



Stillwater

AREA PUBLIC SCHOOLS

REVISED

**Independent School District 834
Video Conference
School Board Business Meeting Agenda – August 20, 2020 6:00 p.m.**

- I. **Call to Order**
- II. **Roll Call**
- III. **Approval of Agenda**
- IV. **Superintendent Report**
- V. **Open Forum**
Fifteen speakers will be allotted three minutes each to speak
- VI. **Consent Agenda**
 - A. Minutes of August 3, 2020 Special Meeting
 - B. Minutes of August 5, 2020 Special Meeting
 - C. Minutes of August 6, 2020 Business Meeting
 - D. Minutes of August 6, 2020 Closed Meeting
 - E. Disbursement Register August 8-21, 2020
 - F. Accept Gifts and Donations – July 2020
 - G. Two Contracts for Services Between Accurate Home Care and Stillwater Area Public Schools for the 2020-21 School Year for two students
- VII. **Reports**
 - A. Smart reStart Fall Planning Update – Superintendent Lansfeldt
 - B. Reimagine Stillwater Schools – Dr. Jennifer Cherry
- VIII. **Action Items**
 - A. Allina Clinical Services Agreement for Therapy Services – Mr. Paul Lee
 - B. Contract for Servers – Mr. John Perry
 - C. Amended Transportation Contract with MN Central – Chair Stivland
 - D. Staffing Needs for the 2020-21 School Year Due to COVID-19 – Interim Superintendent Lansfeldt/
Ms. Moen
- IX. **Board Member Reports**
 - A. Board Chair Report
 - B. Working Group Reports
 1. Community Engagement
 2. Finance and Operations
 3. Legislative
 4. Policy
 - C. Board Member Reports
- X. **Adjournment**
 - A. Adjourn to closed session

In response to guidance from the Centers for Disease Control and Prevention (CDC) on social distancing, the school board meeting will be available to the public to watch online only. The meeting will be web streamed live and archived on the district's website. Future board meetings may be conducted electronically until CDC recommendations related to the COVID-19 situation change



Agenda Item I.
Date Prepared: August 10, 2020
ISD 834 Board Meeting

Agenda Item: Call to Order
Meeting Date: August 20, 2020

Background:

The School Board Chair will call the meeting to order.

Recommendation:

Board action is not required.



Agenda Item II.
Date Prepared: August 10, 2020
ISD 834 Board Meeting

Agenda Item: Roll Call
Meeting Date: August 20, 2020

Background:

The School Board Chair will ask the secretary to take the roll. A quorum must be established in order for the meeting to proceed.

Board Members

Sarah Stivland, Board Chair

Tina Riehle, Treasurer

Mike Ptacek, Clerk

Jennifer Pelletier, Director

Liz Weisberg, Director

Malinda Lansfeldt, Interim Superintendent, Ex-Officio

Recommendation:

Board action is not required.



Agenda Item III.
Date Prepared: August 10, 2020
ISD 834 Board Meeting

Agenda Item: Approval of the Agenda
Meeting Date: August 20, 2020

Background:

Once quorum has been established the School Board Chair will request approval of the meeting agenda.

Recommendation:

A motion and a second to approve the meeting agenda will be requested.

Motion by: _____ **Seconded by:** _____ **Vote:** _____



**Agenda Item IV.
Date Prepared: August 10, 2020
ISD 834 Board Meeting**

Agenda Item: Superintendent Report
Meeting Date: August 20, 2020

Background:

Each meeting the Superintendent will provide an update on items of interest in the announcement category. Many times these topics develop between the time the agenda is prepared and distributed, and the meeting date. Topics generally include announcement of attendance at district events, communications items, informational items and correspondence items worth noting. What is included in this item will vary each meeting depending on the nature of the topics, the school year schedule and time of activities.

Recommendation:

Board action is not required.



Agenda Item V.
Date Prepared: August 10, 2020
ISD 834 Board Meeting

Agenda Item: Open Forum
Meeting Date: August 20, 2020

Background:

Open Forum Expectations during COVID-19 Pandemic

School board meetings will be held electronically until further notice. If you wish to speak to the School Board, you will be able to do so at the start of the school board meeting during Open Forum. A sign-up for Open Forum speakers will be available online on the board webpage from 3-4 p.m. on the day of the board meeting, to provide time for instructions to connect to the meeting to be sent to speakers.

You may sign in only for yourself, not other individuals or groups. The order of speakers will be established on a first-come, first-served basis. Due to time limitations, we will limit the number of speakers to 15 for 3 minutes each. You will need the ability to join the meeting electronically either by phone or online. You will receive instructions for joining the meeting 30-60 minutes prior to the start of the meeting. If you wish to speak to the School Board, you will be able to do so at the start of the school board meeting during Open Forum. If you spoke at the last meeting, please consider allowing others to speak before you.

Stillwater Area School District welcomes input from citizens as community involvement fosters better decision making and improved learning experiences for all students. While comments and questions are welcome during Open Forum, law prohibits the Board from discussing concerns about individual employees or students in a public meeting. We will stop the proceedings immediately if employee or student privacy issues are raised and direct the speaker to forward comments regarding individual employees or students to the superintendent.

Because we are modeling civil discourse for our community, speakers must present their testimony in a respectful manner. Vulgarity, character attacks, malice or specific complaints identifying staff or students by name or implication will not be permitted.

The Board will not deliberate, discuss, or engage in conversation with speakers during open forum.

However, the Board may ask administration to review the concern(s) presented.

Recommendation:

This is for informational purposes only.



**Agenda Item VI. A.B.C.D.E.F.G.
Date Prepared: August 12, 2020
ISD 834 Board Meeting**

Agenda Item: Consent Agenda
Meeting Date: August 20, 2020
Contact Person: Varies by item

Background:

The consent agenda is a meeting practice which packages routine reports, Board meeting minutes, and other non-controversial items not requiring discussion or independent action as one agenda item. The Board will approve this 'package' of items together in one motion.

- A. School Board Special Meeting Minutes August 3, 2020
Contact Person: Mike Ptacek, Clerk or Sherri Skogen, Secretary
A copy of the minutes is included for your review.

- B. School Board Special Meeting Minutes August 5, 2020
Contact Person: Mike Ptacek, Clerk or Sherri Skogen, Secretary
A copy of the minutes is included for your review.

- C. School Board Regular Meeting Minutes August 6, 2020
Contact Person: Mike Ptacek, Clerk or Sherri Skogen, Secretary
A copy of the minutes is included for your review.

- D. School Board Closed Meeting Minutes August 6, 2020
Contact Person: Mike Ptacek, Clerk or Sherri Skogen, Secretary
A copy of the minutes is included for your review.

- E. School Board Meeting Disbursement Register August 8-21, 2020
Contact Person: Dale Sundstrom, Interim Executive Director, Finance
A copy of the register has been distributed to board members.

- F. Accept Gifts and Donations – July 2020
Contact Person: Interim Superintendent Lansfeldt
A copy of the report has been distributed to board members.

- G. Two Separate Contracts between Accurate Home Care LLC and Stillwater Area Public Schools during the 2020-21 School Year to provide student services to two students
Contact Person: Paul Lee, Director of Student Support Services
A copy of the two agreements and expenditure form is included for your review.

Recommendation:

BE IT RESOLVED by the School Board of Independent School District 834 – Stillwater Area Public Schools that Consent Agenda Items A through G be approved as written, and a copy of the agenda items is attached to the minutes.

Motion by: _____ **Seconded by:** _____ **Vote:** _____



Independent School District No. 834 – Stillwater Area Public Schools
Video Conference
August 3, 2020 – 5:00 p.m. Special Meeting Minutes

- I. **Call to Order:** The meeting was called to order at 5:00 p.m.
- II. **Roll Call:** Present: Sarah Stivland, chair; Mike Ptacek, clerk; Tina Riehle, treasurer; Jennifer Pelletier, director; Liz Weisberg, director
- III. **Approval of the Agenda**

Motion to approve the agenda by Member Ptacek; Seconded by: Member Riehle; Vote: 5 ayes, 0 nays, Motion Carried Unanimously.

IV. **Review of the Smart ReStart Plan**

Interim Superintendent Lansfeldt presented the Smart ReStart Plan for fall return to school. Six commitments in order of importance are safety, equity, relationships, student support, quality academics and family engagement. The community was surveyed and the results helped make improvements for the fall. Another survey will be sent in the fall to find out how the 2020-21 school year is going which will help us make adjustments and improvements.

Many communications will be provided to families via email and on the website this week.

The Governor came out with the safe learning plan involving a five step decision making process. 1. Consider county-level data to determine MDE's recommended Based Learning Model. 2. We are assigned to Washington County to consult with to examine local data and consider impact on schools. 3. We will evaluate our district's ability to implement required and recommended protocols (staffing, transportation, supplies, protocols, physical distancing). 4. Determine the learning model to begin the school year. 5. Monitor community and school-level impact of COVID on a regular basis and adjust if needed. The recommended base learning model was reviewed which uses the number of cases per 10,000 over 14 days, by county of residents to determine your learning model. We are currently trending at the hybrid model.

Dr. Cherry shared the three models that are being planned. As we anticipate moving between learning models the COVID pandemic is changing so our goal is to safely restart and reconnect with our students. This will depend on the prevalence of COVID 19 and our operational capacity. All instruction is being developed in an online format so we are able to respond to changing circumstances and move quickly between models. Families and staff will need to be flexible and have alternative plans should we move learning models. The hybrid model has a blended learning model of two days at school and three days online with an alternative schedule with an A/B/A/B/C day. In a distance learning model all students would learn from home and have support from the teachers. Families may choose to enroll 100% online learning. An Intent to Return will be sent by email to all families on August 4. All responses must be returned by August 9. Choosing 100% online learning option must commit for one term. The in-person learning model is where students will attend school full time. Schools will follow all safety protocols and guidelines for face coverings, cleaning and sanitizing. There will also be no large events or assemblies held and modifications may be made to the school day to limit the number of students in one area at a time, such as lunch, recess, and dismissal times.

Hybrid learning is where students are split into groups. In group A students would attend Mon/Wed, Group B would learn at home on those days and then Group B would attend school on Tues/Thurs, C day (5th day) all students would distance all day. The C day gives time for building cleaning and for teachers to make connections with students.

Physical distancing in this format would be operational as schools would operate at about 50% of capacity. Priority will be to schedule families together on the same days.

Distance learning format this is where 100% will be learning from home. We have recorded mini-lessons to introduce learning. Teacher interaction will be with students one-on-one and in small groups. We will have a mix of scheduled learning times as a class, along with independent online learning. There will be peer-to-peer activities to provide more social/emotional support. There will also be streamlined communication and more consistent use of apps and platforms. There are two types of distance learning: Synchronous – students learn at the same time and Asynchronous – learn the same material but may be at different times and locations.

Special education plans have been put together for the in-person/hybrid/distance learning models. Students will follow their assigned schedule. Families and staff will meet to discuss and agree to a set of services to be delivered in person, when possible. Other services will continue remotely as specified in the Individualized Education Plan (IEP) or Individualized Families Service Plan (IFSP). Services for students with complex health or support needs will be addressed in collaboration with families on an individual basis. 100% online learning is also available for special education.

4-Year-Old Preschool will follow the same schedule as our elementary schools for both in-person and hybrid learning. There will not be an online learning option for preschool families. Depending on space availability, preschool play days may be available for families when school is not in session. ThreeSchool preschool programming will remain the same during in-person and hybrid learning.

Adventure Club will follow Executive Order 20-82 which indicates the district must provide care for children of Tier 1-essential workers at no cost during the school day for kindergarten to age 12 at times when the district is operating in a hybrid or distance learning model. We will do our best to provide a fee-based childcare program for families not classified a Tier 1 depending on availability space in our schools and available staff.

Human Resources are working with all schools to ensure we have adequate custodial and healthcare staff to meet all safety protocols.

Families, students and staff are expected to self-screen at home before coming to school. Anyone experiencing any of the COVID symptoms should not attend school. Call the health office in the morning before school with questions.

Bus capacity will be at 50% as defined by MDE/MDH. Students, drivers and bus aides are required to wear face masks. Students will be one to a seat and those from the same household may sit together. Seats will be assigned. Bus pickup areas at each school will be marked for physical distancing. Cleaning and disinfecting will take place following each route. Specific instructions will come from your child's school.

School Meals for in-person/hybrid schedules will have breakfast and lunch available to students. Meals will be available to students for days they are learning from home. Weekly meal distribution will be provided for those families choosing 100% online learning or when in the distance learning model. Meals served at school to students will be in small group settings outside of the cafeteria, including classroom spaces, as determined by the school sites.

A clerical staff member with a health background will be put in place to take all calls from families if a student has been exposed. If there is a COVID case in a school, we will communicate to all families in a school, conduct extra cleaning, continue to provide important health information to families, contact all students and/or staff who were in close contact with the person, monitor symptoms of students and staff and send students and staff home if they become ill. We will not provide personally identifiable information of an infected person. We will not immediately close schools for one positive case and look at each case individually.

Athletics and extracurricular activities will follow all MDH, MSHSL and NFHS standards for return to play protocol. A decision on the status of fall sports is expected to be announced in mid-August.

Community education classes will be held online and in-person if number of participants can be physically distanced and no other state or local restrictions are in place. Face masks are required inside and participants/instructors must follow all self-screening expectations.

The Pony Activity Center will allow members to work out based on local data from public health. Members must follow all self-screening expectations. Masks may be removed while the level of exertion makes it difficult to wear a mask provided that social distancing can be maintained.

Next steps are for families and staff to complete the Intent to Return survey by August 9. Adventure Club registration will come out mid-August. Schools will be sending out details regarding hybrid schedules. Administration will bring its recommendation for which model that will be used to begin the school year to the August 6 board meeting.

V. Authorize Legal Counsel to Resolve Election Notification Issue

Chair Stivland explained the issue regarding the posting of the resolution for the two open seats at our meeting on 7.23.20. The public notification for the filing dates for the special election was scheduled to appear on July 24 in the Gazette. An error was found in the resolution at the July 23 meeting. The resolution was amended and emailed to the Gazette. However, because of reasons not quite clear, the public notification was not replaced, but was cancelled at the Gazette, so it did not appear in the July 24 issue of the paper. It is in the Gazette now and will appear through August 11. The notifications for filing an affidavit have been on our website for a few weeks, posted at Central Services, and also published in the Pioneer Press. Law requires we use the official newspaper of note which is the Gazette. This was complicated by the tight time frame of the special election and that the Gazette is a weekly paper. In talking with legal counsel we did everything we could to provide sufficient notice but the law requires it be in the newspaper for two weeks before the filing period begins. Legal counsel will file a petition with the Washington County judge issuing an order that his error has been corrected and ask that the special election can proceed as normal.

Motion by Member Weisberg to authorize legal counsel to resolve the election notification issue; second by Member Riehle; Vote: 5 ayes; 0 nays. Motion Carried Unanimously.

VI. Adjournment

A. The meeting adjourned formally at 6:36 p.m.

Respectfully submitted, Mike Ptacek, Clerk



Independent School District No. 834 – Stillwater Area Public Schools
 Video Conference
 August 5, 2020, 7:45 a.m.
 Special Meeting Minutes

- I. **Call to Order:** The meeting was called to order at 7:47 a.m.
- II. **Roll Call:** Present: Sarah Stivland, chair; Mike Ptacek, clerk; Tina Riehle, treasurer, Jennifer Pelletier, director, Liz Weisberg, director
- III. **Approval of the Agenda**

Motion to approve the agenda by Member Riehle; Second by: Member Ptacek; Vote: 5 ayes, 0 nays. Motion Carried.

IV. Interviews and Selection of Open Seats on the School Board

Candidates interviewing for the two vacant board seats are: Georgia Lickness, Timothy Brewington II, Mary Turnberg, Andrew Kass, Bill Gilles, Michelle Deziel, Beverly Petrie, Holly English, DeeDee Armstrong and Natasha Fleishman.

Board members voted for their top four candidates. There was a three way tie for the highest vote. There was also a three way tie with the next highest score. Therefore, the board voted for the top six applicants by ranking the candidates 1 through 6.

Voting results:

Applicant	Pelletier	Ptacek	Riehle	Weisberg	Stivland	Votes	Rank
Georgia Lickness	2	6	6	6	4	24	
Tim Brewington	4	1	2	1	1	9	1
Andrew Kass	1	4	5	5	6	21	
Bill Gilles	5	2	1	2	2	12	2
Holly English	3	5	4	4	5	21	4
DeeDee Armstrong	6	3	3	3	3	18	3

A tie for the fourth seat was broken with a roll call vote. Board members voted for Andrew Kass or Holly English.

Voting results:

Applicant	Pelletier	Ptacek	Riehle	Weisberg	Stivland	Total Votes
Andrew Kass	1				1	2
Holly English		1	1	1		3

A resolution will come before the board at the August 6 board meeting accepting the two new board members.

V. Adjournment

The meeting adjourned at 12:03 p.m.



Independent School District No. 834 – Stillwater Area Public Schools
Video Conference
August 6, 2020 – 6:00 p.m. Meeting Minutes

- I. **Call to Order:** The meeting was called to order at 5:04 p.m.
- II. **Roll Call:** Present: Sarah Stivland, chair; Mike Ptacek, clerk; Tina Riehle, treasurer; Jennifer Pelletier, director; Liz Weisberg, director

Adjourn to Closed Session

Motion by Member Ptacek to adjourn to closed session pursuant to MN Statute §13D.03(b) to discuss negotiations; Seconded by Member Weisberg; Vote: 5 ayes, 0 nays, Motion Carried Unanimously.

Closed meeting adjourned to Open meeting at 6:07 p.m.

III. **Approval of the Agenda**

Motion to approve the agenda by Member Ptacek; seconded by: Member Weisberg; Vote: 5 ayes, 0 nays, Motion Carried Unanimously.

IV. **Superintendent Report**

- Introduce Dale Sundstrom – overseeing finance and Lance Libengood - overseeing transportation.
- Information was shared regarding the return of fall sports. Seven sports will take place this fall. There will be limits to the number of participants that can participate.

V. **Open Forum**

1. Mandy Iverson, 1049 Gilbert Ct – Smart ReStart
2. Jill Damron, 2117 Dundee Place – Anti-racism

VI. **Consent Agenda**

- A. Minutes of July 21, 2020 Closed Meeting
- B. Minutes of the July 23, 2020, Business Meeting
- C. Minutes of the July 30, 2020 Closed Meeting
- D. Disbursement Register July 25 – August 7, 2020
- E. Human Resources Personnel Report

Motion by Member Riehle to approve consent agenda items A, B, C, and E; Second by: Member Weisberg; Vote: 5 ayes, 0 nays, Motion Carried Unanimously.

Motion by Member Ptacek to approve consent agenda item D; Second by: Member Weisberg; Vote: 5 ayes, 0 nays, Motion Carried Unanimously.

VII. **Reports**

- A. Allina Clinical Services Agreement for Therapy Services
Mr. Paul Lee shared the District agreement with Courage Kenny Rehab (Allina) for physical therapy services. Based on the IEP identified physical therapy needs for students with disability and district staffing models, the services identified in the agreement are required to meet student needs. The District has contracted physical

therapy services with Courage Kenny Rehab Institute (Allina) for many years. They have been an excellent community partner. Administration will ask for approval at the next board meeting. A request to update the expenditure form with the actual amount spent.

B. RFPs – Architect Services

Director Riehle reported the District has required architectural engineering services on an as-needed basis including, but not limited to, annual long-term facilities maintenance projects. Various general needs projects may be needed throughout the year and the chosen architect/engineer would be involved. The District issued an RFP on February 14, 2020. Proposals were due on March 31, 2020. The Finance and Operations Working Group reviewed the proposals on August 6, 2020. After reviewing the RFP the Finance Working Group is recommending the board secure services with Wold. This will come for approval at the next board meeting.

C. RFPs – Servicers

Mr. John Perry reported that the District currently leases its server environment creating a fixed cost of approximately \$56K/year to maintain a fully licensed and supported system. The current lease expires on November 1, 2020. The District posted an RFP on July 1, 2020 soliciting replacement solutions. Four companies responded to the RFP with a total of seven solutions. A response will be brought forward that meets current and future server needs for the next six years while maintaining current cost assumptions for budgeting purposes. The District will be expanding its digital repository for permanent records to include publicly recorded meetings and migrate our Directory Services environment responsible for secure authentication within the organization. This information was presented to the Finance Working Group on July 23, 2020. This will come to the August 20th board meeting for approval.

D. Smart ReStart Fall Planning Update

Interim Superintendent Lansfeldt shared that the survey sent out to families and staff that is due August 9th. The Minnesota Safe Learning Plan decision making process was reviewed. Administration will consider county level data when determining MDE's recommended base learning model, as well as when evaluating our district's ability to implement required and recommended protocols. Administration's recommended model for all students to begin the year is a Hybrid Learning model. We will operate at about 50% capacity both in schools and on buses. A sample hybrid schedule was reviewed with group A attending on Monday and Wednesday and Group B attend on Tuesday and Thursday. C day is Friday which is a distance learning day.

Elementary Schools – Principal Gorde and Principal Berg presented what they share as a thoughtful approach based on the safety for the children and staff. Various options were reviewed with teachers. The hybrid format will require flexibility for teachers and families based on COVID numbers. ABABC model was chosen as it provides a combination with at home learning and connecting in person every other day. This model gives touch points at the beginning and end of the week and we can leverage smaller class sizes. There is an opportunity for small group instruction and building relationships. C day is a distance learning day and an instruction day with an opportunity for students to learn online. The C day also gives custodial staff a chance to do a deep clean and opportunities for staff to collaborate. We will also focus on the social/emotional needs of the kids and want to build relationships. Each principal will provide more safety protocols as they are established.

Middle Schools - Principal VanScoy and Principal Fields shared the middle school learning model. Currently the middle school model has passing times over 7 periods in a school day. A different approach was looked at for the start of the school year. The Middle Schools are using the Hybrid Advisory Bubble as it isolates the classes more. Proposing this be done with kids in an advisory class which is 15 students/class and all content learning with content teacher online in the classroom. Advisory teacher will build relationships and teach how to use the online environment. We will be limiting the amount of times students move throughout the building. During advisory bubble model we will also utilize the outdoors and all spaces within the school. Students will have support of one teacher and move as an advisory cohort throughout the day. At some point we may go into a distance learning format so we want to teach the kids how to navigate that online environment. The hybrid advisory bubble will be used Sept. 10-Oct. 14 depending on county metrics. Sept. 8 and 9 will be used for introducing web program to talk to 6th grade students. Students interact with advisory teachers and specialists and this time will be prioritized to prepare students for online learning. Communications will be sent out from the school principals tomorrow. Students will then go to the Hybrid Full Schedule (ABABC) until we continue in person. This would be a blended learning model.

Students receive in person instruction, support, differentiation, intervention, enrichments 2 days/week, online 3 days/week.

High School – Principal Bach and Assistant Principal Kraft shared that students will follow the hybrid model of A/B/A/B/C schedule with 80 minute periods. We will need flexibility to go between models as needed. Reflecting on the lessons learned from distance learning last spring and trying to balance an instruction model and safety for students and staff. Traditionally students have 6 periods in a day and we found this is a lot to manage for online. Students will meet in person for the morning. Lunch and office hours are in the afternoon. Students have 3 classes (periods 1, 3, 5) Quarter 1 and meet in-person 2 times/week. Courses switch for Quarter 2 (periods 2, 4, 6), and meet in-person 2 times/week. Fridays are learning days for collaboration with teacher and peers. At lunch period, students that transport themselves could be released and could do their learning in the afternoon at home. Students who depend on the school for lunch and transportation would stay in the school for their learning.

St Croix Valley Area Learning Center – Mary Leadem Ticiu reported that students will start with the Hybrid Learning (ABABC), focusing on existing relationships. There are ten new students. 50% of students onsite daily use ALC classrooms. AM - 3 period alternative days assigned with teachers. PM - Learning Lab settings with licensed staff in Monday-Thursday office hours. Access online COVID spreadsheet for google documents, classroom Schoology and personalized lessons. Creative asynchronous synchronous lessons are designed with alternatives in mind. Weekly advisory sessions for credit will be held.

Special Education – Mr. Paul Lee shared that special education staff has worked very hard to build the programs over the summer. Students who will receive special education will follow their hybrid model. They will be provided their direct services defined in their IEPs. The Hybrid Response Model will be used. We are prioritizing and working with families for the critical services the students will need as well as scheduled on school days. Case managers will be closely monitoring progress as we enter the hybrid programming and additional services will be added by IEP teams if needed. We will send out additional information with more details tomorrow morning. Students will start in the More Restrictive model. In the event that a student is not making adequate progress on his/her IEP goals, additional support, and services will be discussed. Superintendent Lansfeldt reported counselors/psychologist/social workers are all beginning to meet to put together support for students and staff with the mental health and social/emotional help that they will need. We will do everything this year with an equity lens.

Reminder to families to complete their “Intent to Return” survey by August 9. Families will be asked to commit to their decision for one term (quarter for elementary schools/ semester at the high school)

Revised District Calendar – Principal Drommerhausen and Principal Kraft shared the proposed calendar revisions to the 2020-21 school year. A group of administrators met with representatives from SCEA to propose a few changes. A calendar was built on the hybrid model since it is the most complex and allows to transition easily. The start of the school year is moved back one week and now starts Tuesday, Sept. 8. We had to ensure we balance the calendar throughout the school year looking that each quarter and semester have equal number of days, and also having a balance of the A, B and C days within the semester and quarter. Based on the calendar approved last year the changes were: Exchanged Nov 2, Dec 23, Jan 19, Feb 16 and March 26 as days for the first week. The end of first quarter moved from Oct 30 to Nov 13. End of 2nd Qtr/1st semester was moved from Jan 15 to Jan 22. We may need to swap the C day on Nov. 3 (Election Day) with the grading day on Nov. 13 depending on the instructional model we are in after MEA. Elementary – Ready Set Go conferences will now be held the first four days of school. This will allow staff more time to meet with students and families, allow us to space out meetings throughout the four days and give custodial staff time to clean the rooms and touch points between conferences. Families can do an online option for conferences if preferred. Provide two dates of transition (Sept. 8 and 9) for 6th and 9th grade students.

E. Reimagine Stillwater Schools

Dr. Cherry reported that a meeting was held with students, alumni students and district staff on July 29. Actions will be taken to build trust with stakeholders, design and host virtual gatherings with students, teachers, staff and the community, develop short and long term strategies inclusive of voice with students teachers, staff and the community to take action with equity goals, develop a collective action plan aligned with the district’s strategic plan and other initiatives already in action, provide professional development activities for staff and leaders, and create

and Equity Think Tank to support and Equity/Diversity/Inclusion (EDI) committee that we're forming this school year. Interviews have been completed for hiring of the new District Cultural Liaison and we are identifying an equity consultant to help guide our work and implement our plan to build trust with stakeholders.

5 minute break at 8:30 pm.

VIII. Action Items

- A. Final Reading – Policy 903-Visitors to School District Building and Sites
Chair Stivland presented Policy 903 for final review indicating that this policy will replace policy R 5.6.1. The board will direct Administration to work on the procedure to accompany this procedure and bring it back to the Policy Working Group for review.

