

Revised March 2, 2020

February 24, 2020

For: Pamela Bowe, RD, LD
Supervisor Child Nutrition
Duluth Public Schools/ISD #709
215 North 1st Avenue East
Duluth, MN 55802
218-336-8700 ext 1019
pamela.bowe@isd709.org
www.isd709.org

Name: Menu software subscription and support services for USDA Meal Programs

Pro-Team Foodservice Advisors (Pro-Team) is a solutions-based foodservice consulting company, providing services to school districts and food service operations throughout the United States. Pro-Team specializes in helping foodservice operators achieve their goals by understanding the client's needs and then working collaboratively to envision and execute customized, comprehensive solutions.

Pro-Team Foodservice Advisors is pleased to offer a **School Menu Solutions** software subscription and support service proposal. We use a software subscription system that is USDA certified for 6-cent certification and nutrient analysis. Your software subscription is set up and supported by a team of dietitians experienced in USDA meal patterns, meal components and strategies for school foodservice.

The following pages provide a detailed summary of the components of the software subscription, the services ProTeam provides in setting up the software, the plan for implementation, and the fees for the subscription and services.

COMPONENTS OF SOFTWARE SUBSCRIPTION

- A. Comprehensive web-based menu software **premium subscription** including:
1. **Health*e Menu Planner Administrative License**
Menu Planning Tool – Approved by USDA Menu Compliance & Nutrient Analysis. Uses include generating cycle menus, standardized recipes, and shopping list, cost analysis, scalable USDA recipes, USDA database access, sharing between clients, cataloged supporting documents, and Administrative Review reports.
 2. **Production Record Module** – Generates federally required Production Records for each Child Nutrition meal service – includes Breakfast, Lunch, After-School Snack, and CACFP At-Risk Supper.
 3. **School Site Production Record Licenses** – Generates site-specific production records using planned menu, forecasted by site manager, and printed for each meal service.
 4. **Optional Web Connect License** – Provides interactive online published menus allow students and parents to plan their ideal meals.
 - i. Customizable link to a branded menu on client’s website
 - ii. Menu with photos of the foods served, nutrition fact panels, and ingredient lists (as provided by manufacturers and client)
 - iii. Menu with interactive allergen information for 8 common food allergens and carbohydrate counts
 - iv. Menu with ingredients for each food item listed for parent and nursing staff reference
 - v. **Menu Mobile App** – pricing based on the number of children enrolled at a fee of \$.25 per student.

Software is annual subscription and renewal rates will be provided 90 days before renewal.

COMPONENTS OF MENU SETUP SERVICES:

- A. **Set up menu software to ensure compliance with USDA nutritional standards** including quantities & components, and dietary specifications of ingredients, recipes, and meal components used for Child Nutrition program meals to meet needs of the client’s participants as specified:
1. Meat/meat alternate requirements
 2. Whole-Grain Rich compliant grain requirements
 3. Fruit and Vegetable requirements, including juice limits
 4. Vegetable subgroups requirements, including dark green, red-orange, bean/pea (legume), starchy, and other vegetables
 5. Milk variety requirements
 6. Calories, sodium, saturated fat, and *trans*-fat requirement

- B. Catalog and input information for each ingredient used including:**
1. Description of ingredients with manufacturer name and item number, nutrition facts, ingredients, identification of potential allergens, vendor SKU number, pack size, cost of item, and Child Nutrition (CN) crediting.
 2. Catalog of supporting documentation, CN labels, and product formulation sheets to ensure compliance with USDA meal pattern requirements.
 3. Listing all ingredients and carbohydrate counts for each menu item by ingredient, recipe, and menu.
 4. Identification of the eight (8) common food allergens.
- C. Build client supplied recipes for each menu item served by:**
1. Linking ingredients together to form ingredient lists for recipes.
 2. Building detailed recipe preparation instructions for each recipe.
 3. Including specific instructions for serving yields, and portion size to ensure creditable portions are being served.
 4. Linking ingredients to include corresponding CN labels and/or product formulation statements.
 5. Building detailed Hazard Analysis Critical Control Points (HACCP) directions and corrective actions for each recipe.
 6. Formatting recipes for easy scalability, allowing adjustments for actual student counts.
 7. Attaching product photos for interactive website menus.
- D. Build menus in software based on existing client menus and including:**
1. Linking ingredients and recipes to set up cycle menu, allowing for days off and holiday menus as needed.
 2. Building menus by meal and age-grade group, linking menus to sites.
 3. Providing technical assistance to bring menus into compliance for quantities, component, and dietary specifications.
- E. Support by dietitians and experienced food service professionals to incorporate changes to the base menu including client preferences; utilizing USDA Foods/DoD allocation, and other requested menu assistance.**
- F. Virtual onboarding training for lead staff with two (2) hours of “train the trainer” and 2-4 hours of additional training as needed to use the software at full capacity is included in the total set up hours. Onsite training is available for an additional fee based on travel time and costs.**
- G. Access to telephone hotline for menu planning, menu changes, software updates, and other required USDA meal program support.**
- H. Access to software database of CN labels and product formulation statements.**

MENU SOFTWARE IMPLEMENTATION AND SUPPORT SERVICES

Comprehensive training and support services for use of menu software subscription including:

- A. Meal Production records for lunch, both planned and actual comparison analysis
- B. Meal Production records for breakfast, both planned and actual comparison analysis
- C. Shopping lists for weekly ordering and physical inventory management
- D. Menu cost analysis with pricing updated based on client needs and capacity of distributor.
- E. Supporting documentation and staff resources for Administrative Review.
- F. Remote access to individual site production records for internal review due to web-based software system
- G. Publication of interactive menus to client website

METHOD OF IMPLEMENTATION

- A. Pro-Team staff will work with administrative and foodservice staff through all phases of the contracted work. The work will require meetings via phone calls, e-mails and webinars.
- B. Pro-Team staff will follow and implement all client policies, guidelines, and procedures used by the client provided that they compliant with USDA regulations and state agency standards.
- C. Pro-Team asks client to provide current scratch and semi-scratch recipes and procedures for meal components.
- D. Pro-Team asks client to provide two months' worth of menus with corresponding invoices from the vendors to use as a reference for ensuring the correct product is used for the respective menu items.

ESTIMATED TIMELINE FOR IMPLEMENTATION

The timeline will be adjusted to reflect current calendar dates. ("Day" as indicated below equals one business day)

- Day 1: Pro-Team receives signed contract. Software then setup and ready for input.
- Day 2: Pro-Team requests distributor data for items purchased. Pro-Team sets up schools and menu framework in the software subscription
- Day 3: Web meeting with administrators and Pro-Team staff to review cycle menus and customize for client.
- Day 4 – 26: Iterative process of fine-tuning menu cycles, uploading ingredient information, building recipes in preparation for building menus.
- Day 27: Webinar training for *site leadership* on production records, recipe adjustments and shopping list for ordering. 1.5 hours (date adjusted based on progress in Days 4-26)
- Day 28: Webinar training for staff on production records, recipe adjustments and shopping list for ordering. 2 hours (Date may be adjusted based on progress in Days 4-26.)
- Day 29-30: Finalize training, menus, production records and preparation to go live.

