



JESSE BACON, SUPERINTENDENT
ADRIENNE USHER, ASSISTANT SUPERINTENDENT
BRANDY HOWARD, CHIEF ACADEMIC OFFICER
TROY WOOD, CHIEF OPERATIONS OFFICER

To: Dr. Jesse Bacon, Superintendent *JB*

From: Adrienne Usher, Assistant Superintendent
Dr. Brandy Howard, Chief Academic Officer
Patrick Durham, Director of Elementary Education

Date: May 10, 2023

Re: Instructure Agreement (MasteryConnect)

The attached agreement is to provide the MasteryConnect platform for all 13 elementary schools to create assessments aligned to reading, math, science, and social studies standards using assessment items organized by DOK level. Our elementary schools have been using this platform for several years to create and administer standards-based assessments for formative and summative purposes. In addition, the platform complements the utilization of IReady that will be our reading and math universal screener for the 2023-3204 school year. The total cost of the agreement is \$66,590.19 and will be paid through Student Learning funds.

Approval is requested for the Instructure agreement.

Handwritten signature and date: 5-10-23

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION



Services Order Form

Order #: Q-295593-3
Date: 2023-05-09
Offer Valid Through: 2023-07-01

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

Order Form For Bullitt Co Public School Dist

Address: 1040 Hw44E
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:
Email:
Phone:

Primary Contact

Name: Adrienne Usher
Email: adrienne.usher@bullitt.kyschools.us
Phone: +1 502 543 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

Table with 7 columns: Description, Start Date, End Date, Metric, Qty, Price, Amount. Rows include Mastery Connect Bundled Subscription, Item Bank - Mastery All 4 Subjects & Mastery View Bundle, Recurring Sub-Total, Year 1 Total, and Grand Total: USD 66,590.19.

Package Information

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

Deliverable	Description	Expiration	Qty
Mastery Item Bank - Supplemental	Annual Subscription for Mastery Item Bank - Supplemental	N/A	5,517
Mastery Item Bank Subscription	Mastery 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.	N/A	5,517

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
Item Bank - Mastery All 4 Subjects & Mastery View Bundle	Annual Subscription for Mastery View + Mastery Item Banks

Elementary Assessment Order Detail				
Subject	Ordered	# of Tests per Year	Delivery Method	Grade Level
ELA	No			
Math	No			
Science	No			
Social Studies	No			

Middle Assessment Order Detail				
Subject	Ordered	# of Tests per Year	Delivery Method	Grade Level
ELA	No			
Math	No			
Science	No			
Social Studies	No			

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				
Assessment Package				
College Prep Assessments				
Grades to Test		# of Students		# of Administrations
Item Bank Subscription				
Grades to Access	1;2;3;4;5;K			
Notes				
This quote is for Mastery Connect(w/GradeCam) and Mastery Item Bank bundle for grades k-5.				

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>
 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.

In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

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

The provision of any Item Bank Services shall also be governed by the Addendum which can be found here: <https://www.instructure.com/policies/item-bank-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.

The parties agreement with regards to Instructure's processing of personal data or personally identifiable information can be found at: <https://www.instructure.com/policies/data-processing>

Notes
 This quote is for Mastery Connect(w/GradeCam) and Mastery Item Bank bundle for grades k-5.

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:	_____
Name:	_____
Title:	_____
Date:	_____

Instructure, Inc.

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