Motion by: Member Riehle to approve Policy 903-Visitors to School District Buildings and Sites and revoking policy R 5.6.1; Second by: Member Pelletier; Vote: 5 ayes, 0 nays, Motion Carried Unanimously.

- B. Renewal of District membership
Chair Stivland presented the 2020-21 memberships up for renewal which include:
MSBA - \$14,425
MN State High Schools League – No Fee
AMSD - \$11,428
SEE - \$9,359

Motion by: Member Ptacek to approve the 2020-2021 District Membership; Second by: Member Riehle; Vote: 5 ayes, 0 nays, Motion Carried Unanimously.

- C. Resolution Relating to the Election of School Board Members and Calling the School District General Election

BE IT RESOLVED by the School Board of Independent School District No. 834, State of Minnesota as follows:

(a) 1. It is necessary for the school district to hold its general election for the purpose of electing three (3) school board members. Three for terms of four (4) years each.

(b) The clerk shall include on the ballot the names of the individuals who file or have filed affidavits of candidacy during the period established for filing such affidavits, as though they had been included by name in this resolution. The clerk shall not include on the ballot the names of individuals who file timely affidavits of withdrawal in the manner specified by law.

2. The general election is hereby called and elected to be held in conjunction with the state general election on Tuesday, the 3rd day of November, 2020.

3. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for this general election are those polling places and precincts or parts of precincts located within the boundaries of the school district and which have been established by the cities or towns located in whole or in part within the school district. The voting hours at those polling places shall be the same as for the state general election.

4. The clerk is hereby authorized and directed to cause written notice of said general election to be provided to the county auditor of each county in which the school district is located, in whole or in part, at least seventy-four (74) days before the date of said election. The notice shall include the date of said general election and the office or offices to be voted on at said general election. Any notice given prior to the date of the adoption of this resolution is ratified and confirmed in all respects.

The clerk is hereby authorized and directed to cause notice of said general election to be posted at the administrative offices of the school district at least ten (10) days before the date of said general election.

The clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the school district at least four (4) days before the date of said general election and to cause two sample ballots to be posted in each polling place on Election Day. The sample ballot shall not be printed on the same color paper as the official ballot. The sample ballot for a polling place must reflect the offices, candidates and rotation sequence on the ballots used in that polling place.

The clerk is hereby authorized and directed to cause notice of said general election to be published in the official newspaper of the school district for two (2) consecutive weeks with the last publication being at least one (1) week before the date of said election.

The notice of election so posted and published shall state the offices to be filled set forth in the form of ballot below, and shall include information concerning each established precinct and polling place.

The clerk is authorized and directed to cause the rules and instructions for use of the optical scan voting system to be posted in each polling place on Election Day.

5. The clerk is authorized and directed to acquire and distribute such election materials as may be necessary for the proper conduct of this election, and generally to cooperate with election authorities conducting other elections on that date. The clerk and members of the administration are authorized and directed to take such actions as may be necessary to coordinate this election with those other elections, including entering into agreements or understandings with appropriate election officials regarding preparation and distribution of ballots, election administration and cost sharing.

6. The clerk is further authorized and directed to cause or to cooperate with the proper election officials to cause ballots to be prepared for use at said election in substantially the following form, with such changes in form, color and instructions as may be necessary to accommodate an optical scan voting system.

General Election Ballot
Independent School District No. 834
STILLWATER AREA PUBLIC SCHOOLS
November 3, 2020

Instructions to Voters:

To vote, completely fill in the oval(s) next to your choice(s) like this:



School Board Member Vote for Up to three

- Candidate U
- Candidate V
- Candidate W
- Candidate X
- _____
write-in, if any
- _____
write-in, if any
- _____
write-in, if any
- _____
write-in if any

Optical scan ballots must be printed in black ink on white material, except that marks to be read by the automatic tabulating equipment may be printed in another color ink. The name of the precinct and machine-readable identification must be printed on each ballot. Voting instructions must be printed at the top of the ballot on each side that includes ballot information. The instructions must include an illustration of the proper mark to be used to indicate a vote. Lines for initials of at least two election judges must be printed on one side of the ballot so that the judges' initials are visible when the ballots are enclosed in a secrecy sleeve.

7. The name of each candidate for office at this election shall be rotated with the names of the other candidates for the same office in the manner specified in Minnesota law.

8. If the school district will be contracting to print the ballots for this election, the clerk is hereby authorized and directed to prepare instructions to the printer for layout of the ballot. Before a contract in excess of \$1,000 is awarded for printing ballots, the printer shall, if requested by the election official, furnish, in accordance with Minnesota Statutes, Section 204D.04, a sufficient bond, letter of credit, or certified check acceptable to the clerk in an amount not less than \$1,000 conditioned on printing the ballots in conformity with the Minnesota election law and the instructions delivered. The clerk shall set the amount of the bond, letter of credit, or certified check in an amount equal to the value of the purchase.

9. The individuals designated as judges for the state general election shall act as election judges for this election at the various polling places and shall conduct said election in the manner described by law. The election judges shall act as clerks of election, count the ballots cast and submit them to the school board for canvass in the manner provided for other school district elections. The general election must be canvassed between the third and the tenth day following the general election.

10. The School District clerk shall make all Campaign Financial Reports required to be filed with the school district under Minnesota Statutes, Section 211A.02, available on the school district's website. The clerk must post the report on the school district's website as soon as possible, but no later than thirty (30) days after the date of the receipt of the report. The school district must make a report available on the school district's website for four years from the date the report was posted to the website. The clerk must also provide the Campaign Finance and Public Disclosure Board with a link to the section of the website where reports are made available.

Date: August 6, 2020

Sarah Stivland, School Board Chair

Mike Ptacek, School Board Clerk

Motion by Member Ptacek to approve the resolution relating to the election of school board members and calling the school district general election; Second by Member Weisberg. Vote: 5 ayes, 0 nays. Motion Carried Unanimously.

D. Resolution Appointing Two School Board Members

Board Member Ptacek moved for adoption of the following resolution:

WHEREAS, on July 23, 2020, the School Board of Independent School District No. 834 declared vacancies to exist on the School Board following the resignation of Board members Shelley Pearson and Mark Burns; and

WHEREAS, the vacant positions expire on the first Monday in January 2023; and

WHEREAS, upon the existence of a vacancy Minn. Stat §123B.09, subd. 5b requires the School Board, by resolution, to appoint an individual to serve in the vacant position until an individual is elected by special election at the time of the next general election; and

WHEREAS, the School Board has completed the process to consider applicants to serve in the vacant School Board positions; and

WHEREAS, the School Board has determined that Timothy Brewington and Bill Gilles are individuals who are eligible and qualified to serve in the vacant positions until a successor is elected by special election at the time of the next general election.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. 834 that Timothy Brewington and Bill Gilles are hereby appointed to fill the vacant positions and serve on the School Board until a special election is held and a successor qualifies for office. The appointments shall be effective on the 31st day following this resolution, absent receipt of a valid petition rejecting the appointee in compliance with the requirements under Minn. Stat. §123B.09, subd 5b(b).

The motion for the foregoing resolution was seconded by Member Weisberg

The following voted in favor of the resolution: Pelletier, Ptacek, Riehle, Weisberg, Stivland

The following voted against the resolution:

WHEREUPON said resolution was duly declared passed and adopted.

Motion by Member Ptacek to approve the resolution appointing two new school board members; Second by Member Weisberg; Vote: 5 ayes, 0 nays. Motion Carried Unanimously.

E. Resolution for the Adoption of a Base Learning Model for the 2020-2021 School Year and Other COVID-19 Related Matters

WHEREAS, Minnesota Statutes Section 123B.09 vests the care, management, and control of independent districts in the school board; and

WHEREAS, the Superintendent of Independent School District 834 [hereinafter the "Superintendent"] is responsible for the management of the schools, the administration of all School District policies, and is directly accountable to the School Board; and

WHEREAS, when responsibilities are not specifically prescribed nor School District policy applicable, the Superintendent shall use personal and professional judgment, subject to review by the School Board, pursuant to School District Policy 302, *Superintendent*;

WHEREAS, on March 13, 2020, Minnesota Governor Tim Walz issued Emergency Executive Order 20-01, which declared a peacetime emergency in Minnesota in response to the COVID-19 pandemic; and

WHEREAS, on July 30, 2020, Minnesota Governor Tim Walz issued Emergency Executive Order 20-82 and the Safe Learning Plan for 2020-2021 (the "Safe Learning Plan"), which set forth five Learning Models (in-person learning for all, in-person learning for elementary students and hybrid learning for secondary students, hybrid learning for all students, hybrid learning for elementary students and distance learning for secondary students, and distance learning) and authorized all school districts in the State of Minnesota to select and implement an appropriate base Learning Model in accordance with, and subject to, the Safe Learning Plan; and

WHEREAS, the Minnesota Department of Education (“MDE”) has issued and may continue to issue written guidance for Minnesota schools on educational issues related to COVID-19; and

WHEREAS, the Minnesota Department of Health (“MDH”) has issued and may continue to issue written guidance for Minnesota schools on public health issues related to COVID-19; and

WHEREAS, the Superintendent and the administration of the School District have conferred with the School Board regarding the available Learning Models, the current MDE and MDH requirements for each, and other relevant information; and

WHEREAS, based upon the collective consideration of these factors, the Superintendent has recommended to the School Board that the Hybrid Model will be the base Learning Model to be implemented at the commencement of the 2020-2021 school year.

NOW, THEREFORE, BE IT RESOLVED, by the School Board of Independent School District No. 834 as follows:

Section 1: The Superintendent is hereby directed to implement the following base Learning Model to open the 2020-2021 school year: Hybrid Model.

Section 2: The Superintendent is hereby authorized, after consultation with the School Board Chair and notification to the School Board, to select and implement a different Learning Model for the School District or any specific school buildings without School Board action if the Superintendent reasonably believes that prompt implementation of a different Learning Model is necessary, and that constraints of time and public health considerations render it impractical to hold a School Board meeting to approve the implementation. The Learning Model selected and implemented by the Superintendent shall continue in effect unless and until the School Board, in consultation with the Superintendent and appropriate school district staff and public health officials, deems it in the best interest of the School District and its students to implement a different Learning Model.

Section 3: The Superintendent will provide regular updates to the School Board regarding the School District’s efforts to implement COVID-19 related educational and public health guidance issued by the MDE and the MDH, respectively.

Adopted this ____ day of _____, 2020.

Roll Call Vote:

School Board Chair

School Board Clerk

Motion by Weisberg to begin school in distance learning in the first six weeks and phase hybrid model as numbers decrease; no second – motion fails

Motion by Member Riehle to table the resolution until the next board meeting on August 20th; Second by Member Weisberg; Votes 3 ayes (Ptacek, Riehle, Weisberg); 2 nays (Pelletier, Stivland). Motion Carries

Motion by Member Riehle to start the school year in the hybrid model as proposed by administration; Second by Member Pelletier; Vote: 4 ayes (Pelletier, Ptacek, Riehle, Stivland); 1 nay (Weisberg). Motion Carries.

F. Revised 2020-21 District Calendar

A revised 2020-21 district calendar was reviewed with revisions in the Smart ReStart report. Superintendent Lansfeldt asked for approval of the revised district calendar.

Motion by: Member Riehle to approve the revised 2020-21 District Calendar; Second by: Member Weisberg; Vote: 5 ayes, 0 nays, Motion Carried Unanimously.

Due to the late hour there will be no board reports provided.

IX. Adjournment

A. The meeting adjourned formally at 9:51 p.m.

Respectfully submitted, Mike Ptacek, Clerk



Independent School District No. 834 – Stillwater Area Public Schools
Video Conference
August 6, 2020 – 5:00 p.m. Closed Meeting Minutes

The Open meeting was called to order at 5:04 p.m.

- I. The Board adjourned to closed session at 5:08 p.m. pursuant to Minnesota Statute §13D.03(b) to discuss negotiations.

Motion by: Member_Ptacek; Second by: Member Weisberg; Vote: 5 ayes, 0 nays, motion carried unanimously.

- II. Roll Call
Members present: Jennifer Pelletier, Mike Ptacek, Tina Riehle, Sarah Stivland, Liz Weisberg
Others present: Malinda Landsfeldt, Cathy Moen, Dale Sundstrom

- III. Closed meeting adjourned to Open meeting at 6:07 p.m.

Motion by: Member Riehle; Second by: Member Weisberg; Vote: 5 ayes, 0 nays, motion carried unanimously.

Respectfully submitted, Mike Ptacek, Clerk



EXPENDITURE APPROVAL FORM
Fiscal Year 2020-2021

Instructions: This form is to be completed any time a lease, purchase, or contract for goods or services exceeds \$50,000.

REQUESTED BY: Paul Lee, Director of Student Support Services DATE: 8/11/2020

DESCRIPTION OF REQUEST

Contract for Services with Accurate Health Care for one-to-one nursing services. Based on the IEP identified one-on-one nursing needs of student(s) with complex medical conditions the services identified in this agreement are required to meet the educational needs of student(s).

FINANCIAL IMPACT

Budget(s) Impacted: \$53,220 Special education budget (740) – Presented to Finance and Operations Work Group on 8/20/20

Is This a One-Time Expenditure?

Yes, once implemented there will be no ongoing costs

No, it will need to be funded indefinitely

No, it will need to be funded for Fiscal Years 2020-2021 based on IEP determined need.

Is there an off-setting revenue source(s)?

Yes List Source(s): **MA Billing Revenue**
Amount: \$11,084. - Estimate (based on 2018-2019 revenue)

No

PROGRESS MONITORING

Student need and progress is reviewed and reported twice a year at same time as general education grade reports are completed (end of each semester).

**Contract for Services
2020-2021 School Year
Agreement between Accurate Home Care LLC.
and
ISD 834, Still Water Area Public Schools**

This agreement is between *Accurate Home Care, LLC., 9000 Quantrelle Ave NE, Suite, 200, Otsego, MN 55330, Contractor,* and
ISD 834, Still Water Area Public Schools, 1875 South Greeley Street, Stillwater, MN 55082.

Scope of Service

- Accurate Home Care shall provide the services described in attached addendum 1 to [REDACTED]
- Accurate Home Care shall hold appropriate licensure for provision of services.
- District requires a current copy of license for individuals providing services.
- Services are consultative with special education staff.
- Accurate Home Care shall provide a copy of Criminal Background Report for nurses providing services, upon request.

Services Provided at Sites

Services to be provided at school sites(s) and/or home depending on the school model, and district-provided transportation to and from school if needed. Services will be paid up to 7.5 hours per day.

Payment

The cost of services shall be as defined in the fees section. Accurate Home Care shall submit monthly invoice and corresponding daily nursing logs to the district for services provided, as identified below. Daily nursing logs must be completed with duties performed and time spent, up to a total of 7.5 hours per day, if needed. Payment will be made within 35 days of receipt of detailed invoice, agency nursing notes, and nursing logs. Payments shall be mailed to:

Accurate Home Care
19120 Freeport Street,
PO Box 740
Elk River, MN 55330

The school invoice will be mailed to:
ISD 834, Still Water Area Public Schools
Attn: Mary Acosta
1875 South Greeley Street,
Stillwater, MN 55082

Fees

\$112/hour with 52% discount at \$58.24/hour for RN Services
\$84/hour with 52% discount at \$43.68/hour for LPN Services
**Includes distance learning and transportation time to and from school.*

Independent Contractor

For the purposes of this Contract, Accurate Home Care is an independent contractor. Nothing contained in this Contract is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this Contract shall be construed so as to find Accurate Home Care, its employees, agents or representatives to be employees or agents of the District. The district will make no deductions for federal Income Tax, FICA, or state Income Tax.

Insurance

Accurate Home Care shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

1. Workers Compensation
 - A. Statutory State Coverage
 - B. Employee Liability Coverage with the following limits:

Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 each Policy Limit

2. General Liability Insurance
 - A. Commercial Liability Policy – Occurrence (Form CG 00 01 98 or its equivalent)

Each Occurrence	\$1,000,000
Personal Injury Liability	\$1,000,000
Products/Completed Operations Aggregate	\$3,000,000
General Aggregate	\$3,000,000

3. Automobile Liability Insurance including hired/non-owned Auto.

4. Professional Liability Insurance with limits of \$1,000,000 each occurrence/\$3,000,000 aggregate.

****The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of Accurate Home Care liability to district under this contract.***

Compliance

The contractor agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units. It shall be the obligation of Accurate Home Care to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

All of the data created, collected, received, stored, used, maintained, or disseminated by Accurate Home Care in performing duties pursuant to this Contract is subject to the State's regulations.

Hold Harmless

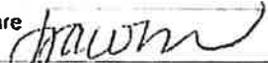
Accurate Home Care shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may sustain arising from any act or omission of Accurate Home Care in the execution, performance, or failure to adequately perform Accurate Home Care's obligations under this Contract.

Term

The contract is effective upon signature of both parties, and shall remain in effect until the end of the school year unless otherwise agreed. Contracts shall be renewed annually.

This Contract shall be reviewed and authorized by the School District Designee.

This Contract is duly executed on this ____ day of _____, 20__.

School District: 	Accurate Home Care 
Name: PAUL T. LEE	Name: JACKIE JACOBSON
Title: DIRECTOR STUDENT SUPPORT SERVICES	Title: VP OF OPERATIONS
Date: 8/11/20	Date: 8/11/20
School District:	
Name:	
Title:	
Date:	

Addendum 1

Expectations for Accurate Home Care Nurses Providing Care in a School Setting:

- Attend to all nursing needs of the student, assist student with educational support in the classroom or through distance learning, foster peer relationships, and encourage developmentally appropriate independence.
 - The nurse will only help the assigned student, and may not provide assistance to other students or act as a teacher's aide.
- Wear or possess AHC identification badge at all times.
- Refrain from use of personal cell phone, except in the case of emergency.
- Keep the school informed of any changes that may require modification to the school schedule, with consideration to privacy of the student.
- Be attentive to the student at all times, providing ongoing assessment intervention as the student's condition warrants throughout the school day.
- Maintain close proximity and/or visual access to the student at all times or ensure student is directly supervised by school personnel. The nurse is expected to maintain a rapid response time to provide any urgent intervention warranted by the student's condition.
 - There are no designated break times during the nurse's shift.
- Provide nursing interventions in an appropriate area to minimize disruption to the student, peers, and school personnel, while maintaining the student's dignity and right to privacy.
- Maintain student-centered professional communication with appropriate faculty and staff.
 - Provide care coordination with School Nurse, AHC Clinical Manager, Physician(s), and Responsible Party/Parties.
 - Encourage continuity of care from home to school, including school/guardian communication.
- Complete all required documentation upon completion of each shift/school day.
- Ensure that appropriate faculty and staff are aware of the student's Emergency Action Plan, including identification of modifications to the Plan specific to the school setting.
- Maintain confidentiality at all times, pursuant to HIPAA rules and professional boundaries.

Expectations for School Faculty and/or Staff:

- Provide coordination and/or direction of classroom, instruction, and educational activities.
- Develop and implement the student's daily schedule with collaboration from the nurse regarding treatments, medication administration, therapies, and other care needs.
- Communicate directly with the parent/guardian/responsible party regarding academic or behavioral concerns. The teacher/school will not use the AHC nurse or agency as a conduit between the school and the parents.
- Facilitate peer education regarding student condition as permitted by parent/guardian/responsible party.
- Maintain confidentiality at all times.
- Maintain student-centered professional communication with agency personnel.
 - Participate in care coordination with School Nurse, AHC staff, and Responsible Party/Parties.
 - Encourage continuity of care from home to school, including school/guardian communication.
- Provide lifting/transfer assistance and equipment to ensure that child is transferred safely for all required cares and therapies.

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- Accurate Home Care shall hold appropriate licensure for provision of services.
- District requires a current copy of license for individuals providing services.
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- Accurate Home Care shall provide a copy of Criminal Background Report for nurses providing services, upon request.

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Payment

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Fees

\$112/hour with 52% discount at \$58.24/hour for RN Services

\$84/hour with 52% discount at \$43.68/hour for LPN Services

**Includes distance learning and transportation time to and from school.*

Independent Contractor

For the purposes of this Contract, Accurate Home Care is an independent contractor. Nothing contained in this Contract is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this Contract shall be construed so as to find Accurate Home Care, its employees, agents or representatives to be employees or agents of the District. The district will make no deductions for federal Income Tax, FICA, or state Income Tax.

Insurance

Accurate Home Care shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

1. Workers Compensation
 - A. Statutory State Coverage
 - B. Employee Liability Coverage with the following limits:

Bodily Injury by Accident	\$1,000,000 Each Accident
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3. Automobile Liability Insurance including hired/non-owned Auto.

4. Professional Liability Insurance with limits of \$1,000,000 each occurrence/\$3,000,000 aggregate.

****The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of Accurate Home Care liability to district under this contract.***

Compliance

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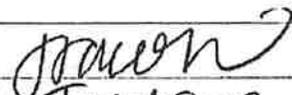
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Term

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This Contract shall be reviewed and authorized by the School District Designee.

This Contract is duly executed on this _____ day of _____, 20__.

School District: 	Accurate Home Care 
Name: PAUL T. LEE	Name: Jackie Jacobson
Title: DIRECTOR STUDENT SUPPORT	Title: VP of Operations
Date: 8/11/20	Date: 8/11/20
School District:	
Name:	
Title:	
Date:	

Addendum 1

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- Wear or possess AHC identification badge at all times.
- Refrain from use of personal cell phone, except in the case of emergency.
- Keep the school informed of any changes that may require modification to the school schedule, with consideration to privacy of the student.
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- Maintain close proximity and/or visual access to the student at all times or ensure student is directly supervised by school personnel. The nurse is expected to maintain a rapid response time to provide any urgent intervention warranted by the student's condition.
 - There are no designated break times during the nurse's shift.
- Provide nursing interventions in an appropriate area to minimize disruption to the student, peers, and school personnel, while maintaining the student's dignity and right to privacy.
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Agenda Item: VII. A.
Date Prepared: August 10, 2020
ISD 834 Board Meeting

Agenda Item: Smart reStart Fall Planning Update
Meeting Date: August 20, 2020
Contact Person: Interim Superintendent Malinda Lansfeldt

Background:

Interim Superintendent Lansfeldt will provide updates for the 2020-2021 school year.

No Action required.



SMART reStart

Presented to the School Board

August 20, 2020

Looking At the Data:

*Number of cases per 10,000
over 14 days, by county of residence
(Updated 8/20/20):*

Washington County: 17.72↑

Neighboring Counties:

- **Anoka: 18.39↑**
- **Chisago County: 7.86↓**
- **Dakota County: 20.56↓**
- **Hennepin County: 21.97↓**
- **Ramsey County: 22.53↑**



Number of cases per 10,000 over 14 days, by county of residence	MDE Recommended Base Learning Model
0-9	In-person learning for all students
10-19	In-person learning for elementary students; Hybrid learning for secondary
20-29	Hybrid learning for all students
30-49	Hybrid learning for elementary students; Distance learning for secondary students
50+	Distance learning for all students



What About Our Neighbors?

Forest Lake: In-Person K-5; Hybrid 6-12

Hastings: Hybrid K -12

Mahtomedi: Hybrid K-12

North St. Paul-Maplewood-Oakdale:
Distance K-12 on Aug. 31; Hybrid K-5 on Sept. 14; Hybrid 6-12 on Sept. 28

South Washington County: Hybrid K-12

White Bear Lake: Hybrid K-12

Summer Programming

- Adventure Club
- Community Education classes
- Sports camps
- Pony Activity Center
- Community Use

Staying Safe



Frequent Hand Washing



Face Coverings



Physical Distancing



Disinfectant Sprayers



Fresh air



Hand Sanitizer Stations

How We Respond to Positive COVID-19 Cases

- Staff or students who become infected with COVID-19 (whether through the community or within the school) must be isolated at home for 10 days. Close contacts must be quarantined for 14 days.
- Cases within a group or classroom may require quarantine, including the transition of classes or the entire school to distance learning.
- Parents will be notified if there is a confirmed case of COVID-19 in their child's class or in the building; the privacy of the infected individual will be maintained.
- The MN Department of Health (MDE) will be consulted in the event of an outbreak, which is defined as 5% of the total students and school staff absent with Influenza or COVID-19-like illness within a single week.
- During the event of a class or building closure, students will have access to distance learning.
- Re-opening of classes or buildings after an outbreak will be determined in consultation with MDE.

Have I Been Exposed?



Near a COVID
positive individual



Closer than 6 feet



For longer than
15 minutes



Possible exposure

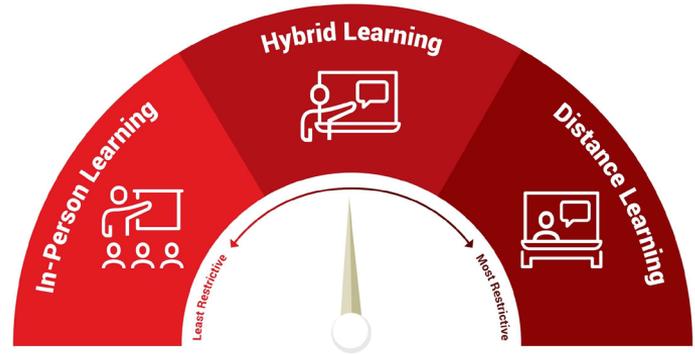
You will be notified by school
staff if you've been exposed and
need to stay home



Moving Between Learning Models

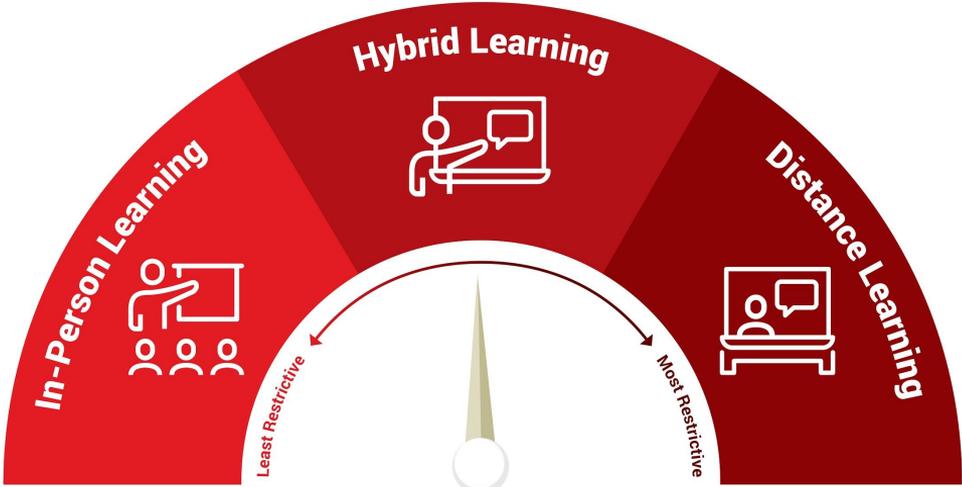
Whether learning in person or from home – all instruction this year will be developed in an **ONLINE FORMAT** so we are able to respond to changing circumstances and move quickly between models.

