



Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 04/30/2025

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 Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Teachers

Reason/Audience to benefit

05/12/2025

BOE Date

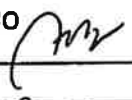
\$ 3,000.00

Amount of agreement

Person Submitting Contract/Agreement for Review: **Brandon Chitty**

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: 

Does this Contract/Agreement utilize technology YES/NO
If yes, Technology Admin: 

Cabinet Team Member: 

Funding Source: **Bond**

Fund/Project

OCAS Coding

☒ **Consent**

☐ **Action**

Accept and approve the Renewal agreement between Broken Arrow Public Schools and Instructure which provides Canvas Credentials Subscription. Canvas Credentials Subscription will allow Broken Arrow Public Schools to empower teachers with the option to earn digital certifications to provide administration with access to rich, verifiable, and secure information about their achievements. When staff completes professional development course work this tool will provide badges of achievement. All certifications will follow teachers throughout their career in education. This is year one (1) of a three (3) year agreement. The total cost to the District is \$3,000 and will be paid with bond funds. / B.Chitty

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-420310-3

Date: 2025-04-02

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 Credentials Subscription	2025-07-01	2026-06-30	Recurring	User	2,000	USD 3,000.00	USD 3,000.00

Billing Summary			
Segment	Recurring	Non-Recurring	Total
Year 1	USD 3,000.00	USD 0.00	USD 3,000.00
Total	USD 3,000.00	USD 0.00	USD 3,000.00

Products	Description	Qty
Canvas Credentials Subscription	Customer agrees that Canvas Credentials shall not be accessed or used by any User that is under 13 years of age and Customer shall not enroll any User in Canvas Credentials that is under 13 years of age. In no event shall Instructure be liable to Customer for any use of Canvas Credentials by a User that is under 13 years of age.	2,000.00

Quote Special Terms

Recurring items on this Order Form (other than any 3rd Party Products) shall automatically renew for succeeding terms of 12-month duration at an annual price increase of 5% unless either party gives the other party 60 days' written notice of its intent not to renew prior to the expiration of the then-current term.

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.

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.

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):	Check here if your company is exempt from US state sales tax:
If Yes, please enter PO Number:	<i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>

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

Signature: _____

Name: _____

Title: _____

Date: _____

Instructure, Inc. (USA/CAN)

Signature:  _____

Name: Austin Holden

Title: Sr Manager, Deal Desk

Date: 04/04/2025