



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

## Order Form

Order: Q-388329-1

Date: 2025-04-18

Order Valid Through: 2025-06-30

### Order Form for DeKalb County Schools

#### Bill to Information

**Entity Name:** DeKalb County Schools  
**Address:** 1701 MOUNTAIN INDUSTRIAL BLVD  
**City:** STONE MOUNTAIN  
**State/Province:** Georgia  
**Zip/Postal Code:** 30083-1027  
**Country:** United States

#### Billing Contact

**Name:**  
**Email:**  
**Phone:**

#### Ship to Information

**Entity Name:** DeKalb County Schools  
**Address:** 1701 Mountain Industrial Boulevard  
**City:** Stone Mountain  
**State/Province:** Georgia  
**Zip/Postal Code:** 30083  
**Country:** United States

#### Shipping Contact

**Name:** Kyia Clark  
**Email:** kyia\_clark@dekalbschoolsga.org  
**Phone:** +1 678 898 9651

#### Billing Information

**Billing Frequency:** Annual Upfront

**Billing Frequency Term:** Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

**Payment Terms:** Net 30

Year 1								
Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount
S8	24x7 Tier 1 Support (Faculty Only)	2025-07-01	2026-06-30	Recurring	30% of Subscription (Minimums Apply)	1	USD 95,700.00	USD 95,700.00
S7	Canvas LMS Cloud Subscription	2025-07-01	2026-06-30	Recurring	User	116,000	USD 2.75	USD 319,000.00
S4	Course Template Library Subscription	2025-07-01	2026-06-30	Recurring	User	116,000	USD 0.00	USD 20,600.00
S3	Training Portal Premium - Core + Advanced On-Demand Content + Live Webinars	2025-07-01	2026-06-30	Recurring	Per Each	116,000	USD 20,600.00	USD 20,600.00
S2	Impact Cloud Subscription	2025-07-01	2026-06-30	Recurring	User	116,000	USD 0.50	USD 58,000.00
S1	Canvas Studio Cloud Subscription	2025-07-01	2026-06-30	Recurring	User	116,000	USD 58,000.00	USD 58,000.00
S12	Dedicated Canvas LMS Consultant Provided per Attached SOW	2025-07-01	2026-06-30	Non-Recurring	Per Event	1	USD 243,350.00	USD 243,350.00

Billing Summary			
Segment	Recurring	Non-Recurring	Total
Year 1	USD 571,900.00	USD 243,350.00	USD 815,250.00
<b>Total</b>	<b>USD 571,900.00</b>	<b>USD 243,350.00</b>	<b>USD 815,250.00</b>

Products	Description	Qty
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24x7 Tier 1 Support (Faculty Only)	24x7 Tier 1 support (faculty only) per year (30% of subscription - min \$4,500 USD)	1.00
Canvas LMS Cloud Subscription	Canvas LMS Cloud Subscription: Per User	116,000.00
Template Licensing	Provides a license to use library templates in 1 instance of Canvas LMS for the duration of subscription.	116,000.00
Course Template Library Subscription	Provides access to the course template library application for one Canvas LMS instance. Course template library is installed in the Canvas LMS root account for the Canvas LMS instance.	116,000.00
Training Portal Premium - Core + Advanced On-Demand Content + Live Webinars	Unlimited access to core and advanced on-demand training content for teachers and admins and unlimited access to instructor-led online training through the Training Portal.	116,000.00
Impact Cloud Subscription	Impact - K12 Subscription (User)	116,000.00
Dedicated Canvas LMS Consultant Provided per Attached SOW	These services are individually scoped and backed by a SOW (which is included with the order). Project pricing based. Must include signed/completed SOW which is scoped by Learning & Strategy Consulting prior to quote.	1.00

**Quote Special Terms**

Recurring items on this Order Form (other than any 3<sup>rd</sup> 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.

**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.

**Product Special Terms**

Instructure's support terms are available as follows: <https://www.instructure.com/canvas/support-terms>

**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.

**Notes:**

Annual pricing for Studio and Impact will increase to \$0.75 per user for the next contract renewal period of 7/1/2026 - 6/30/2027  
 This Order Form supersedes previously signed Services Order Form Q-182327-1, fully executed on 9/10/2021, for the period 7/1/2025 - 6/30/2026

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.

