery** Schoology meets the needs of all different types of teaching styles. For instructors that want to quickly update their online courses, Schoology provides a "Post" feature on the instructor's homepage that allows users to create certain material (e.g. assignments, events, and announcements) and instantly post the material to their course(s) and/or group(s), which drastically reduces the amount of time instructors need to spend updating their online environments. To build out more robust online courses, Schoology allows for courses to be structured using content folders, which can contain any content type. These folders can also provide sequential organization. Students and instructors are informed of new assignments, test/quizzes and events via a notification system and notification alerts. These alerts can be customized on an individual basis. Students and instructors are reminded of assignments and due dates via personal upcoming planners on their homepage and an aggregated calendar. A user calendar can be added to an external provider via a Schoology iCal feed, enabling a user to		

		view Schoology events in a user's native calendaring application. Schoology offers an internal messaging system where instructors and students can communicate and share files/links. The internal messaging system can be filtered, as well as monitored, from an administrative aspect. Schoology also communicates via Schoology's digital Dropbox. The Dropbox provides an interface for students to submit files for revision and/or grade. It also allows for instructors to return files with comments.			
1.18	Solution offers the ability to create online forms.	Schoology provides easy-to-use tools for creating polls and surveys from the homepage and within each course. In Schoology, a Google Drive app is also available as one of the Resource Apps, which you can use to integrate third-party content directly into the Resource Center. This allows access to all of your Google Drive content, including Google Forms, from your Schoology Resources.	Y		
1.19	Solution offers the ability for users to take notes or contribute to discussions while watching a video.		Y		

1.2 0	Solution has a method for confirming course completion.		Y		
2.0 SOLUTION INTERFACE		**SOLUTION MEETS DISTRICT'S NEED? (Please describe)**	**AVAILABL E OUT-OF-BOX? (Y/N)**	**REQUIRES ADDITIONA L LICENSE/ 3RD PARTY? (Y/N)**	**WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)**
2.1	Solution offers web-based features accessible from any internet connection.	Schoology is a Software as a Service (SaaS) platform, 100% cloud-based learning management solution offering browser support for Internet Explorer 9 and above, Chrome, Safari and Firefox 3.5+.	Y		
2.2	Solution interface is easy to use and offers breadcrumb-like navigation.	Schoology harnesses the power of social networking to create a dynamic, real-time, interactive and community-based learning environment and enables education without walls. It provides an opportunity for administrators to create a digital environment that includes all of the social aspects of academic life, while meeting all the legislative and instructional demands of the board and the state. Students log in to Schoology not only for course materials, dynamic resources, homework and classwork, but also for updates, real-time, collaborative communication, and school or district event information; making Schoology a lynchpin of a district's digital culture. When students are checking for	Y		

		updates to their social organizations, as well as their homework, it thrusts itself into the mobile and digital culture of students that they're familiar with outside of school. Schoology's intuitive technology fosters meaningful academic collaboration by facilitating professional development through the sharing of best practices and digital content within Schoology's powerful network and easy-to-access centralized resource library. Schoology supports global learning communities where educators can connect with their colleagues around the world or across the hall. Educators and their students benefit from the enhanced communication, strategies and shared ideas of a community of education professionals. Because the interface mirrors popular social networking sites, educators are able to quickly and intuitively integrate Schoology into the classroom with little or no training. Schoology reaches students through authentic communication, real collaboration, and increased access to curriculum and supplemental content aligned to state and common core standards. Schoology is affordable to implement, easy to use, and virtually effortless to maintain. Your users will embrace Schoology because it's an intuitive, familiar technology that			

		streamlines administration and improves the learning experience.			
2.3	Solution interface offers drag and drop functionality.	Users will be able to drag and drop folders within a course or lesson and drag and drop items on their calendars.			
3.0 GRADEBOOK AND ASSESSMENT		**SOLUTION MEETS DISTRICT'S NEED? (Please describe)**	**AVAILABLE OUT-OF-BOX? (Y/N)**	**REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)**	**WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)**
3.1	Solution allows instructors to create and design online assessments.	Schoology has a sophisticated assessment maker included in the functionality of our solution. Schoology supports True/False, Multiple Choice, Short Answer, Ordering, Fill in the Blank and Matching. Schoology's assessment engine allows for rich-text editing and the input of math formulas, links, symbols, images, LaTex and special characters. In addition, Schoology extends its assessment functionality in valuable ways by providing support for: • Item Banks • Randomize questions • Randomize answers within questions (e.g. Multiple Choice) • Timed Questions in addition to the ability to have Timed Assessments	Y		

		(e.g. you have 1 min for question 5 rather than 10 minutes for entire test) • Ability to set 1 question per page versus creating custom pages When creating the assessment, the teacher has the ability to change the settings to randomize the order of the questions, the order of answers in question types with multiple options (e.g. matching, multiple choice) and also set up availability to offer the assessment before/after a certain date or between set dates and/or times. Question banks can be created centrally to organize test questions. Via the Resources area, these banks can be shared for use both locally and globally. All types of media can be included in questions (e.g. images, video, audio, interactive activities, etc.). Test questions can be pulled from a variety of areas, including multiple banks. A teacher can then create multiple quizzes that make use of different question banks, allowing differentiated instruction without recreating any questions. Upon creating questions, an instructor has the ability to customize feedback. While viewing quiz results, a teacher can leave specific comments for students. Schoology offers several different options for retaking or retesting: the teacher has the ability to allow students to take the assessment several times, while recording			

		the highest score, average score or dropping the lowest score. The teacher can also "unsubmit" a student's assessment submission to allow him/her to take it again or continue if the assessment was exited by mistake. A teacher has the ability to set up assessment categories from the Schoology Gradebook, which can be applied to all types of graded items (quiz, major grade, exam, etc.). Schoology includes the use of a simple Polling tool on the Home screen for all users making a "Post" to the general activity feed. In addition to polls, Schoology easily embeds links to tools like SurveyMonkey to perform more sophisticated surveys for course evaluations or other member related purposes within the iFrame of Schoology.			
3.2	For in-built online assignments, system allows instructors to monitor progress in real time.	As students submit and participate in online activities, including assignments, Schoology provides real-time updates to the instructor.	Y		
3.3	Solution allows users to use a mobile or tablet for students to take online assessments.	Schoology was conceived and developed as a cloud-based, SaaS solution with a focus on mobility. Unlike most LMS providers, mobile was not an afterthought for Schoology. Schoology's free native mobile apps extend the CODiE-award-winning LMS to Apple, Android and Kindle Fire mobile devices. Instructors can instantly create updates and messages,	Y		

		organize events and keep everyone in the loop with Schoology's intuitive interface on their mobile devices. A cost-effective yet powerful solution for 1:1 and BYOD initiatives, Schoology's mobile apps provide a complete Blended Learning experience for both teachers and students. Interactive discussions, dynamic assessments, peer-to-peer collaboration, online grading, calendaring, messaging and even professional development are just a few uses for these robust mobile applications. It is the mobile apps' capacity to personalize learning and complete the teacher/student workflow (i.e., assignment creation to grading) that makes all of the above possible.			
3.4	Solution offers a single gradebook interface for instructors	Schoology provides an internal Gradebook from which reports can be exported for synchronization with an external gradebook. Schoology keeps track of Unique IDs from external systems to allow the seamless transfer of information back and forth between providers. Using the Schoology API, integrations can easily be built with a third-party gradebook. Alternatively, an administrator can disable the gradebook functionality within Schoology.	Y		
3.5	Solution has a gradebook that	Schoology enables instructors and curriculum specialists to easily align	Y		

		content, assessments, and rubrics to Common Core, State Standards, or custom learning outcomes. Standards or outcomes-aligned test and quiz questions can also be archived for quick and efficient assessment creation.			
	supports standards-based grading.				
	4.0 MANAGE LEARNING CONTENT	**SOLUTION MEETS DISTRICT'S NEED? (Please describe)**	**AVAILABLE OUT-OF-BOX? (Y/N)**	**REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)**	**WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)**
4.1	Solution provides intuitive, robust tools to incorporate multimedia in all elements of LMS, including assessments.	Schoology allows for content authoring with a rich text editor. Creating content is menu-driven and logical. Various video, audio text, interactive content and image files can also be included, categorized, aligned to standards and shared. Schoology uses TinyMCE, www.tinymce.com, as our WYSIWYG editor throughout the entire application. Schoology provides its rich text editor functionality within each area of the platform and can be used from a mobile device.	Y		
4.2	Solution has customizable course layout and design options.	Schoology can be custom branded to match any look and feel. Custom themes can be applied to the School District or each, individual school. Custom front pages can be developed and can include login fields for Single Sign-On. This includes, but is not limited to, background	Y		

		color, logos, icons, format. You will have the ability to use a custom domain or sub-domain. Each classroom would intentionally have the same look and feel so that users do not have to learn a different interface for each place they go in Schoology. We believe that Schoology's carefully considered, familiar and consistent user interface (three column design) is a hallmark of our customers' widespread adoption. Because the Schoology interface mirrors popular social networking sites, educators are able to quickly and intuitively integrate Schoology into the classroom with little training. Schoology reaches students through authentic communication, real collaboration, and increased access to curriculum and supplemental content aligned to state and common core standards. Because of our consistent design, Schoology is easy to use, and virtually effortless to maintain. Your users will embrace Schoology because it's an intuitive, familiar technology that streamlines administration and improves the learning experience.			
4.3	Solution allows drag and drop content creation and management.	Content can be imported, tagged, and can be organized via drag-and-drop functionality.	Y		

