

BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES
ITEMS FOR DISCUSSION AND ACTION\FISCAL, FACILITIES AND AUDIT

ACTION: **Approve Learning Management System Contract Addendum**

Per Board Policy 7015, this Addendum for expansion of a Learning Management System (LMS) requires Board approval, because the contracted amount is over \$300,000.

This Addendum converts an existing Wayne State College Agreement with Instructure, Inc., into a System-wide services agreement that will provide the same Learning Management System platform, Canvas, to all three Colleges. This is the culmination of an extensive collaboration among the Colleges and the System Office. Faculty at Chadron State and Peru State are very supportive of the change to a common LMS.

In total, the cost of the Addendum over a five-year period is \$818,949.86. A copy of the Addendum is attached.

The System Office recommends approval of the Learning Management System Contract Addendum.

ATTACHMENTS:

- Instructure Contract Addendum (PDF)

INSTRUCTURE, INC.

ADDENDUM NUMBER 1 TO THE AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES AND INSTRUCTURE, INC

This Addendum Number 1, entered into and effective on April 21, 2022, modifies the Instructure Standard Terms and Conditions ("Agreement") between the Board of Trustees of the Nebraska State Colleges dba Wayne State College, ("Customer") and Instructure, Inc. ("Instructure") entered into on May 29, 2019, as follows:

1. Definitions: All definitions set forth in the Agreement shall have the same meaning unless stated otherwise in this Addendum.
2. This Addendum Number 1 changes the reference "the Board of Trustees of the Nebraska State Colleges doing business as Wayne State College" to "**the Board of Trustees of the Nebraska State Colleges doing business as Chadron State College, Peru State College, and Wayne State College.**"
3. This Addendum Number 1 becomes effective on **July 1, 2022.**
4. This Addendum Number 1 is issued to define the expiration date of the Agreement as **June 30, 2027.**
5. This Addendum Number 1 revises the annual fees paid to Instructure according to the attached Services Order Form #Q-247218-4 dated April 5, 2022. The original Agreement Services Order Form (#Q-76677-6) dated May 29, 2019, is hereby made null and void.
6. This Addendum Number 1 revises the Designated Customer Representative to Cheri Polenske, NSCS Chief Information Officer (CIO), 402-471-2505.
7. All other terms and conditions of the Agreement remain unchanged.
8. By executing this Addendum Number 1 and Services Order Form #Q-247218-4, each party agrees to be legally bound by the Instructure Terms and Conditions entered into with the Board of Trustees of the Nebraska State Colleges, originally executed on 5/29/2019, with the above noted modifications.

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|------------------|--|
| INSTRUCTURE, INC | Board of Trustees of the Nebraska State Colleges |
| Signed: | Signed: |
| Printed Name: | Printed Name: Paul Turman |
| Printed Title: | Printed Title: Chancellor |
| Date: | Date: April 21, 2022 |



Services Order Form

Order #: Q-247218-4
Date: 2022-04-05
Offer Valid Through: 2022-04-28

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

Order Form For Board of Trustees for the Nebraska State Colleges

Address: 1327 H. Street, Suite 200
City: Lincoln
State/Province: Nebraska
Zip/Postal Code: 68508
Country: United States

Order Information
Billing Frequency: Annual Upfront
Payment Terms: Net 45

Billing Contact

Name: _____
Email: _____
Phone: _____

Primary Contact

Name: Cheri Polenske
Email: cpolenske@nscs.edu
Phone: 4024712505

Billing Frequency Term:

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

| Year 1 | | | | | | |
|--|------------|------------|--------------------|-------|---------------|----------------|
| Description | Start Date | End Date | Metric | Qty | Price | Amount |
| Canvas Cloud Subscription | 2022-07-01 | 2023-06-30 | FTE | 6,409 | USD 22.90 | USD 146,766.10 |
| Recurring Sub-Total | | | | | | USD 146,766.10 |
| Canvas - Implementation HE Standard Bundle | | | Per Implementation | 1 | USD 20,000.00 | USD 20,000.00 |
| Canvas - Implementation HE Standard Bundle | | | Per Implementation | 1 | USD 20,000.00 | USD 20,000.00 |
| Non-Recurring Sub-Total | | | | | | USD 40,000.00 |
| Year 1 Total | | | | | | USD 186,766.10 |

| Year 2 | | | | | | |
|---------------------------|------------|------------|--------|-------|-----------|----------------|
| Description | Start Date | End Date | Metric | Qty | Price | Amount |
| Canvas Cloud Subscription | 2023-07-01 | 2024-06-30 | FTE | 6,409 | USD 23.58 | USD 151,124.22 |
| Recurring Sub-Total | | | | | | USD 151,124.22 |
| Year 2 Total | | | | | | USD 151,124.22 |

Year 3

| Description | Start Date | End Date | Metric | Qty | Price | Amount |
|---------------------------|------------|------------|--------|-------|-----------|----------------|
| Canvas Cloud Subscription | 2024-07-01 | 2025-06-30 | FTE | 6,409 | USD 24.29 | USD 155,674.61 |
| Recurring Sub-Total | | | | | | USD 155,674.61 |
| Year 3 Total | | | | | | USD 155,674.61 |

Year 4

| Description | Start Date | End Date | Metric | Qty | Price | Amount |
|---------------------------|------------|------------|--------|-------|-----------|----------------|
| Canvas Cloud Subscription | 2025-07-01 | 2026-06-30 | FTE | 6,409 | USD 25.01 | USD 160,289.09 |
| Recurring Sub-Total | | | | | | USD 160,289.09 |
| Year 4 Total | | | | | | USD 160,289.09 |