**DeKalb County Schools**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Instructure, Inc. (USA/CAN)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Statement of Work



**DeKalb County School District**

Learning Services Consulting - Renewal 2025

**SUBMITTED BY:**

Nodin de Saillan  
March 7, 2025

*This Statement of Work ("SOW") is governed by the Master Terms and Conditions available at <https://www.instructure.com/policies/mastertermsconditions> and the Professional Services Supplement available at <https://www.instructure.com/policies/product-supplements/professional-services>.*

## Summary

DeKalb County School District (“**Customer**”) is engaging Instructure (“**Instructure**”) to provide consulting services to assist in adoption and change management efforts to support usage of the Canvas learning management platform. Terms and deliverables for each service are further defined in the appendices that are applicable to each service.

## Fees & Billing

Fees and billing for the services documented in this SOW are set out in and subject to the terms for recurring services under Billing Frequency Term in Services Order Form Q-388329 and such terms shall be deemed to be incorporated herein by reference. Specific terms for each service are provided in the respective appendices as noted below.

DESCRIPTION	ANNUAL AMOUNT
<b>Principal Learning Consultant</b> (Appendix A)	See Instructure Services Order Form Q-388329

Consultant services start on 7/1/2025 (“**Consultant Start Date**”) and end at the lesser of 12 months after the Consultant Start Date or Canvas subscription expiration. Services outlined in this SOW will not be rendered prior to the Consultant Start Date unless services are rendered under another agreement executed by Customer and Instructure.

## Active Canvas Subscription Required

Customer must have an active subscription to Canvas in order to access and utilize the Services provided under this SOW. Any unused services that remain after Customer’s Canvas subscription has lapsed are non-transferable and are revoked upon cancellation.

## Material Changes to Staffing

### Removal/Replacement of Key Personnel by Instructure

All Key Personnel shall be assigned to perform the services hereunder in an efficient and timely manner according to the plans and timelines expressed.

If the Key Personnel becomes incapacitated, voluntarily terminates employment with Instructure (and/or any of Instructure's Affiliates or Subcontractors), is terminated For Cause by Instructure, or is transferred, reassigned or redeployed, Instructure shall replace such person with another person who is at least as well qualified as the person being replaced within a reasonable period of time.

### Removal of Provider Personnel by the Customer

If Key Personnel employed or retained by Instructure to perform Instructure's obligations under this agreement:

- Do not have skills comparable to someone of similar role in the industry, or
- Violate the Customer's personal reasonable safety, security or compliance requirements.

The Customer shall notify Instructure in writing, and Instructure, at its sole discretion, will promptly address the performance or conduct of such person, or will promptly replace such person with another person with sufficient knowledge and expertise to perform the services in accordance with this agreement.

### Optional Extension of Key Personnel

The Customer has the option, with the consent of both parties, to extend the utilization of Key Personnel beyond the initial terms agreed upon in this SOW. Should the Customer desire to extend their contract with Instructure for key personnel, the Customer is required to notify Instructure in writing at least 90 days before the expiration of the existing resource's tenure. Instructure reserves the right to review and adjust annual Consultant rate for subsequent years and will provide notice of changes. If no review or adjustment occurs, Consultant rate will increase by 10% annually.

If a consulting resource is unable or unwilling to continue for the optional term, Instructure will replace such person with another person who is at least as well qualified as the person being replaced within a reasonable period of time.

## General Limitations & Exclusions

1. Consultant will be staffed and hired by Instructure using Instructure's hiring practices without direct Customer involvement.
2. Any training services to be provided will be delivered under a separate agreement.
3. Consultant will not train Customer on how to create, operate, or maintain custom and/or third-party software (e.g. *custom and/or community scripts, JavaScript overrides, and CSS overrides*).
4. Consultant will not train Customer on API usage.
5. Consultant will not provide custom development services.
6. Consultant will provide services remotely. Any onsite travel will require separate, mutually agreed upon terms.
  - 6.1. Overnight travel and accommodations will require a separate agreement
7. Consultant will follow Instructure company policy for office work and travel if applicable.
8. Consultant will follow the Instructure holiday schedule and Personal Time Off (PTO) policy.