			AVAILABLE OUT-OF-BOX? (Y/N)	REQUIRES ADDITIONAL LICENSE/	
4.4	Solution allows users to search courses and share content across different classes and instructors.	Schoology's search functionality allows users to easily search for content and resources within their private, group or public resources area. Searches can be run to look for resources by key word, content type or even by state standard alignment. Courses and resources can be easily shared in Schoology.	Y		
4.5	Solution offers students the ability to maintain their personal work portfolio.	The Portfolio allows a user to easily share and showcase their work in a secure and easy-to-use manner.	Y		
4.6	Solution allows translations for its interface for the following languages: Spanish, Vietnamese, Somali, Russian, Americ, Tagalog.	Schoology's core platform is available in a handful of different languages, including Spanish, Malay, Arabic, English, Chinese (simplified), French (Corporate), and German. Schoology does not automatically translate user-created materials, but any native web-browser's translation functionality can accommodate translated text.	Y		
4.7	Solution allows unlimited storage.	Unlike most LMSs that charge for storage—a penalty for adoption and success-—with Schoology there is no additional fee for content storage, so all of your assets can be live, available and accessible at any time.	Y		
5.0 REPORTING AND DATA ACCESS	**SOLUTION MEETS DISTRICT'S NEED? (Please describe)**		**AVAILABLE OUT-OF-BOX? (Y/N)**	**REQUIRES ADDITIONAL LICENSE/**	**WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)**

			3RD PARTY? (Y/N)	
5.1	Solution offers teachers the ability to see the workload of all their students.	Schoology, in conjunction with Palo Alto Unified School District, developed Course Workload Planning. The workload planning feature is available in every course section to help teachers determine student workload in Schoology.	Y	
5.2	Solution allows end-users access to analytical tools (i.e. # of assignments missing; user login statistics)	Schoology has multiple levels of analytics to allow teachers and administrators to view and analyze data within the system. Tracking usage and interactions in the platform can be done on both a course and school/district wide level. On the course level, teachers can see analytics broken out by Course, Users, Assignments, Discussions, and Links. Administrators and teachers will be able to find individualized usage statistics for each student in the course. Summary data such as last login date, last course access, total time in course, and total number of posts can all be seen in the initial view. One more click will reveal more data on their interactions and activity for course items like Assignments, Quizzes, and Discussions. For each of these items, you will find information about first access, last access, total time spent on an item, first submission, last submission and total action counts.	Y	

		Schoology provides administrators quick and easy access to valuable data with every click of the analytics feature or icon. The School analytics tab is simply and intuitively presented allowing users to choose schools or users to view. From school data to course data and even student details, Administrators can easily continue to click and drill down to see important data. Detailed Performance Analytics are available for every graded and Assessment item. Administrators can utilize analytics transactional reporting and system logs to generate reports and export data from the system. Using the "School Analytics" tab, teachers or administrators have access to a "users" tab where they can track student activity for courses on a course or school-wide basis. This information can be generated for a selected set of users or exported in bulk. With Schoology's App Center, the district has the ability to build a proprietary report writer or integrate with a third party tool that is already being used. On a School-wide level, administrators can also track overall usage and adoption of the platform. Administrators can go to School Analytics in the left menu to access this area, which contains analytics broken out by School, Users and System Logs.			

| | | The School tab displays overall usage statistics for all schools in the district. This information includes total visits, total/average page views, average time per visit, total comments posted, total submissions and total files uploaded. Each type of data can be individually graphed by clicking on the blocks at the top. This will then allow admins to break down the statistics by role (Faculty, Student, Parent) or by School within the District. Schoology also provides detailed analytics to assess student performance and attainment on standards alignments and learning outcomes (including state and other custom learning outcomes) in an area within the course called Mastery. This area can be accessed from the Course profile > Gradebook > Mastery on the left menu. Mastery allows instructors to track and measure each student's understanding and mastery of concepts. The initial view has a gradebook-style layout that allows instructors to quickly assess overall student Mastery on each alignment. Star icons indicate that Mastery has been achieved on these standards, while a progress bar at the top shows overall class progress towards mastery for all students. There is a Mastery Settings option in this area that allows instructors to customize how the overall scores for each standard/outcome are calculated (average | | | |

		or highest score). This settings area also allows instructors to set the different thresholds for assessing student attainment: Meets Expectations, Exceeds Expectations, Does Not Meet Expectations. Each of these different attainment levels are colored differently for quick visual reference. Instructors can also set the criteria for Mastery by selecting how many times a student must achieve at least a "Meets Expectations" score on an individual item aligned to the standard in order to be considered as having mastered their understanding on each concept. The Mastery score a student receives on each item for a particular standard/outcome can be different from the scores displayed in the Gradebook. In order to provide the most accurate scoring possible, Schoology will calculate alignment specific sub-scores for each item to ensure that grades for other standards/outcome do not factor in. This means if a quiz has multiple questions each aligned to different standards, the Mastery score for that quiz on a particular standard will only factor in questions that are aligned to the same standard. The same applies for rubric-based scoring on assignments or discussions. SPS will benefit greatly from Schoology's advanced analytics and reports. Schoology is a cloud based system but includes a			

		REST API that provides access to analytic information that can be accessed in a safe manner, preventing any potential harm to live data. End users can utilize transactional reporting and system logs to generate reports and export the data without the use of custom scripts or code. Statistical analysis is available to the teacher as seen below by a simple click of the charts icon. Assignments, assessments or any graded item can be linked to a standard or outcome, and teachers (and administrators) can see valuable and meaningful performance data. This data can be viewed by student, by standard and by Mastery. The Class Mastery tab allows the teacher can see an individual student's performance on specific Common Core Standards as compared to the entire class. A click on the student's name can show the individual student's performance on specific Common Core Standards or a comparison to the entire class's performance.			
5.3	Solution allows SPS to query and modify their data using at least one of the following methods:	Schoology provides SPS the ability to query and modify their data using a web service API. The Schoology API is a RESTful API, and can return data in either JSON or XML format. All Create, Read, Update, and Delete operations are	Y		

	- Through a web service API. - Through SQL queries to the database.	supported, and anything accessible from the interface is also available from the API.			
5.4	Solution allows SPS to export their data using at least one of the following methods: - CSV (or other text-delimited) data file download. - Export via a web service API.	SPS will benefit greatly from Schoology's advanced analytics and reports. Schoology is a cloud based system but includes a REST API that provides access to analytic information that can be accessed in a safe manner, preventing any potential harm to live data. End users can utilize transactional reporting and system logs to generate reports and export the data without the use of custom scripts or code. Statistical analysis is available to the teacher as seen below by a simple click of the charts icon.	Y		
5.5	Solution provides the ability for the district or vendor to create custom reports for SPS.	SPS will benefit greatly from Schoology's advanced analytics and reports. Schoology is a cloud based system but includes a REST API that provides access to analytic information that can be accessed in a safe manner, preventing any potential harm to live data. End users can utilize transactional reporting and system logs to generate reports and export the data	Y		

			AVAILABLE OUT-OF-BOX? (Y/N)	REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)	WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)
		without the use of custom scripts or code. Statistical analysis is available to the teacher as seen below by a simple click of the charts icon. Our implementation team can show SPS how to create custom reports by utilizing either the API or exports, and making use of an ETL tool.			
	6.0 MOBILE APPLICATION	**SOLUTION MEETS DISTRICT'S NEED? (Please describe)**			
6.1	Solution has a mobile-friendly interface.	Schoology was conceived and developed as a cloud-based, SaaS solution with a focus on mobility. Unlike most LMS providers, mobile was not an afterthought for Schoology. Schoology's free native mobile apps extend the CODiE-award-winning LMS to Apple, Android and Kindle Fire mobile devices. Instructors can instantly create updates and messages, organize events and keep everyone in the loop with Schoology's intuitive interface on their mobile devices. A cost-effective yet powerful solution for 1:1 and BYOD initiatives, Schoology's mobile apps provide a complete Blended Learning experience for both teachers and students. Interactive discussions, dynamic assessments, peer-to-peer collaboration, online grading, calendaring, messaging and even professional development are just a	Y		

		few uses for these robust mobile applications. It is the mobile apps' capacity to personalize learning and complete the teacher/student workflow (i.e., assignment creation to grading) that makes all of the above possible.			
6.2	Solution has a mobile application for all major mobile platforms (i.e. iOS, Android).	Schoology's free native mobile apps extend the CODiE-award-winning LMS to Apple, Android and Kindle Fire mobile devices.	Y		
6.3	The mobile application supports all major functions in the LMS.	**Teacher/Student Workflow** Schoology's mobile apps support a variety of workflows. The Schoology iPhone app navigation menu allows you to quickly navigate to each essential location on the Schoology App. **Creating Instructional Materials** Using Schoology's mobile apps, educators can post updates and create media-rich instructional content and formative assessments. Educators also have the option to enhance their content by attaching files—including documents, videos, and pictures—from their Personal, Group and School resource repositories in Schoology. **Viewing Content**	Y		

| | | All content in Schoology is accessible through the apps. Schoology-specific content such as discussions and quizzes are interactive, whereas files that are uploaded into the platform are view only. All third-party files can be opened from Schoology either directly in the platform or by using the Open In function to choose other apps that support them (as shown below).

Some files cannot be viewed in Schoology. These will prompt the user to open the file in a compatible third-party application.

Submitting Work as a Student
Students can create and submit their homework directly through the mobile apps by typing a text submission, taking a photo, or recording video. They can also upload files into Schoology and submit them into the assignment Dropbox.

To work from a third-party app such as Office or Notability, the student can complete his/her homework and simply upload his/her document into Schoology.

