



ANDERSON COUNTY GOVERNMENT
SOLE SOURCE & EXCLUSIVE RIGHTS
AND LICENSE JUSTIFICATION FORM

SUBMIT WITH REQUISITION TO PURCHASING DEPARTMENT

DATE: 7/24/24

CHECK ONE:

- [X] Sole Source - Product or service(s) is only available from a single vendor or supplier.
[ ] Exclusive Rights & License - Vendor holds exclusive patents and/or license for this product. An Exclusive Rights letter with current date must accompany this request.
[ ] Upgrade or renewal to an existing software system - Provide information regarding current software system.

Requisition Number: 77715 Requisition Amount: \$ 117,605.07

Vendor Name: Instructure

Vendor Address: 6330 South 3000 East, Ste 700 Salt Lake City, UT 84121

Vendor Telephone #: \_\_\_\_\_

Requesting Department: Curriculum & Instruction

Requesting Official: Suzi Schmidt

JUSTIFICATION FOR THE REQUEST

What is the function of this product or service?
Why is it needed? What makes it unique?

This information will be used to approve or deny the purchase. PLEASE BE SPECIFIC. ATTACH MEMO IF ADDITIONAL SPACE IS NEEDED. Sole Source purchases that exceed the bid threshold will be noticed on vendor registry for 10 business days prior to purchase approval.

This is a product that is aligned to our TN standards. We currently use this product and have found it to be a valuable tool to assess gaps in student learning as put forth by TN standards.

NOTE: We use the Google test to search for comparable products or services. If found, it is NOT considered a sole source product or service.



Services Order Form

Order #: Q-353027-1
Date: 2024-02-08
Offer Valid Through: 2024-07-17

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

Order Form For Anderson County Schools (TN)

Address: 101 South Main Street
City: Clinton
State/Province: Tennessee
Zip/Postal Code: 37716
Country: United States

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

Billing Contact

Primary Contact

Name:
Email:
Phone:

Name: Suzi Schmidt
Email: sschmidt@acs.ac
Phone: +1 865 463 8631

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, Mastery View Predictive Assessments TN - Full Year - District Pricing - District Pacing - State Tested Subjects - 2;3;4;5;6;7;8;9;10;11;12, Individual Student Reports, Item Bank - Mastery All 4 Subjects & Mastery View Bundle, Recurring Sub-Total, Year 1 Total, Grand Total: USD 117,605.07

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

Dellverable	Description	Expiration	Qty
Mastery View Predictive Assessments TN - Full Year - District Pricing - District Pacing - State Tested Subjects - 2;3;4;5;6;7;8;9;10;11;12	Mastery View Predictive Assessments - Grade Levels	N/A	5,067
Individual Student Reports	Mastery View Individual Student Reports	N/A	5,067
Mastery Item Bank - Supplemental	Annual Subscription for Mastery Item Bank - Supplemental	N/A	5,067
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	5,067
Mastery Connect Subscription	Mastery Connect - Subscription	N/A	5,067
Mastery Connect Student Licensing - GradeCam	User means a learner, administrator, author, manager or designated user associated with Customer's organization, which is authorized by Customer to use the Service with a login credential. Includes access to GradeCam services allowing for bubblesheet scoring.	N/A	5,067

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
Mastery Connect Student Licensing - GradeCam	User means a learner, administrator, author, manager or designated user associated with Customer's organization, which is authorized by Customer to use the Service with a login credential. Includes access to GradeCam services allowing for bubblesheet scoring.	N/A	5,067

**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

**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>.

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 the renewal of Mastery View Predictive Assessments, Mastery Connect (with GradeCam) and the Mastery Item Banks and Individual Student Reports. Not testing Social Studies for Grades 1-5 or 9-12.

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 <a href="mailto:ar@instructure.com">ar@instructure.com</a></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.

**Anderson County Schools (TN)**

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

**Instructure, Inc.**

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

## Anderson County Schools (TN)

To Whom It May Concern:

Instructure, inc. is the developer of Mastery View Predictive assessments, Mastery View College Prep assessments, Mastery View Formative assessments, Mastery View Interim assessments, and Mastery Item and Item Bank Supplemental that are very closely aligned with individual state standards for grades Kindergarten through High School. Instructure's team of experienced professionals help teachers and administrators harness the power of data provided by our platform reports to focus on student needs. Instructure, Inc. is the sole distributor of these products in the states of Mississippi, North Carolina, South Carolina, Tennessee, Kentucky, Alabama, Missouri, Texas, and Louisiana. Instructure is committed to helping school districts and individual schools improve student achievement. We look forward to working with your administration and your staff to help make these improvements in the lives of your students.

Thank you for your interest in our Assessment suite, if you have any additional questions, please feel free to contact us.

Sincerely,

*Heather Grogan*

Renewal Account Manager

[heather.grogan@instructure.com](mailto:heather.grogan@instructure.com)

1 (800) 203-6755

7/24/2024

## Anderson County Schools (TN)

To Whom It May Concern:

Instructure is pleased to offer our product, Mastery Connect, as a sole-source vendor. Although other companies boast some of the features we provide, our uniqueness rests in our design and synthesis of these features in a visually appealing, easily actionable solution. Our features combine to provide a seamless and effective data-driven experience.

### Mastery Connect Curriculum Maps

Curriculum Maps offer a standards-first approach to curriculum mapping that focuses teachers on what matters most when planning scope and sequence. Customers regularly comment on its ability to focus teachers' attention on when, how, and how often standards are introduced and spiraled throughout a course.

### Mastery Connect Resource Pins and Assessment

Communities empower teachers to create, share, improve upon, and organize assessments and other resources. Administrators appreciate how, *"Mastery Connect empowers teachers to create their own assessments and to honor and improve on these assessments as a means of fine-tuning instruction."*

### Mastery Connect Teacher Mobile Application

Teachers can administer formative-based assessment through multiple means, including quick checks for understanding and rubric-based performance assessment using these. Teachers note, *"In the past it was difficult to analyze rubric-based data. Mastery Connect not only makes it easy to record the data, it also provides transparent and actionable reports we can use to identify students' mastery of goals and objectives and adjust instruction based on that data."*

### Mastery Tracker

The Mastery Tracker is the heart of Mastery Connect, which supports teachers as they identify in-the-moment levels of mastery standard-by-standard and student-by-student. Multiple proficiency calculations provide flexibility in how districts, schools, and teachers define mastery.

## Mastery Connect Teacher Reports

Mastery Connect Teacher Reports are the engine that drives meaningful teacher collaboration within and between schools. The reports provide teachers with data from all types of assessment and drive meaningful conversations.

## Mastery Connect Benchmark Comparison Report

Mastery Connect Benchmark Comparison Reports provide teachers a side-by-side comparison of district benchmark results with classroom formative levels of mastery. This report empowers teachers to calibrate their own instruction with district expectations and to gain a deeper understanding of item construction.

In addition to providing all K-12 educational standards – over one million in total, Mastery Connect Custom Standards support any set of standards a district uses.

Our customers repeatedly refer to our solution as game-changing in providing the necessary data support for successful implementations of whichever innovation they choose to implement. Please contact me with any questions for additional information. We look forward to working with you.

Sincerely,

*Heather Grogan*

Renweal Account Manager

[heather.grogan@instructure.com](mailto:heather.grogan@instructure.com)

1 (800) 203-6755

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