FEE FOR MENU IMPLEMENTATION SERVICES AND PREMIUM SOFTWARE SUBSCRIPTION

Menus	Menu Type	Weeks in Cycle	Total Weeks
Breakfast (Schools 1 - 9)	K-5	1 Repeats weekly	1 week
Breakfast (Schools 10-11)	7,8,9	1 Repeats weekly	1 week
Breakfast (Schools 12 -13)	10,11,12	1 Repeats weekly	1 week
Breakfast (Schools 14-15)	10,11,12 ALC & Rockridge	1 Bagged Breakfast Repeats	1 week
Lunch	K-5	4 weeks	4 weeks
Lunch	7,8,9,	4 weeks	4 weeks
Lunch	10,11,12	4 weeks	4 weeks
Burger/Chicken Patty MS	7,8,9	1 Repeats weekly	1 week
Pizza Line MS	7,8,9	1 Repeats weekly	1 week
Sub Sandwich Line MS	7,8,9	1 Repeats weekly	1 week
Salad Line MS	7,8,9	1 Repeats weekly	1 week
Burger/Chicken Patty HS	10,11,12	1 Repeats weekly	1 week
Pizza Line HS	10,11,12	1 Repeats weekly	1 week
Sub Sandwich Line HS	10,11,12	1 Repeats weekly	1 week
Salad Line HS	10,11,12	1 Repeats weekly	1 week
After School Snack	K8	2 weeks	2 weeks
Supper	10,11,12	1 Repeats weekly	1 week
Summer Breakfast	Summer Food Service	1 Repeats weekly	1 week
Summer Bag Breakfast	Summer Food Service	1 Repeats weekly	1 week
Summer Lunch	Summer Food Service	1 Repeats weekly	1 week
Summer Bag Lunch	Summer Food Service	1 Repeats weekly	1 week
			41 weeks

Each additional menu week above those listed above is charged at a rate of \$500 for set up.

FEES FOR SOFTWARE AND MENU SUPPORT SERVICES

Description	Costs
Software Subscription includes- all menu planning support and documentation as well as the interactive customer facing webpage	\$4,476.00
Professional Set-up and Support Services	\$17,195.00
Total Cost of Software and Services	\$21,671.00

Renewal fee for subsequent years depends on cost of software upgrades, addition of recipes and menu changes due to new and/or reformulated products, ingredients and recipes.

Client has the option to continue the software subscription and launch to be freestanding, no longer under the Pro-Team umbrella. If this option is selected, software subscription fees will be billed annually.

Fees are based on the requirements for staff time. Any travel time for meetings, work sessions, training and observation site visits are separate from the fees. Travel costs are reimbursable at standard IRS mileage rates or 100% of actual cost when authorized prior to travel.

Additional services beyond the above scope shall be at \$165.00/hour for menu consultant time and when authorized in writing.

PRO-TEAM FOODSERVICE ADVISORS CURRENT INSURANCE COVERAGE

The Consultant shall provide the following insurance coverages:

Employers' Liability	\$ 100,000.00 per occurrence / \$ 300,000.00 policy limit
General Liability	\$ 2,000,000.00 per occurrence / \$ 4,000,000.00 aggregate
Professional Liability	\$ 1,000,000.00 per occurrence
Auto Liability	\$ 1,000,000.00 per occurrence

In the event that the Client requires insurance amounts greater than the coverage levels listed above, the expense for the additional insurance coverage limits requested by the Client shall be considered a reimbursable expense. The Consultant shall furnish the Client with a Certificate of Insurance evidencing the insurance levels listed above.

SUCCESSORS AND ASSIGNS

Pro-Team Foodservice Advisors, LLC binds itself, successors, assigns and legal representative to the other party to this agreement, successors, assigns and legal representatives in respect to all covenants of this agreement. Pro-Team Foodservice Advisors shall not assign, sublet or transfer interest in this agreement without the written consent of the other.

STATEMENT OF INDEPENDENCE

Pro-Team Foodservice Advisors, LLC is an independent consulting firm; our firm including any of the firm principals or associates do not have any formal or informal relationship with food service management companies, software or equipment suppliers, dealers or manufacturers, other than in a normal course of representing our Client's interest. We receive no compensation other than fees from our Clients.

ProTeam Foodservice Advisors LLC ("Company")

By: *Kymm S Mutch*
Name: Kymm S Mutch, MS, RDN
Title: VP of Products and Services
Phone: 1-844-662-3767, Ext 107

March 3, 2020
Date

Name of Client

By: *Catherine Erickson*
Name: Catherine Erickson
Title: CFO

04/21/20
Date

02-770-005-701-000-140500 (DL)



Proposal

JOHNSON CONTROLS DULUTH MN CB - 0N51
4627 AIRPARK BLVD
DULUTH MN 55811-5750
PH: (866) 211 3536
FAX: (218) 727 7945

TO: INDEPENDENT SCHOOL DISTRICT
709
215 N 1ST AVE E

DULUTH, MN 55802

Date: 4/7/2020

Quote Ref: 1-1803FGLK
Project Name: Duluth School NAE Upgrades 2020
Site: ISD 709 CENTRAL ADMINISTRATION BUILDING
215 N 1ST AVE E
DULUTH, MN 55802-2058

ATTN: Corey Karren

We propose to furnish the materials and/or perform the work below for the net price of: \$49,327.37

For the above price this proposal includes:

Includes the replacement and upgrade of (6) NAE5510-1's to the new SNE engines. This is a discounted upgrade program and pricing structure. Pricing is in accordance with Sourcewell contract # 030817-JHN.

If you upgraded to the 5510-3's instead of the SNE's the cost would be \$41,704.29

This proposal DOES NOT include:

1. Labor or material not specifically described above is excluded from this proposal.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Applicable taxes or special freight charges are excluded from this proposal.

Important: This proposal incorporates by reference the Terms and Conditions attached

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval by Johnson Controls, Inc. Milwaukee, WI.

This proposal is valid through: 5/7/2020

ISD 709 CENTRAL ADMINISTRATION BUILDING

Johnson Controls

Signature: Catherine Erickson

Signature: Ben LaLone

Name: Catherine Erickson

Name: Ben LaLone

Title: CFO

Title: Service Account Executive

Date: 04/14/20

Date: 4/8/20

PO: _____

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin

01-810-015-000-000-155500

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.

2. INVOICE AND PAYMENTS. Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due here in under and purchaser Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will agree to pay be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. Johnson Controls, Inc (JCI) warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

5. LABOR WARRANTY. Johnson Controls, Inc. (JCI) warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.

6. LIABILITY. Johnson shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

7. TAXES. The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

8. DELAYS. Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Johnson's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.