FLEXIBILITY IS KEY!



Offering An Improved Online Experience

Whether Learning On the Dial or 100% Online



INTRODUCING DISTANCE LEARNING 2.0

NOW vs Then

- Both virtual, face-to-face engagement and independent learning time
- Additional time for personal check-ins with students on “C” days
- Organized, proactive mental health support



Connections

- Little or no virtual, face-to-face engagement
- Personal check-ins with students and families once or twice
- Reactive responses of support for mental health

- New tools and resources designed for online learning
- Live learning opportunities along with recorded and “flipped” lessons and videos
- Options for small group and whole class virtual learning
- Regular feedback provided from teachers to students
- 100% standards-based instruction



Engagement

- Made due with current tools and resources
- Posted learning project and assignments
- Individual learning
- Feedback wasn’t regular
- 60% standards-based instruction

- Consistent learning expectations between grade levels, departments and buildings
- Specific online tools and platforms, and support and training for teachers
- Common planning time for teachers to collaborate and align schedules



Consistency

- No common planning time for teachers to create consistent expectations
- Lack of professional development time for staff to learn online tools and platforms
- Limited collaboration between buildings and district

- One landing spot for consistent communication for families
- Organized and consistent posting of assignments and messages for both students and parents
- How-to tutorials for students and parents on all online learning tools



Communication

- Inconsistent places for families to find information between buildings and district
- Teachers independently posted assignments
- Information on SeeSaw and Schoology only

WE HEARD YOU!

Distance learning will look much different than it did this spring. We’ve used your feedback to change the way we’ll teach and students will learn.

District-wide Certified Staff Planning August 24-27

PK-12 Teachers

Prioritizing & Emphasizing Academic Standards: Power/Priority Standards and Learning Targets

Curriculum Mapping & Instructional Planning: Hybrid/Blended/Online Curriculum Mapping Templates

Professional Learning Communities & Grade Level/Department/Course Collaboration

Professional Development: Hybrid/Blended/Online Instruction, Feedback, Assessment, Tools and Resources, SEL/Relationships, Google Suite, Flipped & Videos,

PK-12 Learning Supports Teams

Multi-tiered Systems of Support Design for Hybrid and Online Learning Environments

Mental Health and Resource Scarcity Planning and Support

All Staff Welcome Back to School Workshop Week August 31 - September 3

PK-12

Kindness

Safety, Health and Cleaning Procedures and Protocols

Reimagine Stillwater- Equity, Diversity, Inclusion

Paraprofessional Professional Development

Building Professional Development, PLC Collaboration

Individual Staff Preparation Time



Online Student Experience: On The Dial & 100% Online

Elementary

- Login and open SeeSaw
- View Loom video greeting from teacher
- Participate in Live Morning Meeting on Google Meet
- Record audio, video, draw, or type assignments and turn them in through SeeSaw

Middle, High School & ALC

- Login and open Schoology
- View assignments by section
- Watch Flipped videos on lessons
- Participate in online discussions
- Join Google Meet groups
- Submit assignments electronically through Schoology

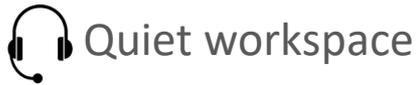
Students



1 Computer per child



@stillwaterschools.org
user account



Quiet workspace



Have a
technology
need?
Let us know!
[stillwaterschools.org/
techhelp](https://stillwaterschools.org/techhelp)

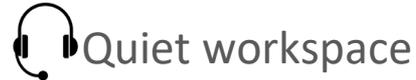
Teachers



Laptop



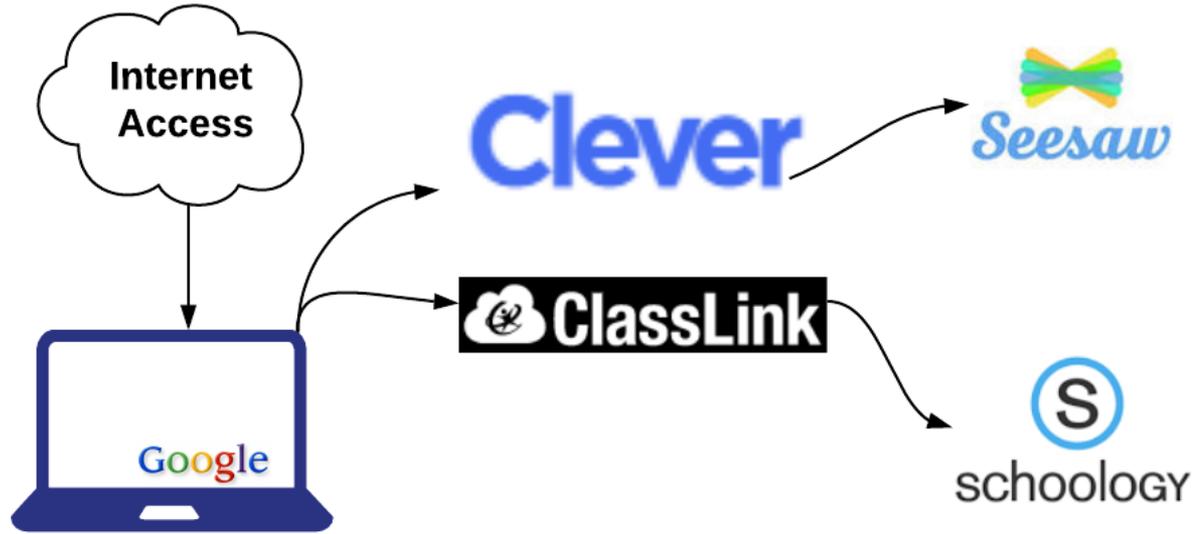
@stillwaterschools.org
user account



Quiet workspace

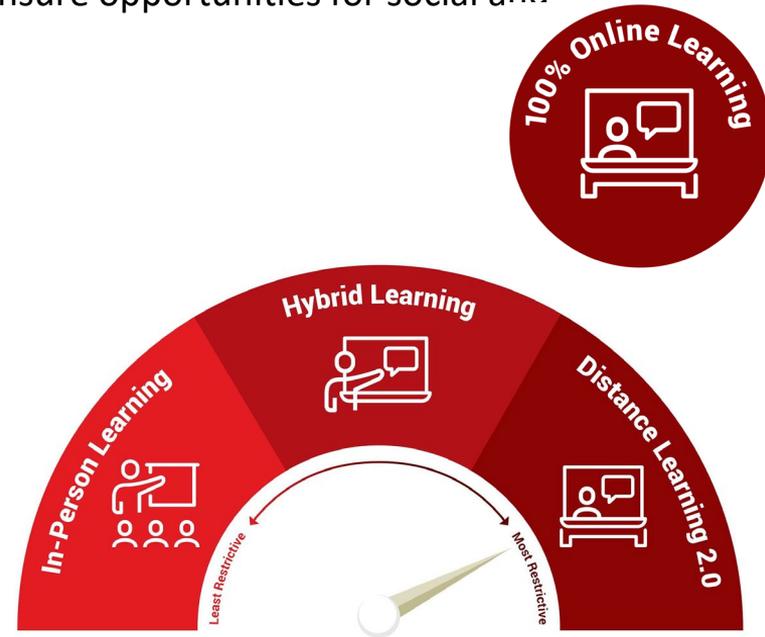
What's New:

- One Login
- One Support Line



Special Education Distance Learning 2.0

- Services and supports provided as outlined in students Individualized Education Plans
- Instructional staff work with the students and families to ensure opportunities for social and academic instruction in multi-modal formats, including:
 - Virtual small groups
 - Individual teacher-student check-ins
 - Live streaming and prerecorded instruction
 - Independent practice
- Increased synchronous learning activities and instruction
- Flexible scheduling of instruction to meet family schedules
- Increased access to school-based behavioral, social and therapeutic supports
- Enhanced assessment and evaluation systems



SMART **re**Start 2020

Frequently Asked Questions

FAQs: Speciality Programs

Spanish Immersion

- Some multiage classrooms are necessary to accommodate both On The Dial and 100% Online learners
- All Spanish Immersion students will be taught by immersion teachers
- Programming is focused on the instructional needs of students by grade level

GATE (Gifted & Talented Education)

- All 4-5 grade GATE students will be taught by their GATE teachers either in-person or virtually
- Students in the 6-8 grade math program will have their math class taught by their teacher virtually
- Ready, Set, Go Conferences will be held for GATE students in grades 4-5 on Sept. 8-11
- GATE students in grades 4-5 will follow middle school “On The Dial” programming

FAQs: Preschool Hybrid Model

- Students will be in school 2 days per week in a hybrid model
- We're developing options for childcare or "playdays" on the 3 days they are not in school
- Preschool families will receive additional information next week.

Why Hybrid?

- Families want a full-day, learning environment for their child
- Preschool students need in-person instruction to "learn how to learn"

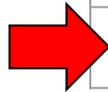
FAQs: Community Education, Activities and Athletics

Number of cases per 10,000 over 14 days, by county of residence	MDE Recommended Base Learning Model
0-9	In-person learning for all students
10-19	In-person learning for elementary students; Hybrid learning for secondary
20-29	Hybrid learning for all students
30-49	Hybrid learning for elementary students; Distance learning for secondary students
50+	Distance learning for all students

We are here!



In-person activities not allowed per state order



Activities will continue as long as we are able to comply with the parameters provided by MDE, MDH and the Minnesota State High School League

NOTE: Facilities are continuing to be used by community groups

FAQs: Childcare Options

In-Person Learning	Hybrid Learning	Distance Learning
Before and after school childcare is available for a fee.	Childcare is provided at no cost during regular school hours for children of Tier 1 essential workers (grades K-through age 12) during days they are not attending class in-person. Additional before and after school childcare is available for a fee.	Childcare is provided at no cost during regular school hours for children of Tier 1 essential workers (grade K-through age 12) Additional before and after school childcare is available for a fee.

The State has compiled a list of local childcare providers at mn.gov/childcare

Tier 1 Essential Employees:

The school-age care for children of essential workers is intended for extreme circumstances in which no parent or guardian is at home, due to employment as a critical worker:

- Health care and public health
- Law enforcement, public safety and first responders
- Food and agriculture
- Judicial Branch (essential services)
- National Guard (activated under a Governor Executive Order)
- Educators and school staff providing instruction or caring for children of critical workers
- Childcare/school-age care staff

SMART **re**Start 2020

Staffing Needs

On The Dial Staffing Needs: *General Fund Expenses*

Position(s)	Estimated FTE	Estimated Cost	Status
Classroom teachers	11	\$1,177,000	Approved
Custodians (restoration of cut positions)	4	\$254,000	Approved
COVID Nursing Triage	1	\$68,000	Pending Request
Online Family/Staff Tech Support	1	\$59,000	Pending Request
Custodians (increased cleaning/sanitizing)	29	\$1,276,000	Revised Request
Spanish Immersion Teacher	1	\$107,000	New Request
Paras (SAHS supervision)	3	\$86,500	New Request
Online Learning Principal	1	\$172,000	HOLD

On The Dial Staffing Needs - *Other Funds*

Position(s)	Estimated Staff	Estimated Cost	Status	Funding Source
Childcare	45	\$515,000	Pending Request	Community Education*
Food Service	20	\$93,000	Pending Request	Food Service Fund

*At the end of the year, we may need to shift funds from the General Fund to the Community Education fund to cover the impact of COVID

Budget Impact

Estimated Unassigned Fund Balance 7/1/20	\$ 9,600,000.00
New Revenue (GEER & ESSER)	\$ 2,598,074.00
Total New COVID-19 Related Costs	-\$ 4,874,727.00
Estimated Unassigned Fund Balance 06/30/21	\$ 7,323,347.00
Remaining Allowance for Unknown Budget Adjustment	\$ 1,392,072.00

Next Steps

- Approve the pending and new requests for On The Dial Staffing Needs:
 - COVID Nursing Triage
 - Online Family/Staff Tech Support
 - Custodians (increased cleaning/sanitizing)
 - Spanish Immersion Teacher
 - Paras (SAHS supervision)



Agenda Item: VII. B.
Date Prepared: August 10, 2020
ISD 834 Board Meeting

Agenda Item: Reimagine Stillwater Schools
Meeting Date: August 20, 2020
Contact Person: Dr. Jennifer Cherry

Background:

School district staff is focused on finding solutions to eliminate the achievement and opportunity gap in our schools and ensure ALL students feel welcome, safe and successful.

The board will learn more about the work underway to embed the 9 strategies of Reimagine Minnesota to “See All; Serve All and Support All.”

No Action required.



See All. Serve All. Support All.

School Board Meeting

August 20, 2020

Taking Action



1 District Cultural Liaison Hired!

2 Culturally Responsive Professional Development

Master Class Equity Series, Paula Forbes (online modules with some synchronous sessions)

- “That’s Not Who We Are” Our Cultural Lens and How We Show Up
- Implicit Bias
- Title IX
- Racial Informed Trauma
- Restorative Practices
- The Inner and Outer Work
- Social Emotional Learning Supports



In all of our
planning for fall,
we are asking:

See All. Serve All. Support All.

What is our current reality?

What are our desired results for ALL students?

What are our unacceptable means?

How might we?

**How does this schedule and instructional
design support:**

- Academic Learning for ALL students
- Health & Safety for ALL students
- Equity for ALL students
- Relationships for ALL students
- Mental Health for ALL students



Agenda Item: VIII. A.
Date Prepared: August 10, 2020
ISD 834 Board Meeting

Action Agenda Item: Allina Clinical Services Agreement for Therapy Services
Meeting Date: August 20, 2020
Contact Person: Mr. Paul Lee

Background:

Mr. Lee will review the clinical services agreement for therapy services provided by Allina Health System for the Stillwater Area School District.

Recommendation:

A motion and a second to approve the agreement with Allina for Therapy Services.

Motion by: _____ **Seconded by:** _____ **Vote:** _____



EXPENDITURE APPROVAL FORM
Fiscal Year 2020-2021

Instructions: This form is to be completed any time a lease, purchase, or contract for goods or services exceeds \$50,000.

REQUESTED BY: Paul Lee, Director of Student Support Services DATE: 7/15/2020

DESCRIPTION OF REQUEST

Clinical Services Agreement for Physical Therapist services. Based on the IEP identified physical therapy needs of students with disabilities and district staffing models the services identified in this agreement are required to meet student needs. The District has contracted physical therapist services with the Courage Kenny Rehabilitation Institute (Allina) for many years. The District has reviewed the option of hiring physical therapists but has determined contracting is the best option for the following reasons: 1) physical therapists are difficult to recruit and retain 2) contracting allows the District to adjust the amount of time contract for each year based on student needs and 3) Courage Kenny Rehabilitation Institute provides professional development and clinical supervision of staff.

FINANCIAL IMPACT

Budget(s) Impacted: \$166,521 Special education budget (740)

Is This a One-Time Expenditure?

Yes, once implemented there will be no ongoing costs

No, it will need to be funded indefinitely

No, it will need to be funded for Fiscal Years 2020-2021 as long as the numbers support the need.

Is there an off-setting revenue source(s)?

Yes List Source(s): MA Billing Revenue
Amount: \$5,730 - Estimate (based on 2018-2019 revenue)

No

PROGRESS MONITORING

The number of students and direct physical therapist services required by students is gathered and reviewed in February of each school year.

CLINICAL SERVICES AGREEMENT FOR THERAPY SERVICES
(Allina Providing Services)

This Clinical Services Agreement (“Agreement”) is made and entered into as of the date the last party executes this Agreement (the “Signature Date”) between Stillwater Area School District (“Company” or “School”), and Allina Health System, a Minnesota nonprofit corporation d/b/a Courage Kenny Rehabilitation Institute, (“Allina”). Company is not a physician or physician-owned entity.

ARTICLE I
TERM

The term of this Agreement will commence on the Effective Date (as defined in Section 2.1) and continue for 1 year, unless earlier terminated in accordance with Article V. Upon expiration of the initial or any subsequent term of this Agreement, unless terminated in accordance with Article V, this Agreement will automatically renew for successive period of one year unless either party notifies the other party at least 30 days prior to the expiration of the then-current term that such party does not wish the Agreement to be renewed.

ARTICLE II
ALLINA DUTIES

2.1 **Services.** Beginning on the later of August 19, 2020 or the Signature Date (the “Effective Date”), Allina will assign individuals to provide, and will provide, the Services set forth in Exhibit 2.1 (the “Services”), attached hereto and incorporated herein. Individuals assigned by Allina may be modified at any time with the approval of Company. Company may object at any time to Allina’s assignment of any individual providing the Services pursuant to this Agreement, and if Company so objects, Allina will assign a replacement acceptable to Company. In providing the Services, Allina will comply with all applicable Company safety and security policies and procedures.

2.2 **Qualifications.** Allina will ensure that each individual it assigns to provide the Services:

2.1.1 is qualified, in accordance with all federal, state, and local statutes and regulations, to provide the Services;

2.1.2 maintains, in good standing, any license necessary to provide the Services; and

2.1.3 has passed a background check, if required by law in order to provide the Services, within the period of time required by law; and has provided or will provide any necessary documentation of such background check to Company.

2.3 **Quality of Services.** Allina will ensure that the Services will be provided in a professional and workmanlike manner at least consistent with the accepted standard of care applicable to the

Services. Allina will periodically confer with Company, in a manner determined by mutual agreement of the parties, on revisions to policies, procedures, or practices that would improve the quality of the Services provided by Allina.

2.4 Invoices. Allina will submit invoices to Company for work performed pursuant to this Agreement once per month. Allina is billing for these services on an hourly basis and all invoices will include a detailed description of the Services performed by each individual working for Allina, including dates performed and the type of work.

ARTICLE III COMPANY DUTIES - PAYMENT

3.1 Payment. Company will make payment of the amount due under this Agreement to Allina in a timely manner in response to receipt of an invoice supported by adequate documentation. Company will pay Allina \$72.59 per hour. Minimum charge per week will be 62 hours for Physical Therapy service to the company. This will include travel time (between school and Courage Kenny Rehabilitation Institute), preparation, direct and consultation services, and documentation. The school will be billed for weekly therapy services for each week that school is open, regardless of student's attendance. Mileage will be reimbursed at current IRS rate for intra-school travel for contracts with more than one service site.

3.2 School's Obligations. School agrees to provide certain services and oversight as set forth in Exhibit 3.2.

ARTICLE IV INDEMNIFICATION AND INSURANCE

4.1 Indemnification. Company will defend, hold harmless, and indemnify Allina, its officers, directors, employees, and agents from any claims, liabilities, or expenses (including reasonable attorney's fees) arising from or relating to Company's acts or omissions in connection with this Agreement. Allina will defend, hold harmless, and indemnify Company, its officers, directors, employees, and agents from any claims, liabilities, or expenses (including reasonable attorney's fees) arising from or relating to Allina's acts or omissions in connection with this Agreement.

4.2 Defense of Claims. The indemnifying party may retain defense counsel of its choice and may control defense of the matter, but may not settle or pay any claim without the indemnified party's consent, which will not be unreasonably withheld. If a party fails to accept tender of the defense within 10 days after tender by the party seeking indemnification, then the tendering party may provide its own defense and invoice the other party for the costs of such defense (including attorney's fees) as incurred. The provisions of this section will survive termination of this Agreement.

4.3 Insurance. Allina will, at its sole expense, obtain and maintain in full force on behalf of each individual it assigns to provide the Services, professional liability insurance providing coverage against liabilities arising from the Services rendered by each individual under this Agreement in an amount of at least one million dollars (\$1,000,000) for each occurrence, with a per annum aggregate limitation of at

least three million dollars (\$3,000,000). Allina will also, at its sole expense, maintain general liability insurance in an amount that is considered usual and customary for a business of its size and nature and will maintain workers' compensation insurance coverage on each individual it assigns to provide the Services, in the amount required by Minnesota law. Upon request, Allina will provide Company with evidence that the insurance required by this section is in effect.

ARTICLE V TERMINATION

5.1 **Termination.** This Agreement will terminate at the expiration of the term specified in Article I unless amended by mutual written agreement of the parties. If this Agreement is terminated during the first year of the term, with or without cause, the parties may not enter into a new agreement for the same or substantially the same services during the initial year of the original term of this Agreement. In addition to any other remedies legally available to the parties, this Agreement may also be terminated:

5.1.1 By mutual written agreement of the parties at any time;

5.1.2 By either party for cause, which will be defined as a material default of this Agreement by a party that has not been cured within 10 days after notice of the default by the non-defaulting party specifying the nature of the default;

5.1.3 By either party effective immediately if the other party becomes insolvent, seeks protection under the federal bankruptcy law, becomes subject to liquidation or receivership proceeding, or is excluded from participation in federal health care programs or contracts with the federal government; or

5.1.4 By Allina without cause upon 30 days' notice.

5.2 **Payment in the Event of Termination.** Company will make payment only for the Services performed prior to the effective date of termination.

ARTICLE VI REGULATORY REQUIREMENTS

6.1 Medicare Access. For 4 years after Services are furnished pursuant to this Agreement, Allina must retain, and allow the Comptroller General of the United States, the United States Department of Health and Human Services, and their duly authorized representatives, access to this Agreement and to such books, documents, and records as are reasonably necessary to verify the nature and extent of the costs of the Services rendered pursuant to this Agreement. If Allina provides Services or a portion of Services to be provided hereunder pursuant to a subcontract that has a value or cost of \$10,000.00 or more over a 12 month period, Allina will require the subcontractor to retain and allow access to its records on the same terms and conditions as set forth herein. This provision will be null and void to the extent section 1861(v)(1)(I) of the Social Security Act, as amended, is not applicable to this Agreement.

6.2 Confidential Information.

6.2.1 Proprietary Data. The parties acknowledge that they may receive confidential and proprietary information and trade secrets concerning the other party and its business and professional activities (“Proprietary Data”) throughout the term of this Agreement. Except as may be required for purposes of this Agreement, each parties agrees not to use for its own benefit or disclose to any third party the Proprietary Data of the other party without the other party’s prior consent, unless such disclosure is required by an order of a tribunal of competent jurisdiction in connection with a legal action. Without limiting the applicability of the foregoing, each party will also treat as Proprietary Data any information or materials specifically designated as such by the other party. In the event that this Agreement is terminated for any reason whatsoever, each party will immediately return or destroy all Proprietary Data of the other party and any analyses generated therefrom then in its possession and will destroy any electronic databases, or delete the appropriate portion thereof, that contain such information.

6.2.2 Patient Information. All individual patient medical records and information are and will remain under the ownership and control of Company, and will be held in strictest confidence in accordance with applicable law, including but not limited to the Minnesota Health Records Act and the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as may be modified or amended from time to time (“HIPAA”).

6.4 Excluded Provider. Allina certifies that neither it nor its employees, directors, officers, agents, or subcontractor are presently excluded, debarred or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs, and have not been convicted of a criminal offense within the scope of 42 U.S.C. § 1320a-7(a). Allina will immediately give written notice to Company of any debarment, exclusion, or other event that makes Allina or an employee, director, officer, agent, or subcontractor of Allina ineligible to participate in federal health care programs or in federal procurement or non-procurement programs.

7.4 **Amendment.** This Agreement may be amended only upon mutual written agreement of the parties.

7.5 **Entire Agreement.** This Agreement, together with its exhibits and attachments, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements, understandings, promises, and representations made by either party to the other concerning the subject matter of this Agreement. _

7.6 **Severability.** If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions will nonetheless be enforceable. If such court determines that any provision of this Agreement is held to be overbroad as written, such provision will be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and enforced as amended.

7.7 **Survivability.** The duties and responsibilities of the parties contained in Article IV, Section 6.2, will survive termination of this Agreement.

7.8 **Waiver.** The failure of any party to insist on the performance of any provision of this Agreement and to exercise any rights hereunder will not be construed as a waiver of future performance of any such provision or the future exercise of such right.

7.9 **Costs, Expenses and Attorney's Fees.** If either party incurs costs, expenses, or attorney's fees in enforcing any of its rights under this Agreement, whether by litigation, arbitration, or otherwise, the unsuccessful party in such dispute will reimburse the prevailing party for its costs, expenses, and attorney's fees.

7.10 **No Third Party Beneficiaries.** Nothing in this Agreement will create any obligations by Company or Allina to any person or entity not a party to this Agreement, including physician or any other individuals employed by or under contract with Company or Allina.

7.11 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without reference to conflict of laws principles.

7.12 **No Referrals; Advertising; Exclusivity.** Nothing herein contained shall be construed as implied, consent, an arrangement, or an agreement for the solicitation of clients, for referral to the School or to the Provider, nor shall either the School or the Provider be permitted to advertise or promote the other without express permission to do so. Written approval concerning the Provider must be obtained through the Provider's Director of Communications. Provider expressly reserves the right to enter upon other or similar arrangements with other groups or entities.

7.13 **No Solicitation.** School will refrain from recruiting and/or hiring any Provider while the

Agreement is in effect. School agrees to notify Allina of its intent to hire any Provider who provided services under this Agreement through a 12-month period after the last day the individual provided services to the School. In the event that the School hires any Provider prior to the completion of the 12-month period after the last day such individual provided services to the School hereunder, the School agrees to pay Allina a fee equal to such Provider's first 3 month's salary with School at the time individual is hired.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as follows:

Stillwater Area School District

**ALLINA HEALTH SYSTEM, d/b/a Courage Kenny
Rehabilitation Institute**

By: _____

By: _____

Print: _____

Print: Scott Leighty

Title: _____

Title: SVP Ops Rgl Hos/Clinical Services

Dated: _____

Dated: _____

EXHIBIT 2.1

A. SCOPE OF WORK

1. Allina will provide individuals (each a “Provider”) to provide therapy, consultation and direct service to children identified per School criteria. Services will be provided to the School during the school day Monday through Friday. A 30 day advance notice is required for changes. All changes will be made in writing and signed by both School and Provider prior to the initiation of the change.
2. The therapist provided by Allina (the “Therapist”) will apprise the designee of School of recommendations, plans for implementation and continuing assessment for students through dated, signed reports to be retained and evaluated by the designee.
3. The Therapist will participate in IEP/IFSP conferences as a member of the Educational team and participate in staff meetings of the School as requested and school will be billed at the current hourly rate for said participation.
4. The Therapist will serve in any other capacity as mutually agreed by the School and Provider.

Exhibit 3.2 SCHOOL OBLIGATIONS

1. The School is to provide an orientation to Therapist(s) and other Providers (as requested) regarding school setting and program; including relevant school/student policies, documentation guidelines, and other operating procedures as to ensure safety of both students and assigned Providers.
2. The School is responsible to monitor the compliance of Provider and its employees to school policies and documentation guidelines. Any significant incidence of noncompliance is to be reported to the School Contract Coordinator.
3. The School and Provider shall agree upon the provision of equipment, materials and supplies requested by the Therapist which are necessary for the provision of Services. Those items provided by the School shall be maintained by the School and remain the property of the School.
4. The School will provide and maintain space used by the Provider for the provision of Services.