## Expiration & Effective Date

This SOW is only valid if Services Order Form Q-388329 is signed and returned to Instructure within thirty (30) days following the Version date (shown in the footer) of the document ("Expiration Date"). Instructure has the right, in its sole discretion, to reject this SOW if it is received after the Expiration Date; acceptance of this SOW after the Expiration Date is subject to Instructure's discretionary review and revision. The Effective Date of this SOW is the date that the signed Services Order Form Q-388329 is returned to Instructure.

# APPENDIX A

## Principal Learning Consultant

### Summary

Instructure will provide Customer a Principal Learning Consultant to support initiatives for change management efforts and adopting the Canvas learning management platform.

### Project Approach

#### Resource Availability

One Principal Learning Consultant will work with the Customer starting July 1, 2025 (“**Consultant Start Date**”) and end at the lesser of 12 months or Canvas subscription expiration after the Consultant Start Date. Services outlined in this appendix will not be rendered prior to the Consultant Start Date unless services are rendered under another agreement executed by Customer and Instructure. The Customer has the option to renew for each additional 12-month term of the contract. The Customer must inform Instructure of their intent to exercise the renewal option no later than 90 days before the current expiration (see “Optional Extension of Key Personnel”).

The Principal Learning Consultant will work with the Customer remotely during the contracted period. During the engagement, the Principal Learning Consultant will perform tasks as outlined below (see “Principal Learning Consultant Responsibilities”), will engage in a weekly consulting check-in, and will provide additional guidance through remote consultation and project delivery. With prior written consent of both parties, the Principal Learning Consultant may provide approved onsite activities. General Limitations & Exclusions 6 still applies.

The Principal Learning Consultant may attend Instructure professional development functions essential for job performance; participate in company meetings that share non-public information; or attend internal meetings for other reasons that are pre-arranged with and agreeable to the Customer. The Consultants will continue working during times when the Customer's offices are closed, but Instructure offices are open.

#### Personal Time Off Policy

Consultant will follow the Instructure holiday schedule and Personal Time Off (PTO) policy.

## Principal Learning Consultant Responsibilities

The duties in the ‘Duties Included But Not Limited To’ table highlight the activities that a consultant can support. Consultant will work with Customer to identify priority projects and strategically engage around areas of highest impact within the time available during the engagement.

#	DUTIES INCLUDED BUT NOT LIMITED TO
1	Provide guidance through the use of best practices in learning and the Instructure Learning Platform.
2	Support the Customer’s vision for using products within the Instructure Learning Platform.
3	Share strategies for change management, understand the current state and planned future state, and work to support the organization’s vision.
4	Work with key stakeholders to understand and support the Customer’s communication, training, and engagement plans while seeking to mitigate risks.
5	Develop a curriculum and/or programmatic strategy by determining instructional approaches, student experience, program development, faculty interactions, and assessment.
6	Curate and create plans, resources, and materials to address Customer’s needs related to the Instructure Learning Platform including updates on new and enhanced features.
7	Assist with the execution of key plans, including deployment of Instructure product-related professional development and promotion of resources to enhance engagement.
8	Sustain growth by identifying key data, regularly reviewing key data points and using the data to adjust current plans or set next phase goals.
9	Support Customer with recommendations of Instructure Learning Platform best practices that connect to the institution’s instructional framework and provide workshops for admins, PD and curriculum leaders, instructional coaches, and other instructional staff.
10	Assist with product use, provide feedback, and coach staff on the Instructure Learning Platform.
11	If applicable, assist with course development, deployment, and facilitation for self-paced and instructor-led options; provide feedback on courses and coach staff through making changes.
12	Build the capacity of institution experts with targeted consulting sessions and ongoing coaching, and provide mentorship and support of the Customer team as needed and appropriate.

13	Provide expertise in administration of products within the Instructure Learning Platform.
14	Attend meetings for planning and progress updates or to support other Customer needs related to the Instructure Learning Platform.
15	Other tasks and assignments that support the Customer's use of the Instructure Learning Platform.
16	Provide guidance through the use of best practices in learning and the Instructure Learning Platform.
17	Support the Customer's vision for using products within the Instructure Learning Platform.

### Excluded Duties

#	DUTIES NOT PROVIDED BUT NOT LIMITED TO
1	Custom scripting or custom development
2	Manual or Automated API calls
3	SIS Integration or Authentication Configuration
4	Technical Support