Reviewing Student Work
To complete the teacher/student workflow, educators can view their students' submissions, grade them, mobile annotate them, drop them back and even leave written or video comments with the option | | | |

to attach files for the most effective guidance.

Mobile Annotations
Teachers can annotate with ease. From the mobile app, teachers can open asignments submitted by their students and highlight text, strikeout text and leave comments.

Grading
Teachers can quickly and easily view and edit their students' grades.

Receiving Notifications
Educators and students can choose to receive notifications informing them of new materials, comments and posts.

7.0 INTEGRATION WITH POWERSCHOOL	SOLUTION MEETS DISTRICT'S NEED? (Please describe)	AVAILABLE OUT-OF-BOX? (Y/N)	REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)	WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)
7.1 Solution allows for frequent automated and scheduled population of classes and users from PowerSchool.	Schoology has developed a Student Information System (SIS) integration platform that enables Schoology to integrate with any SIS that provides a web services API. The integration provides a seamless method for keeping Schoology populated with users, courses, school and enrollment data. It also provides the ability for Schoology to transfer grade and assignment data into PowerSchool.	Y		

		Schoology will pull the following information from PowerSchool:			
		• School building information			
		• Users (staff and student accounts)			
		• Grading periods/terms			
		• Courses, Sections and Enrollments			
		Important Note: All of the information listed above will be managed in PowerSchool and changes and updates will be transferred seamlessly to Schoology. However, it is important to note that in order to keep a consistent data model, any changes or updates made in Schoology will **not** be transferred to PowerSchool. You can add additional courses and users in Schoology that are not in PowerSchool without affecting your PowerSchool instance. This option is helpful if you want to do cross-school enrollments or if you have guest instructors, or if you have advisers that are not in PowerSchool.			
7.2	Solution can add, delete, and update classes and users through at least one of the following methods: - Solution provisions directly	As a district, you may determine the frequency of updates between the two systems. The following options are available: • Manual (the system admin must manually sync the PowerSchool app in Schoology)	Y		

	from PowerSchool (such as queries to the PowerSchool database or calls to the PowerSchool API) – preferred. - Scheduled import of CSV (or other text-delimited) data files.	• Scheduled (the syncing can occur on an hourly or daily schedule) • Live Sync Schoology Grades with PowerSchool sends graded items and grades from Schoology to PowerSchool.			
7.3	Solution integrates assignments and grades with PowerSchool so students and parents can reliably and accurately reference their grades in one place.	Schoology will push in real-time the following information to PowerSchool: Grade items (Assignments & Assessments) and Grade updates (Changes to grades).	Y		

8.0 SINGLE SIGN-ON AUTHENTICATION		SOLUTION MEETS DISTRICT'S NEED? (Please describe)	AVAILABLE OUT-OF-BOX? (Y/N)	REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)	WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)
8.1	Solution uses either the OpenID or SAML 2.0 protocols for single sign-on with PowerSchool.	Schoology can support any SAML identity provider.	Y		
8.2	Solution allows PowerSchool to be the identity provider.	Schoology can support any SAML identity provider.	Y		
8.3	The solution shall be the Relying Party (for OpenID) or the Service Provider (for SAML 2.0)	Yes.	Y		
8.4	Solution offers LDAP authentication.	Schoology can establish Single Sign-On (Remote Authentication) with third-party systems and integrate with LDAP/AD or any third-party authentication service. The simplest remote authentication involves a token based Single Sign-On. In this instance, a secure URL is generated after a user is authenticated via the authentication provider. The authentication provider then generates a secure URL based upon a secret key and a variety of other	Y		

		credentials, which are then used to automatically log the user into Schoology.			
8.5	Solution offers Active Director Federation Service (ADFS) authentication.	Schoology can utilize authentication through ADFS. However, when multiple authentication providers are available (e.g. PowerSchool, ADFS) we generally work with the district to identify which source is the most useful for integration purposes. For example, we often see that PowerSchool is already integrated with AD in many instances. For this reason, many schools choose to utilize Active Directory integration. Either way, the Schoology team will work with SPS to identify the best path, and to implement whichever methods work best for the District.	Y		
8.6	Solution has integration capability with SAP functions such as Professional Development tracking.	Schoology enables integrations with many systems through our Restful API. Jeffco Public Schools integrates with PeopleSoft for PD that is done using auto-sftp or API.	Y		
8.7	Solution allows 3rd party applications to be integrated or used via the LMS interface.	Schoology enables a district to leverage third-party applications within the platform, either through our API or by conforming to IMS Global Standards. A common integration is with Google Apps for Education. For instance, a user might integrate with Adobe Connect or Elluminate, so that sessions are created and	Y		

		scheduled within Schoology. The user would then have a link, directly from Schoology, that would log him/her into the conference without ever leaving Schoology. We currently integrate with Google Apps for Education by allowing institutions to register their Google Apps domain with Schoology to provision accounts and establish Single Sign-On. Additionally, Schoology allows for integrations with Google Docs and Google Calendar.			
		The best educational solutions are built to enhance core competency. For Schoology, that means building a dynamic, easy-to-use learning platform that stands as the operating system for education. The Schoology App Center provides you with access to the most effective educational applications on the market. These apps are seamlessly integrated and installed with the click of a button. Apps can be developed with a "scope" limited to a particular institution which provides users with the ability to develop custom applications only seen by District users and is hosted on your own servers with your own code (in any language). An example of this could be a connection to data warehouse, SIS or any other external service. This allows you to provide a custom and seamless experience that has			

| | | single-sign-on and direct communication with Schoology, all from an integrated environment. The App Center provides a medium for viewing all Apps that are available to the currently logged in user. In addition to advanced searching techniques, each App has its own custom profile which is created by the App developer, and approved by Schoology. Schoology makes Apps accessible through an iFrame canvas which links to one or more pages on a product's application server. Simply put, you can fully integrate and pass data back and forth between applications like Blackboard Collaborate and TurnItIn. And, you can run any URL from within Schoology. Merely linking to a static URL like google.com or a specific YouTube video is no different than attaching an embed code to a Schoology content type. What makes an embedded application extremely useful is the communication that happens between your linked application and the Schoology API. Because the application processing happens on your server, the developer is able to use any server programming language to output your HTML webpages. Apps can be configured to run directly within a course, or even right on the user's homepage. This allows developers to create a highly integrated experience, where users feel as | | | |

| | | though Schoology and third-party Apps are one in the same. Developing Apps is greatly simplified with the help of Schoology's publically available developer site (https://developers.schoology.com/app-platform). The developer area provides useful information such as developer resources, Software Developer Kits (SDKs), and additional items that can be helpful when learning about the App Center. Schoology is on the forefront of integration and interoperability, and is fully aware of the K-12 federated search standards currently under development by the IMS global team. Schoology will carefully review the scope of these K-12 federated search standards and consider them for development once they're published by IMS and available to the public. Schoology is IMS Certified: http://www.imsglobal.org/cc/detail.cfm?ID=180 Schoology supports the mission of the International Association for K-12 Online Learning (iNACOL) to empower students from all walks of life to have access to blended learning programs through technology in the classroom. Schoology is an active participant in iNACOL's annual events. | | | |

		Schoology is Compliant with the following standards: • IMS • IMS Enterprise • Common Cartridge • QTI (Question Test Interoperability) • LTI (Learning Tools Interoperability) • OSID (Open Service Interface Definition) • LDAP Authentication • SCORM • XML • Web Services (i.e. SOA – Service Oriented Architecture)			
9.0 TECHNOLOGY REQUIREMENTS		**SOLUTION MEETS DISTRICT'S NEED? (Please describe)**	**AVAILABLE OUT-OF-BOX? (Y/N)**	**REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)**	**WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)**
9.1	Solution utilizes web browser/intranet architecture compatible with current SPS standards (Internet Explorer version 8, Firefox 19, Safari).	Schoology is a Software as a Service (SaaS) platform, 100% cloud-based learning management solution offering browser support for Internet Explorer 9 and above, Chrome, Safari and Firefox 3.5+.	Y		
9.2	Client OS requirements	As a web-delivered platform, Schoology does not have any specific operating	Y		

			AVAILABL E OUT-OF-BOX? (Y/N)	REQUIRES ADDITIONA L LICENSE/ 3RD PARTY? (Y/N)	WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)
	(windows 7, Mac 10.6.5, etc). Please identify the client requirements (RAM, hard drive space, etc)	system requirements. The only specification is that users maintain a modern web browser capable of supporting standard web and JavaScript guidelines.			
9.3	Solution does not place undisclosed cookies on District desktops.	Schoology does use cookies for certain aspects of the platform, but will never place undisclosed cookies on the desktops.	Y		
9.4	Solution offers method of client/end user deployment (Web based client, MSI, Mac package installer).	Schoology is a web-based client, run as a Software-as-a-Service application. The only requirements for end user deployment are an active and modern web browser. Native mobile apps are available for iOS and Android.	Y		
9.5	Solution provides a separate testing and training environment.	Schoology can provide separate environments, as needed by SPS.	Y		
10.0 DATA SECURITY		**SOLUTION MEETS DISTRICT'S NEED? (Please describe)**	**AVAILABL E OUT-OF-BOX? (Y/N)**	**REQUIRES ADDITIONA L LICENSE/ 3RD PARTY? (Y/N)**	**WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)**
10. 1	Data Ownership (data belongs to District, not vendor)	Data belongs to the district.	Y		