5. The School shall maintain all official student records and is responsible for assuring compliance with regulations from the Therapist's respective state practice act and licensure board. The Provider is authorized to access the school record of students assigned or referred for Services. The Therapist may keep a working file of notes on a current student and is responsible for assuring official record information is forwarded to the school file this includes but is not limited to: parent consent to release information, physician orders, IEP and progress notes, student contact logs, assessment protocols and reports. Non- official working file information will be destroyed by the therapist when the client is discharged from service, it is no longer needed, or the contract ends.



**Agenda Item: VIII. B.
Date Prepared: August 13, 2020
ISD 834 Board Meeting**

Action Agenda Item: Contract - Servers
Meeting Date: August 20, 2020
Contact Person: John Perry, Director of Learning Technology and Design Systems

Background: ISD834 currently leases its server environment creating a fixed cost of approximately \$56K/year to maintain a fully licensed and supported system. The current lease expires on November 1, 2020. The District posted a Request for Proposals (RFP) on July 1, 2020 soliciting replacement solutions. Four companies responded to the RFP with a total of 7 solutions.

The District's goal is to bring a response forward that meets current and future server needs for the next 6 years while maintaining current cost assumptions for budgeting purposes. Technically, the District will be expanding its digital repository for permanent records to include publicly recorded meetings and migrating our Directory Services environment responsible for secure authentication within the organization.

Detailed information was presented to the Finance Working Group on July 23rd 2020. A basic overview of the RFP and process was provided to the full Board on August 6th 2020.

Location(s): All

Project Name: On Premise Hyper Converged Virtual Host Servers - upgrade & replace existing environment

Fund: Technology Operations

Amount: \$56,437 per year for 6 years (\$338,615.88)

Recommendation:

A motion and a second to approve the Dell Proposal Option 1 (attached)

Motion by: _____ **Seconded by:** _____ **Vote:** _____

EXPENDITURE APPROVAL FORM Fiscal Year 2020-2021

Instructions: This form is to be completed any time a lease, purchase, or contract for goods or services exceeds \$50,000.

REQUESTED BY: John Perry **DATE:** 08/20/20

DESCRIPTION OF REQUEST

Approve lease for replacement server infrastructure per posted RFP and response from Dell.

FINANCIAL IMPACT

\$56,437 per year for 6 years (\$338,615.88)

Budget(s) Impacted:

Is This a One-Time Expenditure?

- Yes**, once implemented there will be no ongoing costs
- No**, it will need to be funded indefinitely
- No**, it will need to be funded for Fiscal Years 2020-?

Is there an off-setting revenue source(s)?

- Yes** List Source(s): Technology Reserve
- No**

PROGRESS MONITORING

Servers will be installed within the next 90 days. Replacement will be scheduled for 6 years (2026).



Proposal for Stillwater School District

On Premise Hyper Converged Virtual Host Servers

Upgrade & Replace Existing Environment

July 22, 2020



Primary Contact: Marco Fedo, Account Executive

E-mail: Marco_Fedo@Dell.com

Phone Number: 612-300-4773

One Dell Way
Round Rock, TX 78682
USA

<http://www.dell.com/>

July 22, 2020

John Perry, Director of Learning Technology
Stillwater School District
1875 South Greeley Street
Stillwater MN 55082

Dear Mr. Perry,

Thank you for this opportunity to submit a proposal for Stillwater School District's forthcoming technology project. We have studied the information provided to us about your business requirements and carefully analyzed your technology needs. The solution recommended for The District has been designed to meet your needs in the most cost-effective way without compromising on quality, service or ongoing support.

Dell is helping our customers to bring down the Total Cost of Ownership by simplifying IT. We are committed to providing solutions that will allow The District to reclaim time and cost and increase the productivity of your IT. In addition, we have built environmental consideration into every stage of the Dell product lifecycle including power consumption, helping our customers demonstrate environmentally responsible procurement.

Along with award winning products and services, Dell also offers you a dedicated program account team that is committed to working with you and your procurement needs. This team includes:

- An Account Manager to ensure overall account satisfaction
- System Consultants to provide a seamless deployment experience
- Technical Sales Representatives to facilitate order management
- Customer Service Representatives to provide post-sale support

Dell's receipt of an Award or Purchase Order for the "On Premise Hype Converged Virtual Host Servers" RFP from Stillwater School District and subsequent performance in relation to this response shall be governed by and understood to indicate Stillwater School District's acceptance of the Dell | NASPO Customer Agreement # 97222, contract # C000000012056. Any terms in the "On Premise Hype Converged Virtual Host Servers" RFP or on a resulting Purchase Order from Stillwater School District to Dell shall not be applicable.

Should you have any questions regarding this response, please contact your dedicated Account Executive, Marco Fedo, at or 612-300-4773 online at Marco.Fedo@Dell.com.

We look forward to working with you.

Sincerely,



Sarina Konnoff
Proposal Manager

Table of Contents

Executive Summary	4
Cost	5
Options Summary	5
Dell Financial Services	6
Scope of Services	7
Installation & Migration Support Process	7
Hardware, Specifications, Quantities, and Configuration	27
Licensing and Support	36
Warranties & Extended Warranties	37
Vendor Qualifications	38
Technical Capabilities/Support	38
References	41
Eligibility to Participate	42
Billing and Payment Expectation	43
Billing	43
Payment Solutions Portfolio	43
Additional Guarantees	44
Appendix A – Technical Drawings	45

Executive Summary

In responding to The District's requirement, Dell has derived a solution that addresses your expressed business challenges and offers tangible financial, operational and business benefits.

Dell offers superior quality and value of solutions through operational excellence based on:

Expertise

- Dell uses a Business Process Improvement (BPI) methodology, based upon the internationally recognized 6-Sigma, for continuous innovation and process quality improvement
- Dell offers validated, best of breed solutions based on thousands of successful deployments
- Intellectual property and solution project management are maintained by Dell

Efficiency

- Dell's solution framework (based upon industry best practice) can be customized to meet your business needs, and allows for rapid design and deployment of solutions
- Our expertise in delivering core infrastructure services ensures the efficiency of solution planning, implementation and on-going maintenance

Dependability

- Dell's unique business model provides The District with a single point of accountability for everything we do
- Dell is passionate about its customer relationships. That passion means that you can be assured of high-quality delivery – and also that doing business with Dell will be easy.

Choosing Dell as your Supplier

In summary, we believe that Dell can deliver real value to The District's business.

You can be assured that Dell is committed to deliver the solutions and services described in this proposal in a manner that will meet both your short- and long-term requirements.

Cost

Options Summary

Stillwater ISD 833 HCI RFP			
OPTION 1 VXRAIL + DP4400 + PE R440	Quote #	Cost	SOLUTION TOTAL
VxRail E560d	3000064565686.7		
VxRail E560d H/F -		\$182,404.12	
RecoverPoint for VM (15-99 VM) ,5YR=IB x 80		\$19,840.00	
ProSupport Plus Mission Critical, RecoverPoint for Virtual M		\$31,000.00	
ProDeploy Plus Dell EMC Base R ecoverPoint for Virtual Machines			
Local Replication		\$2,767.75	
Total		\$236,011.87	
DP4400 APPLIANCE	3000064567199.3	\$78,598.01	
PowerEdge R440 x 4	3000064563397.5	\$24,006.00	
TOTAL SOLUTION PRICE			\$338,615.88
OPTION 2 VSAN READY + DP4400 + PE R440	Quote #	Cost	SOLUTION TOTAL
VSAN Ready Node R640 TOTAL	3000064566431.10		
VSAN Ready Node R640		\$146,445.68	
RecoverPoint for VM (15-99 VM) ,5YR=IB x 100		\$24,800.00	
ProSupport Plus Mission Critical, RecoverPoint for Virtual M achines, 15-99 VMs, 5 Years		\$74,400.00	
ProDeploy Plus Dell EMC Base R ecoverPoint for Virtual Machin es			
Local Replication		\$2,767.75	
Total		\$248,413.43	
DP4400 APPLIANCE	3000064567199.3	\$78,598.01	
PowerEdge R440 x 4	3000064563397.5	\$24,006.00	
TOTAL SOLUTION PRICE			\$351,017.44

Dell Financial Services

Please see the Dell Financial Services documentation immediately following this page.

Dell Financial Services Overview

Dell Financial Services, L.L.C. (DFS) is a dedicated financial services entity focused on the financial and technology management needs of Dell's customers. Obtaining computer equipment is only the beginning. DFS provides a variety of payment solution that allows our customers to finance multi-vendor hardware, software and services.

Over the past twenty-three years, DFS has originated over \$90 billion in leases. Annually we fund over \$8 billion in revenue and we currently have \$9 billion in managed assets. A direct result of this success is DFS' ability to structure the contractual leasing relationship in a fashion that is mutually satisfactory to the parties.

Our mission at DFS is to help the District get the technology it needs today and expand acquisition opportunities within current budget allocations. You will find a wide range of flexible programs all aimed at making acquisition easy and affordable, whether you are on a regular rotation program, unsure of your long-term plans, or seeking an affordable method of financing equipment, software, and related services.

Benefits of financing and payment solutions:

 <p>Enable infrastructure modernization. allows for a regular technology refresh cycle and reduces upfront acquisition costs.</p>	 <p>Accelerate ROI. Pay time and match payments with technology usage.</p>	 <p>Increase operational efficiency. Add new items to your financing agreement at any time, and customize lease terms to minimize payments or co-terminate all assets.</p>	 <p>Simplify budgeting and payments. Spread IT costs over several cycles, and retain cash for investing in your business.</p>
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Payment Solutions Portfolio

DFS' leasing programs offer flexible end-of lease options designed to suit each entity's unique needs. Lease terms are generally from 24 through 60 months and are tailored to match the essential useful life of the leased equipment to the lease term. Lease payments can be billed monthly, quarterly, semi-annually or annual, in advance.

Whether you are a global organization needing pay-per-use technology in your data center or a rapidly growing school district with technology needs that outpace your current budget, our portfolio of payment solutions can help you meet business challenges.

Technology Refresh

Implements a regular rotation cycle to optimize useful life



PC as a Service

Combine hardware, software, lifecycle services and financing into a predictable price per seat per month

Fair Market Value Lease

Encourages regular technology upgrades and lowers the total cost of computing

Ownership

Manage cash flow by spreading payments over time



Finance Lease

Provides affordable technology acquisition through budgeted payments

Loan

Make predictable payments for ownership of hardware, software and services

Dell Business Credit^A

Leverage a revolving line of credit for fast and simple technology acquisition

Flexible Consumption

Pay for technology as you need or use it



Pay as You Grow

Grow at your own pace with customized payment solutions to support forecasted growth, flexible deployment schedules, deferrals and pre-provisioned upgrades

Flex on Demand

Acquire elastic capacity and only pay for what you use. Choose your total deployed capacity and minimum usage commitment. Scale your usage up and down to match workloads

Data Center Utility

Establish a pay per use environment across your entire IT infrastructure

Software

Financing software, including service & maintenance



Transformational License Agreement (TLA)

Customize a software agreement that offers unprecedented flexibility in the way Dell Technologies software titles are consumed and maintained – especially as requirements change over time

Flexible Software Payments

Acquire the software you need today and meet your budgetary needs with flexible payments

Master Lease Program

For large-scale acquisitions (in excess of \$250,000 in leased equipment over the next 12 months) and/or the ability to upgrade PC-related equipment continually, with minimal additional paperwork, the Master Lease Program is the most efficient choice.

Rotation Programs	Ideal for	Term	Advantages
Dell Flex	Customers on a Technology rotation program	Exercise the option to purchase the products at XX% (desktops and notebooks) or XX% (printers and servers) of the equipment's original value	<ul style="list-style-type: none"> • It allows you to migrate to the latest technology prior to the end of the lease term through a simple, streamlined process. • It provides your organization with an integrated asset disposal mechanism. This may eliminate property bidding which has an associated cost. • It provides you with a hedge against technology obsolescence.
Fair Market Value (FMV)		At the end of the lease term, return to upgrade on a new lease or purchase the equipment for its then current Fair Market Value.	<ul style="list-style-type: none"> • Maximizes useful life of equipment. • Helps reduce IT costs by ensuring regular equipment upgrades on a new lease. • Deferred payment option may apply for qualified customers.
Ownership Programs	Ideal for	Term	Advantages
Tax Exempt Lease Purchase (TELP)	Customers planning to keep their equipment but desire a lease financing solution	Purchase leased equipment at end of the lease term for \$1.	<ul style="list-style-type: none"> • The TELP is only available to states and their political subdivisions (most public K-12 and Higher Education institutions generally qualify). • Equipment may qualify for standard depreciation schedule (consult your tax advisor) • Deferred payment option may apply for qualified customers.
\$1 Buyout		Purchase leased equipment at end of the lease term for \$1.	<ul style="list-style-type: none"> • Offers end-of-lease ownership option with cost-effective solution for cash flow management • Equipment may qualify for standard depreciation schedule (consult your tax advisor) • Deferred payment option may apply for qualified customers.

Online Tools

At DFS, we know that acquiring Dell equipment is just one element of your extensive asset management program. So we have created DFS Online Services, the web-based asset management system that places access to information regarding your leased assets right at your fingertips.

With DFS Online Services, qualified customers will be able to search for contract and asset data, request location and cost center changes, accept lease schedules online and much more. Just access DFS Online Services through your Dell Premier site and you will be on your way to achieving greater control over your Dell leased assets program.

Review and Manage Your Contracts. We've given you one place to view your assets. You can search by contracts, contract number, commencement date or termination date. If you need more information, you can sort by a variety of fields, from equipment cost to payment amount to payment schedules. Most importantly, all information is available for download in either CSV or XML formats for easy import into your current asset management program.

Streamline End-of-Lease Tasks. No more phone calls when it comes to end-of-lease requests. Packing slips, buyout quotes, early termination quotes and renewal/extension quotes can now be obtained online. Your request will be reviewed by our service representatives and posted on the Requested End-of-Lease Documents page.

Immediately Access Your Documents. Eliminate the paper chase. With DFS Online Services, the documents associated with your lease agreements are now online. Think of it as an online filing system. Through our Online Schedule Acceptance feature, you can access your lease schedules. Reviewing and accepting lease schedules has never been easier.

Generate Custom Reports. Perhaps the most important feature of DFS Online Services is your ability to create various reports and download them for later review and use.

- Active Asset Report – an overview of your assets by contract number or by date
- Disposed Asset Report – contract level detail on assets received by DFS and removed from our billing cycle
- Received Asset Report – confirm assets returned at the end of the lease
- Custom Report – build your own report from the wide range of lease asset fields

Reports are available for download and will be accessible for a period of seven days. You can check the status of your online requests easily by referring to the dashboard on the home page.

A DFSOS demo is available at http://dfsos.us.dell.com/dfsosdemo/tutorial/setup_html.htm to experience how easily and efficiently you can manage your IT assets online.



End of Lease

DFS recognizes that an ineffective end-of-term process can diminish the potential benefits of leasing. This is why DFS has incorporated direct customer feedback into our end-of-lease approach to deliver the best customer experience possible. Our relationship with Dell aligns our approach to technology refresh with your interest in taking advantage of the technological and financial benefits of replacing equipment on a timely basis. DFS understands that the elimination of obsolete systems promotes the continued mission of your business and the role of the technology department. Accordingly, your dedicated DFS sales team will work with you to provide the tools to help you make the right decisions at lease termination.

Following are some of the valuable benefits to our end-of-lease program.

No Lengthy Automatic Renewal Periods - Automatic lease renewals of 6 and 12 months can put a kink in the total cost of ownership savings you hoped to gain from leasing. Under our MLA, the automatic renewal period is simply month-to-month at the end-of-term until you are ready to make your decision to refresh, renew or purchase your existing leased assets.

End-of-Lease Administration - DFS feels that one of the keys to an efficient end-of-lease process is a clear customer understanding of the roles and responsibilities of the end-of-lease process. DFS maintains resources specifically to assist you with management of leased equipment coming out of the leasing cycle.

DFSOS - DFSOS helps reduce the time and costs associated with the lease process and it is user-friendly. This web-enabled tool will help you generate leased asset reports and end-of-lease requests. As a special feature, Dell customers can access DFSOS from their Premier portal, allowing anytime access to critical information and an easy way to handle routine tasks to make asset management and your end-of-lease process more efficient.

Fewer Damage Charge Categories - DFS offers a simple and easy returns process with only a limited number of missing, wrong, and damaged categories. We do not bill MWD in excess of a system's Fair Market Value and all charges below assume at least 80% of the items are returned without other damages or missing items. The following chart shows DFS' MWD categories and pricing.

DFS Missing, Wrong & Damage Charges	
Broken/ Damaged Latches	\$50.00
Excessive Physical Damage	\$150.00*
LCD Cracked Beyond Repair	\$150.00
Missing/Damaged Hard Drive	\$0.60/Gb
Missing/Damaged Memory	\$0.05/Mb
Missing/Damaged Keys (Notebook)	\$50.00
Failure to Boot	\$150.00

*DFS will provide photographic evidence of damage



Lease Return Services

Packing and Transportation

Focused on improving your internal efficiencies, our Lease Return Services provide you with competitive pricing, and the ability to pre-pay costs. Below are just some of the benefits of choosing this service:

- Enjoy the convenience of having your packing materials and labor included at the pick-up
- Reduce your financial exposure with coverage for in-transit damage
- Spend less time arranging complex transportation logistics and more time focused on day-to-day activities

Data Wipe Certification

In today's environment, taking the right steps to help you protect data is paramount. Your company can use this service and receive a DFS Data Wipe Certification which will provide you with a certificate of data removal for your returned DFS leased assets that have reached lease conclusion.

Using our United States based asset returns facility, DFS will perform a three-pass overwrite of the data on the hard drive. The three-pass overwrite will remove drive partitions, drive partition tables, and master boot records. Hard drives that fail the three-pass process will be destroyed and disposed of to meet all applicable local, county and state regulatory laws and requirements. The chart below shows pricing for our data wipe service.

Data Wipe Certification Pricing	
Description	Charge
All Products (Dell and Non-Dell)	\$15.00

Minority Solution



Through a strategic arrangement with Pharos Financial Services L.P. (PFS), DFS can help facilitate ownership and rotation financing programs to customers desiring a Minority Business Enterprise (MBE) or Historically Underutilized Business (HUB) lessor. Available in the United States only.

These programs can benefit customers in a number of ways:

- Demonstrate public policy support
- May provide bidding advantages on government contracts
- Cultivate greater customer loyalty

The collaboration between PFS and DFS also offers a number of advantages:

- Access to DFS financing program benefits including customized payment structures, electronic invoicing, asset reporting and a flexible end-of-lease process
- Single-source contact for equipment and leasing needs
- One-stop shopping for service
- Speed to production and delivery
- Easy equipment upgrades and enhancements

Unlike a complete outsourcing solution, you remain in total control of key strategic decisions with PFS minority financing solutions.

Response to Specific RFP Provisions

Many of the terms and conditions presented in the RFP are applicable to straight procurement/purchase transactions and not to leasing. The leasing arrangement will establish a long-term (beyond net 30 days) financial relationship between DFS (the Lessor) and Stillwater Area Public Schools (the Lessee). Therefore, the terms and conditions of a mutually beneficial and duly executed DFS Lease Agreement shall take precedence over any other terms and conditions.



Lease Quote

Definitions

Lessor: Dell Financial Services L.L.C. and/or its successors and assigns
 Lessee: **Stillwater Area Public Schools**
 Lease Structure: DFS has provided a lease quote for a 60 month Tax Exempt Lease Purchase and 70 month Lease Purchase Lease, quoted with annual payment options, in advance.

Pricing Tables

Option 1

Quote Number	Product Description	Product Price	Qty	Extended Price	Rate Factor	5 Payments
Multiple	Hyper Converged Virtual Host Server RFP	\$338,615.88	1	\$338,615.88	0.2000	\$67,723.18
Totals:				\$338,615.88		\$67,723.18

Term:	60
Option:	Tax Exempt Lease Purchase
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None

Term:	70
Option:	Finance
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None
Rate Factor	6 Payments
0.16667	\$56,437.11
	\$56,437.11



Option 2

Quote Number	Product Description	Product Price	Qty	Extended Price	Rate Factor	5 Payments
Multiple	Hyper Converged Virtual Host Server RFP	\$351,017.44	1	\$351,017.44	0.2000	\$70,203.49
Totals:				\$351,017.44		\$70,203.49

Term:	60
Option:	Tax Exempt Lease Purchase
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None
Rate Factor	0.2000
5 Payments	\$70,203.49

Term:	70
Option:	Finance
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None
Rate Factor	0.16667
6 Payments	\$58,502.91
	\$58,502.91

Terms and Conditions

- Lease rates are quoted by Dell Financial Services, L.L.C. and are valid in the U.S. only.
- DFS has provided a blended lease factor for the equipment and some warranties and installation. Non-hardware items such as shipping costs, property or sales/use taxes, and non-tied peripheral items may be assigned a soft cost lease rate factor.
- Lease rates are also based upon the configuration and specification of the supplied equipment specified in the RFP, and DFS reserves the right to revise pricing in the event of any change in the configuration or equipment specification or reduction in asset values as determined by DFS.
- Lease rates are quoted assuming annual payments in advance without interim rent.
- Lease rates assume monthly consolidation of invoices with one schedule per month.
- The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items, which shall be for Lessee's account. Lessee will pay Payments and all other amounts without set-off, abatement or reduction for any reason whatsoever.

End of Lease Options

Tax-Exempt Lease Purchase- *60 Month option only* (\$1 BUYOUT LEASE OPTION)

Option available to lessee upon completion of the base lease term is as follows:

- Exercise the option to purchase the products for \$1.00.

Lease Purchase- *70 Month option only* (\$1 BUYOUT LEASE OPTION)

Option available to lessee upon completion of the base lease term is as follows:

- Exercise the option to purchase the products for \$1.00.

Other Terms and Conditions

Taxes:

If the District provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a personal property tax on leased equipment, and if DFS pays that tax, the District must reimburse DFS for that tax expense in connection with the District's lease.

Purchase order:

The Purchase Order will be made out to Dell Financial Services, One Dell Way Round Rock, TX 78682. The Purchase Order will include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item. Please include your address as the SHIP TO destination.

Insurance:

The risk of loss on the Equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming Lessor as first loss payee; and, (iii) workmen's compensation insurance.

Appropriation covenant:

The Lease shall contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid and Lessee will not give priority or parity in the application of funds to any functionally similar equipment.

Documentation:

Duly executed Agreement and other appropriate documents, including, opinions of counsel, UCC financing statements, audited financials and such other documentation as is reasonably requested by Lessor.

Proposal validity/approvals:

This is a proposal based upon market conditions and is valid for **90** days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.

Scope of Services

Installation & Migration Support Process

Dell EMC ProDeploy Plus for VxRail, Node Deploy

Service Description

The Dell EMC ProDeploy Plus for VxRail, Node Deploy service deploys a VxRail node as part of a VxRail cluster. Hardware installation and configuration are included, along with a brief Knowledge Transfer of the cluster as deployed.

This service can be sold in multiples to increase the project scope. Approved network switches deployed by Dell Technologies (DT) Services can be configured using SmartFabric procedures, or manually using traditional methods.

This is a ProDeploy Plus service, with on-site deployment.

What's New?

Service Offer Revision History

Summarized below is the history of revisions impacting this service offer within one year, by date, in descending order.

Important! Always download/review the latest version of all the service offer's kit documents to ensure you have the very latest information.

May 22, 2020:

Added the Implementation Specialist (IS) role to service delivery.

March 27, 2020:

Removed the Project Completion Form as a deliverable.

May 7, 2019:

Added support for VxRail two-node clusters.

Applicability

This service is applicable and currently limited to environments where the following conditions are true:

- There is a new VxRail node in a new VxRail cluster with three or more nodes, or a two-node cluster is being created. An add-on service is also required for each node if a stretched cluster is being deployed.
- The customer's Top-of-Rack (ToR) switch network meets VxRail requirements.
- The customer's vCenter meets VxRail requirements or we are installing an "internal" vCenter Server instance purchased specifically for use with the VxRail cluster to be deployed.
- VxRail two-node vSAN cluster requirements:
 - E560 or E560F VxRail nodes (as of January 2019).
 - VxRail software version 4.7.100 or later (as of January 2019).

- See the “vSAN 2-Node Cluster on VxRail Planning Guide” (<https://www.dell.com/resources/en-us/asset/technical-guides-support-information/products/converged-infrastructure/h17566-vsan-2node-cluster-on-vxrail-planning-guide.pdf>) for more information.

Positioning

This service:

- Provides on-site installation and configuration of a VxRail node.
- Should be positioned for all customers who purchase VxRail hyper-converged systems.
- Ensures smooth and rapid integration of VxRail nodes into the customer’s environment.

DT professional services or authorized agents work closely with the customer to:

- Minimize deployment effort through Dell Technologies Converged Platform’s best practices.
- Quickly deploy the extended capabilities of their VxRail Appliance for maximum business value and reduced risk.

If the customer requires the installation of Top-of-Rack switch, check the Service Offering Index at <https://www.dell.com/resources/en-us/auth/soi.htm> for the appropriate service, or request a custom offer quote.

Risks

This deployment service is designed with a limited scope. Any changes to the prescribed procedures require a different service path. Additional risks for this service include:

- Customer’s network is not ready for VxRail deployment. Execution of the Network Validation Tool (NVT) is important to assess the customer’s network readiness for VxRail deployment.
- Customer’s technical project contact lacks networking and VMware knowledge.

Opportunities

To complete a full deployment of VxRail cluster, the following services are available:

- *ProDeploy for VxRail, Node Deploy*
 - Quote this service if the customer requires remote deployment of a VxRail node.
- *Implementation for VxRail: Top of Rack Switch*
 - Quote this service to provide remote configuration of up to two (2) customer-provided and pre-installed, cabled, and powered-on Top-of-Rack (ToR) switches (Dell or Cisco brands) to support VxRail technology.
- *Installation for Connectrix Switch/Blade*
 - Quote this service to properly install a Connectrix B-Series, VDX, or an MDS departmental switch or a blade for an existing departmental switch or enterprise director into a customer’s new or existing SAN environment.
- *ProDeploy for RecoverPoint for VM*
 - Quote this service if the customer wants to deploy RecoverPoint for Virtual Machines for local and remote replication with remote deployment.
- *ProDeploy Plus for RecoverPoint for VM*

- Quote this service if the customer wants to deploy RecoverPoint for Virtual Machines for local and remote replication with on-site deployment. Additional VxRail services available to satisfy different customer needs:
- *Installation for VxRail Hardware Node Storage Expansion*
 - Quote this service if the customer wants to upgrade or add cache SSD, capacity drives, disk group (cache SSD and capacity drives) or a combination of these to an existing VxRail cluster for up to four (4) nodes in a single cluster.
- *Installation for VxRail Node Hardware Expansion*
 - Quote this service if the customer wants to upgrade or add memory, GPU, NIC, or a combination of these to existing VxRail nodes for up to four (4) nodes in a single cluster.
- *Installation for VxRail Node Cluster Expansion*
 - Quote this service if the customer wants to add nodes to existing VxRail cluster installation for up to four (4) nodes in a single cluster.
- *IDM Data Migration Virtual, Base*
 - Quote this service if the customer wants to migrate VMs on their VMware environment to VxRail Cluster. This service covers migration planning only for up to 30 VMs and 250 GB data.
- *IDM Data Migration Virtual, Event*
 - Quote this service if the customer wants to migrate VMs on their VMware environment to VxRail Cluster. This service covers execution of migration for up to 30 VMs and 250 GB data. You should combine this service with *IDM Data Migration Virtual, Base*.
- *ProDeploy for Data Protection Suite for VMware*
 - Quote this service if the customer wants to deploy Data Protection Suite for VMware for end-to-end protection of VMs configured on VxRail Cluster.
- *ProDeploy Plus for Data Protection Suite for VMware*
 - Quote this service if the customer wants to deploy Data Protection Suite for VMware for end-to-end protection of VMs configured on VxRail Cluster (on-site delivery).
- *ProDeploy for Data Domain Virtual Edition*
 - Quote this service if the customer wants to deploy Data Domain for Virtual Edition for data protection of VMs on VxRail Cluster. (remote delivery)
- *ProDeploy Plus for Data Domain Virtual Edition*
 - Quote this service if the customer wants to deploy Data Domain for Virtual Edition for data protection of VMs on VxRail Cluster. (on site delivery)
- *Residency for HCI: Operational*
 - Quote this service if the customer wants on-site, day to day technical support for specific operational advice and improved management of a customer's HCI environment.
- *Residency for HCI: Transitional*
 - Quote this service if the customer wants post-deployment operational management and Knowledge Transfer to address customer's resource and skill gaps during new technology adoption.

- *Residency for Converged Infrastructure Systems - Custom*
 - Use this service to custom quote trusted resources and expertise to support converged infrastructure systems.
- *Custom Design and Implementation for RecoverPoint for Virtual Machines*
 - Use this service to custom quote RecoverPoint for virtual machines.
- *Custom Implementation for Data Domain*
 - Use this service to custom quote Data Domain Virtual Edition deployments with VxRail.
- *Custom Implementation for Data Protection Suite for VMware*
 - Use this service to custom quote Data Protection Suite for VMware.

If the customer wants DT to do additional work, request a custom offer quote, or, alternatively, quote the following services to cover the additional effort:

- *ProDeploy Additional Deployment Time - Project Manager*
- *ProDeploy Additional Deployment Time - Technical Resource*
- *ProDeploy Additional Deployment Time – Remote Technical Resource*

For larger and complex VxRail deployments request a custom offer quote.

Note: This service does not include VMware Cloud Foundation (VCF) implementation. See the *Custom Implementation for VxRail* service and request a custom quote if your customer wants VCF implementation on VxRail.

Considerations

This service is used to deploy one node in a single site or stretched cluster. For a single site cluster, sell one instance of this service for the first node in a cluster, and one instance of the add-on service for each additional node in the cluster. For a stretched cluster, sell one instance of this service for the first node in a cluster one instance of the add-on service for each additional node in the cluster, and one instance of the stretched cluster add-on service for each node in a cluster.

Two-node VxRail clusters are a special situation that requires the deployment of a Witness Site, such as a stretched cluster. **For two-node clusters, ensure the customer understands that they must provide a separate Witness Site, including the platform for running a VxRail Witness Site virtual machine.** The Witness Site must have the appropriate licensing and have adequate resources to support the virtual machine, (processing, storage, and networking) for the virtual machine.

The service kit for this service does not include a *Configuration Guide*. Use the *VxRail Pre-engagement Questionnaire* (PEQ) to gather the information needed for service delivery.

This service includes a post-deployment validation to confirm that the solution was deployed as designed.

The Knowledge Transfer included with this service is not a substitute for training through Educational Services. Encourage the customer to register for Educational Services courses.

The following are **not** included in this service:

- Any VMware ESX and Microsoft Hyper-V integration or migration (further than proof of scale out within the VxRail deployment).
- Provisioning of customer virtual machines (VM) on deployed VxRail appliances.

- Any customization to the appliance environment's hardware, software, or network configuration.
- Implementation, deployment, migration, modification, or upgrade of the customer's application software.

Register the customer to receive product advisories:

- Go to Dell Technologies Support website at <http://www.dell.com/support>.
- Manage the advisory subscription and select the product.
- Select advisory type to make sure the customer receives alerts.

Project Scope

Dell Technologies Services ("DT Services") personnel or authorized agents ("DT Services Personnel") shall work closely with Customer's staff to perform the services specified below ("Services"), subject to the Customer satisfying the "Customer Responsibilities" detailed in this document.

ProDeploy Plus for VxRail Node Deploy

This service includes the following components (not to exceed the listed values):

- VxRail Clusters: 1
- Customer ToR switches validated: 2
- Number of VxRail nodes: 1

During this part of the service, DT Services:

- Reviews the completed Pre-engagement Questionnaire with Customer to get acceptance and verify accuracy of documented configuration details.
- Performs pre-deployment validation to verify requirements are met.
- Validates that the Customer-provided ToR switch meets the requirements for VxRail deployment.
- Validates that the Customer-provided external vCenter meets the requirements for VxRail deployment.
- Conducts a deployment review meeting.
- Validates that the equipment is on site at the appropriate location with power and cable requirements met.
- Performs physical installation of VxRail nodes, including racking, cabling, connecting to ToR switch, and powering up.
- Deploys and configures VxRail cluster per Customer requirements.
- Enables Data-At-Rest-Encryption (DARE) on datastores, if required, and if VMware approved KMS server is accessible.
- Verifies that the nodes are added to the VxRail cluster.
- Performs secure remote support client setup and verifies connectivity.
- Completes deployment verification.
- Registers the Customer to receive product alerts.
- Completes solution deployment validation.

- Conducts a basic Knowledge Transfer.

The following activities included in all services including customer-selected Supplemental Deployment Services, focus on managing the initiation, planning, execution, and closure of the project including coordinating delivery resources and communicating with stakeholders:

- Manages DT Services resources assigned to the project.
- Determines the engagement process and schedule.
- Develops a high-level Project Plan with critical path events and milestones.
- Conducts a kickoff meeting to review the project scope, expectations, communication plans, and availability of required resources.
- Coordinates project closeout.

30 Day Post-project Configuration Assistance

For up to 30 days after the deployment date, DT Services will provide remote configuration assistance for the purchased Supported Products (as defined in this document) and components included with this Service. If you have configuration questions after the Dell deployment team has left your site, call Dell technical support for initial assistance. If more in-depth assistance is needed, Dell technical support will engage the appropriate team to schedule time to assist you with configuration support.

Training Credits for Dell Education Services

Customers who purchase the Services for use with select Supported Products also receive Dell Education Services Training Credits ("Training Credits"). Check your Order Form to confirm whether your purchase of the Services includes a ProDeploy Plus Training Credits SKU, and to determine how many Training Credits you receive with your purchase of the Services. Training Credits are a flexible way to purchase training courses offered by Dell Education Services, including Dell Certification training, dedicated training, onsite training or online courses. To review the list of courses available for purchase with Training Credits, please visit <http://education.dellemc.com>. Your purchase of Training Credits can only be used for training provided by Dell Education Services. For example, Training Credits cannot be used for training on 3rd Party Software products and services. The duration of the term during which you can use the Training Credits to purchase Dell Education Services training courses is twelve (12) months. All training courses must be scheduled prior to expiration of your applicable 12-month period after the date of purchase of the Services on the Order Form, except to the extent applicable law requires otherwise. Once purchased, DT Services will provide you with information regarding the start and end date of the 12-month ordering period in which you are required to use your Training Credits and redeem your Dell Education Services. The obligations of DT Services to provide Dell Education Services training to you in return for the Training Credits you purchase will be deemed satisfied after the 12-month period following the date of your purchase of the Training Credits, even if you do not use the Training Credits to purchase any Dell Education Services training.

Services Scope Exclusions

DT Services is responsible for performing only the Services expressly specified in this document. All other services, tasks, and activities are considered out of scope.

Customer will maintain a current version of an anti-virus application continuously running on any system to which DT Services is given access and will scan all Deliverables and the media on which they are delivered. Customer shall take reasonable data back-up measures and, in particular, shall provide for a daily back-up process and back-up the relevant data before DT

Services performs any remedial, upgrade, or other works on Customer's production systems. To the extent the liability of DT Services for loss of data is not anyway excluded under the Existing Agreement or this document, DT Services shall, in case of data losses, only be liable for the typical effort to recover the data which would have accrued if Customer had appropriately backed up its data.

Deliverables

DT Services will provide Customer with the following Deliverables in connection with the Services:

- *Knowledge Transfer*
- *Pre-engagement Questionnaire*
- *Test Plan*

Customer Responsibilities

Customer's timely provision to DT Services of office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Customer officers, agents, and employees, suitably configured computer products, and network access is essential to the performance of the Services set forth in this document. Customer is responsible for ensuring that all Customer data has been backed-up prior to commencement of the Services. DT Services assumes no responsibility or liability for any loss of, loss of access to, or unrecoverable data in connection with the Services.

The following are the additional responsibilities of Customer:

- Provide DT Services personnel with workstation(s) to enable access to the software identified in this document.
- Provide DT Services personnel with access to Customer systems and networks (including, without limitation, remote systems and networks access), current processes and procedures, workflow diagrams, architectural designs (Visio or equivalent), and resource personnel who will participate in the Knowledge Transfer, if applicable.
- Assume responsibility for all network connectivity, performance, and configuration issues.
- Obtain and provide, at its own cost and expense, all third party licenses and maintenance agreements necessary for DT Services to complete the project.
- Obtain licenses and related maintenance support under separate contract for any necessary Dell EMC products before the commencement of Services.
- Manage site facility preparation, including but not limited to cabling, HVAC, and power.

Required Tools and Materials

The following service tools and documents are required:

- VxRail Manager.
- VxRail Sizing Tool (https://mainstayadvisor.com/bvp_refresh/default.aspx). *(A username and password are required to access the information).*
- *Pre-engagement Questionnaire* (PEQ), available via the SolVe Desktop application.
- Network Validation Tool (NVT), available at <https://inside.dell.com/docs/DOC-223640#ToolsBest>.

- VxRail product documentation and white papers are available on DT Online Support Portal (<https://www.dell.com/support/>).
- SolVe Desktop (*VxRail Installation Procedures*) available on DT Online Support Portal (<https://www.dell.com/support/>).

Delivery Skills and Recommendations

DT services personnel should be familiar with the following technology for the delivery of this solution:

- VxRail hardware, software, and tools.
- VMware environments and VM customization.
- Storage provisioning.
- Backup environments and protocols.
- vSAN storage.
- VxRail base software.
- Operating systems.
- IP networking.
- Ethernet switch configuration.

Find training opportunities to help deliver and support this service on the Education Services web page (<http://education.dell.com>), which provides training maps and the ability to search courses by title.

If you have difficulty locating service-related reference material, email TSServicesMaterialSupport@emc.com.

Project Staffing

DT Services will deploy a project team made up of the following technical and management skill sets:

Table 1. DT Services Project Staffing

Title	Description
Project Manager	Manages the delivery of Services for DT Services engagements. Responsible for coordinating with DT Services resources working on the engagement. Acts as primary interface to the customer.
Solutions Architect	Provides high level technical assistance to field support representatives, as assigned, for the installation, maintenance, and modification of Dell EMC hardware.
Customer Service Engineer	Performs installations, preventive and remedial maintenance of Dell EMC hardware at Customer locations and in different operating environments.

Implementation Specialist	Provides custom integration implementation support on Dell EMC products involving software including, if in scope, pre-site inspection or validation of requirements, initial installation, implementation, customization, integration, and outline orientation for the customer. Assists Customer Service in the product implementation services set forth herein.
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Supplemental Deployment Services

Supplemental Deployment Services are additional deployment services which complement a new deployment or supplement an already-deployed DT Services Solution. The following Supplemental Deployment Services are sold as add-on(s) to the above-referenced ProDeploy Enterprise Suite offer:

ProDeploy Plus Add-On for VxRail Stretched Cluster Per Node

This service provides for the installation and deployment of VxRail node in a stretched cluster in conjunction to the VxRail base node deployment

This service includes the following components (not to exceed the listed values):

- Stretched Clusters: 1
- VxRail Nodes per Stretched Cluster: 1

During this part of the service, DT Services:

- Performs planning and design for the product solution being deployed.
- Performs pre-deployment validation to verify requirements are met.
- Validates with Customer all the pre-requisites for VxRail stretched cluster deployment are met.
- Validates that the Customer-provided ToR switch meets the requirements for VxRail deployment.
- Validates that the Customer-provided external vCenter meets the requirements for VxRail deployment.
- Conducts a deployment review meeting.
- Deploys and configures VxRail cluster per Customer requirements.
- Enables Data-At-Rest-Encryption (DARE) on datastores, if required, and if VMware approved KMS server is accessible.
- Verifies that the nodes are added to the VxRail cluster.
- Configures stretched cluster.
- Completes deployment verification.
- Validates VxRail stretched cluster deployment and reviews results with the Customer.
- Conducts a basic Knowledge Transfer.

Implementation for Integrated Data Protection Appliance DP4x Series, ProDeploy Plus

Model Number: PS-PDP-IDPAVEOS

Direct Sale from EMC to Customer: This document and the performance of the Services detailed herein are subject to (i) the most recently signed agreement between Customer and EMC that contains terms and conditions designated to apply to professional services ("Existing Agreement"); or (ii) in the absence thereof, EMC's standard terms and conditions for professional services specified below. In the event of a conflict between this document and your Existing Agreement, this document shall govern.

Sale by EMC Authorized Reseller to Customer: If you have purchased the Services detailed herein through an EMC authorized reseller, this document is for descriptive and informational purposes only and does not establish a contractual relationship or any rights or obligations between you and EMC. Such Services are governed solely by the agreement between you and your EMC authorized reseller. EMC has permitted your EMC authorized reseller to provide this document to you. Your EMC authorized reseller may make arrangements with EMC to perform all or a portion of the Services on behalf of the reseller.

Sale from EMC to EMC Authorized Reseller: This document and the performance of the Services detailed herein are subject to the professional services terms and conditions between you ("Partner") and EMC that are specified in (i) the signed product and services ordering agreement, if any; or (ii) the applicable signed stand-alone professional services agreement ("PSA") if any, and in case both exist, the document having the later effective date shall govern; or (iii) in the absence of the previously described agreements, EMC's standard terms and conditions for professional services specified below. Partner acknowledges and agrees that: (a) its agreements with its customers ("End-Users") for the Services detailed herein are not contracts of EMC; (b) Partner has no right or power to bind EMC to any commitments unless otherwise explicitly agreed upon in writing by EMC and shall not represent otherwise or purport to do so; (c) End Users are not third-party beneficiaries of this document or any other agreement between EMC and Partner; (d) all references to "Customer" in this document shall mean the Partner who is purchasing the Services; and (e) where the provision of the Services by EMC is contingent on a Partner obligation, then that obligation may also apply to its End-User with respect to the provision of Services to such End-User. Partner shall ensure that such End-User complies with such obligations where applicable. In the event the End-User fails to meet such an obligation, then EMC shall not be liable for any resulting failure to perform its obligations. In the event of a conflict between this document and the agreements referenced in (i) and (ii) above, this document shall govern.

Service Description

This service provides for the installation and configuration of one Integrated Data Protection Appliance (IDPA) DP4x series model into a customer's existing Data Center environment.

Project Scope

EMC personnel or authorized agents ("EMC Personnel") shall work closely with the Customer's staff to perform the services specified below ("Services"), subject to the Customer satisfying the "Customer Responsibilities" detailed in this document.

This service includes the following components (not to exceed the listed values):

- Integrated Data Protection DP4x Appliances: 1

During this part of the service, EMC:

- Meets with Customer to ensure that the environment and operational implementation requirements (hardware, software, and infrastructure) are met by the Customer, and provides the Customer with a list of required or beneficial updates.
- Obtains the business and IT requirements, goals, expectations, and success parameters associated with the engagement.
- Plans and designs Integrated Data Protection Appliance(s).
- Completes solution design validation.
- Conducts an implementation review meeting.
- Validates that the equipment is on site at the appropriate location with power and cable requirements met.
- Installs Integrated Data Protection Appliance(s).
- Configures Integrated Data Protection Appliance(s).
- Performs the tests in the *Test Plan* for the Customer.
- Completes and delivers the *Test Plan*.
- Completes solution implementation validation.
- Completes and delivers the *As-Built Configuration Guide*.
- Conducts a basic Functional Overview.

The following activities focus on managing the initiation, planning, execution, and closure of the project including coordinating delivery resources and communicating with stakeholders:

- Manages EMC resources assigned to the project.
- Works with the Customer assigned single point of contact to coordinate project tasks and the resources assigned to complete said tasks.
- Acts as the single point of contact for all project communication and escalations.
- Determines the engagement process and schedule.
- Develops a high-level Project Plan with critical path events and milestones.
- Conducts a kickoff meeting to review the project scope, expectations, communication plans, and availability of required resources.
- Conducts periodic status meetings to review project process, issues, and potential risks. The frequency of the meetings will be mutually agreed upon by the Customer and EMC.
- Coordinates project closeout, review, and sign-off.

Deliverables

EMC will provide Customer with the following Deliverables in connection with the Services:

- *As-Built Configuration Guide*
- *Test Plan*
- *ACM Generated Integrated Data Protection Appliance Configuration Report*
- *Project Completion Form*

EMC Staffing

EMC will provide appropriate EMC Personnel to perform the Services specified in the “Project Scope” section above.

Customer Responsibilities

Customer’s timely provision to EMC of office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Customer officers, agents, and employees, suitably configured computer products, and network access is essential to the performance of the Services set forth in this document. Customer is responsible for ensuring that all Customer data has been backed-up prior to commencement of the Services. EMC assumes no responsibility or liability for any loss of, loss of access to, or unrecoverable data in connection with the Services.

The following are the additional responsibilities of Customer:

- Make appropriate system maintenance windows available for EMC (or authorized agents) as needed to prepare equipment.
- Provide technical support for implementation teams, all vendors, and third parties as necessary.
- Assume responsibility for all network connectivity, performance, and configuration issues.
- Accept and implement EMC’s most current version of ESRS code including but not limited to operating system updates and upgrades on the ESRS virtual appliance.
- Obtains all licenses required for the implementation of the service.

Service Schedule

Unless otherwise mutually agreed in writing, the anticipated start date of the Services is within two (2) weeks after receipt and approval by EMC of the Customer’s purchase order for this Service.

Customer shall have twelve (12) months from the date of EMC’s invoice to use the Services described herein (“**Service Period**”). The Services shall automatically expire on the last day of the Service Period, unless otherwise agreed by EMC. Under no circumstances shall Customer be entitled to a credit or refund of any unused portion of the Services.

Services Scope Changes

Any changes to the Services, the schedule, charges or this document must be mutually agreed upon by EMC and the Customer in writing. Depending on the scope of such changes, EMC may require that a separate Statement of Work detailing the changes, the impact of the proposed changes on the charges and schedule, and other relevant terms, be executed by the parties.

Services Scope Exclusions

EMC is responsible for performing only the Services expressly specified in this document. All other services, tasks, and activities are considered out of scope.

Customer will maintain a current version of an anti-virus application continuously running on any system to which EMC is given access and will scan all Deliverables and the media on which they are delivered. Customer shall take reasonable data back-up measures and, in particular, shall provide for a daily back-up process and back-up the relevant data before EMC performs any remedial, upgrade, or other works on Customer’s production systems. To the extent EMC’s liability for loss of data is not anyway excluded under the Existing Agreement or this document,

EMC shall, in case of data losses, only be liable for the typical effort to recover the data which would have accrued if Customer had appropriately backed up its data.

Fixed Bid Service Fee and Invoicing Schedule

The Services described in this document are delivered on consecutive days during Service Provider's normal business hours (8:00 A.M.–6:00 P.M. local time, M–F, excluding Service Provider and local holidays). However, some Services may require scheduling by Service Provider for delivery outside of normal business hours due to the nature of the Services being performed (e.g. on-site hardware deployment).

The Services described in this document are performed on a fixed price basis at the fees specified in the applicable Service Provider quote.

The Services will be delivered using Service Provider's standard delivery model, which may include onsite and/or offsite delivery of the Services. If the Customer requires a different delivery model, the charges, expenses, scope of work and/or schedule are subject to modification in accordance with the "Services Scope Changes" section in this document. If the Customer does not authorize such change(s) in accordance with the "Services Scope Changes" section, Service Provider and the Customer agree that Service Provider's standard delivery model will apply for the Services. (Not applicable to U.S. Government or U.S. State engagements that preclude the use of offsite delivery of services.)

Invoices are issued upon Service Provider's receipt and approval of the Customer's purchase order.

Customer authorizes Service Provider to invoice for and shall pay additional amounts related to changes or exceptions to the Services.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

The following terms and conditions govern this document:

1.1 Term; Termination. This document begins on the date specified in the "Service Schedule" section above, and, unless terminated for breach, continues in accordance with its terms. A party shall notify the other in writing in case of the other's alleged breach of a material provision of this document. The recipient shall have thirty (30) calendar days from the date of receipt of such notice to effect a cure ("**Cure Period**"). If the recipient of such notice fails to effect a cure within the Cure Period, then the sender of the notice shall have the option of sending a written notice of termination, which shall take effect upon receipt.

1.2 Grant of Copyright or License Rights in Deliverables. Subject to Customer's payment of all amounts due EMC, the parties agree (i) Customer shall own all copyright rights to the portion of Deliverables (defined below) that consists solely of written reports, analyses and other working papers prepared and delivered by EMC to Customer in the performance of EMC's obligations hereunder, and (ii) for the portion of Deliverables that consists of scripts and code, EMC grants Customer a non-exclusive, non-transferable, irrevocable (except in case of breach of this document) perpetual right to use, copy and create derivative works from such (without the right to sublicense) for Customer's internal business operations, as contemplated hereunder. The license granted in this section does not apply to (a) Customer furnished materials, and (b) any other EMC products or items licensed, or otherwise provided, under a separate agreement. "**Deliverables**" means any reports, analyses, scripts, code or other work results which have been delivered by EMC to Customer within the framework of fulfilling obligations under this document.

1.2.1 Customer Furnished Materials. Customer does not relinquish any of its rights in materials it furnishes to EMC for use in performing the Services. Pursuant to Customer's Proprietary Rights

(defined below) therein, Customer grants EMC a non-exclusive, non-transferable right to use such solely for the benefit of Customer in fulfillment of EMC's obligations hereunder.

1.2.2 Reservation of Proprietary Rights. Each party reserves for itself all Proprietary Rights that it has not expressly granted to the other. EMC shall not be limited in developing, using or marketing services or products which are similar to the Deliverables or Services provided hereunder, or, subject to EMC's confidentiality obligations to Customer, in using the Deliverables or performing similar Services for any other projects. "**Proprietary Rights**" mean all patents, copyrights, trade secrets, methodologies, ideas, concepts, inventions, know-how, techniques or other intellectual property rights of a party.

1.3 Confidential Information; Publicity. "**Confidential Information**" means any information that is marked "confidential", "proprietary" or the like or in relation to which its confidentiality should by its nature be inferred or, if disclosed orally, are identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, is summarized, appropriately labeled and provided in tangible form. Confidential Information does not include information that is (i) rightfully in the receiving party's possession without prior obligation of confidentiality from the disclosing party; (ii) a matter of public knowledge; (iii) rightfully furnished to the receiving party by a third party without confidentiality restriction; or (iv) independently developed by the receiving party without reference to the disclosing party's Confidential Information. Each party shall (a) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations hereunder; and (b) protect from disclosure to any third parties, by use of a standard of care equivalent to that as used by recipient to protect its own information of a similar nature and importance, and, no less than the use of reasonable care, any Confidential Information disclosed by the other party for a period commencing upon the date of disclosure until three (3) years thereafter, except with respect to (1) Customer data to which EMC may have access in connection with the provision of Services, which shall remain Confidential Information until one of the exceptions stated above applies; and (2) Confidential Information that constitutes, contains or reveals, in whole or in part, EMC proprietary rights, which shall not be disclosed by the receiving party at any time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (A) to its Affiliate (defined below) for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such Affiliate complies with the foregoing; and (B) to the extent required by law (provided the receiving party has given the disclosing party prompt notice). "**Affiliate**" means a legal entity that is controlled by, controls, or is under common "control" with EMC or Customer, respectively. "**Control**" means more than 50% of the voting power or ownership interests. Each party shall not, and shall not authorize or assist another to, originate, produce, issue or release any written publicity, news release, marketing collateral or other publication or public announcement, relating in any way to this document, without the prior written approval of the other, which approval shall not be unreasonably withheld.

1.4 Payment. Customer shall pay EMC's invoices in full and in the same currency as the EMC invoice within thirty (30) days after the date of EMC's invoice, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate. The charges due hereunder are exclusive of and Customer shall pay or reimburse EMC for all value added (VAT), sales, use, excise, withholding, personal property, goods and services and other taxes, levies, customs and duties resulting from Customer's purchase order, except for taxes based on EMC's net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to EMC at tax@emc.com.

1.5 Warranty; Warranty Disclaimer. EMC shall perform the Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify EMC of any failure to so perform within ten (10) days after the performance of the applicable portion of Services. EMC's entire liability and Customer's sole remedy for EMC's failure to so perform shall be for EMC to, at its option, (i) correct such failure, and/or (ii) terminate this document and

refund that portion of any fees received that correspond to such failure to perform. **EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY SECTION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EMC (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES. IN SO FAR AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.**

1.6 LIMITATIONS OF LIABILITY. EMC'S TOTAL LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THIS DOCUMENT OR SERVICES PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY EMC'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE PRICE PAID TO EMC FOR THE SERVICES RENDERED HEREUNDER. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF EMC'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

1.7 Miscellaneous. The parties shall act as independent contractors for all purposes hereunder. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other, or both parties as joint venturers or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other, and neither party will have authority to speak for, represent or obligate the other party in any way without the prior written approval of the other party. Each party shall comply with all applicable export laws, orders and regulations and obtain all necessary governmental permits, licenses and clearances. Diversion contrary to US law, including US export laws is expressly prohibited. This document shall be governed by the laws of the Commonwealth of Massachusetts for transactions taking place in the United States and the country in which the EMC entity is located for transactions taking place outside of the United States, excluding any conflict of law rules. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

Dell EMC IDM Data Migration Virtual, Base

Service Description

This service is delivered remotely and provides the design of a migration plan for up to 30 virtual machines (VMs), with a maximum size of 250 GB for each VM. The service includes data collection and analysis of the Customer's virtualized environment, and creation of a migration plan for virtual-to-virtual (V2V) migrations with the use of an appropriate VM migration tool.

Quote this planning service with an event, *IDM Data Migration Virtual, Event*, for remote delivery of the migration. One Event is required per *IDM Data Migration Virtual, Base*, or *IDM Data Migration Virtual, Add-On*, for delivery of the migration.

Notes:

- The source and target environments must be within a single data center.
- For larger, more complex data migrations, you can use EDGE to generate a custom quote.

What's New?

In this release of this service offer, scope has been updated to limit the migration to 30 virtual machines, with maximum size of 250 GBs per VM.

Service Offer Revision History

Summarized below is the history of revisions impacting this service offer within one year, by date, in descending order.

Important! Always download/review the latest version of all the service offer's kit documents to ensure you have the very latest information.

July 10, 2020:

- Service scope updated to limit the migration to 30 virtual machines, with maximum size of 250 GBs per VM.

Applicability

Source environment included in this migration service can be:

- ESXi hosts with local storage.

Target environment for this migration service includes the following, but not limited to Dell EMC products:

- Dell EMC CI or HCI products (VxRail, VxRack Flex, and VxBlock).
- VMware vSphere clusters with the Dell EMC arrays.

Positioning

This service offering is positioned toward Customers who need a full V2V migration plan for their virtualized environment.

Risks

None.

Considerations

This service is sold in conjunction with an existing or new storage installation and implementation.

For live migration ESXi to VxRail, VxRack Flex, and VxBlock:

- The source ESXi environment must be a supported version, as referenced in the VMware Compatibility Guide.
- The VMotion network must be shared or routable from source to destination.
- If migrating VM networks, vSwitches must be a supported version, as referenced in the VMware Compatibility Guide.
- When migrating VMs without migrating VM Networks, the target network must be on the same VLAN as the source.
- The EVC mode must be at or below VxRail nodes (Ivy Bridge by default).
- The VMotion network must be shared L2 from source to destination.
- VM Networks cannot migrate from one switch to another.
- This service is not applicable when the target environment includes NSX or vRA suite.

This service excludes:

- Physical-to-Virtual (P2V) migrations.

- Non-VMware\ VMotion\Storage VMotion migrations.
 - Offline migrations.
 - Application migration or VM configuration.
 - Migrating non-x86 devices.
 - Migration from direct attached devices such as USB or mounted virtual media, such as an ISO or CD.
 - Physical mode RDM (Raw Device Mapping) data migration. (Use the IDM Data Migration Block services to migrate RDM data.)
 - Target appliance installation and configuration.
 - Storage hardware installation and configuration.
 - Design, configuration or resource provisioning for the target environment.
 - Modification of the customer's application software.
 - Implementation of new SAN hardware (e.g. Fibre Channel switches or directors, or network cards).
 - Any remediation work on the hosts or third-party storage arrays.
 - Assessment of VM operating systems.
 - Migration of VMs using iSCSI.
 - Responsibility for network analysis, connectivity, performance, and configuration issues.
 - Scenarios where the VMotion network is not routable or reachable between the source and destination.
 - Data center moves.
 - Business continuity and/or disaster recovery services.
 - Relocation of databases or validation of database data files.
 - Performing backups before the data migration.
 - Ensuring data is valid prior to the data migration.
- Register the customer to receive product advisories:
- Go to Dell Technologies Support website at <http://www.dell.com/support>.
 - Manage the advisory subscription and select the product.
 - Select advisory type to make sure the customer receives alerts.

Project Scope

Dell Technologies Services ("DT Services") personnel or authorized agents ("DT Services Personnel") shall work closely with Customer's staff to perform the services specified below ("Services"), subject to the Customer satisfying the "Customer Responsibilities" detailed in this document.

IDM Data Migration Virtual Base

This service includes the following components (not to exceed the listed values):

- Virtual Machines: 30, with a maximum size of 250 GB for each VM.

During this part of the service, DT Services:

- Conducts a Deployment review meeting.
- Performs data discovery remotely with the help of the Customer, data correlation, and analysis of the migration environment, including the following:
 - Collects data from applicable hosts and VMware vSphere cluster.
 - Collects Source vSphere environment details for migration.
 - Collects Target vSphere environment details for migration.
- Analyzes the data collected and summarizes the migration environment including identifying migration issues and constraints.
- Reviews migration procedures.
- Designs source to target data mapping.
- Prepares the migration plan to a target VMware vSphere environment and recommends required updates to the environment.
- Conducts a Migration Plan review meeting with the Customer.
- Finalizes the project documentation, which includes migration plan and a roadmap detailing the improvements.

The following activities included in all services focus on managing the initiation, planning, execution, and closure of the project including coordinating delivery resources and communicating with stakeholders:

- Manages DT Services resources assigned to the project.
- Works with the Customer assigned single point of contact to coordinate project tasks and the resources assigned to complete said tasks.
- Acts as the single point of contact for all project communication and escalations.
- Conducts a kickoff meeting to review the project scope, expectations, communication plans, and availability of required resources.
- Coordinates project closeout.

Services Scope Exclusions

DT Services is responsible for performing only the Services expressly specified in this document. All other services, tasks, and activities are considered out of scope.

Customer will maintain a current version of an anti-virus application continuously running on any system to which DT Services is given access and will scan all Deliverables and the media on which they are delivered. Customer shall take reasonable data back-up measures and, in particular, shall provide for a daily back-up process and back-up the relevant data before DT Services performs any remedial, upgrade, or other works on Customer's production systems. To the extent the liability of DT Services for loss of data is not anyway excluded under the Existing Agreement or this document, DT Services shall, in case of data losses, only be liable for the typical effort to recover the data which would have accrued if Customer had appropriately backed up its data.

Deliverables

DT Services will provide Customer with the following Deliverables in connection with the Services:

- *SAN Summary Report*

Customer Responsibilities

Customer's timely provision to DT Services of office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Customer officers, agents, and employees, suitably configured computer products, and network access is essential to the performance of the Services set forth in this document. Customer is responsible for ensuring that all Customer data has been backed-up prior to commencement of the Services. DT Services assumes no responsibility or liability for any loss of, loss of access to, or unrecoverable data in connection with the Services.

The following are the additional responsibilities of Customer:

- Make appropriate system maintenance windows available for DT Services (or authorized agents) as needed to prepare equipment.
- Provide technical support for implementation teams, all vendors, and third parties as necessary.
- Assume responsibility for all network connectivity, performance, and configuration issues.
- Provide DT Services personnel with access to Customer's subject matter experts, systems, and networks (including, without limitation, remote systems/network access) necessary to perform the services during DT Services normal business hours (or other mutually agreed upon times).
- Perform a successful backup immediately before the planned data migration.
- Ensure the data is valid prior to the data migration.
- Implement required updates to existing infrastructure components.
- Provide at least one technical contact with system administration responsibilities and appropriate system and information access privileges to perform this service.
- Ensure that all environment, technical, and operational requirements are met prior to commencement of the service.
- Assume responsibility for acquiring temporary hardware, required third-party software licenses and media, and other non-Dell resources as specified in the migration plan to support the prescribed data-copy methods.
- Provide support from technical support teams for all vendors and third parties, as necessary.
- Verify that the equipment location(s) is/are prepared prior to the commencement of the services.

Required Tools and Materials

Following tools and materials are required to successfully deliver this service offering:

- RV Tools
- EMC GRAB
- SAN Summary
- E-Lab Advisor
- VMware vMotion
- VMware Storage vMotion

Delivery Skills and Recommendations

DT Services personnel should be familiar with the following technologies for the delivery of this solution:

- VxRail.
- ESXi, VMware clusters.
- VMware vMotion and Storage vMotion.
- Dell EMC storage arrays.
- Dell EMC supported third-party storage arrays.
- Supported third-party File/NAS arrays.
- SAN networking and protocols.

Find training opportunities to help deliver and support this service on the Education Services web page (<http://education.dell.com>), which provides training maps and the ability to search courses by title.

If you have difficulty locating service-related reference material, email TSServicesMaterialSupport@emc.com.

Project Staffing

DT Services will deploy a project team made up of the following technical and management skill sets:

Table 2. DT Services Project Staffing

Title	Description
VSD Solutions Architect	Provides high level technical assistance to field support representatives, as assigned, for the installation, maintenance, and modification of Dell EMC hardware.
VSD Project Manager	Manages the delivery of Services for DT Services engagements. Responsible for coordinating with DT Services resources working on the engagement. Acts as primary interface to the customer.

DELL EMC VXRAIL APPLIANCE SERVICES

Accelerate time-to-value for hyper-converged infrastructure

ESSENTIALS

- Ensure careful, rapid integration of Dell EMC VxRail Appliances into your data center network
- Easily and efficiently expand the capacity of VxRail Appliances
- Take advantage of supporting technologies, such as pre-loaded data services
- Reduce risk with expert residents who optimize configurations and processes, and share knowledge with your IT staff
- Enable your IT team to focus on other business priorities

BUSINESS CHALLENGE

Most IT teams prefer focusing on activities other than deploying hyper-converged infrastructure and integrating it with their network. Gaining the most from your investment begins with deploying new appliances into production quickly, with minimal effort.

SERVICE DESCRIPTION

Dell EMC offers ProDeploy Enterprise services to ensure smooth, rapid installation and implementation of Dell EMC VxRail Appliances, so you can maximize return on your VxRail Appliance investment from day one.

ProDeploy for Enterprise

Our standard deployment service includes the following:

- Performs the pre-site Installation Checklist with your team
- Confirms your network and Top-of-Rack switch settings
- Conducts site validation
- Racks, cables, and powers-on the appliance
- Configures and initializes the appliance
- Configures Dell EMC Secure Remote Services (SRS) for the appliance
- Conducts a brief functional overview on essential VxRail Appliance administrative tasks
- Provides remote project management

ProDeploy Plus for Enterprise

This enhanced offering includes the following additional features:

- Guaranteed on-site deployment
- Post-deployment configuration assistance valid for 30 days
- Training credits for Dell EMC Education Services

Additional implementation services are available for larger-scale VxRail Appliance deployments that include multiple appliances or stretch cluster environments. These services include the following:

- Conduct planning and preparation for a multiappliance project
- Deploy multiple appliances at one or more locations
- Configure appliances into a stretch cluster
- Provide best practices guidance
- Conduct a brief functional overview on essential VxRail Appliance administrative tasks

Cooperative Design and Implementation Guidance Services are also available if your team prefers to take a more hands-on role in the deployment, drawing on Dell EMC best practices and guidance.

Data Protection implementation services

Dell EMC provides remote implementation services that help you rapidly take advantage of pre-loaded data services and enhance data protection:

- Implementation for RecoverPoint for Virtual Machines
- Configuration for Data Domain Virtual Edition
- Implementation for Data Domain Cloud Tier
- Implementation for Data Protection Suite for VMware
- Data Erasure for VxRail Appliance

Residency services

Dell EMC Residency services provide converged infrastructure experts to optimize configurations and processes, and share knowledge with your IT staff—enabling you to transition to your new VxRail Appliance capabilities quickly.

Intelligent Data Mobility services

Dell EMC Intelligent Data Mobility (IDM) services draw on our proven, repeatable IDM process to plan and efficiently execute the migration of your VMs and data to the VxRail Appliance.

Expansion and upgrade services

Dell EMC offers services that efficiently install additional hardware nodes, drives, or cache to expand the capacity of your VxRail Appliances. We can also quickly upgrade your VxRail Appliance software to the latest software version, saving your team time and ensuring optimal system performance.

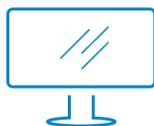
ProSupport for Enterprise

Dell EMC provides a highly convenient, cost-effective, and trusted support experience for VxRail Appliances. You receive one-call, 24X7 global support for VxRail Appliance hardware and software, including access to online support tools and documentation, rapid on-site parts delivery and replacement, access to new software versions, assistance with operating environment updates, and remote monitoring, diagnostics, and repair with Dell EMC Secure Remote Services (SRS). Three support options are available: ProSupport, ProSupport with Mission-Critical Option, and ProSupport Plus.

SERVICE VALUE

VxRail Appliance services provide the following benefits to your organization:

- Maximize return on your VxRail Appliance investment
- Minimize implementation effort through Dell EMC services experts' best practices
- Transition to operations quickly
- Easily expand and optimize your VxRail Appliance
- Get comprehensive, 24x7 support



[Learn more](#) about Dell EMC Converged Infrastructure solutions



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[View more](#) resources



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DELL EMC INTEGRATED DATA PROTECTION APPLIANCE (IDPA) DP4400

Simply powerful data protection at a low cost-to-protect.¹ Guaranteed.

Simple

- **Management:** Automate daily tasks, integration with native management tools
- **Deployment & Upgrade:** Customer installable and upgradeable 2U appliance
- **Grow-in-place and to the cloud:** Grow in place from 8TB to 96TB with simple license keys; extensible to the cloud with no additional hardware⁴

Powerful

- **Efficient cloud:** Cloud Tier for long-term retention to the cloud and Cloud Disaster Recovery with full orchestration
- **Comprehensive coverage:** Wide application ecosystem support
- **VMware-Optimized:** Cost-effective to scale to more VMs, seamless integration with VMware environments
- **High-Performance:** Up to 55:1 dedup, plus fast backups and restores²

@ Low Cost-to-Protect¹

- Avg. cost less than ½ penny per GB/month⁴

Future-Proof Program

- 3-year satisfaction guarantee, clear price support, refresh & recycle, flexible cloud consumption and up to 55:1 deduplication

The IDPA DP4400 is an all-in-one data protection solution that is the perfect mix of simplicity and power for small and mid-size organizations as well as enterprise remote office or branch office (ROBO) environments – delivering a low cost-to-protect¹ and is guaranteed under the Future-Proof Program.

The power of Dell EMC data protection-now for small and mid-size organizations and ROBO

Organizations today, especially small and mid-size organizations, are faced with increased complexity – data growth, application diversity, increased number of users, and resource constraints – driving the need for solutions that enable them to do more with less. Dell EMC is helping customers modernize their data protection installations and replace legacy backup applications.

The IDPA DP4400 is the perfect mix of simplicity and power

The IDPA DP4400 is a converged, all-in-one data protection appliance tailor-made for small and mid-size organizations, as well as enterprise ROBO deployments. It offers complete backup, deduplication, replication, recovery, instant access and restore, search and analytics, and seamless VMware integration – plus, cloud readiness with disaster recovery and long-term retention to the cloud – all in a convenient 2U appliance. While competitive products sacrifice coverage, performance and efficiency in the name of simplicity, the IDPA DP4400 delivers it all without the need to sacrifice – simply powerful data protection at a low cost-to-protect¹ and is guaranteed.

The IDPA DP4400 offers integrated data protection in a 2U, Dell EMC PowerEdge 14G Server platform that combines protection storage, software and cloud readiness – all in a single appliance. It is simple to manage, deploy and upgrade, and grows in place from 8TB to 24TB in 4TB increments and from 24TB to 96TB in 12TB increments – all with license keys, requiring no additional hardware, downtime or complexity.⁴

The IDPA DP4400 is powerful in its comprehensive coverage, performance and cloud readiness. It supports a wide application ecosystem and has been optimized for VMware ecosystems, with up to 55:1 deduplication² for protection of approximately 5PB of logical data with a 2U, 96TB appliance. With native Cloud Tier for long-term retention, the IDPA DP4400 can protect up to 14.4PB data – all

Density and performance

- Up to 288TB (usable), 14.4PB (logical) capacity with Cloud Tier
- Faster performance with NVMe flash
- Faster restore performance with multi-stream restores

Enterprise Applications

- Oracle, SAP, Microsoft Exchange, SharePoint, SQL Server, Sybase, MySQL, MongoDB, Pivotal Greenplum, IBM DB2, Lotus Notes, and more
- Hypervisors: VMware, Microsoft Hyper-V and KVM
- All major file systems, including Windows, Linux, HP-UX, AIX, Solaris, Mac OS and more

Native Cloud Tier

- Public, private or hybrid cloud support with no additional hardware
- Amazon Web Services, Dell EMC Elastic Cloud Storage, Microsoft Azure, VMware, IBM Cloud Object Storage, Good Cloud Platform, Alibaba Cloud and Ceph
- Reduced cost for long-term retention capacity management with space estimator tool

Native Cloud Disaster Recovery

- End-to-end orchestration
- Failover in 3 clicks, failback in 2 clicks³
- Amazon Web Services, Microsoft Azure, or VMware Cloud on AWS

without the need for additional hardware. It also offers efficient and cost-effective native Cloud Disaster Recovery (to Amazon AWS, Microsoft Azure and VMware Cloud on AWS) with end-to-end orchestration – failover in 3 clicks, and failback in 2 clicks.³

The IDPA DP4400 is also optimized for VMware environments. With its seamless VMware integration, the DP4400 empowers vSphere admins to perform the most common backup and recovery tasks directly from the native vSphere UI. With automation across the entire VMware data protection stack (VM deployment, deployment of proxies and movement of data to protection storage), the DP4400 makes it easy and cost-effective to scale up to protect more VMs. It provides faster VMware backups and recoveries, and more efficient networking and capacity with its leading deduplication and bandwidth utilization.

With all these capabilities, the IDPA DP4400 delivers the industry's low cost-to-protect.¹ It is also included in the Future-Proof Program that features up to 55:1 deduplication guarantee.

Future-Proof Program: 3-year Satisfaction Guarantee & Up to 55:1 Deduplication

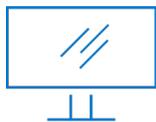
The IDPA DP4400 has been added to the Dell EMC Future-Proof Program, giving customers additional peace of mind with guaranteed satisfaction and investment protection for future technology changes.

Customers get a guarantee for deduplication rates up to 55:1, a 3-year satisfaction guarantee, flexible cloud consumption, clear price support and refresh & recycle at no additional cost with the purchase of ProSupport agreement.

Dell EMC Integrated Data Protection Appliance Family

	DP4400	DP5800	DP8300	DP8800
Backup Ingest	Up to 9 TB/hr	Up to 32 TB/hr	Up to 41 TB/hr	Up to 68 TB/hr
Logical Capacity ³	80 TB to 4.8 PB ¹ Up to 14.4 PB ²	960 TB to 14.4 PB ¹ Up to 43.2 PB ²	1.9 to 36 PB ¹ Up to 108 PB ²	6.2 to 50 PB ¹ Up to 150 PB ²
Usable Capacity	8 to 96 TBu ^{1,5} Up to 288 TBu ²	96 to 288 TBu ¹ Up to 864 TBu ²	192 to 720 TBu ¹ Up to 2.16 PBu ²	624 TBu to 1 PBu ¹ Up to 3 PBu ²

¹ Total capacity on active tier only ²Total capacity with cloud tier add-on for long-term retention ³ Logical capacity based on 10x to 50x deduplication



[Learn More](#) about
Dell EMC IDPA



[Contact](#) a Dell Technologies Expert

¹ Based on ESG Technical Review commissioned by Dell Technologies, "Efficiently Protect Virtual Environments with Integrated Data Protection Appliances from Dell EMC", January 2020, comparing Dell EMC IDPA DP5800 vs. a leading competitive hyperconverged data protection appliance solution from Vendor X. Actual results may vary.
² Based on Future-Proof Program data protection deduplication guarantee.
³ According to Dell internal testing, February 2020.
⁴ If starting at less than 24TB, a simple field upgrade kit is required to bridge from 24TB to larger capacities. The upgrade process will require an IDPA 2.4.1 service pack update and is expected to take up to 90 minutes to complete.
⁵ Dell EMC Information Technology Equipment is compliant with all currently applicable regulatory requirements for Electromagnetic Compatibility, Product Safety, and Environmental Regulations where placed on market. Regulatory information and verification of compliance is available at Dell Regulatory Compliance site. http://dell.com/regulatory_compliance

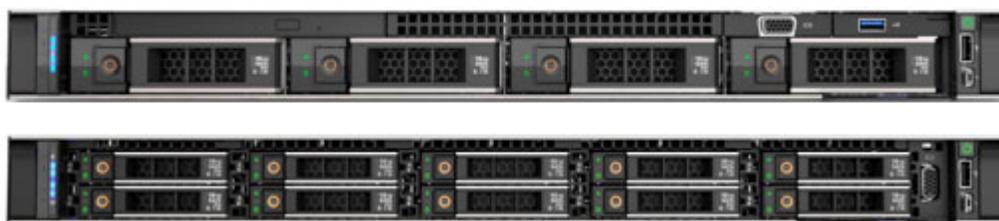
Hardware, Specifications, Quantities, and Configuration

Dell EMC PowerEdge R640 Server

Dell EMC PowerEdge 14th generation servers, including the R640, are the bedrock of the modern software-defined data center. They provide a foundation for individual server solutions, application ready nodes, ready bundles, hyper-converged infrastructure, and hybrid cloud solutions.

The PowerEdge R640 is Dell EMC's 2-socket, 1U rack server designed to run complex workloads using highly scalable memory, I/O, and network options. These servers feature the 2nd Generation Intel Xeon Scalable Processor family with up to 24 DIMMs, PCI Express (PCIe) 3.0 enabled expansion slots, and a choice of network interface technologies to cover NIC and rNDC.

The PowerEdge R640 adds new storage capacity options, making it well-suited for software defined storage and data-intensive applications that require greater storage, while not sacrificing I/O performance.



Dell EMC PowerEdge R640

PowerEdge R640 is a general purpose rack server capable of supporting a wide range of workloads. It is particularly well suited for the following workloads:

- High-performance Computing (HPC): Dell EMC Validated Solutions for HPC
- Virtualization: dense, powerful compute node
- Dense Software Defined Storage: ScaleIO, VSAN, XC (Nutanix)
- Service Providers: application tier
- Dense Private Cloud

1U dense scale out compute for high performance

- Optimized Workload tuning: Deploy faster for key workloads like HPC, database and virtualization;
- Low Latency and high performance: Up to 10 NVMe (12 total) 2.5" drives with a direct-to-IO connection for latency-sensitive applications;
- Intelligent automation: New OpenManage Enterprise console delivers crystal clear reporting and full lifecycle automation;
- Integrated Security: Cyber resilient architecture, integrated into full server lifecycle – from design to retirement.

PowerEdge R640 server is easy to deploy from planning, to basic hardware installations, to complex integrations. ProDeploy Enterprise Suite can save you time and reduce cost in implementing and

maintaining new systems. ProSupport Plus will improve the performance and stability of critical systems and workloads with automated, proactive and predictive measures. Dell OpenManage portfolio and Dell Active System Manager will achieve dramatic improvements in IT productivity and agility.

Dell EMC PowerEdge servers, including R640, provide a scalable business architecture, intelligent automation and integrated security for your workloads from traditional applications and virtualization to cloud-native workloads.

Transformation Simplified

- Up to two 2nd Generation Intel Xeon Scalable processors, up to 28 cores per processor
- Free up storage space leveraging internal M.2 SSD's optimized for boot
- Maximize application performance with up to 12 NVDIMMs or 12 Intel Optane DC persistent memory DCPMMs
- Increase IOPS up to 50% with 4x the cache on PERC 10 RAID controllers

Automate Productivity

- Get up to 4x performance improvement with common management tasks with iDRAC9's new dual-core ARM processor (compared with iDRAC8)
- Use the same next-generation of embedded automation to standardize BIOS and secure boot configuration, firmware updates, server asset inventory, health monitoring, and power/reset control across all PowerEdge servers
- Proactive automated support embedded reduce IT effort by up to 72%¹

Comprehensive Security

- Fully signed firmware updates; embedded trust only allows authenticated code to run
- Security lockdown that protects your server configuration and firmware (BIOS, iDRAC, & RAID) from malicious changes
- Secure instant erase for HDDs, SSDs, NVMs
- New, more secure unique default password
- Redfish, new REST-based management API, is more secure and scalable than legacy IPMI

Highlights

- Highly optimized air flow design which enabling tremendous configuration flexibility and industry leading energy efficiency
- Out of band management architecture facilitating rapid bare metal deployment and remediation regardless of OS state
- Embedded SupportAssist reducing troubleshooting and downtime with embedded diagnostics and automated case creation

¹ Based on June 2018 Principled Technologies Report commissioned by Dell EMC, "Save time and IT effort resolving server hardware issues with ProSupport Plus and SupportAssist", compared to Basic Warranty without SupportAssist. Actual results will vary. Full report: <http://facts.pt/olccpk>.

Dell EMC VMware vSAN Ready Nodes for VDI

Dell EMC VMware vSAN Ready Nodes for VDI are built on Dell EMC PowerEdge servers that have been configured, tested and certified to run VMware vSAN™ and ESXi. VMware vSAN Ready Nodes for VDI include just the right amount of CPU, memory, network input/output (I/O) controllers, hard disk drives (HDDs) and solid-state drives (SSDs) that are well-suited for VDI workloads on VMware vSAN.

VMware vSAN Ready Nodes help you reduce project risk and improve storage efficiency with a VMware vSAN building block that's quick to scale. vSAN Ready Nodes are pre-configured building blocks that reduce deployment risks with certified configurations, improve storage efficiency by up to 50%², and can help you build or scale your vSAN cluster faster.¹⁴ Whether you're just getting started, and/or expanding your existing VMware environment, Dell EMC is here for you every step of the way with consulting, education, deployment and support services for the entire solution.

Reduce project risk

Dell EMC vSAN Ready Nodes are jointly validated solutions in tested and certified server configurations for accelerating vSAN deployment. Dell EMC and VMware have collaborated on vSAN for more than five years, putting the technology through thousands of hours of testing.

Improve storage efficiency

Dell EMC vSAN Ready Nodes improve storage efficiency while reducing capital expense (CapEx) with server-side economics, affordable flash and grow-as-you-go scaling. Reducing the time and effort it takes to deploy and manage compute and storage infrastructure reduces operational expense (OpEx).

Scale quickly

Dell EMC vSAN Ready Nodes enable easy deployment with factory-installed, pre-configured and pre-tested configurations for a range of needs. Faster configuration, fewer update steps, and reduced time for maintenance, troubleshooting and resolution all add up to a solution that scales quickly.

². "VMware vSAN 6.7 datasheet," August 2018.

Dell EMC Ready Architectures on VMware vSAN Ready Node for VDI

Enable simplified client virtualization on VMware Horizon or Citrix XenDesktop

Highlights and benefits

- Predictable performance from the first to the last user
- Control over the system build and components
- Reduce cost and complexity
- Improved performance and user experience
- Use existing management tools and hardware platforms
- High-end virtualized graphics with 3x NVIDIA GRID GPU with M10 and M60

Differentiation & Use cases

- Setup in less than 15 minutes
- For customers who value easiness and predictable scalability
- VDI deployments on VMware vSAN SDS technology and vSphere
- VMware Horizon and Citrix XenDesktop customers wanting simplified virtualized storage
- IT resources that do not necessarily include storage specialists

VMware vSphere, vCenter, ESXi, and vSAN

VMware Horizon or Citrix XenDesktop



PowerEdge R640, R740 and R740xd

NVIDIA GRID M10 or M60 GPUs

Choice of Hybrid or All Flash storage configurations

End-to-end reference architectures including end points

Configuration Details

Dell EMC Ready Solutions for VDI have been designed in three top-level overarching configurations that apply to the available physical platforms (for CPU, RAM and storage):

- The **A3** configuration is perfect for small scale, proof-of-concept (PoC) or low-density, cost-conscious environments.
- The **B5** configuration is geared toward larger-scale general-purpose workloads, balancing performance and cost-effectiveness.
- The **C7** is the premium configuration offering an abundance of high-performance features and maximizing user density.