9. COMPLIANCE WITH LAWS. Johnson shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Purchaser.

10. DISPUTES. All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

11. INSURANCE. Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.

12. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.



13. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.

14. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

15. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.
215 N 1ST AVE EDULUTH, MN 55802-2058
ISD 709 CENTRAL ADMINISTRATION BUILDING
INDEPENDENT SCHOOL DISTRICT 709
215 N 1ST AVE E DULUTH, MN 558024627
AIRPARK BLVDDULUTH2187277945
JOHNSON CONTROLS DULUTH MN CB - 0N51866211353655811-5750MNCorey Karren\$54,727.915/7/2020
Duluth School NAE Upgrades 20201-1803
FGLK4/7/2020Includes the replacement and upgrade of (6) NAE5510-1's to the new SNE engines.
This is a discounted upgrade program and pricing structure. Pricing is in accordance with Sourcewell contract # 030817-JHN.



150 Parkshore Dr, Folsom, CA
 95630
 Remit Email:
 renewals@powerschool.com
 FAX: (916) 288-1588
 Quote Date: 3/16/2020
 Quote #: Q-325251-1

Prepared By: Emiliano Lara
 Customer Name: Duluth Independent School District 709
 Contract Term: 12 Months
 Start Date: 7/1/2020
 End Date: 6/30/2021

Customer Contact: Peggy Blalock
 Title: Finance Manager
 Address: 215 NO. 1st AVE. E
 City: Duluth
 State/Province: Minnesota
 Zip Code: 55802-2058
 Phone #: (218) 336-8700

Product Description	Quantity	Unit	Unit Price	Extended Price
License and Subscription Fees				
SmartFind Express Sub Eligible	1.00	Each	USD 13,859.09	USD 13,859.09
SmartFind Express NonSub Eligible	1.00	Each	USD 1,532.92	USD 1,532.92

License and Subscription Totals: **USD 15,392.01**

Year One Total	USD 15,392.01
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On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All PowerSchool invoices must be paid within thirty (30) days of the date on the invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement.

This renewal quote will continue to be subject to and incorporate the terms and conditions found at <https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf>.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Signature:

ES

Duluth Independent School District 709

Signature:

Cathryn Elson

01-105-012-000-105-130500
(DU)

Printed Name: Gregg Clevenger

Title: Chief Financial Officer

Date: 3-16-2020

PO Number: _____

Printed Name: Catherine A. Erickson

Title: CFO

Date: 04/30/2020

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of January, 2020 , by and between Independent School District #709, a public corporation, hereinafter called District, and Pamela M. Rees, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 1st, 2020 and shall remain in effect until March 30, 2020 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Preschool program training for new Director and grant support work.
3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and \$4,000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. Propriety of Expenses. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Sherry Williams, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 4156 Charles Rd B, Duluth, MN 55803.

11. Assignment. Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

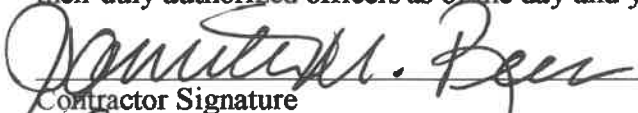
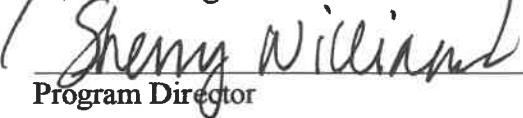
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


 Contractor Signature _____ SSN/Tax ID Number _____ Date 4/8/20

 Program Director _____ Date 4/13/20

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 16 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

XX Check if the contract will be paid using District funds and enter the budget code in the top line below.

04	579	005	504	000	118500
XX	XXX	XXX	XXX	XXX	XXXXXXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding


 CFO / Superintendent of Schools / Board Chair _____ Date 4-20-20

LETTER OF AGREEMENT



April 3, 2020

Jennifer Larva
Lowell Elementary - Nueva Vision Spanish Immersion
2000 Rice Lake Road
Duluth, Minnesota 55811

Dear Jennifer Larva,

This letter is to confirm arrangements made between Lowell Elementary - Nueva Vision Spanish Immersion (hereinafter "Host School") and Amity Institute (hereinafter "Amity") for Host School's participation in the Amity Intern Program, designated by the U.S. Department of State as an exchange visitor program in the non-immigrant (J) visa category.

Amity will act as the exchange visitor visa sponsor and will provide internships to program participants through partnership with the Host School. Amity will provide each Intern invited by the Host School, as stated on the Intern Invitation Addendum, with a SEVIS-generated Form DS-2019 under Amity's Exchange Visitor Program #P-3-14779 and the Training/Internship Placement Plan (T/IPP - Form DS-7002 outlining exchange program activities). Upon receipt of Form DS-2019 and Form DS-7002, the Intern will present the forms to the nearest U.S. Embassy in his/her home country in order to secure a non-immigrant J-1 Exchange Visitor entry visa. It has been determined by Amity and the Host School that the background, English language skills, education, and experience qualify the Intern for this exchange program.

This Amity Intern Program is to take place over the course of the **2020/21** academic year as specified by the dates listed on the Intern's T/IPP at Lowell Elementary - Nueva Vision Spanish Immersion (known as Site of Activity) located at 2000 Rice Lake Road, Duluth, Minnesota, 55811. Host School agrees to notify Amity within three days of occurrence if the dates or the Site of Activity for this exchange change. Upon completion of the program Interns are expected to return to their home country to fulfill the exchange. The Host School acknowledges that this is a temporary exchange opportunity and employment in the U.S. cannot be offered at any point.

The Host School will be providing supervision and training as well as locally assisting the Intern throughout this program, including access to cross-cultural activities. In compliance with J-1 visa regulations this exchange program is to be a structured program of activities as described in the Training/Internship Placement Plan (T/IPP). The Host School agrees to provide supervision through qualified and certified teaching staff at all times and understands that the Intern may not replace staff or function as a substitute teacher. The Host School agrees to arrange a schedule for Intern of approximately 32 hours per week, including preparation time, staff meetings and regular extra-curricular activities, in accordance with the activities stated in the T/IPP. The Host School also agrees to provide assessments of Intern according to T/IPP. The Host School will provide a copy of the T/IPP and the Host School Handbook to every person who will work with the Intern.

Following Amity program guidelines, documented in the Host School Handbook and Internship Bulletin, the Host School agrees to arrange suitable housing as well as three meals a day at no charge to the Intern. If the Intern is unable to complete their program due to the school being unable to provide housing, the school will be responsible for any additional travel expenses (i.e. airline change fees, short term lodging) the Intern incurs due to having to return to their home country earlier than anticipated. The Host School agrees to inspect all host families and to submit Host Family Fact Sheets for each host family to Amity prior to Intern's arrival in the home. The Host School agrees to report any changes to host family placements within three days of occurrence.

The Host School agrees to arrange payment of a stipend in the amount of \$300.00/month to the Intern. Payment of the stipend is the responsibility of the Host School.

In accordance with visa regulations, Amity, as the exchange visitor program sponsor, in conjunction with the Host School, will provide the Intern with written Terms of Assignment, pre-arrival information, orientation materials, ongoing program support, funding arrangements, and will be generally available on an on-going basis to assist the exchange visitor as may be required. Amity must also determine the Intern's compliance with minimum sickness/accident insurance coverage requirements set by J-1 regulations.

Amity will take full responsibility for program validation and the on-going maintenance of the SEVIS record in order to preserve Intern's legal status in the United States. It should be noted that the above arrangements are based on current Department of Homeland Security (DHS) and Department of State regulations and would be subject to modification should J-1 exchange visitor requirements change. The Host School agrees to cooperate with Amity to conduct supervision and evaluation of the exchange program in accordance with U.S. government J-1 visa regulations, for which Amity, as the Exchange Visitor sponsor, is officially responsible. The Intern is responsible for completing and submitting the Form I-901 and paying the respective mandatory one-time DHS SEVIS fee for a newly sponsored exchange visitor.

The Host School agrees to remit to Amity within 30 days of invoice the administrative fee in the amount of \$1800 for each Intern arriving for the full academic year and \$900 for each Intern arriving for one semester if one-semester internships are arranged consecutively during the school year. If an Intern voluntarily leaves the Program before their Program End Date, a pro-rated amount will be charged based on the month the Intern left. If the Host School dismisses an Intern without following Amity's discipline procedure and without Amity's approval, the school will be obligated to pay the full fee.

Please indicate your agreement to the arrangements stated above by returning a signed copy of this Letter of Agreement. Once this signed Letter of Agreement and the T/IPP has been received, Amity will prepare the necessary Terms of Assignment for the Intern to sign. Thereafter, Amity will prepare a packet of important documents and information to be mailed to the Intern. The packet will include but is not limited to: one (1) SEVIS-generated Form DS-2019, the executed Form DS-7002 (T/IPP), and comprehensive instructions on applying for a J-1 entry visa, completing and paying the mandatory one-time DHS SEVIS fee, entering the United States, and maintaining legal status.

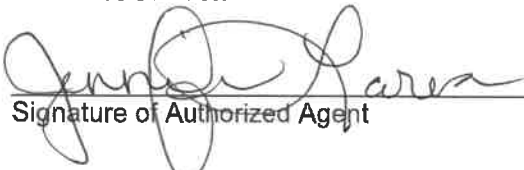
Should you have any questions in the interim please do not hesitate to contact us at your convenience.

Amity Institute
1775 Hancock Street, Suite 170
San Diego, CA 92110
Phone: (619) 222-7000
Email: internsadmissions@amity.org

Sincerely yours,

Signature of James W. Price, Executive Director
Amity Institute

For Host School:



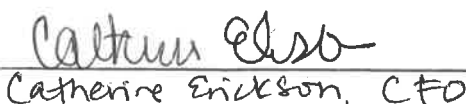
Signature of Authorized Agent

4/20/2020

Date

Jennifer Larva, Principal

Name & Title



Catherine Erickson, CFO

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of March, 2020, by and between Independent School District #709, a public corporation, hereinafter called District, and Creation Station Child Care, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 11, 2020 and shall remain in effect until May 28, 2020, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming daily (3 days per week) Tuesday, Wednesday, and Thursday.

The AGENCY shall perform these services at: **2101 Trinity Road, Duluth, MN 55811.**

The approximate date the service will begin is **March 11, 2020** and shall not extend beyond **May 28, 2020**; the contract not to exceed a total of **32 Days** (attending 3 Days per Week - Tuesday, Wednesday, and Thursday. The District will pay 3 days per week @ \$75.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, on the 15th of each month for the preceding month.

3. Background Check. *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$75.00 per week and **\$825.00** in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. Requests for Reimbursement. The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. Propriety of Expenses. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane , 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Creation Station Child Care, 2101 Trinity Road, Duluth, MN 55811.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to “data on individuals”; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

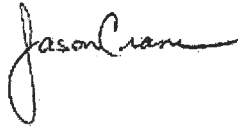
Workers’ Compensation Insurance: Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer’s Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District’s website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature	SSN/Tax ID Number	Date
		4/17/2020
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 16 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below.

01	211	005	000	000	139300
XX	XXX	XXX	XXX	XXX	XXXXXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

	Date
CFO / Superintendent of Schools / Board Chair	4-20-20

STATEMENT OF WORK

Project Name:	Ad Hoc Statement of Work	Seller Representative: Dave Donarski 612.704.5943 davedon@cdw.com
Customer Name:	Duluth Public Schools	
CDW Affiliate:	CDW Government LLC	Solution Architect: Amanda Lehner
SOW Effective Date:	April 3, 2020	
Version:	1.0	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into this April 3, 2020 (the “**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**”, “**Seller**” and “**we**”) and Duluth Public Schools (“**Customer**” and “**you**”).

PROJECT DESCRIPTION

PROJECT SCOPE

This SOW can be used for small installation projects or scheduled maintenance for up to, but not to exceed 24 hours per call. This SOW is valid for a 12-month period from the date of signature and cannot exceed \$ 25,000.00 in a calendar year without a new SOW or Change Order.

Subject to the other provisions of this SOW, Seller will perform the following services:

1. **Unscheduled and/or Break/Fix engineering and consulting services**

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. **Customer will provide, in advance and in writing, all applicable customer safety and security rules and procedures**
2. **Customer will provide adequate work space for seller engineers**
3. **Customer will provide seller access or personnel with access to all locations that are required**

PROJECT ASSUMPTIONS

4. **Customer will provide all hardware and cabling required**
5. **Seller is not responsible for any network related problems/issues that arise while seller is “on site”**
6. **Customer staff will be available when the seller engineer is “on site”**

OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW (“Total Fees”) include both fees for Seller’s performance of work (“Services Fees”) and any other related costs and fees specified in the Expenses section (“Expenses”). Unless otherwise specified, taxes will be invoiced but are not included in any Total Fee numbers or calculations provided herein.

Seller will invoice for the Total Fees.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“Unit Rate”) multiplied by the number of units being provided (“Billable Units”) for each unit type provided by Seller (see Table 1).

Table 1 – Services Fees

Consultant	Function	Hourly Rate
Senior Engineer	NetApp	\$230
Senior Engineer	Microsoft Specialty (ADFS, Hyper-V, FIM, SQL, PKI, RDS, Direct Access)	\$225
Senior Engineer	Networking, Datacenter, Unified Communications, General Microsoft, Virtualization, Security, EMC	\$215
Engineer	Networking, Datacenter, Unified Communications, General Microsoft	\$180
Project Manager	Cross-technology	\$200

The rates presented in Table 1 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates above, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates above only apply to Services specified in this SOW.

EXPENSES

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller's performance of the Services ("**Customer Components**").
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right to invoice Customer, with prior written notice, for time Seller personnel is thereby idled or to reassign Seller personnel to work unrelated to this SOW and the services hereunder.
3. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
4. Customer will secure and maintain the confidentiality of all Seller personnel information.
5. When Services are performed at a Customer-Designated Location, the site will be secure; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.
7. Customer shall ultimately be responsible for making any final decisions with respect to any recommendation or potential solutions provided by Seller under this SOW.
8. Seller shall not be responsible for providing the Customer any Work Product under this SOW.

SOW TERMS AND CONDITIONS

CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("Contact Person") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person. The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

PAYMENT TERMS

Except as otherwise agreed by the Parties, customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of receipt. Any objections to an invoice must be made to the Seller Contact Person within fifteen (15) days after the invoice date.

EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date written on its cover page, and then signed by Seller, except as otherwise agreed by Seller.

MISCELLANEOUS

This SOW shall be governed by Seller's "Terms and Conditions of Product Sales and Service Projects", accessed via the "Terms & Conditions" link at www.cdwg.com, except that it shall be governed instead by a written agreement, if any, between Customer and Seller covering Customer's purchase of products and services from Seller (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

CDW Government LLC

By: Susan Lusk Digitally signed
signature: Susan Lusk by Susan Lusk
Name: Susan Lusk Date: 2020.04.03
Title: Lusk Date: 16:43:09 -05'00'

Mailing Address:

230 N. Milwaukee Ave.
Vernon Hills, IL 60061

- A purchase order for payment hereunder is attached.
- A purchase order is not required for payment hereunder.
- The following PSM has given approval:
Phil Birt

Duluth Public Schools

By: Catherine Erickson
signature: Catherine Erickson
Name: Catherine A. Erickson
Title: CFO
Date: 04/03/20

Mailing Address:

Street: 215 N. 1st Ave E
City/ST/ZIP: Duluth, MN 55802

Billing Contact:

Street: 215 N. 1st Ave E
City/ST/ZIP: Duluth, MN 55802

01-108-012-311-000-130500

EXHIBIT A.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“Customer-Designated Locations”).

Table 2 – Customer-Designated Locations

Location(s)	Service(s)		
215 N 1st Ave E Duluth, MN 55802	<input checked="" type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input checked="" type="checkbox"/> Design	<input checked="" type="checkbox"/> Implementation <input checked="" type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation	<input type="checkbox"/> Support <input type="checkbox"/> Training <input checked="" type="checkbox"/> Custom Work



STATEMENT OF WORK

Project Name:	Duluth Public Schools-Cisco UC Upgrade	Seller Representative:
Customer Name:	Duluth Independent School District No. 709 (MN)	David Donarski 6127045943 davedon@cdwg.com
CDW Affiliate:	CDW Government, LLC.	
Date Requested:	April 28, 2020	Solution Architect:
Seller Services Manager:	Phil Birt	Bob Bickerstaff
Version:	2	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the date this SOW is signed by both parties (the “**SOW Effective Date**”) by and between the undersigned, CDW Government, LLC. (“**Provider**”, “**Seller**” and “**we**”) and Duluth Independent School District No. 709 (MN) (“**Customer**” and “**you**”).

PROJECT DESCRIPTION

PROJECT SCOPE

Seller will assist Customer in the planning, configuration, implementation, and validation of the upgrades for the existing Cisco Unified Communications solution.

Prior to the upgrades, Seller’s voice engineers will review the current system configurations and provide any recommendations addressing issues or needs. Remediation work is not included in this project unless specifically noted.

The following are a part of this project:

1. Cisco BE7M-M4-K9 VMware ESXi upgrades, which will ensure compatibility with latest application versioning.
2. Cisco Unified Computing System (UCS) servers, which provide the hardware (compute) resources for the Unified Communications applications.
3. Re-signing, regeneration or replacement of certificates for the Unified Communications application servers, which will provide secure authentication and encrypt sensitive information.
4. Cisco Unified Communications Manager (CUCM), which provides the call processing for the endpoints.
5. Cisco Unity Connection (CUCxn), which provides the voice messaging functionality.
6. Cisco Unified Attendant Console (CUAC) Standard, which will provide users with call routing and call distribution tools through a software console.
7. Cisco Emergency Responder (CER), which provides Enhanced 911 (E911) functionality for emergency services.
8. Cisco IP phone firmware upgrades, which will ensure compatibility with latest application versioning.
9. Cisco voice gateway IOS updates, which will ensure compatibility with latest application versioning.

- Cisco Smart Software Manager, which will provide the licensing management and enforcement for the Cisco Unified Communications applications. Customer's existing licenses (if any) will be migrated to Cisco Smart Software Manager.

Cisco Unified Computing System Upgrades

Upgrades to the existing Unified Communications environment will utilize two (2) existing Cisco BE7M-M4-K9 Unified Computing System (UCS) rack-mount servers. With Cisco UCS, Cisco Unified Communications applications run in a virtualized environment. Each UCS server is currently (and will remain) configured as follows:

BE7000M (M4)						Virt. SW = Other 6.7					
CPU-1											
CUCM 12.5		CUC 12.5		CER 12.5							
Core 1	Core 2	Core 3	Core 4	Core 5	Core 6	Core 7	Core 8	Core 9	Core 10	Core 11	Core 12
Resource Usage: 6 pCores, 22.0GB RAM , 390 GB Storage, 0 IOPS Min, 0 IOPS Typical, 0 IOPS Max, 3 vNIC											

BE7000M (M4)						Virt. SW = Other 6.7					
CPU-1											
CUCM 12.5		CUC 12.5		CER 12.5							
Core 1	Core 2	Core 3	Core 4	Core 5	Core 6	Core 7	Core 8	Core 9	Core 10	Core 11	Core 12
Resource Usage: 6 pCores, 22.0GB RAM , 390 GB Storage, 0 IOPS Min, 0 IOPS Typical, 0 IOPS Max, 3 vNIC											

VMware ESXi

As part of the ESXi upgrade, Seller will:

- Determine current version of ESXi.
- Ensure that the necessary licenses/entitlements have been obtained for the new release.
- Upgrade ESXi to 6.7.
- Complete post upgrade test plan.

Certificates

Cisco Unified Communications applications utilize certificates to authenticate users securely and encrypt sensitive information.

As part of the certificate work, Seller will:

- Determine certificate resigning, regeneration or replacement needs based on the applications and features deployed.
- Generate certificate-signing requests from the Unified Communications servers.
- Assist Customer with certificate creation.
- Install issued certificates on the Unified Communications servers.

CUSTOMER RESPONSIBILITIES

1. Providing root certificate chains for trusted certificate authorities for installation on Unified Communications servers.
2. Deploying root certificate chains to all Jabber-using desktop and mobile devices, if applicable.
3. Issuing certificates for the Unified Communications servers based on provided signing requests.
4. Ensuring certificate revocation lists are accessible over HTTP from the internal network.

ASSUMPTIONS

1. An internal trusted certificate authority is available to issue certificates to Unified Communications servers.

Cisco Unified Communications Manager Upgrades

Seller will upgrade Cisco Unified Communications Manager (CUCM) from version 11.5(1) to the anticipated version of 12.5(1) on two (2) existing BE7M-M4-K9 servers.

The following tasks are part of this process:

1. Develop upgrade plan. The specific upgrade process and procedure will be determined during the design and planning phases.
2. Ensure that the necessary licenses/entitlements have been obtained for the new release.
3. Complete/confirm system backup prior to starting the upgrade.
4. Verify the current VM OVAs meet the requirements for the new CUCM version and if not, modify as needed.
5. Upgrade Unified Communications Manager.
6. Install Customer-provided CA Certificates in CUCM as required.
7. Complete post-upgrade test plan.

CUSTOMER RESPONSIBILITIES

1. Ensuring all workstations, smartphones, and tablets on which new or upgraded UC Client applications are to be installed, meet the requirements set by Cisco for the applicable client.

OUT OF SCOPE

1. Registration of non-supported IP phones.
 - The following phone models are deprecated and are not supported by Cisco Unified Communications Manager Release 12.0(x) and above. If the Customer is using any of these phone models and is upgraded to release 12.0(x) or above, they will no longer work on the upgraded cluster after the upgrade is complete. After the switch over to the new release, registration of these phone models will be blocked - see link:
https://www.cisco.com/c/en/us/td/docs/voice_ip_comm/cucm/rel_notes/12_0_1/deprecated_phone_s/cucm_b_deprecated-phone-models-for-1201.html?emailclick=CNSemail for additional information.
 - Cisco IP Phone 12 S
 - Cisco IP Phone 12 SP
 - Cisco IP Phone 12 SP+

- Cisco IP Phone 30 SP+
- Cisco IP Phone 30 VIP
- Cisco Unified IP Phone 7902G
- Cisco Unified IP Phone 7905G
- Cisco Unified IP Phone 7910
- Cisco Unified IP Phone 7910G
- Cisco Unified IP Phone 7910+SW
- Cisco Unified IP Phone 7910G+SW
- Cisco Unified IP Phone 7912G
- Cisco Unified Wireless IP Phone 7920
- Cisco Unified IP Conference Station 7935
- Cisco Unified Wireless IP Phone 7921
- Cisco Unified IP Phone 7970
- Cisco Unified IP Phone 7971

Cisco Unity Connection Upgrades

Seller will upgrade Cisco Unity Connection (CUCxn) from version 11.5(1) to the anticipated version of 12.5(1) on two (2) existing BE7M-M4-K9 servers.

The following tasks are part of this process:

1. Develop upgrade plan. The specific upgrade process and procedure will be determined during the design and planning phases.
2. Ensure that the necessary licenses/entitlements have been obtained for the new release.
3. Complete/confirm system backup prior to starting the upgrade.
4. Verify the current VM OVA meets the requirements for the new CUCxn version and if not, modify as needed.
5. Upgrade Unity Connection.
6. Complete post-upgrade test plan.

Cisco Unified Attendant Console Standard

As part of the Cisco Unified Attendant Console Standard implementation, Seller will:

1. Determine Customer's receptionist position requirements.
2. Configure and implement Cisco Unified Attendant Console Standard version 12.0.6.x server-less client on up to two (2) Customer-provided workstations.
3. Configure access control group, roles, applications user, and associate devices as required in Cisco Unified Communications Manager.

CUSTOMER RESPONSIBILITIES

1. Providing the required Microsoft licensing and media for attendant console application(s) as required by Cisco.
2. Providing desktops that meet the minimum Cisco Unified Attendant Console Standard requirements as specified by Cisco.

OUT OF SCOPE

1. Set up or migration of personal speed dial groups.

Cisco Emergency Responder Upgrades

Seller will upgrade Cisco Emergency Responder (CER) from version 11.5(2) to the anticipated version of 12.5(1) on two (2) existing BE7M-M4-K9 servers.

The following tasks are part of this process:

1. Develop upgrade plan. The specific upgrade process and procedure will be determined during the design and planning phases.
2. Ensure that the necessary licenses/entitlements have been obtained for the new release.
3. Complete/confirm system backup prior to starting the upgrade.
4. Verify the current VM OVA meets the requirements for the new CER version and if not, modify as needed.
5. Upgrade Emergency Responder.
6. Complete post-upgrade test plan.

CUSTOMER RESPONSIBILITIES

1. Establishing and maintaining relationship with their PS-ALI service bureau provider for E911.
2. Ensuring that 911 functionality continues to be operational after cutover.

Cisco IP Phone Firmware Upgrades

As part of the Cisco IP phone firmware upgrades, Seller will perform the following:

1. Review existing versioning.
2. Determine upgrades required for compatibility and support of planned Cisco Unified Communications Manager versioning.
3. Develop upgrade plan.
4. Upgrade Cisco IP phone firmware as necessary.
5. Complete post-upgrade test plan.

CUSTOMER RESPONSIBILITIES

1. Testing all upgraded endpoints.

OUT OF SCOPE

1. Third-Party device firmware/software updates or upgrades.

Cisco Voice Gateway IOS Updates

As part of the Cisco voice gateways IOS updates, Seller will perform the following:

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CDW,

LLC.

Version: 4

Contract Number: 64731

Drafted by:

1. Review existing versioning.
2. Determine updates required for compatibility and support of planned Cisco Unified Communications Manager versioning.
3. Develop update/upgrade plan.
4. Update the voice gateway IOS versions and upgrade flash/DRAM on the following voice gateways:
 - o One (1) ISR-4321 voice gateway at Duluth, MN location.
5. Complete post-upgrade test plan.

Cisco Smart Licensing

Traditionally, Cisco UC Applications utilized Prime License Manager for license allocation and reconciliation. With Cisco Collaboration Systems Release 12.5, Cisco Smart Software Manager now handles licensing fulfillment, supports allocation and reconciliation of licenses, and provides enterprise-level reporting of usage and entitlement for the Cisco Unified Communications applications. Cisco Smart Software Manager is a cloud-based service, and Cisco UC applications communicate with Smart Software Manager via standard web services, protected by HTTPS. Therefore, Cisco UC applications must have Internet access and the ability to reach Cisco Smart Software Manager, which may require adjustments to Customer's firewall and/or web proxy configuration to accommodate.

As part of the Cisco Smart Software Manager implementation, Seller will:

1. Advise Customer on firewall and proxy requirements for UC applications to communicate with Cisco Smart Software Manager over the Internet.
2. Review Customer's Smart Software Manager account and license placement in Smart Software Manager Virtual Accounts.
3. Assist Customer in migrating applicable existing Cisco licensing hosted on Enterprise License Manager (ELM) to Smart Software Manager, for applicable applications.
4. Configure the following applications to communicate with Cisco Smart Software Manager:
 - o Cisco Unified Communications Manager
 - o Cisco Unity Connection
 - o Cisco Emergency Responder

CUSTOMER RESPONSIBILITIES

1. If necessary, performing firewall and/or web proxy or other configuration work necessary to allow Cisco UC applications to communicate over the Internet with Cisco Smart Software Manager based on Seller guidance.
2. Providing Seller's engineer(s) access to Enterprise License Manager (ELM) to retrieve existing licensing information.
3. Creating a Cisco Smart Software Manager domain account, or if one already exists, identify one or more Cisco Smart Software Manager Administrators for the Customer's domain account.
4. Confirming that licenses appear in Customer's Cisco Smart Software Manager account, and in which virtual account they are allocated.
5. Providing Seller's engineer(s) access to the Smart Software Manager account or virtual account to be used for Cisco UC applications. Seller's engineer(s) will request access using their Cisco.com account(s).

ASSUMPTIONS

1. Customer will allow Cisco UC applications direct access to the Internet to communicate to Cisco Smart Software Manager.

2. Customer's Enterprise License Manager are not already claimed or associated to any Cisco Smart Software Manager account, other than Customer's account.

OUT OF SCOPE

1. Configuration of Customer's firewall and/or web proxy.

Training

There will be NO administrator or end user training provided within this statement of work.

Cutover and First Day of Service

1. Once the activities as defined in the previous sections are complete, production cutover to the upgraded system will take place. Seller will monitor the production system, and track and resolve incidents from Seller's remote location.
2. Once the upgraded Unified Communications system is in production and first day issues have been resolved, Customer will move into a support phase. Customer will either transition to the Seller's Managed Services support organization or will assume full responsibility for all future support of the solution.
3. Seller will provide services only on Cisco Systems' generally available release hardware and software products. If any beta or controlled-introduction releases are introduced into the project, Seller reserves the right to present a change order.
4. If software and/or hardware bugs (defined as Cisco TAC cases that are not resolved within 24 hours) are identified by Seller to be manufacturer-related issues, the Seller team may temporarily disengage until the manufacturer is able to resolve the bug.
5. Seller will assist with investigating and troubleshooting call quality issues within the equipment configured and implemented by Seller. If the issue is believed to be outside of this equipment, Customer will be required to engage their third-party partners to troubleshoot the issue within their equipment.
6. Seller will assist Customer in testing the ability to dial Emergency Services (such as 911 and 9.911 within the US and Canada) from each site. Seller's recommends Customer periodically verify that Emergency Services call functionality continues to be operational after cutover.

Approval Criteria

The following is a list of the approval criteria for this project:

1. Cisco Unified Communications Manager upgraded.
2. Cisco Unity Connection upgraded.
3. Cisco Emergency Responder upgraded.
4. Cisco Enterprise License Manager upgraded.
5. Cisco voice gateway IOS updates completed.
6. Cisco IP phone firmware upgraded.

Project Closure and Completion

1. A project closure meeting will be scheduled to review the engagement and transfer the project documents. At this time, the Customer will have the opportunity to raise questions and to provide feedback pertaining to the engagement.

2. Hand-over of test acceptance items and completion of the test plan constitutes a completed project.

General Responsibilities, Assumptions, and Out of Scope

Customer Responsibilities

1. Providing all hardware and cabling required for implementation.
2. Providing proper 19" racks and screws.
3. Mounting all servers, routers, and switches into 19" racks.
4. Providing appropriate power feeds to all equipment from either multiple UPS systems or separate electrical circuits within six feet of the equipment.
5. Connecting all equipment to power sources.
6. Connecting all equipment to appropriate network switches.
7. Providing Seller access to all locations that require hardware to be implemented.
8. Providing keyboards, mice, and monitors for all servers.
9. Notifying Seller if any links contained within this SOW or associated project documentation do not work or do not provide the expected information.
10. Providing and configuring the required SFTP server to be used for the system backup and restore operations.
11. Implementing all required DNS records per the design prior to implementation.
12. Implementing all required DHCP scope configurations per the design prior to implementation.
13. Identifying and/or procuring all third-party software and equipment impacted by the Unified Communications solution.
14. Providing remote and/or onsite access to all systems (hardware and software) as required by Seller.
15. Providing sufficient network capacity based on performance objectives and traffic volumes.
16. Providing personnel for all voice prompt recording. No Seller employees shall be used for any voice prompt recording in a production environment.
17. Making available an appropriate Customer technical contact for the duration of the project to provide any necessary network information, access to the existing network, appropriate security clearance, and access to the building where project related equipment resides.
18. Participating in the test plan as per instructions provided by Seller.
19. Providing current Cisco SMARTnet maintenance contracts covering all of the Cisco Unified Communications hardware and applications. All delays and extension of outage periods that are due to faulty hardware or software problems resulting from hardware or software not being covered by a SMARTnet support contract are considered out of scope and will be billed separately at standard hourly rates.
20. Ordering/Obtaining the applicable UC upgrades and software media, including but not limited to, Cisco UC applications, VMware, Singlewire, etc., via vendors' websites, portals, etc. Seller engineering resources will commence services once Customer has received the upgrades.
21. Assisting Seller in obtaining the migration licenses from Cisco Global Licensing Organization (GLO).
22. Providing CA certificates to Seller's engineer(s) as determined during the planning phase for implementation on UC application servers.
23. Deploying certificates to End-User workstations and mobile devices as required and determined during the planning phase.
24. Providing required bandwidth and latency for clustering over the WAN for all applications involved.
25. Providing Seller Engineer(s) with remote VPN access.

Assumptions

1. The current network is functioning properly (no adverse conditions).

2. The current Microsoft environment is functioning properly (no adverse conditions).
3. Cabling to all switch and router equipment, as well as to all phones is properly implemented, tested, and clearly labeled prior to the implementation of new equipment.
4. Customer does not have any special cable management requirements. If cable management is required, it will be provided outside the scope of work at standard hourly rates and billed separately.
5. Customer-provided cabling is functioning and terminated. Any delays or troubleshooting time incurred will be considered out of scope and billed separately at standard hourly rates.
6. All WAN and PSTN circuits are/will be terminated and functioning properly. If there are issues with the circuit(s), Seller can assist with troubleshooting. This work is considered out of scope and billed separately at standard hourly rates. If the on-site engineer is delayed due to circuit issues but not troubleshooting the circuit, this is also considered out of scope.

