



## Bullitt County Public Schools

1040 Highway 44 East  
Shepherdsville, Kentucky 40165

502-869-8000  
Fax 502-543-3608  
www.bullittschools.org

To: Dr. Jesse Bacon, Superintendent  
From: Adrienne Usher, Assistant Superintendent for Student Learning  
Date: July 15, 2021  
Re: Instructure Agreement

Attached you will find an agreement between Bullitt County Public Schools and Instructure which is the company that provides our interim CASE benchmark assessment, items backs, and the MasteryConnect platform. The MasteryConnect platform has proven to be a tool that our teachers rely on to help build formative and summative assessments, therefore, high school teachers have inquired and would like to have access to this as well. The cost is \$190,535.00 which will be funded through ESSER. Please approve the requested agreement between Bullitt County Public Schools and Instructure.

Equal Education and Employment Institution

  
7.15.21

Order #: Q-222321-1  
 Date: 2021-07-14  
 Offer Valid Through: 2021-07-31

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

### Order Form For Bullitt Co Public School Dist

Address: 1040 Highway 44 E  
 City: Shepherdsville  
 State/Province: Kentucky  
 Zip/Postal Code: 40165  
 Country: United States

#### Order Information

Billing Frequency: Annual Upfront  
 Payment Terms: Net 30

#### Billing Contact

Name: Kim Lee  
 Email: Kim.lee@bullitt.kyschools.us  
 Phone: 502-809-8000

#### Primary Contact

Name: Adrienne Usher  
 Email: adrienne.usher@bullitt.kyschools.us  
 Phone: (502) 543-2271

#### 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
CASE Benchmark Assessments KY - Second Semester (2BA) - School Pricing - District Pacing	2021-08-01	2022-07-31	User	8,765	USD 10.00	USD 87,650.00
Individual Student Reports	2021-08-01	2022-07-31	User	8,765	USD 1.00	USD 8,765.00
MasteryConnect Bundled Subscription	2021-08-01	2022-07-31	User	11,765	USD 4.50	USD 52,942.50
Item Bank - Navigate All 4 Subjects & CASE Bundle	2021-08-01	2022-07-31	User	11,765	USD 3.50	USD 41,177.50
Recurring Sub-Total						USD 190,535.00
Year 1 Total						USD 190,535.00
<b>Grand Total:</b>						USD 190,535.00

Package Information
Included in your Item Bank - Navigate All 4 Subjects & CASE Bundle:

Deliverable	Description	Expiration
CASE Item Bank		N/A
Navigate Item Bank for ELA, Math, Science & Social Studies Subscription	Navigate Item Bank subscription for ELA, Math, Science and Social Studies featuring learning standards alignments for all 50 States, D.C., Common Core and Next Generation Science Standards.	

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:**

**User:** User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
CASE Benchmark Assessments - Grade Levels	CASE Assessments for the State Tested Subject Areas.
CASE Item Bank	Annual Subscription for CASE Item Bank
Item Bank - Navigate All 4 Subjects & CASE Bundle	Annual Subscription for CASE+Navigate Item Banks

**Elementary Assessment Order Detail**

Subject	Ordered	# of Tests per Year	Delivery Method	Grade Level
ELA	Yes	2	Online - MasteryConnect	K (2 BA);1;2;3;4;5
Math	Yes	2	Online - MasteryConnect	K (2 BA);1;2;3;4;5
Science	Yes	2	Online - MasteryConnect	4
Social Studies	Yes	2	Online - MasteryConnect	5

**Middle Assessment Order Detail**

Subject	Ordered	# of Tests per Year	Delivery Method	Grade Level
ELA	Yes	2	Online - MasteryConnect	6;7;8
Math	Yes	2	Online - MasteryConnect	6;7;8
Science	Yes	2	Online - MasteryConnect	7
Social Studies	Yes	2	Online - MasteryConnect	8

**High School Assessment Order Detail**

Subject	Ordered	# of Tests per Year - Traditional	# of Tests per Semester - Block	Delivery Method
Standard Package - All Subjects	No			
Standard English	No			
Standard Math	No			
Standard Science	No			
Standard Social Studies	No			

**Additional Assessment Details**

<b>Assessment Package</b>		Option 5 (2BA): One Paced BA & Final Comp		
<b>College Prep Assessments</b>				
<b>Grades to Test</b>		<b># of Students</b>		<b># of Administrations</b>
<b>CASE Item Bank Subscription</b>				
<b>Grades to Access</b>		1;2;3;4;5;6;7;8;9;10;11;K		
<b>Notes</b>				
This quote is for two (2) CASE assessments for grades K-8 and CASE+Navigate item bank for grades K-11, all delivered via MasteryConnect platform (with GradeCam), with student reports for grades K-8. Professional development included: none.				

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

**Miscellaneous:** Instructure's support terms are available as follows:  
Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms>  
Portfolium: <https://portfolium.com/support-terms>  
MasteryConnect: <https://www.masteryconnect.com/support/>

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

**Terms and Conditions**

This Order Form shall be governed by the Master Terms and Conditions which can be found here:  
<https://www.instructure.com/master-terms-conditions>

The provision of any Item Bank Services shall also be governed by the Addendum which can be found here:

<https://www.instructure.com/item-bank-addendum>.

The provision of any Benchmark Assessment Services shall also be governed by the Addendum which can be found here:

<https://www.instructure.com/benchmark-assessment-addendum>.

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

**Notes**

This quote is for two (2) CASE assessments for grades K-8 and CASE+Navigate item bank for grades K-11, all delivered via MasteryConnect platform (with GradeCam), with student reports for grades K-8.  
Professional development included: none.

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.

**Bullitt Co Public School Dist**

Signature:	<u>Adrienne Usher</u>
Name:	<u>Adrienne Usher</u>
Title:	<u>Assistant Superintendent</u>
Date:	<u>7/15/21</u>

**Instructure, Inc.**

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