



AGENDA

Business Services Committee

John Benbow, Jr., Chairman
Katherine Bielski-Medina, Member
Larry Davis, Member
John A Krings, President

April 1, 2019

LOCATION: Board of Education Conference Room A/B

TIME: 6:00 p.m.

- I. Call to Order
- II. Public Comment
- III. Business Services
 - A. Canvas Learning Management System Purchase – Approval
 - B. Chromebook Cases Purchase – Approval
 - C. 2019-20 Lincoln High School Trades House Selection – Approval
 - D. Ford Passenger Van Purchase – Approval
- IV. Updates and Reports
 - A. Copy Paper Purchase – Update
 - B. Food Service Administrative Review – Report
- V. Agenda Items
- VI. Future Agenda Items



BACKGROUND

Business Services Committee

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Katherine Bielski-Medina, Member
Larry Davis, Member
John A Krings, President

April 1, 2019

LOCATION: Board of Education Conference Room A/B

TIME: 6:00 p.m.

I. Call to Order

II. Public Comment

III. Business Services

A. Canvas Learning Management System Purchase – Approval

As the District continues its transition to a 1:1 learning environment at Lincoln High School and River Cities High School, the District needs a better option to house online curriculum. The Instructional Technology Committee and Curriculum Department have explored several options over the past two years, including Schoology, Moodle, and Canvas. The District is currently piloting Canvas Learning Management System and has received many positive reviews from staff, students, and Administration. Therefore, the Instructional Technology Committee and the Lincoln High School staff and Administration are recommending the purchase of the Canvas Learning Management System. See Attachment A for the proposal.

The Administration recommends that the purchase a 3-year license of the Canvas Learning Management System from Instructure at a total cost of \$46,780, to be paid in three annual installments as described in the contract, with funding from the District Technology and Curriculum budgets, be recommended for approval to the Board of Education.

B. Chromebook Cases Purchase – Approval

The transition of a 1:1 learning environment at Lincoln High School for the 2019-20 school year will allow students to take devices home. For this reason, cases will be needed to protect the Chromebooks. A number of case options have been explored by the Instructional Technology Committee, Technology Department, and the Lincoln High School Technology Steering Committee. A CB Slim Hard Shell case was selected from Bump Armor. To ensure the cases arrive in time to prep the Chromebooks for August, the District needed to sign a letter of intent to purchase. This letter was signed on March 11, 2019, and is attached as Attachment B.

The Administration recommends the purchase of 1500 Bump Armor CB Slim Hard Shell cases, at a cost of \$28,314.31, to be funded from the 2019-20 District Technology budget and District Technology referendum budget.

Business Services Committee Meeting Background – April 1, 2019

C. 2019-20 Lincoln High School Trades House Selection – Approval

The Committee will review the Trades House Committee recommendation for a 2019-20 trades house to be constructed by the Lincoln High School Trades House Construction class.

The Trades House Committee will meet Monday, April 1, 2019 to review the trades house applicants and provide a recommendation to the Committee. The Committee's recommendation will be presented to the Board of Education for approval.

D. Ford Passenger Van Purchase – Approval

The District added an additional Special Needs van route in January 2019. To facilitate this addition, one of the Special Needs vans at Lincoln High School was shifted to a route. The 2006 Chrysler van used as a back up Special Needs van then shifted to Lincoln High School to transport Lincoln High School Special Needs students to job sites. The 2006 van is in very poor condition and the Administration is recommending the purchase of a new Special Needs van for Lincoln High School. The 2006 van would then return to backup van status. Bids were sent out for a Ford 10-passenger van similar to the red van housed at Lincoln High School purchased last year. The bids were based on state pricing and only one dealership was willing to submit a bid. The Department of Public Instruction has been notified of the intent to purchase a Special Needs van for the 2018-19 budget year. The bid was accepted and an order was placed in order to receive delivery prior to the end of June 2019.

Listed below were the bids received:

Rapids Ford Lincoln LLC	No Bid
Scaffidi Motors Inc	26,494.50
V & H Automotive	No Bid

The Administration recommends that the proposal to purchase a Ford 10-passenger van, at a cost of \$26,494.50, from Scaffidi Motors be recommended for approval to the Board of Education.

IV. Updates and Reports

A. Copy Paper Purchase – Update

The Business Services staff received bids March 18, 2019 via fax or e-mail from two vendors for copy paper. The lowest bid was received from Contract Paper Group, Inc. at a total cost of \$21,453.60. The order was placed with Contract Paper Group, Inc. to reserve the quoted price.

A summary of the copy paper bids received is included as Attachment C.

B. Food Service Administrative Review – Report

Elizabeth Severson, Food Service Director, will be present to explain the findings for the recent Food Service program review. The Department of Public Instruction is required to complete an administrative review of every three years.

A summary of the DPI administrative review is included as Attachment D.

V. Agenda Items

Committee members will be asked which agenda items from the Committee meeting will be placed on the consent agenda for the regular Board of Education meeting.

VI. Future Agenda Items

No future agenda items of the Business Services Committee were identified.




WISCONSIN
RAPIDS
PUBLIC
SCHOOLS

March 11, 2019

CB Slim Hard Case with Exterior Pocket – Black
CB 11-2H-88

This letter notifies Mohawk USA (Bump Armor) that Wisconsin Rapids Public Schools intends to issue a purchase order to Mohawk USA (Bump Armor) for the purchase of 1,500 customized CB Slim Hard Shell Cases with Exterior Pocket at a total cost of \$28,314.31.

This signed document authorizes Mohawk USA (Bump Armor) to begin production in lieu of a purchase order with an expected PO date of July 1, 2019.

Signature:  _____
Name: PHILLIP BICKELHAUP
Title: DIRECTOR OF TECHNOLOGY



Estimate

Mohawk USA
 458 Danbury Road
 B-3
 New Milford, CT 06776
 Phone: 415) 347-8039
 Fax: (509) 351-4345
 www.bumparmor.com

Estimate Date:	Estimate #:
2/13/2019	4203

Bill To	Ship To
Phil Bickelhaupt Wisconsin Rapids Public 510 Peach St. Wisconsin Rapids WI 544944663	Phil Bickelhaupt Wisconsin Rapids Public 510 Peach St. Wisconsin Rapids WI 544944663

Please email your purchase order to orders@bumparmor.com
 Please provide an email address contact with your purchase order for invoicing

Item #	Product	Quantity	Unit Price	Amount
CB11-2H-88	CB Slim Hard Shell + Pocket 11" - Black	1,500	\$18.49	\$27,735.00

We appreciate your business.

Sub Total: \$27,735.00
Discount:
Sales Tax: \$0.00
Shipping: \$579.31

CUSTOMIZATION REQUEST FOR LOGO
 -Embroidered logo - Color TBD!

Amount Due: \$28,314.31

Printed 3/11/2019

INSTRUCTURE

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

Services Order Form

Order #: Q-73506-2

Date: 3/14/2019

Offer Valid Through: 3/31/2019

Order Form For Wisconsin Rapids School District

Address: 510 Peach St
 City: Wisconsin Rapids State/Province: Wisconsin Zip/Postal Code: 54494
 Country: United States

Order Information

Billing Frequency: Annual Upfront

Payment Terms: Net 30

Billing Contact

Primary Contact

Year 1

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	7/1/2019	6/30/2020	User	2,000	USD 7.10	USD 14,200.00
Recurring Sub-Total						USD 14,200.00
Standard Implementation			Per Implementation	1	USD 2,000.00	USD 2,000.00
Canvas Custom Training			Per Hour	6	USD 0.00	USD 0.00
Non-Recurring Sub-Total						USD 2,000.00
Year 1 Total						USD 16,200.00

Name: Email: Phone:

Phil Bickelhaupt philip.bickelhaupt@wrps.net (715) 424-6715 x 1036

Name: Phil Bickelhaupt
 Email: philip.bickelhaupt@wrps.net
 Phone: (715) 424-6715 x 1036

Year 2

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	7/1/2020	6/30/2021	User	2,000	USD 7.46	USD 14,920.00
Recurring Sub-Total						USD 14,920.00
Year 2 Total						USD 14,920.00

Year 3

Description	Start Date	End Date	Metric	Qty	Price	Amo
Canvas Cloud Subscription	7/1/2021	6/30/2022	User	2,000	USD 7.83	USD 15,660

Description	Start Date	End Date	Metric	Qty	Price	Amount
Recurring Sub-Total						USD 15,660.00
Year 3 Total						USD 15,660.00
Grand Total:						USD 46,780.00

Deliverable	Description	Expiration
Canvas Training Subscription for 1 Year - 20 Users	Access to unlimited instructor-led online training for up to 20 named Canvas subscription users from Effective Date until the earlier of 12 months after subscription state date or the last date of the contracted subscription.	12 Months
Canvas Implementation	As needed, your implementation will include the following: *Access to API documentation and consulting with client resources on the client initiated data strategy. *Assistance in configuring and testing authentication integration for currently supported technologies including LDAP, SAML, and CAS. Instructure will take a consultant role on the effort and guide client resources to complete the integration. Through the Theme Editor, branding for Canvas including application of a color scheme and logos for the top navigation and login page. *Access to guides, public courses, and best practices documentation. Documented best practices for driving high Canvas adoption and usage.	N/A
Data Provisioning for Canvas Instance	Your Implementation Consultant (IC) will provide expertise and best practices regarding data provisioning for your Canvas instance. This includes consultation for manual UI management, SIS imports, and any available SIS integrations, including grade pass back. Access to relevant Community guides and API documentation will be provided. Your IC will also discuss and execute a remapping plan if you are switching Student Information Systems and remapping within Canvas is necessary.	12 Months
Instructional Design: Ready Made Template	Select One Pre-Built Template from our suite of designs. Templates are built with a variety of audience needs in mind. Instructions are included to modify design elements as needed.	12 Months
Canvas Custom Training	1 Hour of remote webinar training. Customized agenda developed based on client specific needs.	12 Months

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.

Subscription	Metric	Description
Canvas	User	Canvas K-12 subscription based on the number of full-time or part-time users (students, teachers, administrators) per year.

Duration: Instructure may begin providing the services on the later of: (i) ninety (90) days prior to the earliest start date; or (ii) the date of the last signature on this Order Form ("Effective Date"). Notwithstanding the foregoing, any third-party content purchased under this order form will be made available on the applicable start date listed above.

Miscellaneous: Instructure's support terms are available as follows: Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms> Bridge: <https://www.getbridge.com/support-terms>

PURCHASE ORDER INFORMATION

Is a Purchase Order required for the purchase or payment of the products

TAX INFORMATION

Check here if your company is tax exempt:

Yes
on this order form?

Please Enter (Yes or No): If yes, please enter PO Number:

Yes
Technology

Please email any/all exemption certifications to ar@instructure.com.

By executing this Order Form, each party agrees to be legally bound by this Order Form and the applicable terms and conditions.

DocuSigned by:
Phil Bickelhaupt
 0AAFF351EFCB412...

Wisconsin Rapids School District

Instructure, Inc.

Signature:

Signature:

Name:

Phil Bickelhaupt

Name:

Title:

Director of Technology

Title:

Date:

3/15/2019

Date:

Instructure Standard Terms and Conditions

This document outlines the standard contractual terms and conditions that apply to the provision of any products or services by Instructure, Inc. ("**Instructure**") to the entity identified in the Order Form ("**Customer**"). An "**Order Form**" means any order for the provision of products or services

signed by Customer. These terms are incorporated into the Order Form and together, the Order Form and these Terms are the "**Agreement**." Instructure and Customer may be referred to herein each as a "**party**" and together as the "**parties**."

1. Services. Subject to the terms of this Agreement, Instructure will provide the Service specified in the Order Form. "**Service(s)**" means the proprietary software as a service offering(s) provided by Instructure and made available through a URL in a hosted environment, together with any other related products and services to be provided by Instructure as described in the Order Form. "**User**" means an individual who is authorized by the Customer to use the Service and Customer has paid for such use.

2. Customer Restrictions. Customer shall not (and shall not permit Users to): (a) sell, rent, lease, lend, sublicense, distribute, or otherwise transfer

or provide access to the Service to any person, firm, or entity except as expressly authorized herein, access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes; (b) modify, adapt, alter or create derivative works from or merge the Service or any subpart thereof (including proprietary markings) with other services or software; (c) remove or modify any proprietary markings or restrictive legends in the Service; or (d) use the Service or any of Instructure's data, systems, network, or services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including, without limitation, accessing or using Instructure data, systems, or networks in an unauthorized manner, attempting to probe, scan, or test the vulnerability of a Instructure system or network, circumventing any Instructure security or authentication measures, monitoring Instructure data or traffic, interfering with any Instructure services, collecting or using from the Service email addresses, screen names, or other identifiers, collecting or using from the Service information without the consent of the owner or licensor, using any false, misleading, or deceptive information, using the Service to distribute software or tools that gather information, distribute advertisements, or engage in conduct that may result in retaliation against Instructure or its data, systems, or network. Use and access to the Application Program Interface ("**API**") will be subject to the

Instructure API Policy available at <https://www.instructure.com/policies/api-policy>.

3. Customer Responsibilities. Customer is responsible for Customer Content and use of the Service by Users. Prior to allowing any User access to the Service, Customer will ensure that such User agrees to be bound by and will require all Users to adhere to the Acceptable Use Policy provided by Instructure and available at <https://www.instructure.com/policies/acceptable-use> (the "**AUP**"), and Customer agrees to enforce such terms and conditions against its Users. Customer further agrees to: (a) maintain the confidentiality and security of passwords; (b) obtain from Users any consents necessary under this Agreement or to allow Instructure to provide the Services; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service; (d) notify Instructure promptly of any such unauthorized access or use of which it learns; and (e) cooperate reasonably in all respects with respect to implementation and maintenance of the Service.

4. Instructure Responsibilities. Instructure shall: (a) deploy all updates and upgrades to the Service to Customer that Instructure provides to its customers generally for no additional charge; and (b) provide Support ("**Support**") pursuant to the then-current standard terms of Instructure's customer support.

5. Fees. As consideration for the subscription to the Service, Customer shall pay all fees ("**Fees**") set forth in the Order Form. All Fees will be due from Customer within thirty (30) days after receipt of invoice, unless otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay, all sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Except as expressly set forth in this Agreement, all Fees are non-refundable.

6. Service Standard. Instructure will use commercially reasonable efforts to make the Service available with an Annual Uptime Percentage of at least 99.9% ("**Service Commitment**"). In the event Instructure does not meet the Service Commitment, Customer will be eligible to receive a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription fee for a twelve (12) month period. The service

credit is calculated by taking the number of hours the Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 the annual subscription fee. If the Customer has been using the Service for less than 365 days, the preceding 365 days will be used, but any days prior to Customer's use of the Service will be deemed to have had 100% availability. Any unavailability occurring prior to a credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue originating from Customer or a User. Customer's sole and exclusive remedy for breach of the Service Commitment in this Section

6 will be for Instructure to provide a credit as provided in this Section 6; provided that Customer notifies Instructure in writing of such claim within thirty

(30) days of becoming eligible for such claim.

7. Representations and Warranties. Instructure warrants that: (a) the functionality or features of the Service and Support may change but will not materially degrade during the Term; and (b) the Service will materially conform to its then current documentation. As Customer's exclusive remedy and Instructure's sole liability for breach of the warranties set forth in this Section 7: (i) Instructure shall correct the non-conforming Service at no additional charge to Customer; or (ii) in the event Instructure is unable to correct such deficiencies after good-faith efforts, Instructure shall refund Customer amounts paid that are attributable to the defective Service from the date Instructure received such notice. To receive warranty remedies, Customer must promptly report deficiencies in writing to Instructure, but no later than thirty (30) days after the deficiency is identified by Customer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, INSTRUMENT AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, INSTRUMENT DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR BE ERROR-FREE.

8. Compliance. Each party will comply with all applicable laws and regulations (including all applicable export control laws and restrictions) with respect to its activities under this Agreement. Instructure will implement reasonable administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content.

9. Data. As between Instructure and Customer, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes or other materials uploaded by a User through the Service ("**Customer Content**") remain the sole property of Customer. Instructure may use the Customer Content solely to provide and improve the Services in accordance with this Agreement or Customer's instructions. As between the parties,

Instructure owns the aggregated and statistical data generated or related to the provision, operation or use of the Service, including measurement and usage statistics, configurations, survey responses, and performance results (the **"Aggregated Data"**). Nothing herein shall be construed as prohibiting Instructure from utilizing the Aggregated Data, provided that Instructure's use of Aggregated Data will not reveal the identity, whether directly or indirectly, of any User or Customer.

10. Limitation of Liability. EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS IN SECTION 15, EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. CUSTOMER ACKNOWLEDGES THAT INSTRUMENT IS NOT RESPONSIBLE FOR THIRD-PARTY SERVICES OR CONTENT MADE AVAILABLE THROUGH THE SERVICE.

