



Services Order Form

Order #: Q-285521-2
Date: 2023-02-21
Offer Valid Through: 2023-06-16

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

Order Form For Kingsport City Schools

Address: 400 Clinchfield Street, Suite 200
City: Kingsport
State/Province: Tennessee
Zip/Postal Code: 37660
Country: United States

Order Information

Billing Frequency: Annual Upfront
Payment Terms: Net 30

Billing Contact

Name: Accounts Payable
Email: ap@kingsporttn.gov
Phone: (423) 229-9392

Primary Contact

Name: Michael Hubbard
Email: mhubbard@k12k.com
Phone: +1 423 378 2125

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
Mastery Connect Bundled Subscription	2023-07-01	2024-06-30	User	5,135	USD 5.50	USD 28,242.50
Mastery View Predictive Assessments TN - Full Year - District Pricing - District Pacing	2023-07-01	2024-06-30	User	3,870	USD 8.00	USD 30,960.00
Mastery View Predictive Assessments TN - One Subject (Sem 2BA, Trad 3BA) - District Pacing	2023-07-01	2024-06-30	User	2,820	USD 5.00	USD 14,100.00
Paper-Pencil Benchmarks	2023-07-01	2024-06-30	User	550	USD 1.00	USD 550.00
Individual Student Reports	2023-07-01	2024-06-30	User	6,760	USD 0.00	USD 0.00
Item Bank - Mastery All 4 Subjects & Mastery View Bundle	2023-07-01	2024-06-30	User	5,135	USD 3.50	USD 17,972.50
Recurring Sub-Total						USD 91,825.00
Year 1 Total						USD 91,825.00
Grand Total:						USD 91,825.00

Deliverable	Description	Expiration
Mastery Item Bank - Supplemental	Annual Subscription for Mastery Item Bank - Supplemental	N/A
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

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
Mastery View Predictive Assessments - Grade Levels	Mastery View Predictive Assessments for the State Tested Subject Areas.
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	Yes	3	Paper-Pencil and MasteryConnect	2;3;4;5
Math	Yes	3	Paper-Pencil and MasteryConnect	2;3;4;5
Science	Yes	3	Online - MasteryConnect	3;4;5
Social Studies	No			

Middle Assessment Order Detail				
Subject	Ordered	# of Tests per Year	Delivery Method	Grade Level
ELA	Yes	3	Online - MasteryConnect	6;7;8
Math	Yes	3	Online - MasteryConnect	6;7;8
Science	Yes	3	Online - MasteryConnect	6;7;8
Social Studies	Yes	3	Online - MasteryConnect	6;7;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	Yes	3	2	Online - MasteryConnect
Standard Math	Yes	3	2	Online - MasteryConnect
Standard Science	Yes	3	2	Online - MasteryConnect
Standard Social Studies	No			

Additional Assessment Details					
Assessment Package			Option 1 (3BA): 1st BA, 2nd BA, & Final Comp		
College Prep Assessments					
Grades to Test		# of Students		# of Administrations	
Item Bank Subscription					
Grades to Access			3;4;5;6;7;8;9;10;11		
Notes					
This quote is for Mastery View Predictive Assessments for grades 2-11 and Mastery Item bank/ Mastery Item bank Supplemental. Assessments for grade 2 will be delivered via paper-pencil and grades 3-11 will be delivered via Mastery Connect (with GradeCam). Pricing is based on CER Consortium pricing.					

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/item-bank-addendum>.

The provision of any Predictive 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.

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 View Predictive Assessments for grades 2-11 and Mastery Item bank/ Mastery Item bank Supplemental. Assessments for grade 2 will be delivered via paper-pencil and grades 3-11 will be delivered via Mastery Connect (with GradeCam). Pricing is based on CER Consortium pricing.

PURCHASE ORDER INFORMATION		TAX INFORMATION	
Is a Purchase Order required for the purchase or payment of the products on this order form?		Check here if your company is exempt from US state sales tax : <u>yes</u>	
Please Enter (Yes or No): <u>Yes</u>		<i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>	
If yes, please enter PO Number: <u>will be issued after execution</u>		1	

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Kingsport City Schools

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

Instructure, Inc.

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

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY