Contract Committee Review Request MUST BE COMPLETED IN FULL

Contract/Agreement Vendor:

Instructure & John Barrett
Name of Vendor & Contact Person
john.barrett@instructure.com
Vendor Email Address

Technology

Describe Contract (Technology, program, consultant-prof Bevelopment, etc.)
Please use Summary below to fully explain the contract purchase, any titles, and details for the Baard of
Education to review.

District
Reason/Audience to benefit

05/12/2025
SOE Date

Amount of agreement

Person Submittir	ng Contract/Agreement for Review: Brandon Chitty			
	THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK			
Principal <u>&/or</u> D	irector or Administrator:			
Does this Contra If yes, Technolog	ct/Agreement utilize technology (XES) NO have			
Cabinet Team M	ember: My			
Funding Source:	Bond CCAS Coding			
Consent	Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and Canvas by Instructure, providing Canvas Cloud subscriptions for all students and faculty K-12. Canvas is a sole source vendor. This is year four (4) of five (5) year agreement. Total cost to the District for one year is \$163,249 and will be paid with bond funds. / B.Chitty			
Action				
	Summary This area must be complete with full explanation of contract			

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.



Instructure, Inc. 6330 South 3000 East, Suite 700 Salt Lake City, UT 84121 United States Order Form

Order: Q-384249-3

Date: 2025-04-04 **Order Valid Through**: 2025-07-18

Order Form for Broken Arrow Public Schools

Bill to Information

Entity Name: Broken Arrow Public Schools

Address: 701 S. Main Street City: BROKEN ARROW State/Province: Oklahoma Zip/Postal Code: 74012 Country: United States

Billing Contact

Name:

Email:

Phone:

Ship to Information

Entity Name: Broken Arrow Public Schools

Address: 701 S. Main Street City: BROKEN ARROW State/Province: Oklahoma Zip/Postal Code: 74012 Country: United States

Shipping Contact

Name: Brandon Chitty

Email: blchitty@baschools.org

Phone: +1 918 313 8099

Billing Information

Billing Frequency: Annually Upfront Upon Start Date

Billing Frequency Term: Non-recurring items will be invoiced upon signing. Recurring items will be invoiced on

the subscription start date. **Payment Terms:** Net 30

Year 1								
Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount
S1	Canvas LMS Cloud Subscription	2025-07-01	2026-06-30	Recurring	User	19,500	USD 148,200.00	USD 148,200.00
S2	Custom Development - Recurring (SOW Required)	2025-07-01	2026-06-30	Recurring	Per Each	1	USD 15,049.00	USD 15,049,00

ling Summary				
Segment	Recurring	Non-Recurring	Total USD 163,249.00 USD 163,249.00	
Year 1	USD 163,249.00	USD 0.00		
Total	USD 163,249.00	USD 0.00		

Products	Description	Qty
Canvas LMS Cloud Subscription	Canvas LMS - K-12 Subscription (by user)	19,500.00

Quote Special Terms

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.

User Clause: 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.

User Typical Use Clause: 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.

Payment Terms - Renewal Order Form: 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.

Non-Recurring Expiration: Unless otherwise stated in an applicable Statement of Work or this Order Form, Non-Recurring Products and 3rd Party Products must be completed within 12 months beginning on the later of the last date of signature or the Initial Start Date specified in this Order Form.

Terms and Conditions

Governing Terms: This Order Form shall be governed by the Master Terms and Conditions which can be found here: https://www.instructure.com/policies/mastertermsconditions

Data Processing Addendum: The data processing addendum between the parties is available at: https://www.instructure.com/policies/data-processing-addendum

Conflict Clause: 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.

Product Supplement Terms: Product Specific Supplements which can be found here: https://www.instructure.com/policies/product-supplements, govern the use of the applicable product and/or feature offerings listed in this Order Form and/or utilized by Customer, and are incorporated into the Master Terms and Conditions.

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:
Please Enter (Yes or No):	
If Yes, please enter PO Number:	Please email all US state sales tax exemption certifications to ar@instructure.com

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

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

Broken Arrow Public Schools	Instructure, Inc. (USA/CAN)
Signature:	Signature:
Name:	Name: <u>Austin Holden</u>
Title:	Title: <u>Sr Manager, Deal Desk</u>
Date:	Date: 04/04/2025