11. Confidentiality. Each party acknowledges that the other party may disclose its Confidential Information to the other in the performance of this Agreement. Accordingly, each party shall: (a) keep the Confidential Information disclosed by the other party confidential; (b) use Confidential Information only for purposes of fulfilling its obligations and exercising its rights hereunder; and (c) disclose such Confidential Information only to the receiving

party's employees who have a need to know and only for the purposes of fulfilling this Agreement or to the extent required by law. As used herein, **"Confidential Information"** means information in the possession or under the control of a party of a proprietary nature relating to the technical, marketing, product and/or business affairs or proprietary and trade secret information of that party in oral, graphic, written, electronic or machine readable form. Confidential Information shall not include information that: (i) the receiving party possesses prior to acquiring it from the other; (ii) becomes available to the public or trade through no violation by the receiving party of this paragraph; (iii) is given to the receiving party by a third-party not under a confidentiality obligation to the disclosing party; or (iv) is developed by the receiving party independently of and without reliance on confidential or proprietary information provided by the disclosing party. Further, any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the Service as well as to disclosures required by or under applicable law or related government agency actions. Instructure will also comply with all court orders or subpoenas involving requests for such information.

12. Proprietary Rights. As between Customer and Instructure, the Instructure Intellectual Property is, and shall at all times remain, the sole and exclusive property of Instructure. Customer shall have no right to use, copy, distribute or create derivative works of the Instructure Intellectual Property except as expressly provided herein. Instructure shall have the right, in its sole discretion, to modify the Instructure Intellectual Property. **"Instructure Intellectual Property"** means: (a) the Service; (b) all improvements, changes, enhancements and components thereof; (c) all other proprietary materials of Instructure and/or its licensors that are delivered, provided or used by Instructure in the course of providing the Service; and (d) all other intellectual property owned by Instructure and all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats and know-how, as well as and any underlying source code and object code related thereto.

13. Term and Termination. The term of this Agreement is specified in the Order Form (**"Term"**) and shall continue for its full duration unless earlier terminated by a party in accordance with this Section 13. Either party may terminate this Agreement for the material breach of any provision of this Agreement by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. Such termination right shall be in addition to any other rights and remedies that may be available to the non-breaching party. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Services; and (b) in connection with certain aspects of the Service that feature an export function, for a period of three (3) months following expiration or termination, Customer may export the Customer Content by using the export feature within the Service.

14. Suspension of Service. Instructure may suspend a User's access to the Service for a violation of Section 3 of this Agreement, any applicable law or third-party rights and may suspend the offending User's access to the Service to the extent and for the duration necessary to address any such violation. Instructure will use commercially reasonable efforts to provide notice to Customer in advance of any suspension unless such violation may cause direct harm to the Service or may result in liability to Instructure. Customer agrees that Instructure will not be liable to Customer or a User if Instructure exercises its suspension rights as permitted by this Section 14.

15. Indemnification. Instructure will indemnify and defend Customer from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third-party alleging that the Service infringes or misappropriates the intellectual property rights of that third-party. Notwithstanding the foregoing, Instructure shall not be obligated to indemnify Customer if such infringement or misappropriation claim arises from: (a) the Customer Content or content from any User; (b) Customer's or User's misuse of the Service; or (c) Customer's or User's use of the Service in combination with any products, services, or technology provided by a third-party. If such a claim of infringement or misappropriation is made or threatened, Instructure may, in its sole discretion: (i) modify the Service so that it becomes non-infringing; (ii) obtain a license for Customer to continue its use of the Service; or (iii) notwithstanding Instructure's obligation to indemnify hereunder, terminate the Agreement with no liability to Customer or any User along with the return of the unused portion of any prepaid fees. Customer will indemnify and defend Instructure from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third-party regarding: (z) an allegation that the Customer Content or content from any User infringes or misappropriates the intellectual property rights of that third-party; or (y) use of the Service by Customer (or any User) in violation of this Agreement. The party seeking indemnification (the **"Indemnified Party"**) shall provide the other party (the **"Indemnifying Party"**) with prompt written notice upon becoming aware of any claim subject to indemnification hereunder and shall provide reasonable cooperation

to the Indemnifying Party in the defense of or investigation of any claim, suit or proceeding. The Indemnifying Party, at its option, will have sole control of such defense, provided that the Indemnified Party is entitled to participate in its own defense at its sole expense. The Indemnifying Party shall not enter into any settlement or compromise of any such claim, suit or proceeding without the Indemnified Party's prior written consent, except that the Indemnifying Party may without such consent enter into any settlement of a claim that resolves the claim without liability to the Indemnified Party and without impairment to any of the Indemnified Party's rights or requiring the Indemnified Party to make any admission of liability.