Dell EMC VMware vSAN Ready Nodes for VDI

Component	Configuration Options
Dell EMC PowerEdge Servers	R640 (1U—AF) R740/R740xd (2U)
Intel® Xeon® processor	A3: 4114 (2x 10-core) / B5: 5120 (2x 14-core) / C7: 6138 (2x 20-core)
Memory: RAM (RDIMM @2667 MT/s)	A3: 192GB (12x 16GB) / B5: 384GB (12x 32GB) / C7: 768GB (24x 32GB)
Storage controller	PERC HBA330
Boot device	2x 120GB M.2 BOSS or 2x 16GB SD module
Storage (hybrid)	Cache: 2x 400GB/400GB/800GB SSD 2.5" Capacity in R640: 2x/4x/6x 1.8TB HDD 2.5"

	Capacity in R740/R740xd: 2x 1.8TB/4x 1.8TB/6x 1.2TB HDD 2.5"
Storage (AF: All Flash)	Capacity (all form factors): 2x/4x/6x 1.92TB SSD 2.5"
NVIDIA Tesla GPU (in 2U servers only)	3x M10,* 3x M60, 3x P40
Network	Intel X710 QP 10Gb SFP (NDC)
iDRAC	iDRAC Enterprise 9
Power	2x 1100W PSUs (without GPU) or 2x 2000W (with GPU)
Hypervisor	ESXi
SDS	VMware vSAN
Connection broker	Horizon, XenDesktop
Management	Dell EMC OpenManage
Software	VMware vCenter

Enabling Technologies

Dell EMC vSAN Ready Nodes combine a wide range of PowerEdge servers with VMware vSAN software into a ready-to-order package.

The 14th generation of **Dell EMC PowerEdge servers** are engineered to deliver unmatched performance and versatile configurations, including flash storage, the latest processors, Boot Optimized Storage Solution (BOSS) option, greater memory bandwidth, and flexible local storage — new NVMe drives — to meet the demands of VDI.

Dell EMC Storage solutions — from high-performance All-Flash Arrays to hybrid flash and scale-out NAS storage — help you efficiently store, protect and manage information so you can do more, move faster and perform better.

Dell EMC Networking solutions are future-ready and based on open standards to help you improve network performance, lower networking costs, and remain flexible to adopt new innovations.

Citrix XenServer is a hypervisor platform optimized for application, desktop and server virtualization infrastructures. Consolidation and containment of workloads enable you to transform IT compute infrastructures.

Citrix XenDesktop/XenApp provides secure remote access to employees while cutting IT costs with a virtual app and desktop solution that delivers applications or full virtual desktops from any cloud — public, on-premises or hybrid.

VMware vSphere® optimizes performance, availability and efficiency for infrastructure and applications, making it the ideal foundation for any cloud environment.

VMware ESXi is a purpose-built bare-metal hypervisor that installs directly onto a physical server. With direct access to and control of underlying resources, ESXi is more efficient than hosted architectures and can effectively partition hardware to increase consolidation ratios and cut costs.

VMware vSAN powers industry-leading HCI solutions with a vSphere-native, high-performance architecture. It delivers high-performance, flash-optimized, hyper-converged storage for any application — at a fraction of the cost of traditional, purpose-built storage and other, less efficient, HCI solutions.³

VMware Horizon provides virtual desktop brokering capabilities to radically transform traditional VDI, giving you unprecedented simplicity, flexibility, speed and scale — all at lower costs.

VMware vCenter Server® provides centralized visibility, proactive management and extensibility for vSphere from a single console, allowing IT to automate and deliver a virtual infrastructure with confidence.

VMware vSAN Ready Nodes provide the most flexible server options to build HCI based on VMware vSAN.

NVIDIA® GRID™ brings the power of NVIDIA Tesla® GPUs to virtual workstations, desktops and apps, for an immersive experience for everyone from designers to mobile professionals to office workers. NVIDIA GRID GPUs are validated only on the VMware ESXi offerings.

Wyse thin clients

Complete your solution with Wyse thin clients that are purpose-built for VDI environments to provide optimum security and performance. Wyse thin clients integrate easily into any virtualized or web-based infrastructure to deliver a high-quality computing experience.

			
3000 series	5000 series	7000 series	All-in-one thin clients
For task workers and knowledge workers running a broad variety of business applications.	For knowledge workers and power users requiring access to a wide variety of applications, including 3D graphics and HD multimedia.	For power users who demand the best performance and connectivity with a wide range of peripherals.	Secure all-in-one delivers an excellent virtual desktop experience with extreme ease of use and management.

Wyse thin and zero clients maximize security and optimize management and efficiency by centralizing data, applications and resources. Designed to deliver flexible access to virtual desktops and virtualized applications, Wyse thin clients provide instant functionality and performance to meet the demands of processing-intensive applications.

³. HCI powered by vSAN can lower total cost of ownership up to 50% due to hardware choice, server-side economics, and affordable flash. “Hyper-Converged Infrastructure Powered by vSAN,” VMware.com.

Delivering premier desktop security, manageability and reliability, Wyse thin and zero clients are certified to work with Citrix, Microsoft and VMware and allow increased productivity with a broad range of highly secure endpoints designed for both stationary and mobile users, from task workers to the most demanding power users.

Choosing the correct thin client OS to meet user needs and business requirements is crucial to success. Dell EMC offers a spectrum of thin client operating systems that are easier to manage, more secure, and more flexible with broader peripheral support:

- Windows Embedded and Windows 10 IoT Enterprise deliver the greatest flexibility and broadest peripheral support and are highly secure.
- Wyse ThinLinux OS is versatile and multi-functional.
- Wyse ThinOS is optimized for maximum thin client security and performance.

Wyse software enhances the user experience and makes thin client configuration and management easy with both cloud and on-premises options:

- Wyse Management Suite is a powerful, secure and highly scalable solution for managing and optimizing Wyse endpoints.
- Wyse Converter for PCs extends the life of existing traditional PCs by converting them into thin clients to gain security and manageability in a simple software solution.

Dell EMC VxRail

As the only fully integrated, pre-configured, and tested HCI system powered by VMware vSAN, Dell EMC VxRail™ is the easiest and fastest way to extend a VMware environment.



Dell EMC VxRail Hyperconverged Infrastructure

VxRail has set a new standard for hyperconverged infrastructure as IT organizations look to solutions that simplify and improve operational efficiency. VxRail combines virtualization, compute, storage, management, and data protection with a single point of support for both the hardware and software.

Dell EMC VxRail HCI System Software consists of multiple, integrated software elements that extend VMware native capabilities to deliver a seamless and automated operational experience, keeping the infrastructure in continuously validated states to ensure workloads are consistently up and running. You can also choose the vSAN software that best meets your needs with flexible vSAN licensing. VxRail ships with vCenter Server and vRealize Log Insight and can support a broad range of vSphere license you bring or buy from Dell EMC.

Based on the latest industry-leading PowerEdge servers, VxRail offers next-generation technologies that future proof your infrastructure. With multiple configuration options including choice of Intel Xeon Scalable processors or AMD EPYC processors, VxRail is the most configurable HCI system. NVMe drives and Intel Optane SSDs provide additional caching options to dramatically bolster application response time. Support for Intel Optane Persistent Memory offers high performance and significantly increased memory capacity for select VxRail platforms. When it comes to connectivity, VxRail has options ranging from 1 GbE up to 100 GbE network offering significant aggregate bandwidth and Fibre Channel adapters enabling connectivity to arrays for high density storage applications. Additionally, NVIDIA graphic cards are used for scaling high performance virtual graphics and compute.

VxRail's purpose-built platforms deliver data services, resiliency, and QoS, enabling faster, better, and simpler delivery of a broad range of workloads including virtual desktops, databases, business-critical applications, AI/ML and edge applications. It's easy to see why IT organizations in industries including finance, government and public sector, technology and healthcare and manufacturing and distribution are choosing VxRail to modernize their IT infrastructure.

The VxRail portfolio includes:

- **E Series** – Low-profile, cost-effective, “everything” system with the ability to start with 3 nodes for core to edge deployments
- **P Series** – Performance-intensive platform optimized for heavy workloads and databases including SAP HANA, HPC and AI/ML
- **D Series** – Ruggedized, short-depth platform for workloads at the edge, in extreme environments and space-constrained areas
- **V Series** – VDI-optimized, graphics-ready platform with support for up to 3 graphics accelerators for specialized use cases such as high-end 2D/3D visualization
- **S Series** – Storage and memory dense, capacity-optimized for demanding applications such as Microsoft SharePoint, Microsoft Exchange, big data, and analytics
- **G Series** – General-purpose platform for broad HCI use cases

Compute and memory					
	Processors	Cores	Frequency	Memory	Optane PMem*
E Series	Single or dual Intel® Xeon® Scalable Gen 1 and Gen 2	4–56	1.9 GHz–3.8 GHz	64 GB–3072 GB	1536 GB–3072 GB
P Series	Single, dual, or quad Intel® Xeon® Scalable Gen 1 and Gen 2	4–112	1.9 GHz–3.8 GHz	64 GB–6144 GB	1536 GB–6144 GB
V Series	Dual Intel® Xeon® Scalable Gen 1 and Gen 2	8–56	2.1 GHz–3.8 GHz	192 GB–3072 GB	N/A
D Series	Single or dual Intel® Xeon® Scalable Gen 1 and Gen 2	4–48	1.9 GHz–3.8 GHz	64 GB–1024 GB	N/A
G Series	Single or dual Intel® Xeon® Scalable Gen 1 and Gen 2	4–56	1.9 GHz–3.8 GHz	64 GB–2048 GB	N/A
S Series	Single or dual Intel® Xeon® Scalable Gen 1 and Gen 2	4–56	1.9 GHz–3.8 GHz	64 GB–3072 GB	N/A

E Series (AMD)	Single 2nd Generation AMD EPYC™	8–64	2.0–3.2 GHz	64 GB–1024 GB	N/A
*Intel Optane persistent memory is only supported in App Direct mode					

Storage						
	Cache	Flash	Hybrid	NVMe	Drive bays	Disk groups
E Series	Up to 1600 GB SAS 375 GB Intel Optane 1600 GB NVMe	Up to 61.44 TB SAS <i>or</i> Up to 30.72 TB SATA	Up to 19.2 TB SAS	Up to 32 TB	10 x 2.5"	2
P Series	Up to 1600 GB SAS 375 GB Intel Optane 1600 GB NVMe	Up to 153.6 TB SAS <i>or</i> Up to 76.8 TB SATA	Up to 48 TB SAS	Up to 80 TB	24 x 2.5"	4
V Series	Up to 1600 GB SAS	Up to 153.6 TB SAS <i>or</i> Up to 76.8 TB SATA	Up to 48 TB SAS	N/A	24 x 2.5"	4
D Series	Up to 1600 GB SAS	Up to 46.1 TB SAS <i>or</i> Up to 23.0 TB SATA	Up to 14.4 TB SAS	N/A	8 x 2.5"	2
G Series	Up to 1600 GB SAS 375 GB Intel Optane 1600 GB NVMe	Up to 38.4 TB SAS <i>or</i> Up to 19.2 TB SATA	Up to 12 TB SAS	N/A	6 x 2.5"	1
S Series	Up to 1600 GB SAS	N/A	Up to 96 TB NL SAS	N/A	12 x 3.5" plus 2 x 2.5"	2
E Series (AMD)	Up to 1600 GB SAS 375 GB Intel Optane 1600 GB NVMe	Up to 46.1 TB SAS <i>or</i> Up to 23.0 TB SATA	Up to 14.4 TB SAS	Up to 32 TB	8 x 2.5" (All flash/hybrid) <i>or</i> 10 x 2.5" (All NVMe)	2

Environmental and Certifications					
	Ambient operating temperature	Storage temperature range	Operating relative humidity	Operating altitude with no deratings	Heat dissipation
E Series	10°C to 30°C 50°F to 86°F	-40°C to +65°C -40°F to +149°F	10% to 80% (non-condensing)	3048m approx. 10,000 ft	4100 BTU/h
P Series	10°C to 30°C 50°F to 86°F	-40°C to +65°C -40°F to +149°F	10% to 80% (non-condensing)	3048m approx. 10,000 ft	6000 BTU/h
V Series	10°C to 30°C 50°F to 86°F	-40°C to +65°C -40°F to +149°F	10% to 80% (non-condensing)	3048m approx. 10,000 ft	7500 BTU/h
D Series*	5°C to 45°C 41°F to 113°F	-40°C to +70°C -40°F to +158°F	5% to 85% relative humidity with 29°C (84.2°F) maximum dew point	15,000 ft for 1 hour after stabilization	2891 BTU/h
G Series	10°C to 30°C 50°F to 86°F	-40°C to +65°C -40°F to +149°F	10% to 80% (non-condensing)	3048m approx. 10,000 ft	9000 BTU/h (4-node chassis)
S Series	10°C to 25°C 50°F to 77°F	-40°C to +65°C -40°F to +149°F	10% to 80% (non-condensing)	3048m approx. 10,000 ft	4416 BTU/h
E Series (AMD)	10°C to 35°C 50°F to 95°F	-40°C to +65°C -40°F to +149°F	8% to 80% (non-condensing)	3048m approx. 10,000 ft	2107 BTU/h

*D56F is MIL-STD 810G certified



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000064563397.5	Sales Rep	Renee Hernandez
Total	\$24,006.20	Phone	(800) 456-3355, 6179156
Customer #	21539560	Email	Renee_Hernandez@Dell.com
Quoted On	Jul. 15, 2020	Billing To	ACCOUNTS PAYABLE
Expires by	Aug. 14, 2020		STILLWATER AREA SCHOOLS 834
Solution ID	12727271		1875 SOUTH GREELEY ST
Deal ID	18251846		TECHNOLOGY
			STILLWATER, MN 55082-6079

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Renee Hernandez

Shipping Group

Shipping To	Shipping Method	Install At
BILL BYLAND STILLWATER AREA SCHOOLS 834 5701 STILLWATER BLVD N STILLWATER, MN 55082-1030 (651) 351-8394	Standard Delivery	ACCOUNTS PAYABLE STILLWATER AREA SCHOOLS 834 1875 SOUTH GREELEY ST TECHNOLOGY STILLWATER, MN 55082-6079 (651) 351-8394

Solution Name

Stillwater ISD - RFP - Stand-alone
R440s

Product	Unit Price	Qty	Subtotal
PowerEdge R440 - [amer_r440_12423]	\$6,001.55	4	\$24,006.20

Subtotal:	\$24,006.20
Shipping:	\$0.00
Non-Taxable Amount:	\$24,006.20
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$24,006.20
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Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

BILL BYLAND
 STILLWATER AREA SCHOOLS 834
 5701 STILLWATER BLVD N
 STILLWATER, MN 55082-1030
 (651) 351-8394

Shipping Method

Standard Delivery

Install At

ACCOUNTS PAYABLE
 STILLWATER AREA SCHOOLS 834
 1875 SOUTH GREELEY ST
 TECHNOLOGY
 STILLWATER, MN 55082-6079
 (651) 351-8394

Solution Name

Stillwater ISD - RFP - Stand-alone
 R440s

	Qty	Subtotal
PowerEdge R440 - [amer_r440_12423]	4	\$24,006.20

Estimated delivery if purchased today:

Jul. 31, 2020

Contract # C000000012056

Customer Agreement # 97222

Description	SKU	Unit Price	Qty	Subtotal
PowerEdge R440 Server	210-ALZE	-	4	-
PowerEdge R440 MLK Motherboard V2	384-BCHR	-	4	-
Trusted Platform Module 1.2	461-AAEL	-	4	-
2.5" Chassis with up to 8 Hot Plug Hard Drives	321-BCUV	-	4	-
Internal PERC	405-AAOM	-	4	-
PowerEdge R440 Shipping	340-BSFX	-	4	-
PowerEdge R440 x8 Shipping Material, V2	340-COSL	-	4	-
PowerEdge R440 CE, CCC, BIS Marking	389-DSXL	-	4	-
Intel Xeon Silver 4210R 2.4G, 10C/20T, 9.6GT/s, 13.75M Cache, Turbo, HT (100W) DDR4-2400	338-BVKD	-	4	-
Intel Xeon Silver 4210R 2.4G, 10C/20T, 9.6GT/s, 13.75M Cache, Turbo, HT (100W) DDR4-2400	338-BVKD	-	4	-
Additional Processor Selected	379-BDCO	-	4	-
Standard Heat Sink	412-AAJT	-	4	-
Standard Heat Sink for 2nd CPU	412-AAJU	-	4	-
2666MT/s RDIMMs	370-ADNU	-	4	-
Performance Optimized	370-AAIP	-	4	-
RAID 1	780-BCDN	-	4	-
PERC H330 RAID Controller, Adapter, Low Profile	405-AANP	-	4	-
BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),FH	403-BCHP	-	4	-
No Operating System	619-ABVR	-	4	-
No Media Required	421-5736	-	4	-
iDRAC9,Enterprise	385-BBKT	-	4	-
OpenManage Enterprise Advanced	528-BIYY	-	4	-
iDRAC Group Manager, Enabled	379-BCQV	-	4	-
iDRAC,Factory Generated Password	379-BCSF	-	4	-

Riser Config 1, 1 x 16 FH	330-BBHL	-	4	-
On-Board LOM	542-BBBP	-	4	-
DVD ROM, SATA, Internal	429-ABBR	-	4	-
Dual, Hot Plug, Redundant Power Supply (1+1), 550W	450-AGOY	-	4	-
Standard Bezel	325-BCHH	-	4	-
Dell EMC Luggage Tag	350-BBKT	-	4	-
Quick Sync 2 (At-the-box mgmt)	350-BBKQ	-	4	-
Performance BIOS Settings	384-BBBL	-	4	-
ReadyRails Sliding Rails With Cable Management Arm	770-BCKT	-	4	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	4	-
US Order	332-1286	-	4	-
Dell Hardware Limited Warranty Plus Onsite Service	815-3441	-	4	-
ProSupport Plus: Mission Critical: 4-Hour 7x24 Onsite Service with Emergency Dispatch, 3 Years	815-3503	-	4	-
ProSupport Plus: Mission Critical: 4-Hour 7x24 Onsite Service with Emergency Dispatch, 2 Years Extended	815-3507	-	4	-
ProSupport Plus: Mission Critical: 7x24 HW/SW Technical Support and Assistance, 5 Years	815-3508	-	4	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	4	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	4	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment	804-6750	-	4	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment Verification	804-6751	-	4	-
ProDeploy Plus Training Credits 300 Redeem at education.dellemc.com Expires 1Yr from Order Date	812-4005	-	4	-
8GB RDIMM, 2666MT/s, Single Rank	370-ADNI	-	48	-
960GB SSD SATA Mixed Use 6Gbps 512e 2.5in Hot Plug S4610 Drive, 3 DWPD, 5256 TBW	400-BDSI	-	8	-
Broadcom 57416 Dual Port 10 GbE SFP+ Network LOM Mezz Card	540-BBZE	-	4	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	8	-

Subtotal:	\$24,006.20
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$24,006.20

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000064566431.10	Sales Rep	Renee Hernandez
Total	\$248,413.43	Phone	(800) 456-3355, 6179156
Customer #	21539560	Email	Renee_Hernandez@Dell.com
Quoted On	Jul. 15, 2020	Billing To	ACCOUNTS PAYABLE
Expires by	Aug. 14, 2020		STILLWATER AREA SCHOOLS 834
Solution ID	12728185		1875 SOUTH GREELEY ST
Deal ID	18251846		TECHNOLOGY
			STILLWATER, MN 55082-6079

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Renee Hernandez

Shipping Group

Shipping To	Shipping Method	Install At
BILL BYLAND STILLWATER AREA SCHOOLS 834 5701 STILLWATER BLVD N STILLWATER, MN 55082-1030 (651) 351-8394	Standard Delivery	ACCOUNTS PAYABLE STILLWATER AREA SCHOOLS 834 1875 SOUTH GREELEY ST TECHNOLOGY STILLWATER, MN 55082-6079 (651) 351-8394

Solution Name

Stillwater ISD - RFP - vSAN Ready
Node Solution

Product	Unit Price	Qty	Subtotal
VSAN Ready Node R640 - [amer_vsan_r640_12947]	\$36,611.42	4	\$146,445.68
RecoverPoint for VM (15-99 VM) ,5YR=IB	\$248.00	100	\$24,800.00

ProSupport Plus Mission Critical, RecoverPoint for Virtual Machines, 15-99 VMs, 5 Years	\$744.00	100	\$74,400.00
ProDeploy Plus Dell EMC Base RecoverPoint for Virtual Machines Local Replication	\$2,767.75	1	\$2,767.75
			<hr/>
	Subtotal:		\$248,413.43
	Shipping:		\$0.00
	Non-Taxable Amount:		\$248,413.43
	Taxable Amount:		\$0.00
	Estimated Tax:		\$0.00
			<hr/>
	Total:		\$248,413.43

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

BILL BYLAND
 STILLWATER AREA SCHOOLS 834
 5701 STILLWATER BLVD N
 STILLWATER, MN 55082-1030
 (651) 351-8394

Shipping Method

Standard Delivery

Install At

ACCOUNTS PAYABLE
 STILLWATER AREA SCHOOLS 834
 1875 SOUTH GREELEY ST
 TECHNOLOGY
 STILLWATER, MN 55082-6079
 (651) 351-8394

Solution Name

Stillwater ISD - RFP - vSAN Ready
 Node Solution

	Qty	Subtotal
VSAN Ready Node R640 - [amer_vsan_r640_12947]	4	\$36,611.42

Estimated delivery if purchased today:

Jul. 31, 2020

Contract # C000000012056

Customer Agreement # 97222

Description	SKU	Unit Price	Qty	Subtotal
R640,VSAN-RN,AF Server	210-APMM	-	4	-
PowerEdge R640 MLK Motherboard	329-BEIJ	-	4	-
Trusted Platform Module 1.2	461-AAEL	-	4	-
2.5 Chassis with up to 10 Hard Drives and 3PCIe slots	321-BCQL	-	4	-
PowerEdge R640 Shipping	340-BKNE	-	4	-
PowerEdge R640 x4 and x10 Drive Shipping Material	340-COPR	-	4	-
PowerEdge R640 CE, CCC, BIS Marking	389-DSVE	-	4	-
Intel Xeon Gold 5218 2.3G, 16C/32T, 10.4GT/s, 22M Cache, Turbo, HT (125W) DDR4-2666	338-BRVH	-	4	-
Intel Xeon Gold 5218 2.3G, 16C/32T, 10.4GT/s, 22M Cache, Turbo, HT (125W) DDR4-2666	338-BRVH	-	4	-
Additional Processor Selected	379-BDCO	-	4	-
DIMM Blanks for System with 2 Processors	370-ABWE	-	4	-
Standard 1U Heatsink	412-AAIQ	-	4	-
Standard 1U Heatsink	412-AAIQ	-	4	-
2933MT/s RDIMMs	370-AEPP	-	4	-
Performance Optimized	370-AAIP	-	4	-
No RAID	780-BCDI	-	4	-
HBA330 12Gbps SAS HBA Controller (NON-RAID), Minicard	405-AAJU	-	4	-
BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),LP	403-BCHI	-	4	-
VMware ESXi 6.7 U3 Embedded Image (License Not Included)	634-BRIO	-	4	-
No Media Required	421-5736	-	4	-
iDRAC9,Enterprise	385-BBKT	-	4	-
OpenManage Enterprise Advanced	528-BIYY	-	4	-
iDRAC Group Manager, Disabled	379-BCQY	-	4	-
iDRAC,Legacy Password	379-BCSG	-	4	-

Riser Config 2, 3x16 LP	330-BBGN	-	4	-
Intel X710 Quad Port 10GbE SFP+, rNDC	555-BCKP	-	4	-
OpenManage Integration for VMware vCenter - 1 host increment, 5 year license - Digitally Fulfilled	634-BJBC	-	4	-
No Internal Optical Drive	429-AAIQ	-	4	-
8 Performance Fans for R640	384-BBQI	-	4	-
Dual, Hot-plug, Redundant Power Supply (1+1), 750W	450-ADWS	-	4	-
Dell EMC Ready Nodes 1U Standard Bezel	325-BCZO	-	4	-
Luggage Tag for x10, VSAN RN R640	350-BBQT	-	4	-
Quick Sync 2 (At-the-box mgmt)	350-BBKC	-	4	-
Performance BIOS Settings	384-BBBL	-	4	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	4	-
ReadyRails Sliding Rails With Cable Management Arm	770-BBBL	-	4	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	4	-
US Order	332-1286	-	4	-
IDM/ Personality Module for VSAN RN R640	350-BBQU	-	4	-
Dell Hardware Limited Warranty Plus On-Site Service	813-9255	-	4	-
ProSupport Plus: Mission Critical: 4-Hour 7x24 Onsite Service with Emergency Dispatch, 2 Years Extended	821-2106	-	4	-
ProSupport Plus: Mission Critical: 4-Hour 7x24 Onsite Service with Emergency Dispatch, 3 Years	821-2108	-	4	-
ProSupport Plus: Mission Critical: 7x24 HW/SW Technical Support and Assistance, 5 Years	821-2115	-	4	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	4	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	4	-
ProDeploy Plus Add-On: VMware vSAN (Requires ProDeploy Plus)	815-4077	-	4	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment	804-6750	-	4	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment Verification	804-6751	-	4	-
ProDeploy Plus Training Credits 300 Redeem at education.dellemc.com Expires 1Yr from Order Date	812-4005	-	4	-
Virtual SAN Ready Node,5 Years	815-9082	-	4	-
64GB RDIMM, 2933MT/s, Dual Rank	370-AEQD	-	48	-
800GB SSD SAS Mix Use 12Gbps 512e 2.5in Hot-plug AG Drive, 3 DWPD, 4380 TBW	400-AZQO	-	8	-
3.84TB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD, 7008 TBW	400-AXSK	-	32	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	8	-
VMware HCI Kit Advanced, 1 CPU (max 32 cores/CPU socket), 5YR License/Maintenance	528-BENB	-	8	-
ProSupport for Software, VMware HCI Kit - Advanced, 5 Years	821-5280	-	8	-
			Qty	Subtotal
RecoverPoint for VM (15-99 VM) ,5YR=IB		\$248.00	100	\$24,800.00

Estimated delivery if purchased today:

Jul. 22, 2020

Contract # C000000012056

Customer Agreement # 97222

Description	SKU	Unit Price	Qty	Subtotal
RecoverPoint for VM (15-99 VM) ,5YR=IB	528-BFPZ	-	100	-
			Qty	Subtotal
ProSupport Plus Mission Critical, RecoverPoint for Virtual Machines, 15-99 VMs, 5 Years			100	\$74,400.00

Estimated delivery if purchased today:
Jul. 17, 2020
Contract # C000000012056
Customer Agreement # 97222

Description	SKU	Unit Price	Qty	Subtotal
ProSupport Plus Mission Critical, RecoverPoint for Virtual Machines, 15-99 VMs, 5 Years	823-6345	-	100	-
			Qty	Subtotal
ProDeploy Plus Dell EMC Base RecoverPoint for Virtual Machines Local Replication			1	\$2,767.75