10.2	Data separation (from their other clients) on dedicated server with dedicated DB.	For scalability purposes that benefit the District, Schoology utilizes a cloud environment. Schoology provides data separation by means of a private school key or identifier. Access control lists within the application prevent anyone from outside of an organization from accessing data that does not belong to them. This creates a very secure virtual separation of data, similar to having a dedicated server.	Y (See description)		
10.3	Solution has appropriate firewalls in place to protect against external attacks	Schoology is hosted on a reliable, robust and infinitely scalable hybrid-cloud platform. The architecture is designed to be fully redundant with high-availability (see below for a basic diagram). As a hybrid-cloud environment, Schoology maintains a combination of bare-metal servers, as well as cloud web servers. In addition to this basic architecture, Schoology makes use of a number of other servers, both geographically distributed and connected by a virtual private network (VPN). These other servers perform high-load operations, including, but not limited to, video processing, document conversion and email handling. A dedicated hardware firewall and load balancer is a first entry point for all incoming web traffic, meaning that all web requests are passed through the firewall and load balancer before moving on to our web, database or file servers. The purpose	Y		

		of this hardware is both for security, as well as load balancing. For instance, if excessive load is detected, the load balancer may trigger alerts prompting new server instances to be spun up to handle the increased load.		
10.4	Vendor offers off-site data backup and disaster recovery plan – restores both at the DB level or the object level.	Yes. Schoology offers off-site backup and disaster recovery plan.	Y	
10.5	Solution has an intrusion detection system.	Yes	Y	
10.6	Solution has an approved secure method of data file transfer (by District) such as SFTP, SCP.	Yes	Y	
10.7	Solution supports customizable and granular user security.	Yes	Y	
11.0 COMPLIANCE		**SOLUTION MEETS DISTRICT'S NEED? (Please describe)**	**AVAILABLE OUT-OF-BOX? (Y/N)**	**REQUIRES ADDITIONAL LICENSE/ 3RD PARTY? (Y/N)**
11.1	Solution complies with American	Schoology has natively designed the system with several key features which	Y	

Note: The last header row also includes a column: **WILL BE INCLUDED IN FUTURE UPGRADE? (RELEASE DATE)**

Disabilities Act (Section 508) and allows for multiple font sizing preferences.	provide accessibility to accommodate special needs students including: • Schoology does not use color alone to distinguish importance of a visual element. • The interface of Schoology has been styled with CSS to be in line with Section 508's contrast and color settings. Institutions may be able to theme Schoology to their own school's color theme but we still monitor the process to make sure that color and contrast are still compliant. • All sections of Schoology can be navigated and controlled with just a keyboard. • Schoology does not require fine motor control or simultaneous actions. It is accessible via keyboard. • Schoology does not interfere with any of the operating system or browser shortcuts. • Accessibility features such as sticky keys, magnifiers, screen readers, cursor sizes, and virtual keyboards are not disabled or disrupted by Schoology.			

		• Using CSS techniques we style the focus active, hover and pressed state of buttons, links, and interface controls so that it is clear to the user. • Schoology, and all forms in the application, work well with screen readers such as JAWS or NVDA. • Schoology supports screen magnification and browser-provided zoom functionality. • Schoology does not require hearing for operation. • Schoology does not use any audio for its default operation. Users are able to upload their own content, and they are responsible for ensuring the accessibility of the uploaded content. • Schoology does not require speech for operation.			
11.2	Solution is compliant with ADA act, WCAG 2.0 AA.	Please see above.	Y		Schoology is designed with Accessibility in mind. Schoology's plans to be fully ADA compliant in 2015. Please see attached link to the Schoology VPAT: https://www.dropbox.com/sh/qxg8oednyxs18oh/AABsHBfUEvBg_7Hjfl0szZuva?dl=0
11.3	Solution allows administrator to require users to add accessibility information	Important images in the Schoology interface have alt-text descriptions while non-important images do not. Controls/inputs have descriptive, contextual labels or title attributes.	Y		

	(ALT-Tags) when uploading images.	Users can upload images into the rich-text editor and input alt-text.			
11.4	Solution renders web pages and navigation in ADA Compliant systems and has been thoroughly tested with screen readers such as JAWS and with accessibility tools.	Schoology, and all forms in the application, work well with screen readers such as JAWS or NVDA.	Y		
11.5	Solution complies with Children's Online Privacy Protection Act.	Schoology is dedicated to protecting user information and privacy. Schoology is fully FERPA compliant and COPPA verified with no email requirements to join. Users can use usernames instead of email addresses as well as initials instead of full names. For complete information, please see (https://www.schoology.com/privacy.php). In short, user privacy is addressed via TRUSTe's Privacy and Children's Seal and Safe Harbor Framework. Schoology has been awarded TRUSTe's Privacy and Children's Seal signifying that this privacy policy and practices have been reviewed by TRUSTe for compliance with TRUSTe's program requirements including transparency, accountability and choice regarding the collection and use of your personal information. This privacy policy covers the Web site www.schoology.com.	Y		

		TRUSTe's mission, as an independent third party, is to accelerate online trust among consumers and organizations globally through its leading privacy trust mark and innovative trust solutions.			
11.6	Solution complies with Federal or local school laws policies or programs.	Schoology is used by over 8 million students and educators worldwide, including the Department of Defense Education Activity (DoDEA).	Y		

Approach

a) Briefly discuss the approach your firm would use in undertaking this work. Include Project milestones, your communication plan, and how you would provide the deliverables expected by the District.

Schoology has a systematically structured approach to effectively integrate our software into the workflow of your Schools. Our professional and experienced team of Project Managers, Implementation Specialists, Trainers, and Client Specialist will work step-by-step with you to ensure a smooth installation.

Project Managers from Schoology will start implementation on or around the contract award date to meet your implementation and training schedule. Schoology will work with SPS to design the most efficient and structured implementation methodology for this project. Simultaneously, Schoology will be working towards the go-live launch which will be completed prior to the School year to allow testing and a systematic, pre-school year trial run. System Admins, School Admins, Educators, Students, and Parents will all have access to the system upon the go-live launch.

Throughout the implementation, it will be Schoology's mission to outline the resources that SPS will need to successfully implement the solution and achieve desired results. However, both SPS and Schoology will have critical responsibilities associated with the implementation process, so it is imperative that each party understands their roles and responsibilities up front. These Roles and Responsibilities will be covered in the Implementation Planning Phase.

Schoology's implementation plan is a phased approach that covers planning, implementation, integration, training, and support. Generally, Implementation occurs within an 8 to 12 week timeframe. Schoology will work closely with SPS to fully integrate Schoology across all levels of the institution based on the Statement of Work.

![schoology logo]

Planning Phase	Phase 1	Phase 2	Phase 3	Phase 4 (Go-live)	Transition Phase
✓ Welcome to Schoology Kickoff Call	✓ Onsite Planning Meeting	✓ Enterprise Administration Training	✓ Administrative Consulting	✓ Follow-up Training and Consulting	✓ Introduction to Support
✓ Initial Account Configuration	✓ Technical Planning Call	✓ Create Test Environment	✓ Establish internal Support Plan	✓ Site ready for student and faculty access	✓ Transition to Account Management
✓ Domain Customization	✓ Data Consolidation	✓ Data Verification	✓ Complete Data Population	✓ Ongoing technical monitoring through Go Live	✓ Ongoing Professional Development
✓ Custom Branding	✓ Training & Professional Development Planning Call	✓ Configure User Authentication (Single Sign On)	✓ Initial Deployment Schoology for Master Instructors		
✓ Establish Organization Structure Establish Status Call Schedule	✓ Content Planning Call	✓ Content Loaded to Secure Server	✓ Content Quality Tested		
		✓ Content Imported into Platform	✓ Content Distribution Plan		
		✓ Feature Development Status Call	✓ Feature Development Complete		

Implementation Role Descriptions

The following table identifies and describes the different roles involved in implementation, and each role's affiliated responsibilities throughout the implementation process.

Roles	Responsibilities
Project Manager (PM)	- Leads the implementation process. - Develops and monitors the project plan. - Acts as main point of contact for the lifetime of the project. - Communicates with key client staff and Schoology, including coordination.
Client Success Specialist (CSS)	- Provides consulting services during implementation. - Provides guidance on account configuration. - Provides guidance on incorporating Schoology into existing organizational processes and policies.
Implementation Engineer (IE)	- Provides guidance on data population setup. - Sets up and configures user authentication methods.
Professional Development Specialist (PDS)	Coordinates and delivers instructional sessions around the Schoology platform.
Academic Solutions Director (ASD)	Provides guidance on incorporating Schoology into existing organizational pedagogy.
Account Manager (AM)	- Maintains long-term relationship with the client to maximize utilization of Schoology, post implementation. - Acts as ongoing point-of-contact liaison between the client and Schoology.

After an agreement of terms is reached, and a contract is signed, the Implementation will commence. The following are action items and key milestones included in the implementation. Schoology with work with SPS to develop a timeline that will work for meeting their goals and ensure a successful implementation. The Timeline for implementation begins with the Kickoff Call.