16. General. Each party acknowledges that any breach, threatened or actual, of this Agreement, including, without limitation, with respect to unauthorized use of proprietary assets, will cause irreparable injury to the other party, such injury would not be quantifiable in monetary damages, and the other party would not have an adequate remedy at law. Each party therefore agrees that the other party shall be entitled, in addition to other

available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of this Agreement. Each party waives any requirement that the other party post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to enforce any provision of this Agreement. Any notice by a party under this Agreement shall be in writing and either personally delivered, delivered by facsimile, or sent via email or reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 16. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, Attention: General Counsel. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to an email address associated with an account. It is the User's responsibility to ensure that a current email address is associated with their account. All notices shall be in English and shall be deemed effective upon receipt. If Instructure is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed and construed by the laws of the State of Delaware without regard to principles of conflict of laws. Instructure is acting in performance of this Agreement as an independent contractor to Customer. If any term of this agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Amendments to this Agreement must be made in writing and signed by both parties unless otherwise specified in the Agreement. The Parties agree that: (a) this Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement; and (b) Customer may use purchase orders or similar documents only as proof of acceptance of each Order Form and for convenience only, and all terms and conditions (preprinted or otherwise and regardless of how referenced) shall be void and of no effect. Customer shall not assign this Agreement, in whole or in part, to any entity without Instructure's prior written consent. Any attempt to assign this Agreement, in whole or part, in contravention of this Section 16, shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Customer agrees to allow Instructure to use its name, logo and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies. Any terms that by their nature survive termination or expiration of this agreement, will survive (including, but not limited to, Sections 10, 11, 12, 15 and 16).

Updated 05/2018

Attachment C

SCHOOL DISTRICT OF WISCONSIN RAPIDS Copy Paper Bid

March 18, 2019

<i>Paper Quantity/Description</i>	Midland	Xpedx	Contract Paper Group, Inc.	Costco Wholesale	Steen Macek Paper Sales
<i>Copy Paper, 8½" x 11", 20 lb., 840 crtns, 5,000 sheets/crtn., 92 Brightness</i>	No Bid	No Bid	\$25.54/each \$21,453.60 Natural Choice	No Bid	\$28.69/each *\$24,099.60 Boise USA

* = Total cost listed reflects a 1% discount for meeting payment terms.

Summary of the DPI Administrative Review
Wisconsin Rapids Public Schools Nutrition Program
February 25 – 28, 2019

State agencies (SA) are required to conduct administrative reviews to assess School Food Authority (SFA)'s administration of the National School Lunch Program (NSLP), School Breakfast Program (SBP), and other school nutrition programs. The objectives of the Administrative Reviews are to:

- Determine whether the SFA meets program regulations,
- Provide technical assistance,
- Secure needed corrective action,
- Assess fiscal action, and when applicable, recover improperly paid funds.

Review Areas

1. Meal Access and Reimbursement (page 2)
2. Meal Pattern and Nutritional Quality (pages 3-6)
3. Resource Management (page 7)
4. General Program Compliance (pages 8-10)
5. Other Federal Programs Reviews (page 11)
6. Community Eligibility Provision (CEP) (page 11)

Appreciation/Commendations/Noteworthy Initiatives:

Thank you to the staff at the Wisconsin Rapids School District for the courtesies extended to us during the on-site review and for being available to answer questions and provide additional information. All were very receptive to recommendations and guidance. In addition, thank you for taking the time to respond to the off-site questions and requests, as well as pulling records for the on-site portion of the review.

The DPI review team appreciates the eagerness of the staff for their willingness to make changes to meet school nutrition program regulations. The staff is working hard to provide quality choices and options to the students. We were especially impressed with the administration of the Sharing Tables at both Howe and the MS. They are monitored by a staff member, who is inspecting goods for wholesomeness and encouraging students to take pre-package cereals and bars with them for later. Nice job.

The DPI review team is confident that the staff will continue to improve their knowledge and operation of child nutrition programs.