



2023-2024 PURCHASE ORDER

California Online Public Schools

dba California Connections Academy Southern California
33272 Valle Road, San Juan Capistrano, CA 92675
(949) 461-1667 Phone (949) 240-7895 Fax

Purchase Order Number: 2023 - 24 - 100

Date: 4/26/2024

Vendor Contact Name: Juan Banuelos

Vendor Phone Number: _____

Vendor Fax Number: _____

Email P.O. to vendor? Yes No

Vendor Email: jbanuelos@instructure.com

Vendor: Instructure

Address: 6330 South 3000 East , Suite 700

City: Salt Lake

State: UT

Zip: 84121

Product/Description	Sales Quote#	Item #	Cost	Qty	Total Cost
Instructure Learning Platform -User Start 07/01/24 End 06/30/25 (1 Year) Recurring	Q-366919-1		\$ 160,542.00	1	\$ 160,542.00
Canvas LMS Training Virtual Session -Per each	Q-366919-1		\$ 500.00	4	\$ 2,000.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

DocuSigned by: _____

Signature (or email approval) <u>E. Anderson</u>	Date <u>4/26/2024</u>	Order Total	\$162,542.00
Purchaser (or vendor) <u>Juan Banuelos</u>	Date <u>4/26/2024</u>	<input type="checkbox"/> via email approval (see attached)	
Administrator Approval (required) <u>[Signature]</u>	Date <u>4/26/2024</u>		
Audited By (optional) _____	Date _____		



Services Order Form

Order #: Q-366919-1
 Date: 2024-04-24
 Offer Valid Through: 2024-06-30

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

Order Form For California Online Public Schools

Address: 33272 Valle Road
 City: San Juan Capistrano
 State/Province: California
 Zip/Postal Code: 92675
 Country: United States

Order Information
 Billing Frequency: Annual Upfront
 Payment Terms: Net 30

Billing Contact

Primary Contact

Name: LaChelle Carter
 Email: Finance@californiaops.org
 Phone: 800-906-5100

Name: Richie Romero
 Email: rromero@californiaops.org
 Phone: +1 661 406 6196

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
Instructure Learning Platform	2024-07-01	2025-06-30	User	1	USD 160,542.00	USD 160,542.00
Recurring Sub-Total						USD 160,542.00
Canvas LMS Training Virtual Session			Per Each	4	USD 500.00	USD 2,000.00
Non-Recurring Sub-Total						USD 2,000.00
Year 1 Total						USD 162,542.00
Grand Total:						USD 162,542.00

Package Information
Included in your Instructure Learning Platform Bundle:
Canvas Subscription
Canvas 24x7 Tier 1 Support
Training Portal Standard
Studio Subscription
Mastery Connect Subscription
Mastery Connect Online PD Subscription
Mastery Item Bank Subscription
Desmos Item Bank
KDS Inspect Item Bank

Deliverable	Description	Expiration	Qty
Canvas LMS Cloud Subscription	Canvas LMS - K-12 Subscription (by user)	N/A	8,500
24x7 Tier 1 Support (Faculty Only)	24x7 Tier 1 support (faculty only) per year (30% of subscription - min \$4,500)	N/A	1
Canvas Studio Cloud Subscription	Canvas Studio - K-12 Subscription (User)	N/A	8,500
Mastery Connect Subscription	Mastery Connect - Subscription	N/A	8,500
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	8,500
Desmos Tools & Calculators	Desmos is an online math solution with a series of graphing calculators that can be embedded into online assessments to provide students with a way to graph functions, plot data and evaluate equations.	N/A	8,500
KDS INSPECT Formative Assessment Item Bank Student Subscription	KDS INSPECT Formative Assessment Item Bank Student Subscription	N/A	8,500

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.

3rd Party Product	Description	Expiration	Qty
Desmos Tools & Calculators	Desmos is an online math solution with a series of graphing calculators that can be embedded into online assessments to provide students with a way to graph functions, plot data and evaluate equations.	N/A	8,500
KDS INSPECT Formative Assessment Item Bank Student Subscription	KDS INSPECT Formative Assessment Item Bank Student Subscription	N/A	8,500

Professional Services	Description	Expiration	Qty
Training Portal Standard - Core + Advanced On-Demand Content	Unlimited access to core and advanced on-demand training content for teachers and admins through the Training Portal.		8,500
Mastery Connect Online PD Subscription	Unlimited access for faculty and staff users to online training video library.	N/A	1
Canvas LMS Training Virtual Session	One session of remote customized Canvas LMS training of up to 90 minutes.	12 Months	4

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
Canvas LMS Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.
Canvas Studio Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.

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>

Auto Renewal 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 10% 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.


Any requests to change service deliverables as defined on the order form may incur a fee of ten percent (10%) of the remaining fees for the service.

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): <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>Pending</u>	

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.

California Online Public Schools

Signature:	
Name:	Richie Romero
Title:	Deputy Superintendent
Date:	4-25-24

Instructure, Inc.

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