Action Item	Participants
Weeks 1 - 4	
Kickoff Call • Introduction • Establish key contacts • Establish Date for Onsite Planning Day • Establish time and participants for weekly check in calls	**Schoology Team:** • Schoology Sales Rep • Project Manager • Client Success Specialist • Implementation Engineer • Professional Development Specialist • Academic Solutions Director • Account Manager **SPS Project Leads:** • System Admin • SIS Admin • SSO Admin • Professional Development Lead • Content Admin
Onsite Planning Day at SPS • Review the Project Plan • Discuss system framework, branding, domain, data population, user authentication, plans for parent accounts • Preliminary technical discussion • Preliminary discussion of legacy content • Preliminary discussion of training and professional development • Establish Support Contacts	**Schoology Team:** • Schoology Sales Rep • Project Manager • Client Success Specialist • Implementation Engineer • Professional Development Specialist • Academic Solutions Director • Account Manager **SPS Project Leads:** • System Admin • SIS Admin • SSO Admin

	• Professional Development Lead • Content Admin
Data Consolidation • Identify existing buildings and users • Merge free users into enterprise in order to remove duplicates that impede data population • Claim domain for organization	• Client Success Specialist • Implementation Engineer • SPS System Admin
Schoology Enterprise Administration Training (2 hour webinar) System Admins will learn about overall the system set up (users, permissions, and settings).	• Client Success Specialist • SPSSystem Admin(s)
Technical Planning Call • SIS system set-up • Data population • User authentication • Integrations	• Client Success Specialist • Implementation Engineer • Project Manager • SPS SIS Admin • SPS SSO Admin
Content Migration Call (if applicable) • Identify courses and content that will be brought into Schoology • Discuss Group Resources • Identify SPS contacts who will check courses for consistency after import	• Client Success Specialist • Project Manager • SPS Content Admin
SIS Integration • Populate Schoology with users, courses, and enrollments using data from client's Student Information System	• Client Success Specialist • Implementation Engineer
Single Sign-on (SSO) Configuration • Configure appropriate authentication method within Schoology	• Client Success Specialist • Implementation Engineer
Weeks 5 – 8	

Initial Deployment • Organization selects an initial group of users to rollout the system. • (Remaining users will be given access at Go Live.)	• Project Manager • Client Success Specialist • SPS Project Lead
Training Planning Call • Discuss goals and logistics • Establish agenda for the onsite	• Professional Development Specialist (SGY)—Lead call • Customer Professional Development Lead(s)
Master Instructor Training / (Onsite 2 groups of 15) • Your Train-the-Trainer Team will be your experts on the ground • They will take the Master Instructor Course • Discuss training plans for rolling out Schoology within the organization.	• Professional Development Specialist – Set up and lead call • Customer Professional Development Lead(s) • SPS Train-the-Trainer Team
Follow-up Training / (4 one-hour webinars) • Delivered based on course in the course catalog or customized for the needs of the organization. • To occur in 1 to 2 hour intervals over several months	• Professional Development Specialist (SGY) • SPS Professional Development Lead(s) • SPS Train-the-Trainer Team
Weeks 9 - 12	
Content Import Verification (if applicable) • SPS reviews the content that has been loaded into Schoology from their previous LMS.	• Client Success Specialist • Project Manager • SPS Content Admin
Onsite Project Management (4 days) • The Schoology PM will make around four visits to the district over the life of the project. These check-ins should not last longer than one day, but can be extended at an additional expense to the client.	• Project Manager • SPS Project Leads: • System Admin • SIS Admin • SSO Admin • Professional Development Lead

	• Content Admin
Go-Live and Transition to Account Management and Support • To ensure a quality implementation and to accommodate any changes or modifications, the go-live date will be determined by both SPS and Schoology in the initial Project Plan. • Once Schoology goes live, SPS will be self-sufficient and all questions will be directed to Schoology's dedicated customer support team.	

Training/Professional Development

Schoology tailors training for its clients but recommends taking a train-the-trainer approach. Each training course includes a course description, intended topics and audience criteria. It is recommended that course participants have basic computer skills and an understanding of how to use internet browser-based applications.

While we at Schoology recommend a train-the-trainer approach or some combination of train-the-trainer and end-user instruction, we also recognize that some organizations have certain needs when it comes to training and are open to revising training plans to fit the needs of the organization. Experience has shown us that creating experts within an organization helps the client achieve continued success using Schoology.

Overall, Schoology is extremely easy and intuitive to implement, utilize, and manage; therefore, the training is designed with a hands-on approach. Schoology offers a variety of ways for delivering professional development for the product:

- Onsite Training— you will work with your Professional Development Specialist to schedule and determine the agenda for the training session. A Schoology instructor will travel to the district and conduct interactive product training for a group of 15 staff members. This a great option for our Master Instructor course.
- Webinar Sessions—you will work with your Professional Development Specialist to schedule and determine the agendas for the training sessions. A Schoology instructor will conduct interactive product training with groups of 10 staff members via an online conferencing tool.
- Open Enrollment—courses for open enrollment are held via the web and scheduled on a regular basis, but can be canceled if the minimum attendees has not been met. Courses are led by a Schoology instructor, are interactive in nature, and are limited to 8 attendees.

Training Plan

There are many options for training the Schoology solution. For SPS we recommend the following Training Plan:

- Schoology Enterprise Administration Course

  - 1 Web delivered session
  - 2 hours of instruction
  - Up to 5 System Admins

- Schoology for Master Instructor Course

  - 2 Onsite delivered sessions
  - 6 hours of instruction
  - Up to 15 Train-the-Trainer Team Members per session

- Follow-up Schoology Sessions

  - Web Delivery
  - 4 hours of Instruction
  - Delivered in 1-2 hour increments
  - Up to 15 Train-the-Trainer Team Members per session

Schoology Enterprise Administration
The Enterprise System Administration course will be delivered as required step of the Enterprise Implementation process. A Schoology Client Success Specialist will deliver this training shortly after the Kickoff Call so that the System Admin users will have full confidence and competence in managing their system during Implementation and beyond. This course is designed for System Admin users in an organization who are responsible for configuring the system, managing accounts, and maintaining the platform.

After completing this course, learners will be able to	Course Logistics
✓ Configure Roles, Permissions, and Privacy to manage what users can see and do. ✓ Install resource apps for teacher and student users. ✓ Manage user account information ✓ Post updates to audiences at the building level. ✓ Analyze usage of the platform. ✓ Communicate to staff the best workflow to receive answers to their questions.	• **Audience:** System Administrators. Persons responsible for maintaining the Schoology platform. • **Duration:** 2 hours • **Prerequisites:** Must be currently going through a Schoology Enterprise Implementation and attend the

| | Implementation Kickoff. Must have a System Admin account. |
| | • **Class Notes:** Learner will log in to their System Admin account and share their screen with the presenter. Limited to 5 attendees. |

Schoology for Master Instructors

Schoology for Master Instructors is our most comprehensive offering and serves as a prerequisite for many other Schoology courses. This is a train-the-trainer style course and is offered so instructors, instructional support personnel, curriculum developers and organizational leaders can build expertise with many facets of Schoology - Courses, Groups, Resources, and communication tools. Participants in this hands on course will experience a yearlong Schoology journey through the lens of an instructor learning the platform for the first time.

After completing this course, learners will be able to	Course Logistics
✓ Develop a Schoology course inclusive of both interactive and informational materials.	• **Audience:** Instructor
✓ Utilize various Course Materials for collaboration, data collection and student feedback.	Lead Instructor
	Instructional Support.
	System Administrators.
✓ Configure and use the grading tools provided by Schoology.	• **Duration:** 6 hours
✓ Manage Groups and organize Resources.	• **Prerequisites:** NA
✓ Support the use of Schoology within their organization.	• **Class Notes:** This course may be delivered in one 6-hour onsite session or in a series of ongoing web sessions.

A Schoology Instructor will administer all trainings. Ultimately, the staff will have a full understanding of how to use Schoology and will then be able to help support and train their end users in Schoology.

b) Provide a thorough response to the following:
a. Describe your data center security standards.

Schoology utilizes a third-party vendor to host the Schoology application and store data and files. Rackspace (NYSE: RAX), the company that Schoology has employed to maintain such data and information, is a large public company that hosts most of the world's largest company websites and applications. When it comes to security, Rackspace invests millions of dollars to make sure that all processes are completely secure. For instance, one of the most common requirements is for SAS 70 Type II Compliance. Not only has Rackspace achieved this level of compliance

(http://broadcast.rackspace.com/downloads/pdfs/RackspaceSAS70), but they have defined control objectives to use the best practices described in the ISO 27002 security standard. This standard is recognized globally as the most comprehensive framework for establishing and maintaining information security best practices within an organization. For a sample listing of security certification and standards, Rackspace adheres to the following:

- ISO 27002
- ISO 27001
- PCI-DSS (Payment Card Industry Data Security Standard)
- SSAE16
- Safe Harbor
- Content Protection and Security Standard (CPS)
- Database Replication, Integrity & Basic Infrastructure

All information on Schoology is stored in a highly-available, replicated environment. Backups are taken regularly and are stored in multiple locations that are in a different geographic region than the main Schoology cluster.

Databases and file servers are run in an exact replication so that if one fails, the other can take its place immediately. Web nodes are fully scalable and transparent. A failed web node does not affect the site and can simply be replaced in real-time without any performance degradation or site unavailability.

The Schoology architecture is built as a Service Oriented Application, helping to create a fault-tolerant environment. For instance, the Schoology Search Service makes use of Apache Lucene and Solr. However, as a service, any issues with search have little to no impact on the rest of the application.

A team of professionals consistently monitors site performance, stability and security. Every action is fully logged and can be pin-pointed down to an actual computer and corresponding relevant details (e.g., browser, time, date, etc.).

All user accounts require an email (or username) and password combination. Once authenticated, material is protected by access control lists (ACLs), allowing configurable privacy settings on a granular level. This allows users to make use of a single password to login to Schoology while still retaining full control and ownership over material. All private and personal information is sent through HTTPS and SSL.