Year 5

| Description | Start Date | End Date | Metric | Qty | Price | Amount |
|---------------------------|------------|------------|--------|-------|-----------|-----------------------|
| Canvas Cloud Subscription | 2026-07-01 | 2027-06-30 | FTE | 6,409 | USD 25.76 | USD 165,095.84 |
| Recurring Sub-Total | | | | | | USD 165,095.84 |
| Year 5 Total | | | | | | USD 165,095.84 |
| Grand Total: | | | | | | USD 818,949.86 |

| Deliverable | Description | Expiration |
|---|---|------------|
| Canvas - HE Standard Implementation | As prescribed by your purchased implementation package, your implementation will include the following: <ul style="list-style-type: none"> • Access to Canvas consultants to guide your project, perform some tasks, and answer questions. • One Canvas instance • Access to API information, guides, public courses, and best practice documentation. | 12 Months |
| Training Portal Standard - Core + Advanced On-Demand Content | Unlimited access to core and advanced on-demand training content for teachers and admins through the Training Portal from Effective Date until the earlier of 12 months after subscription start date or the last date of the contracted subscription. | 12 Months |
| Training Webinars - 6 Sessions - Standard | 6 custom training webinar sessions of up to 90 minutes each. Training services will provide a recommended agenda, and customizations can be made based on client specific needs. | 12 Months |
| Canvas Instance Configuration | Configuration of one Canvas instance, including URL and administrators. You will need to provide your desired URL and at least one name and email for an administrator. | 12 Months |
| Standard Project Management | <ul style="list-style-type: none"> • Canvas consultants will be assigned for the duration of your implementation project (i.e., approx. 12 weeks) to give you targeted, one-on-one guidance and ensure your success. • Project will be managed using a shared project plan, which outlines all implementation tasks, assignments, and timelines. • Regular project check-in calls with your consultants provide best-practice advice, processes, and Q&A. • All project management will be performed remotely. | 12 Months |
| Standard Data Provisioning / Technical Consulting for Canvas Instance | <p>One-on-one data provisioning support to get your user data into Canvas, through one of the following methods: manual creation, CSV import, or SIS integration. Access to API documentation and Community guides will be provided. Excludes API-related coding/development.</p> <ul style="list-style-type: none"> • Manual provisioning and CSV imports are configured and tested by you with basic guidance from your Canvas consultants; your consultants and you will both perform tasks to establish SFTP access (if desired) or perform SIS integration (including grade pass back). | 12 Months |

| Deliverable | Description | Expiration |
|--|---|------------|
| Instructional Design - Ready Made Template | Select one pre-built template from our collection of designs. Templates are built with a variety of audience needs in mind. Instructions are included to modify design elements as needed. This course template and all of the content and assets within it are licensed for use on one instance of Canvas. Please do not share this course template in whole or in part outside of the licensed instance for which this course template and associated contents were purchased. | 12 Months |
| Standard Migration | Migration of up to 1,000 courses from currently supported formats*. For content that is not supported, Instructure will provide best practices on how to migrate into Canvas, if available. The following content packages are supported for bulk import into Canvas: Angel, Blackboard 6/7/8/9, Blackboard Vista/CE, WebCT 6+ Course, Common Cartridge 1.0/1.1/1.2/1.3 Package, D2L, Moodle 1.9/2.x .zip file | 12 Months |
| Strategic Consulting - 10 Hours - Standard | 10 hours of remote consulting with a member of our Strategic Services team. Time spent will be tracked and reported to the client and may include contact time via phone or web conference or time spent preparing requested materials or deliverables. Strategic services will provide a recommended plan focused around successful adoption for the consultation time, and customizations can be made based on client specific needs. Services that may be delivered include: * Interactive webinars on a variety of topics addressing rollout strategy and adoption best practices * Review and feedback of client's vision and goals * Review and feedback of client's strategic or change management plans * Consultation and guidance in development of a client change management strategy * Consultation and coaching on product adoption strategies and user buy-in * Guidance with Instructure products through institution initiatives * Planning templates, customizable frameworks, and resources that support planning or help with the connection between Instructure products and institution instructional frameworks and pedagogy | 12 Months |

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

Metrics and Descriptions:

FTE: FTE Metric is measured by the unduplicated 12-month full-time equivalent students in accordance with the definition published by the Integrated Postsecondary Education Data System.

The FTE fees set forth above are based on typical user usage patterns ("Typical Use") for access to the Service and do not account for excess usage of the Service. To the extent the Users' usage of the SaaS Service, in the aggregate, exceeds the Typical Usage at any given time, Instructure and Customer shall, if requested by Instructure, negotiate in good faith a reasonable price increase. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 45 days' of receipt.

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

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

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

Canvas & Catalog: <https://www.instructure.com/canvas/support-terms><https://www.instructure.com/canvas/support-terms>

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

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

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

Any requests to change service deliverables as defined on the order form may incur a fee of ten percent (10%) of the remaining fees for the service.

Notes

As of 7/01/2022, this Services Order Form supersedes the previously signed Services Order Form (Q-76677-6) for Wayne State College, executed on 5/29/2019.

The FTE listed in this Services Order Form is for
Wayne State College - 3,342 FTE
Chadron State College - 1,724 FTE
Peru State College - 1,343 FTE

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

By executing this Order Form, each party agrees to be legally bound by this Order Form and the Instructure Terms and Conditions entered into with the Board of Trustees of the Nebraska State Colleges doing business as Wayne State College, executed on 5/29/2019.

Board of Trustees for the Nebraska State Colleges

| | |
|------------|-------|
| Signature: | _____ |
| Name: | _____ |
| Title: | _____ |
| Date: | _____ |

Instructure, Inc.

| | |
|------------|-------|
| Signature: | _____ |
| Name: | _____ |
| Title: | _____ |
| Date: | _____ |