Out of Scope

Tasks outside this SoW include, but are not limited to:

1. Implementation and testing of cabling.
2. Implementation, testing, and configuration of equipment that is not included in the bill of materials.
3. Implementation, configuration, and testing as a result of design changes.
4. Workstation and server connectivity testing.
5. Configuration, implementation, and/or deployment of applications or features that may be included in Customer's licensing but not specifically identified in this Statement of Work.
6. Firewall/LAN access control list configuration.
7. LAN/WAN configuration work including but not limited to QoS, VLANs, etc.
8. Hostname/IP addressing changes.
9. Remediation of any issues found during the systems review or at any other point in the project.
10. Changes to existing call flows/scripts/dial plan.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

ITEM(S) PROVIDED TO CUSTOMER

The following will be provided to Customer by the completion of this project.

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Project Upgrade Plan	Project Upgrade	Word, PDF
Test Plan	Detailed upgrade test plan	Word, PDF

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Service Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table 2).

The Total Estimated Services Fees of \$25,150.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 117 nor the Total Estimated Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

Table 2 – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer – Per Hour	\$180.00	46.00	\$8,280.00
Senior Engineer – OT Per Hour	\$270.00	51.00	\$13,770.00
Project Manager – Per Hour	\$155.00	20.00	\$3,100.00
Estimated Totals		117.00	\$25,150.00

The rates presented in Table 2 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

EXPENSES

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller’s performance of the Services (“Customer Components”).
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right, with prior written notice and after a reasonable opportunity for Customer to correct the failure, to reassign Seller personnel to work unrelated to this SOW and the services hereunder or to invoice Customer for time Seller personnel are thereby idled if reassignment is not feasible.
3. Both parties will treat all employee personally identifiable information as confidential per the Agreement.
4. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
5. Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party without cause upon at least fourteen (14) days’ advance written notice.

SOW TERMS AND CONDITIONS

CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person. The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

PAYMENT TERMS

Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of Customer's receipt of the invoice. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the SOW Created Date, except as otherwise agreed by Seller.

CHANGE ORDERS

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**").

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

MISCELLANEOUS

This SOW shall be governed by the executed agreement between the parties covering Customer's purchase of Services from Seller, unless no such agreement has been entered into, in which case the Services will be governed by Seller's "Terms and Conditions of Sales and Service Projects", accessed via the "Terms & Conditions" link at www.cdwg.com (as applicable, the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

CDW Government, LLC.

By: _____
Name: _____
Title: _____
Date: _____

Duluth Independent School District No. 709 (MN)

By: Catherine Erickson
Name: Catherine A. Erickson
Title: CFO
Date: 04/30/20

- A purchase order for payment hereunder is attached.
 A purchase order is not required for payment hereunder.

Seller Services Manager: Phil Birt

01-108-012-311,000-130500

EXHIBIT A.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Table 1 – Customer-Designated Locations

Location(s)	Service(s)		
Duluth Independent School District No. 709 215 N. 1st Avenue East Duluth, MN 55802	<input checked="" type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input checked="" type="checkbox"/> Design	<input checked="" type="checkbox"/> Implementation <input checked="" type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation	<input checked="" type="checkbox"/> Support <input type="checkbox"/> Training <input type="checkbox"/> Custom Work

EXHIBIT B. Special terms for e911 emergency calling

1. Seller adheres to Seller’s internal policies and procedures with respect to the configurations of telephone systems that it sells, installs, manages and/or operates (“**Telephone Systems**”). These internal policies and procedures are designed to maintain Seller’s compliance with applicable law. From time to time, Customer may request that Seller make a particular configuration change that does not align to Seller’s policies and procedures. In these cases, Seller reserves the right to refuse to make such configuration changes, in its sole discretion, and Customer acknowledges and agrees that Seller will have no obligations or liability to Customer (and Customer shall have no rights or remedies) with respect to Seller’s decisions in these matters. In addition, from time to time, to remain in compliance with applicable laws, Customer may need to make a particular configuration change or purchase add-on components to a Telephone System. In these cases, Customer agree to make such configuration changes, and purchase and implement such add-on components, in a timely manner as required by applicable law. You further acknowledge and agree that: (i) it is Customer’s responsibility to make any necessary additional purchases in order to comply with law (whether identified by Seller or not); and (ii) a Telephone System is capable of complying with law, even if in order to so comply, Customer must separately purchase an add-on component.

2. Customer acknowledges and agrees that Seller does not monitor Customer’s changes to the Telephone Systems to ensure they comply with law, and Customer is solely responsible for any violations of law, third party claims or damages resulting from the changes that Customer makes (or fails to make). Company shall promptly notify Seller, in advance, of any changes that it intends to make to the Telephone Systems that may adversely affect the legal compliancy of the Telephone Systems’ (or the operation or management thereof) and CDW reserves the right, in its sole discretion, to terminate this SOW in the event that CDW determines, in its sole discretion, that the changes would adversely affect CDW’s ability to comply with law. In the event that Seller exercises such termination right, Seller shall have no liability as a result of such termination and Customer shall promptly pay to Seller all fees owed for products and services delivered prior the effective date of termination.

3. Customer acknowledges and agrees that it is solely responsible for ensuring its compliance with applicable laws, including, without limitation, with respect to the purchase, installation, configuration, management and operation of its Telephone System, and that Seller has not (and will not) provide Customer with legal advice. Seller is not responsible for, and disclaims all liability for, Customer's violation of applicable laws.
4. Customer agrees to indemnify, defend and hold Seller and its affiliates and its and their respective employees, directors, officers, successors and assign harmless from and against all claims, damages, losses, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from or related to changes that Customer makes to the Telephone Systems or Customer's failure to make changes required by Seller or applicable law.
5. In the event that Customer instruct Seller to configure a Telephone System such that the Telephone System does not transmit a notification to a central location at the facility where the system is installed or to another person or organization, Customer represents and warrants that it is requesting this because an upgrade to the core system, substantial updates to the software, or upgrades requiring a significant purchase would be required in order for Seller to configure the Telephone System such that it does transmit a notification to a central location at the facility where the system is installed or to another person or organization. Customer acknowledges and agrees that Seller will have no liability to Customer (and Customer shall have no rights or remedies) with respect to Customer's instructions in this respect. Customer further agrees to indemnify, defend and hold Seller and its affiliates and its and their respective employees, directors, officers, successors and assign harmless from and against all claims, damages, losses, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from or related to Customer's instructions in this respect.
6. Customer agrees that its obligations under the foregoing Sections 1 through 5 are not subject to any limitations on the type or amount of Customer's liability to Seller, including, without limitation, any limitations on Customer's liability: (i) that might be set forth in any agreement entered into by and between Customer and Seller; or (ii) that might otherwise apply to this SOW or a purchase that relates to this SOW.

SPECIAL TERMS FOR E911 EMERGENCY CALLING

Seller and Customer agree to the additional Terms specified on the attached Exhibit ("**Special Terms for E911 Emergency Calling**").