Databases are behind our private network and can only be accessed by other web servers located behind our firewalls and load balancer (our internal network). All passwords are stored in a one-way encrypted format. In areas where user passwords are not required (SSO), secure tokens are generated using private keys. More information about Schoology Security is available at this link: **https://www.dropbox.com/sh/qxg8oednyxs18oh/AABsHBfUEvBg_7HjfI0szZuva?dl=0**

b. ***Describe your application security protecting user data from unauthorized access or exposure.***

Schoology takes a number of preventative measures to keep user data safe and secure. These measures start with product development and work through every other part of the Company. The engineering team makes use of secure coding practices, and then follows up with code reviews by senior engineers. We utilize a third-party reputable firm to perform annual security audits of our applications and networks, and also utilize a 24/7/365 service by the same third-party firm to provide round-the-clock security and penetration testing. Sensitive fields, such as user passwords, are stored in a one-way encrypted format. API access utilizes OAuth for security and access providing for an extra layer of security and preventing any user from ever having to share a password. Schoology follows the OWASP Top 10, as well as other standard security best practices. Internally, all user actions are logged and audited. Firewalls and other appliances are also used to add layers of security. Schoology values security greatly, and places a great emphasis on proper controls and procedures throughout the entire organization.

c. ***In the event we separate from the solution, how would SPS be able to get their data? How would individual teachers get their data?***

If SPS chooses to cease using Schoology at any time, content can be exported. Schoology provides a variety of options when exporting data, to accommodate which area best fits the district's needs. Some of these options include:

- Common Cartridge Export for Course Material & Content
- CSV Exports for General Data (Users, Courses, Sections, Enrollments, Grades, Attendance)
- API Access to any data element stored in Schoology. The API provides the ability to Create, Read, Update, or Delete any element that has been stored in Schoology, giving you the ability to export anything that you desire.

d. ***Please provide your SLA standards for the following:***
i. ***Solution availability***

Subject to the terms of the Schoology SLA, Schoology System will have a 99.5% Availability each calendar month.

ii.   Reliability of network connections

Schoology is hosted on a reliable, robust and infinitely scalable hybrid-cloud platform. The architecture is designed to be fully redundant with high-availability. Please see Attachment A: Schoology Architecture & Performance.

iii.   Data center reliability (power, HVAC, backup)

As described above, Schoology utilizes Rackspace to host the Schoology platform and files. Rackspace is SAS 70 Type II Compliant and utilizes the highest industry standard for data center reliability.

iv.   Response time for incidents/failures

Response times vary depending on the nature of the incident. For more information, please see attached Schoology SLA:
https://www.dropbox.com/s/mh6lrnnjeac0m5c/Schoology%20SLA.pdf?dl=0

v.   Required bandwidth per simultaneous user

Please see Attachment A: Schoology Architecture & Performance for information about bandwidth requirements.

e.   Please identify the maximum limits for concurrent usage with no visible impact on performance.

Schoology has no maximum limits for concurrent usage. Today, Schoology supports more than 8 million users around the world. In the fall of 2014 alone, Schoology added more than 2 million users within those months and saw no degradation of service whatsoever. That is due to the fact that the Schoology infrastructure has been architected in a way that can allow it to elastically expand or add capacity as needed.

Schoology is hosted on a reliable, robust and infinitely scalable hybrid-cloud platform. The architecture is designed to be fully redundant with high-availability (see below for a basic diagram). As a hybrid-cloud environment, Schoology maintains a combination of bare-metal servers, as well as cloud web servers. In addition to this basic architecture, Schoology makes use of a number of other servers, both geographically distributed and connected by a virtual private network (VPN). These other servers perform high-load operations, including, but not limited to, video processing, document conversion and email handling.

A dedicated hardware firewall and load balancer is a first entry point for all incoming web traffic, meaning that all web requests are passed through the firewall and load balancer before moving on to our web, database or file servers. The purpose of this hardware is both for security, as well as load balancing. For instance, if excessive load is detected, the load balancer may trigger alerts prompting new server instances to be spun up to handle the increased load.

Since Schoology is a web-delivered platform it supports any modern web browser, including, but not limited to, Internet Explorer 9 and above, Chrome, Safari and Firefox 3.5+. Schoology's cloud-hosted platform does not require additional hardware configurations. The platform does not place any limitations on either maximum users or scalability. In order to maintain an extensible platform, Schoology provides an Application Programming Interface (API) that allows users or third-parties to extend Schoology with open source or proprietary programming, using any language or platform that supports HTTP requests.

f.   *Please provide your support matrix for end users and technical users.*

Schoology is accessible 24 hours a day, 365 days a year through a multi-channel support system that includes the Help Center (support.schoology.com), an email-based ticketing system, chat, and dedicated phone support.

The first channel of support includes the Help Center and Community forum (support.schoology.com). The Help Center and Community contains user guides, FAQs, and best practices for teachers, students, parents, and administrators. It is available to all users and it contains responses from Schoology employees as well as from fellow users. This level of support is available 24/7/365 to help answer any "how-to" questions and provide insight into technical issues.

The second level of support allows administrators to use an email-based ticketing system for any questions or issues they encounter while using the platform. Schoology recommends using the "Submit a Request" link at the top of the Help Center (support.schoology.com) to create and track tickets from a single location. For Enterprise customers, tickets can also be created by emailing help@schoology.com. Priority attention will be given to Support Contacts that create a ticket with the Support team. When a ticket is created, the end user receives an email acknowledging receipt of the request and receives a response in a guaranteed window of time. Please see the table below for more details.

The third level of support allows administrators to use a Chat feature with Schoology Support personnel for any questions or issues they encounter while using the platform. This feature is integrated with the email-based ticketing system so that conversations can be recorded, tracked, updated, and escalated as necessary. Please see the table below for details on availability.

The final level of support provides dedicated phone support to Support Contacts and/or other administrators at a school or organization. A numerical Support Code is provided through the Help Center area of an administrator's Schoology account, and it is required to access the support line. This feature is also integrated with the email-based ticketing system so that ongoing communication and investigation can be tracked from a single location. Please see the table below for details on availability.

Package	Services	Cost
Standard	24/7/365 Online Help Center 24/7/365 Online Community Access - Email/Web support within 2-day response time for Support Contacts - Phone support for Support Contacts Mon-Fri 8am-8pm ET - Chat support for Support Contacts Mon-Fri 8am-8pm ET - Up to 3 Admin Support Contacts	Included in Subscription
Premium	24/7/365 Online Help Center 24/7/365 Online Community Access - Email/Web support within 8-hour response time for Support Contacts 24/7/365 Chat support for Support Contacts 24/7/365 Phone support for Support Contacts - Up to 3 Admin Support Contacts	20% of annual subscription; $2000 minimum
Premium Plus	24/7/365 Online Help Center 24/7/365 Online Community Access 24/7/365 Email/Web support within 8-hour response time for Support Contacts and all faculty 24/7/365 Chat support for Support Contacts and all faculty 24/7/365 Phone support for Support Contacts and all faculty - Up to 3 Admin Support Contacts	30% of annual subscription; $3000 minimum

SLA - The SLA for Standard, Premium, and Premium Plus packages represent the maximum amount of time it may take for a ticket to be answered by Schoology Support Personnel. In 2014, first response times exceeded SLA expectations on nearly 95% of tickets. In fact, the Schoology Support

team strives to provide Support Contacts with fast, friendly, and informative responses within 1 to 2 hours of ticket reception.

Help Center Link - Conveniently accessible on every page, a link to the Help Center is accessible from the downfacing arrow at the top of all faculty users' Schoology account. When using the Help Center at the top of the page, Support Contacts will find their dedicated Support Code, and faculty members will find their Support Contacts and links to the Help Center. Users can also find a link to the Help Center located at the bottom of every Schoology page. Clicking on this "Help" link takes users directly to the Help Center, where they can search through documentation, watch videos about using Schoology, and access the Community forums to pose questions to the user community (which is monitored by Schoology Support personnel). These Help Center areas can also be customized to direct users to the school's own support website instead of to Schoology's Help Center.
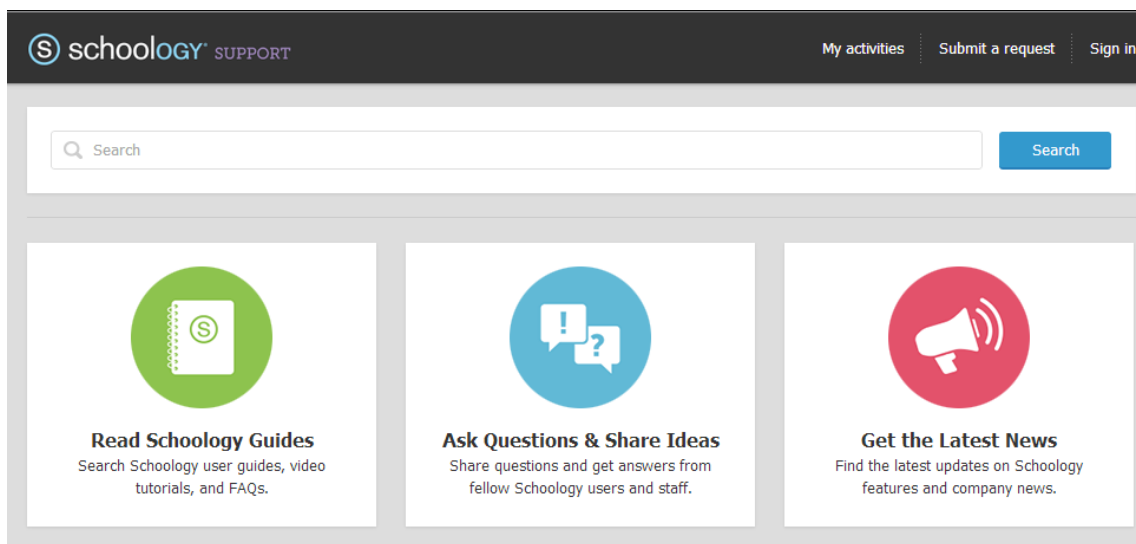
c) *Provide a 2-3 year roadmap for your product and services.*

Schoology is a constantly evolving and improving product, dedicated to improving student outcomes. During the discussion with the SPS team, we will elaborate on the short, medium, and long-term in more detail. Attached in Appendix C is a sample of items that are under consideration, or that the Schoology team is currently working.

Enterprise Cost Summary

Exhibit A – Pricing

Contract Start Date: **July 1, 2015**
Contract End Date: **June 30, 2018**
Enrollment: **54,000**

Year One

Description	Price/Rate	Quantity	Discount %	Discount $	Subtotal
Implementation - T3	$2.50	54000	71.67	$96,754.50	$38,245.50
Enterprise Subscription, Per Student	$10.00	54000	53.2	$287,280.00	$252,720.00
					$290,965.50

Year Two

Description	Price/Rate	Quantity	Discount %	Discount $	Subtotal
Enterprise Subscription, Per Student	$10.00	54000	51.3	$277,020.00	$262,980.00
					$262,980.00

Year Three

Description	Price/Rate	Quantity	Discount %	Discount $	Subtotal
Enterprise Subscription, Per Student	$10.00	54000	49.4	$266,760.00	$273,240.00
					$273,240.00

Grand Total: **US $827,185.50**

The initial payment is due 30 days after the invoice date. All renewal subscriptions are invoiced 30 days prior to the start of the new term. Payment for renewal subscriptions must be received within 10 business days after the start of a new term.

Appendix A: Schoology and Accessibility

Schoology is committed to Product Accessibility. Schoology has natively designed the system with several key features which provide accessibility to accommodate special needs students including:

- Schoology does not use color alone to distinguish importance of a visual element.
- The interface of Schoology has been styled with CSS to be in line with Section 508's contrast and color settings. Institutions may be able to theme Schoology to their own school's color theme but we still monitor the process to make sure that color and contrast are still compliant.
- All sections of Schoology can be navigated and controlled with just a keyboard.
- Schoology does not require fine motor control or simultaneous actions. It is accessible via keyboard.
- Schoology does not interfere with any of the operating system or browser shortcuts.
- Accessibility features such as sticky keys, magnifiers, screen readers, cursor sizes, and virtual keyboards are not disabled or disrupted by Schoology.
- Using CSS techniques we style the focus active, hover and pressed state of buttons, links, and interface controls so that it is clear to the user.
- Schoology, and all forms in the application, work well with screen readers such as JAWS or NVDA.
- Schoology supports screen magnification and browser-provided zoom functionality.
- Schoology does not require hearing for operation.
- Schoology does not use any audio for its default operation. Users are able to upload their own content, and they are responsible for ensuring the accessibility of the uploaded content.
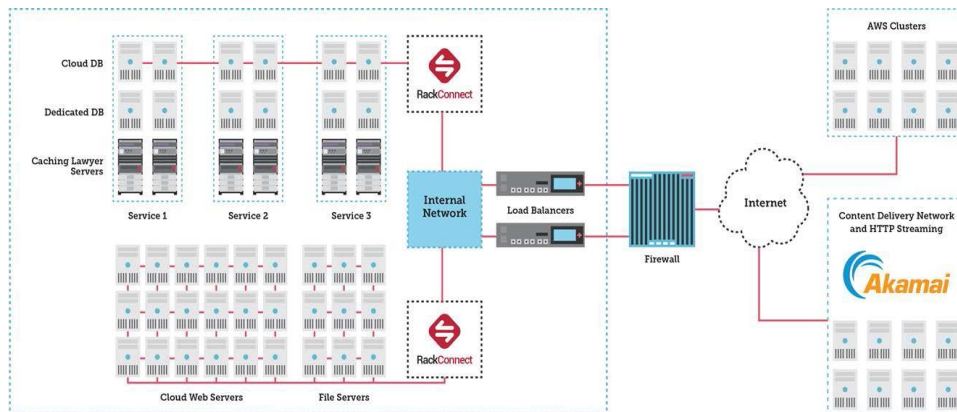- Schoology does not require speech for operation.

For more detailed information, the Schoology VPAT is available at the following link:
https://www.dropbox.com/sh/qxg8oednyxs18oh/AABsHBfUEvBg_7HjfI0szZuva?dl=0

Appendix B: Schoology Architecture & Performance

Schoology is hosted on a reliable, robust and infinitely scalable hybrid-cloud platform. The architecture is designed to be fully redundant with high-availability (see below for a basic diagram). As a hybrid-cloud environment, Schoology maintains a combination of bare-metal servers, as well as cloud web servers. In addition to this basic architecture, Schoology makes use of a number of other servers, both geographically distributed and connected by a virtual private network (VPN). These other servers perform high-load operations, including but not limited to, video processing, document conversion and email handling.

A dedicated hardware firewall and load balancer is a first entry point for all incoming web traffic, meaning that all web requests are passed through the firewall and load balancer before moving on to our web, database or file servers. The purpose of this hardware is both for security, as well as load balancing. For instance, if excessive load is detected, the load balancer may trigger alerts prompting new server instances to be spun up to handle the increased load.

Since Schoology is a web delivered platform it supports any modern web browser, including, but not limited to Internet Explorer 9+ and above, Chrome, Safari and Firefox 3.5+. Schoology's cloud hosted platform does not require additional hardware configurations. The platform does not place any limitations on either maximum users or scalability. In order to maintain an extensible platform, Schoology provides an Application Protocol Interface (API) that allows users or third-parties to extend Schoology with open source or proprietary programming using any language or platform that supports HTTP requests.

Server Systems

Schoology is a SaaS platform, 100% cloud-based learning management solution offering browser support for Internet Explorer 9+ and above, Chrome, Safari and Firefox 3.5+.

115 W. 30th Street, 10th Floor, New York, NY 10001 | 800.393.7550 | Schoology.com

Operating System

As a web-delivered platform, Schoology does not have any specific operating system requirements. The only specification is that users maintain a modern web browser capable of supporting standard web and JavaScript guidelines.

Sever Side Component Technologies

In order to maintain both high availability and scalability, Schoology makes use of a variety of server side components. At a base level, the majority of the Schoology codebase exists on a LAMP stack. For clarification, primary technologies include Linux, Apache, MySQL and PHP. However, given the scope and functionality of Schoology, other services are required to maintain scalability. For instance, MySQL is used as a primary data store for all relational data components. For key/value store operations, such as caching or session handling, Schoology makes use of more scalable database architectures, like Memcache and Redis. This enables extremely fast lookups for non-relational data and releases database load to increase performance on the main database clusters. For statistics and analytics, Schoology makes use of a highly scalable document store known as MongoDB. Documents can be written into MongoDB in a much faster and more flexible layout as opposed to storing this information within MySQL. Each of these services is architected in a scalable, fault tolerant, and high-availability infrastructure (e.g. Master-Master-Slave for MySQL clustering).

One of the primary design and architecture philosophies for Schoology is to own what Schoology is the "best" at and can focus on as core competency and work with third parties on solutions where Schoology cannot be the best. In addition to primary data stores, Schoology utilizes third party technologies to process non-core functionality. For instance, Schoology maintains a document conversion process to convert any uploaded documents into a format viewable and annotation-capable from any device, regardless of software installed on the user's computer. The document conversion process runs in an external cluster hosted and managed by Schoology but communicates with the internal infrastructure by means of an API. This service is based primarily in Java on the server side. One of Schoology's more powerful features, "Search," also runs as a service separated within the Schoology infrastructure. Documents are indexed in a Lucene based search engine allowing incredibly fast and powerful processing, indexing and searching in an environment that can be scaled completely independent from the Schoology primary application.

Security

Schoology is a very secure platform built using a cascading set of permissions and privacy settings. Only users with a username/email and password have access to the system. All data and information is access controlled by a user's unique ID and role. There are four main features to Schoology's infrastructure:

1) Redundant infrastructure, with snapshots done every hour and one full backup every day. These are backed up at multiple locations and on different hosts.
2) Secure information, such as a password, is stored in a one-way encrypted format.
3) Replication: core processes are fully replicated. Databases and file servers are run in an exact replication so that if one fails, the other can take its place immediately. Web nodes are fully scalable and transparent. A failed web node does not affect the site and can simply be replaced in real-time without any performance degradation or site maintenance.
4) A team of professionals consistently monitors site performance, stability and security. Every action is fully logged and can be pin-pointed down to an actual computer and corresponding relevant details (e.g. browser, time, date, etc.).

Bandwidth Impact

The table below estimates bandwidth requirements. This is not a guarantee, but rather something that we have created based upon standard bandwidth estimation techniques. This would apply whether you are considering Schoology or using any external website. The attached model does not consider that students/teachers may be streaming or downloading files, but rather focuses on the Schoology pages. If there are specific bandwidth concerns or requirements, there are ways at the district/hardware level to reduce bandwidth requirements by means of caching certain requests with a local proxy. The average page size is comparable to common social networking sites like Facebook or other educational sites like Glogster EDU. The average page size is around 150kb, but there are also a large number of files uploaded by students and teachers that may be of various sizes ranging from very small (20kb) to very large (100Mb). We recommend consulting with a network specialist to determine what aggregate bandwidth quantity makes the most sense for each school. With respect to students using Schoology at home, we generally recommend at least a 300kbps connection. Dial-up is not recommended.

Since Schoology is a hybrid, cloud-based solution there is no bandwidth restrictions. For quantification purposes, Schoology can provide at least 16 megabits per second of sustained bandwidth. As a hybrid-cloud environment, Schoology maintains a combination of bare-metal servers, as well as cloud web servers. In addition to this basic architecture, Schoology makes use of a number of other servers that are geographically distributed and connected by a virtual private network (VPN). These other servers perform high-load operations, including but not limited to video processing, document conversion and email handling.

Schoology Estimate of Bandwidth

Traffic Type	Uncached Bytes Sent	Cached Bytes Sent
TCP Connection	180	180
GET request	256	256
File	204,800	61,440
Protocol Overhead	1,364	1,364
Total	**206,600**	**63,240**
Bits Sent	1,652,800	505,920
Simultaneous Clients	60	60
Total Bits Sent	99,168,000	30,355,200
Total Available Bandwidth	83,886,080	83,886,080
Time to Download Bits (seconds)	**1.18**	**0.36**

Schoology Estimate of Bandwidth Assumptions

Average Page Size (KB) - Uncached	200	<--This is the average Schoology uncached page size, but feel free to adjust this
Average Page Size (KB) - Cached	60	
Simultaneous Connections	60	<--This is the number of exact simultaneous connections. Keep in mind that 60 people in the computer lab is not 60 simultaneous connections; rather, 60 simultaneous connections is 60 people pressing a button at the exact same time

Schoology Estimate of Bandwidth
Connection Data

Option Number	Options			
	Type	Connection Speed	Raw Speed in Bits	
1	Dedicated PPP/SLIP via modem	28.8 kilobits per second (Kbps)	29,491	About half of 1 page
2	Frame Relay or fast modem	56 Kbps	57,344	Almost 1 page
3	Integrated Services Digital Network (ISDN)	128 Kbps	131,072	Just over 2 pages
4	Typical DSL	640 Kbps	655,360	Almost 11 pages
5	DS1/T1	1.536 megabits per second (Mbps)	1,610,613	26 pages
6	10-megabit Ethernet	8 Mbps (best case)	8,388,608	(Up to) 136 pages
7	DS3/T3	44.736 Mbps	46,909,096	760 pages
8	OC1	51.844 Mbps	54,362,374	880 pages
9	100-megabit Ethernet	80 Mbps (best case)	83,886,080	(Up to) 1,360 pages
10	OC3	155.532 Mbps	163,087,122	2,650 pages
11	OC12	622.128 Mbps	652,348,490	10,580 pages
12	1-gigabit/sec Ethernet	800 Mbps (best case)	838,860,800	(Up to) 13,600 pages

NOTE: Use the field in yellow below to adjust the internet connection speed for a given school. You may choose any "Option Number" from the list above.
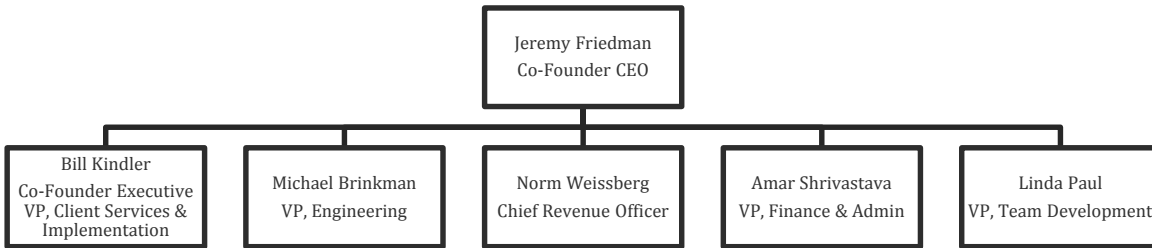
Line Choice	Bits
9	83,886,080

Appendix C: Schoology Roadmap

Schoology is a constantly evolving and improving product, dedicated to improving student outcomes. During the discussion with the SPS team, we will elaborate on the short, medium, and long-term in more detail. The following is a sample of items that are under consideration, or that the Schoology team is currently working.

Feature	Feature Description
User Interface Improvements (ongoing)	Schoology has been undergoing an overhaul in many of the main components. This has been a longer-term project that has undergone numerous iterations and significant user interviews, stories, and feedback. The goal is to continuously improve the user experience by making it faster and easier to accomplish specific tasks.
Improved Third Party Mobile App Integrations	Today, Schoology easily allows users to utilize their common third-party mobile apps in conjunction with the Schoology mobile app (e.g. Notability & Schoology). This is generally done via the "Open-In" functionality. In an upcoming release, users will be able to open and pull from their 3rd party apps in a much easier manner which will simplify the mobile workflow for all users.
Linking & Locking (beta)	Schoology currently allows users to easily build, manage, and share content via its dedicated Learning Object Repository. We are exploring and implementing easier ways to manage content so that updates in the repository can easily and automatically be pushed out to the people utilizing the content. Locking would allow editing restrictions to be placed on content so that curriculum developers could better manage content at a district level.
Reporting/Analytics	Schoology will be making data available in new formats and providing all users new ways to look and access data, including, but not limited to rollups across courses, school buildings, and the district.

Assessment Improvements	Today, Schoology test/quiz interface provides easy ways to distribute, assess, and analyze student progress and performance. However, we are looking to drastically improve the experience and functionality. The user interface is going to be optimized and overhauled. Additionally, new assessment options and reporting will be made available to schools and districts that more align with their district-level initiatives. This will also include easier ways to incorporate third-party assessment content into Schoology.
Portfolio Improvements	Schoology's current Portfolio feature allows users to easily build beautiful portfolios to showcase student work and achievement. In an upcoming release, users will be able to utilize these portfolios to share with one another, and even to submit as assignments to a course so that a teacher can evaluate them.
Third-Party Content Workflow Improvements	Schoology easily allows for users to incorporate third party and user-generated content into their classroom. In an upcoming release, Schoology is making it easier for all users to find and use supplemental content that come from a variety of data sources.
LTI Integrations	Schoology's App Center today has a wide variety of one-click installable applications. Additionally, Schoology today also supports LTI and other external tools. In an upcoming release, Schoology will extend its App Center to allow the creation of Apps that are built using LTI. This will result in the inclusion of more than 100 new pre-built Apps to the app center.
Microsoft Office Integration	Schoology will be integrated with Microsoft Office so that documents can be submitted and saved to Schoology directly from Microsoft Office. This will provide users with an efficient means to push to Schoology.

Appendix D: Schoology Management Organizational Chart

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                        ┌─────────────────────┐
                        │   Jeremy Friedman    │
                        │   Co-Founder CEO     │
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Bill Kindler Co-Founder Executive VP, Client Services & Implementation	Michael Brinkman VP, Engineering	Norm Weissberg Chief Revenue Officer	Amar Shrivastava VP, Finance & Admin	Linda Paul VP, Team Development

March 24, 2014

To Whom It May Concern,

At JeffCo we pride ourselves on being a cutting-edge district when it comes to embracing new technologies that will benefit students, teachers, and parents. When we began the selection process for a new LMS, we had been using Blackboard for 10 years and while it met some basic requirements, we were not seeing an appropriate return on investment.

On the front end, we wanted our LMS to offer a user experience that is fun, intuitive, and collaborative, with robust classroom tools and an engaging communication platform. On the back end, the system needed to have an open API for easy customization and integration with existing systems.

Schoology won the RFP far and away. They stood out as a company with a true next-generation LMS.

After the purchase was approved in April 2012, it took only a couple months for the Schoology team to completely migrate more than 100 courses and accounts for 4,700 teachers in 154 schools; complete integrations with Infinite Campus, PeopleSoft, and Blackboard Collaborate; and train a team of end users.

Since Schoology's implementation, there has been a real increase in adoption and grassroots engagement. We have seen exponential increases in the number of active users and courses in Schoology, compared to Blackboard, and PLCs have flourished throughout the district.

Schoology's flexibility and scalability as an instructional platform has been a driving force behind our ability to provide online and blended learning opportunities to students across the district. Now that much of our core curricula have been digitized in Schoology courses, teachers can spend less time on lesson planning and maximize the time they spend with students.

We're also spending much less time and resources on training. Rather than teaching educators where to click and how to use the system, Schoology has elevated the conversation to how to use technology to enhance teaching and improve student achievement.

With Schoology we feel confident we have selected a technology partner that will grow and evolve in lock step with our district's near and long-term goals.

Sincerely,

Matt Cormier
Executive Director of Educational Technology and Library Services
Jefferson County School District No R-1
mcormier@jeffco.k12.co.us
303.982.2811

Enterprise Cost Summary

Exhibit A – Pricing

Contract Start Date:	**July 1, 2015**
Contract End Date:	**June 30, 2018**
Enrollment:	**54,000**

Year One

Description	Price/Rate	Quantity	Discount %	Discount $	Subtotal
Implementation - T3	$2.50	54000	71.67	$96,754.50	$38,245.50
Enterprise Subscription, Per Student	$10.00	27000	53.2	$143,640.00	$126,360.00
					$164,605.50

Year Two

Description	Price/Rate	Quantity	Discount %	Discount $	Subtotal
Enterprise Subscription, Per Student	$10.00	54000	51.3	$277,020.00	$262,980.00
					$262,980.00

Year Three

Description	Price/Rate	Quantity	Discount %	Discount $	Subtotal
Enterprise Subscription, Per Student	$10.00	54000	49.4	$266,760.00	$273,240.00
					$273,240.00

Grand Total: US $700,825.50

The initial payment is due 30 days after the invoice date. All renewal subscriptions are invoiced 30 days prior to the start of the new term. Payment for renewal subscriptions must be received within 10 business days after the start of a new term.