Estimated delivery if purchased today:
Jul. 21, 2020
Contract # C000000012056
Customer Agreement # 97222

Description	SKU	Unit Price	Qty	Subtotal
ProDeploy Plus Dell EMC Base RecoverPoint for Virtual Machines Local Replication	821-4498	-	1	-

Subtotal:	\$248,413.43
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$248,413.43

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

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A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000064565686.7	Sales Rep	Renee Hernandez
Total	\$236,011.87	Phone	(800) 456-3355, 6179156
Customer #	21539560	Email	Renee_Hernandez@Dell.com
Quoted On	Jul. 14, 2020	Billing To	ACCOUNTS PAYABLE
Expires by	Aug. 13, 2020		STILLWATER AREA SCHOOLS 834
Solution ID	12727837		1875 SOUTH GREELEY ST
Deal ID	18251846		TECHNOLOGY
			STILLWATER, MN 55082-6079

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Renee Hernandez

Shipping Group

Shipping To	Shipping Method	Install At
BILL BYLAND STILLWATER AREA SCHOOLS 834 5701 STILLWATER BLVD N STILLWATER, MN 55082-1030 (651) 351-8394	Standard Delivery	ACCOUNTS PAYABLE STILLWATER AREA SCHOOLS 834 1875 SOUTH GREELEY ST TECHNOLOGY STILLWATER, MN 55082-6079 (651) 351-8394

Solution Name

Stillwater ISD - RFP - VxRail Solution

Product	Unit Price	Qty	Subtotal
VxRail E560d H/F - [amer_e560_f_13060_vi]	\$45,601.03	4	\$182,404.12
RecoverPoint for VM (15-99 VM) ,5YR=IB	\$248.00	80	\$19,840.00
ProSupport Plus Mission Critical, RecoverPoint for Virtual M	\$387.50	80	\$31,000.00

achines, 15-99 VMs, 5 Years

ProDeploy Plus Dell EMC Base R ecoverPoint for Virtual Machines Local Replication	\$2,767.75	1	\$2,767.75
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Subtotal:	\$236,011.87
Shipping:	\$0.00
Non-Taxable Amount:	\$236,011.87
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$236,011.87
---------------	---------------------

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

BILL BYLAND
 STILLWATER AREA SCHOOLS 834
 5701 STILLWATER BLVD N
 STILLWATER, MN 55082-1030
 (651) 351-8394

Shipping Method

Standard Delivery

Install At

ACCOUNTS PAYABLE
 STILLWATER AREA SCHOOLS 834
 1875 SOUTH GREELEY ST
 TECHNOLOGY
 STILLWATER, MN 55082-6079
 (651) 351-8394

Solution Name

Stillwater ISD - RFP - VxRail Solution

		Qty	Subtotal
VxRail E560d H/F - [amer_e560_f_13060_vi]	\$45,601.03	4	\$182,404.12
Estimated delivery if purchased today:			
Jul. 30, 2020			
Contract # C000000012056			
Customer Agreement # 97222			

Description	SKU	Unit Price	Qty	Subtotal
VxRail E560F,10X2.5",Flash	210-APXR	-	4	-
E560F Branding	325-BCVR	-	4	-
PSNT Info	329-BDWH	-	4	-
VxRail E/P/V/S/E560N Hardware Component Firmware Lock	384-BCOS	-	4	-
VxRail Software 4.7.410 Factory Install	634-BWXT	-	4	-
HCI System Software as part of VxRail	379-BDYQ	-	4	-
2.5 Chassis with up to 10 Hard Drives, 2 NVMe Drives and 3 PCIe Slots, 2CPU only	321-BDQZ	-	4	-
Intel Xeon Gold 5218 2.3G, 16C/32T, 10.4GT/s, 22M Cache, Turbo, HT (125W) DDR4-2666	338-BRVH	-	4	-
Intel Xeon Gold 5218 2.3G, 16C/32T, 10.4GT/s, 22M Cache, Turbo, HT (125W) DDR4-2666	338-BRVH	-	4	-
Additional Processor Selected	379-BDCO	-	4	-
2933MT/s RDIMMs	370-AEPP	-	4	-
Intel X710 Quad Port 10GbE SFP+, rNDC	555-BCKP	-	4	-
Trusted Platform Module 1.2	461-AAEL	-	4	-
ReadyRails Sliding Rails With Cable Management Arm	770-BBBL	-	4	-
Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	450-ADWM	-	4	-
Parts Only Warranty 12 Months	709-BBEW	-	4	-
Prosupport Plus and 4Hr Mission Critical VSAN Advanced Initial, 12 Month(s)	865-BBIC	-	4	-
Prosupport Plus and 4Hr Mission Critical VSAN Advanced Extension, 48 Month(s)	865-BBID	-	4	-
ProDeploy Plus Training Credits 200 Redeem at education.dellemc.com Expires 1Yr from Order Date	812-4011	-	4	-
ProDeploy Plus Dell EMC VxRail Deployment	819-2575	-	4	-
ProDeploy Plus Dell EMC VxRail Deployment Verification	819-2576	-	4	-
5 Years, ProSupport Plus With Mission Critical, Software Support	819-0590	-	4	-

HCIA RecoverPoint for VMWare for 1 node VT	634-BWRZ	-	4	-
Riser Config 2, 3x16 LP	330-BBJZ	-	4	-
PowerEdge R640 MLK Motherboard	329-BEIJ	-	4	-
DIMM Blanks for System with 2 Processors	370-ABWE	-	4	-
Standard 1U Heatsink	412-AAIQ	-	4	-
Standard 1U Heatsink	412-AAIQ	-	4	-
Performance Optimized	370-AAIP	-	4	-
No RAID for E560	780-BCIZ	-	4	-
HBA330 12Gbps SAS HBA Controller (NON-RAID), Minicard	405-AAJU	-	4	-
BOSS controller card + with 2 M.2 Sticks 240G (RAID 1) LP	403-BBRU	-	4	-
iDRAC9,Enterprise	385-BBKT	-	4	-
iDRAC Group Manager, Disabled	379-BCQY	-	4	-
iDRAC,Legacy Password	379-BCRF	-	4	-
DHCP with Zero Touch Configuration	379-BCRB	-	4	-
VxRail Small Form Factor Pluggable Cable Kit	470-ACPE	-	4	-
IDSDM and Combo Card Reader	385-BBLE	-	4	-
Redundant SD Cards Enabled	385-BBCF	-	4	-
64GB microSDHC/SDXC Card	385-BBKI	-	4	-
64GB microSDHC/SDXC Card	385-BBKI	-	4	-
8 Performance Fans for R640	384-BBQI	-	4	-
VxRail E560 Bezel	325-BCVY	-	4	-
No Quick Sync	350-BBKB	-	4	-
Performance BIOS Settings	384-BBBL	-	4	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	4	-
No Energy Star	387-BBEY	-	4	-
No Internal Optical Drive	429-AAIQ	-	4	-
US Order	332-1286	-	4	-
E560/E560F Shipping	340-BYUL	-	4	-
PowerEdge R640 x4 and x10 Drive Shipping Material	340-COPR	-	4	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	4	-
VxRail E560F Luggage Tag	350-BBNP	-	4	-
IDM Data Migration Virtual to Virtual Base	821-4508	-	4	-
PowerEdge R640 CE, CCC, BIS Marking	389-DSVE	-	4	-
64GB RDIMM, 2933MT/s, Dual Rank	370-AEQD	-	48	-
800GB SSD SAS Mix Use 12Gbps 512e 2.5in Hot-plug AG Drive, 3 DWPD, 4380 TBW	400-AZQO	-	8	-
3.84TB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD, 7008 TBW	400-AXSK	-	32	-
PowerEdge Express Flash PCIeSSD Ready Configuration	400-ADTI	-	4	-
VxRail HCI System Software, Capacity Drive 3.84TB SATA, SSD	634-BRIJ	-	32	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	8	-
VxRail VMware, vSAN Advanced, 5 Years	634-BSKX	-	8	-

VxRail HCI System Software, All-Flash, A	634-BSKL	-	8	-
VxRail VMware vSphere Enterprise Plus for 1 processor, 5 Years	634-BRKL	-	8	-
ProSupport Plus Mission Critical, vSphere Enterprise Plus, 1 Processor, 5 Years	819-6391	-	8	-

Qty Subtotal

RecoverPoint for VM (15-99 VM) ,5YR=IB **\$248.00 80 \$19,840.00**

Estimated delivery if purchased today:

Jul. 21, 2020

Contract # C000000012056

Customer Agreement # 97222

Description	SKU	Unit Price	Qty	Subtotal
RecoverPoint for VM (15-99 VM) ,5YR=IB	528-BFPZ	-	80	-
			Qty	Subtotal

ProSupport Plus Mission Critical, RecoverPoint for Virtual Machines, 15-99 VMs, 5 Years **\$387.50 80 \$31,000.00**

Estimated delivery if purchased today:

Jul. 16, 2020

Contract # C000000012056

Customer Agreement # 97222

Description	SKU	Unit Price	Qty	Subtotal
ProSupport Plus Mission Critical, RecoverPoint for Virtual Machines, 15-99 VMs, 5 Years	823-6345	-	80	-
			Qty	Subtotal

ProDeploy Plus Dell EMC Base RecoverPoint for Virtual Machines Local Replication **\$2,767.75 1 \$2,767.75**

Estimated delivery if purchased today:

Jul. 20, 2020

Contract # C000000012056

Customer Agreement # 97222

Description	SKU	Unit Price	Qty	Subtotal
ProDeploy Plus Dell EMC Base RecoverPoint for Virtual Machines Local Replication	821-4498	-	1	-

Subtotal:	\$236,011.87
Shipping:	\$0.00
Estimated Tax:	\$0.00

Total: \$236,011.87

Important Notes

Terms of Sale

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Licensing and Support

vSAN Advanced (5 Years SnS):

vSAN is enterprise-class, storage virtualization software that, when combined with vSphere, allows you to manage compute and storage with a single platform. With vSAN, you can reduce the cost and complexity of traditional storage and take the easiest path to hyperconverged infrastructure and hybrid cloud. Evolve to an integrated hyperconverged infrastructure (HCI) solution with vSAN to improve business agility, all while speeding operations and lowering costs.

vSphere Enterprise Plus (5 Years SnS):

vSphere is a server virtualization platform that delivers essential services for the modern hybrid cloud. It is now rearchitected with native Kubernetes into an open platform that enables you to run existing enterprise applications alongside modern containerized applications in a unified manner.

RecoverPoint for VM (5 Years SnS):

Enable quick recovery of VMware virtual machines to any point in time. Dell EMC RecoverPoint for Virtual Machines provides continuous data protection (CDP) for operational recovery and disaster recovery. You'll manage your VM protection simply and efficiently.

vAdmins and enterprise application owners can set and manage their VM data protection through a plug-in to VMware vCenter. Automated provisioning and DR orchestration make it easier to meet your recovery point objectives (RPOs) and recovery time objectives (RTOs).

RecoverPoint for Virtual Machines is hypervisor-based, software-only data replication that integrates with VMware vCenter (customer supplied).

Dell EMC RecoverPoint for Virtual Machines

Replicate to on-premises and cloud with low RTOs and RPOs

Essentials

- Protects Virtual Machines (VMs) in VMware environment with VM-level granularity and provides local or remote replication for any PiT recovery
- Integrated with VMware vCenter with built-in orchestration and automation capabilities
- Free up resources (time, \$, cloud) while future proofing on premises capabilities by leveraging Cloud DR functionality
- Provides an automated workflow that enhances the operational and disaster recovery processes, reducing data loss and the time required for recovery
- Helps organizations to achieve their business continuity goals defined by their RPO and RTO

Dell EMC RecoverPoint for Virtual Machines redefines data protection for VMware virtualized environments. It protects Virtual Machines (VM) at VM level granularity with local and remote replication for recovery to any Point-in-Time (PiT) on premises. It supports synchronous and asynchronous replication over any distance with efficient WAN bandwidth utilization, substantially reducing network costs.

RecoverPoint for VMs simplifies disaster recovery, disaster recovery (DR) testing and operational recovery with built-in orchestration and automation capabilities directly accessible from VMware vCenter. It provides a reliable and repeatable automated DR workflow that increases customer's data protection and recovery operational efficiencies. When Cloud becomes a more vital part of your DR strategy, RecoverPoint for Virtual Machines enables replication to AWS and VMware Cloud on AWS.

This fully virtualized data protection product is built on the robust RecoverPoint engine with exceptional cloud functionality to make Recover Point for Virtual Machines the proven market leader in replication and disaster recovery.

Specifications integrated with VMware vCenter

RecoverPoint for Virtual Machines is a fully virtualized software-only solution deployed in VMware vSphere environments without any additional hardware dependency. Here are three architectural components which are fully integrated and deployed in a VMware ESXi server environment: the VMware vCenter plug-in, a RecoverPoint write splitter embedded in vSphere hypervisor, and a virtual appliance.

Table 1. Environmental requirements

Description	Requirement
Dell EMC RecoverPoint for VMs	5.2.1
VMware vCenter and ESX servers (provided by customer)	Release 6.0U2, 6.5, and 6.7U1 with vCenter vSphere Web Client
VSAN	VSAN 6.0, 6.5, 6.6, 6.7U1
Network infrastructure (provided by customer)	Flexible network configuration using between 1 to 4 Virtual Networks

Table 2. Product components

Description	Deployment guide
Virtual Appliance	Support using vRPA cluster of between 2 of 8 vRPAs for managing high workloads and providing high availability.
ESX splitter	Automatically installed on every ESXi host in the ESXi cluster, upon deployment the ESX cluster tit be protected by a VRPA cluster.
RecoverPoint for VMs VMware vCenter plug-in	RecoverPoint for VMs vCenter Plug-in for vSphere Web Client

Table 3. Virtual appliance configuration

VCPU	Memory	Disk
2 vCPUs / 4 GHz	8GB	35GB
4 vCPUs / 8 GHz	8GB	35GB
8 vCPUs / 16 GHz	8GB	35GB

Refer to the RecoverPoint for Virtual Machines [data sheet](#) for a product overview.



[Learn More](#) about solutions



[Contact](#) a Dell Technologies Expert

Warranties & Extended Warranties

ProDeploy Plus with ProSupport Plus | key features

		ProDeploy Plus with ProSupport Plus
Pre-deployment	Single point of contact for deployment project management	In-region
	Site readiness review	•
	An assigned Technology Service Manager (TSM)	•
	TSM engagement during deployment planning	•
Deployment & support	Deployment and support service hours	24x7
	Onsite hardware installation and software configuration	•
	Ongoing hardware and system software support	•
	SupportAssist installation and configuration	•
	Predictive issue detection and proactive case creation	•
	Priority access to senior ProSupport Plus technical support engineers	•
	Deployment verification	•
	Configuration data transfer to Dell EMC technical support	•
Post-deployment operation and ongoing system optimization	Packaging materials disposal	•
	Project documentation with knowledge transfer	•
	30-days of post-deployment configuration assistance	•
	Training credits for Dell EMC Education Services	•
	Personalized assessments and recommendations	•
	Systems maintenance	•

Vendor Qualifications

Technical Capabilities/Support

Dell Technologies (NYSE:DELL) is a leading global end-to-end technology provider serving customers of all sizes across 180 countries, ranging from 99 percent of the Fortune 500 to individual consumers. Built on the combined capabilities of Dell, Dell EMC, VMware, Pivotal, Secureworks, RSA Security, Virtustream, and Boomi, Dell Technologies provides the essential infrastructure for digital business and IT transformation.

As a hybrid of digital experts, we deliver real results for customers across a spectrum of industries. To ensure our customers keep pace with digital innovation to accelerate their own success, Dell Technologies unites seven technology leaders in one company with the power to drive digital transformation and generate real results every day for the customers and people who partner with us.

Dell:

Dell gives today's workforce what they need to securely connect, produce, and collaborate; anywhere at any time. Award-winning desktops, laptops, 2-in-1s, and thin clients; powerful workstations and rugged devices made for specialized environments, as well as monitors, docking, and endpoint security solutions and services - workers get exactly what they need to work the way they want.

Dell EMC:

Dell EMC enables organizations to modernize, automate, and transform their data center using industry-leading converged infrastructure, servers, storage, and data protection technologies. Businesses get a trusted foundation to transform their IT and develop new and better ways to work through hybrid cloud, the creation of cloud-native applications, and big data solutions.

Pivotal:

Pivotal transforms how companies build and run software so they can innovate at start-up speed by using cutting-edge software development methodologies, a modern cloud platform, and analytics tools.

RSA:

RSA offers business-driven security solutions that uniquely link business context with security incidents to help organizations manage digital risk and protect what matters most.

Secureworks:

Secureworks develops data-driven security solutions for your organization to detect and prevent breaches and cyberattacks.

Virtustream:

Virtustream provides cloud solutions built for the enterprise that are designed to run your most complex and critical applications with performance, security, and efficiency – whether private, public, or hybrid.

VMware:

VMware software powers the world's complex digital infrastructure. The company's compute, cloud, mobility, networking, and security offerings form a dynamic, consistent digital foundation to deliver the applications that power business innovation.

Together, we are ready to help you transform your business and shape your future.

Support

Support services are a critical component of the Dell EMC Support and Deployment Services portfolio. Technical support is provided by over 7,500 Global Technical Support Engineers who provide reactive and proactive support on the Dell EMC portfolio of products. Dell EMC Global Technical Support delivers the IT industry's best, globally consistent customer support experience, while providing the strategic guidance and technology expertise customers need to attain their business objectives. Our customers view Dell EMC Services as a trusted partner, integral to their business success because we help them solve their IT transformation challenges.

Key aspects of Dell EMC Services infrastructure include:

- More than 7,500 Global Technical Support Engineers plus a global network of Authorized Service Partners serving 170 countries
- 83 strategically located support centers working together to provide "follow the sun" support
- Industry-leading connectivity technologies for proactive identification, notification, and repair of installed systems
- Comprehensive suite of convenient and easy-to-use eServices for proactive planning and self-help in our Knowledgebase, to logging and updating cases, to planning information storage infrastructures with interoperability tools.
- 6 Global Command Centers driving resolution of issues for high-availability situations

Dell EMC knows that a modern data center requires a modern support experience. We are committed to delivering a world-class personalized, proactive, and predictive support experience. Advanced technologies and empowering capabilities put customers in control of their IT environment and service experience.

These capabilities are strengthened by our technical support professionals located in Dell EMC Technical Support centers across the globe, as well as our 6 Global Command Centers, extensive network of authorized service partners, and our collaborative Centers of Excellence and Joint Solutions Centers. When you contact Dell EMC, you will be assisted by the industry's most highly trained experts, skilled in the latest technologies.

Our customer-first culture has resulted in numerous industry awards for support excellence, including:

- Seven-time winner of TSIA Mission-Critical Support Award
- Member of the TSIA Customer Service Hall of Fame
- Over 35 individual STAR awards for leadership, innovation, commitment in developing/implementing best practices for mission-critical support, support staff, use of metrics, education services and business intelligence

The depth of our expertise, and our ability to respond to critical situations anywhere on demand, simply cannot be matched.

<https://www.delltechnologies.com/en-us/services/support-services/prosupport-enterprise-suite.htm#accordion0>

References

- Bob Berkowitz
South Washington County School District
Director of Technology
rberkowi@sowashco.org
651-768-5385
- Lisa Sjogren
Osseo Area School District 279
Coordinator of Instructional Systems
SjogrenL@District279.org
763-391-7287
- Darin Marcussen
North Branch Area Public Schools
Director of Technology
dmarcussen@isd138.org
651-674-1099

Eligibility to Participate

Dell's receipt of an Award or Purchase Order for the "On Premise Hype Converged Virtual Host Servers" RFP from Stillwater School District and subsequent performance in relation to this response shall be governed by and understood to indicate Stillwater School District's acceptance of the Dell | NASPO Customer Agreement # 97222, contract # C000000012056. Any terms in the "On Premise Hype Converged Virtual Host Servers" RFP or on a resulting Purchase Order from Stillwater School District to Dell shall not be applicable.

Billing and Payment Expectation

Billing

We bill customers, in most cases, via hardcopy invoices and receive payments in the form of company check. There are some unique customer (large volumes) that bill electronically and ACH their related payments.

Payment Solutions Portfolio

DFS' leasing programs offer flexible end-of lease options designed to suit each entity's unique needs. Lease terms are generally from 24 through 60 months and are tailored to match the essential useful life of the leased equipment to the lease term. Lease payments can be billed monthly, quarterly, semi-annually or annual, in advance.

Whether you are a global organization needing pay-per-use technology in your data center or a rapidly growing company with technology needs that outpace your current budget, our portfolio of payment solutions can help you meet business challenges.

Technology Refresh Implements a regular rotation cycle to optimize useful life 	Ownership Manage cash flow by spreading payments over time 	Flexible Consumption Pay for technology as you need or use it 	Software Financing software, including service & maintenance 
<p>PC as a Service</p> <p>Combine hardware, software, lifecycle services and financing into a predictable price per seat per month</p> <p>Fair Market Value Lease</p> <p>Encourages regular technology upgrades and lowers the total cost of computing</p>	<p>Finance Lease</p> <p>Provides affordable technology acquisition through budgeted payments</p> <p>Loan</p> <p>Make predictable payments for ownership of hardware, software and services</p> <p>Dell Business Credit^A</p> <p>Leverage a revolving line of credit for fast and simple technology acquisition</p>	<p>Pay as You Grow</p> <p>Grow at your own pace with customized payment solutions to support forecasted growth, flexible deployment schedules, deferrals and pre-provisioned upgrades</p> <p>Flex on Demand</p> <p>Acquire elastic capacity and only pay for what you use. Choose your total deployed capacity and minimum usage commitment. Scale your usage up and down to match workloads</p> <p>Data Center Utility</p> <p>Establish a pay per use environment across your entire IT infrastructure</p>	<p>Transformational License Agreement (TLA)</p> <p>Customize a software agreement that offers unprecedented flexibility in the way Dell Technologies software titles are consumed and maintained – especially as requirements change over time</p> <p>Flexible Software Payments</p> <p>Acquire the software you need today and meet your budgetary needs with flexible payments</p>

Additional Guarantees

The Future-Proof Program



FUTURE-PROOF Program

The Future-Proof Program is designed to help customers optimize the IT lifecycle through a series of guarantees, offers, and assurances. Future-Proof provides support from beginning to end by guaranteeing outcomes, maximizing investments and helping customers navigate the future of IT. This program enables customers to focus on critical business needs while Dell Technologies handles the rest.

The Future-Proof Program consists of 9 offers:

- **3 Year Satisfaction Guarantee.** Far exceeds industry standards.
- **Storage Data Reduction.** The best storage data reduction for every workload.
- **Up to 55:1 Data Reduction.** Data reduction for data protection appliances.
- **Refresh & Recycle.** Trade-In existing products for credit towards next generation Dell Technologies offerings.
- **Clear Price.** Fair and transparent support price guidance.
- **All-inclusive Software.** Everything needed to store, manage & protect data is included.
- **Anytime Upgrades.** Flexible Upgrades beyond next-gen controller swap.
- **Never-worry Data Migration.** It's always simple to move to next-gen storage and HCI.
- **Flexible Consumption.** Flexible Dell Technologies On-Demand payment options for IT Infrastructure.

Three-year Satisfaction Guarantee: Requires purchase of a 3-year ProSupport agreement. Compliance is based on product specifications. Any refund will be prorated.
Storage Data Reduction Guarantee: Requires customer signature and purchase of ProSupport Plus or ProSupport with Mission Critical.
Up to 55:1 Data Reduction: Requires customer signature and purchase of a ProSupport, ProSupport Plus or with the Mission Critical maintenance agreement.
Refresh & Recycle: Trade-In value determined based on market conditions at Dell EMC's sole discretion.
Clear Price: Requires Purchase of 1 year to 5 year of product support service.
All-inclusive Software: Includes select software needed to store and manage data.
Anytime Upgrades: Requires ProSupport Plus add-on only available at POS (Includes ProDeploy Plus performed by Dell Technology Services with no downtime or data migration).
Never-worry Data Migration: Does not include data transfer services. Customer responsible for ensuring data is backed-up.
Flexible Consumption: Dell EMC Flexible consumption models enabled by Dell Financial Services (DFS).

TERMS AND CONDITIONS APPLY: Valid only on direct purchases or through participating Channel Partners who offer reciprocal program benefits to their customers. See your Dell EMC sales representative or Channel Partner for details. © 2020 Dell Inc. or its subsidiaries. All Rights Reserved. Dell, EMC and other trademarks are trademarks of Dell Inc. or its subsidiaries. Other trademarks may be trademarks of their respective owners. Reference number: H19724

Appendix A – Technical Drawings

Please refer to the Dell presentation immediately following this page.

Stillwater Area Public Schools



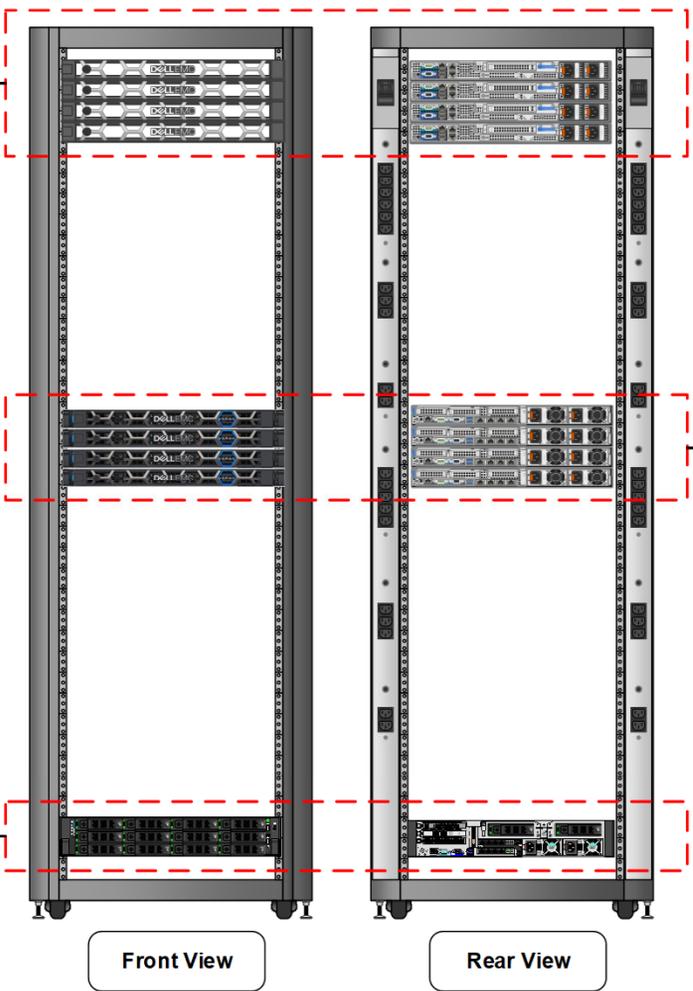
Technical Drawings

DELL Technologies

- Configuration Details**
- PowerEdge R440 (1U x 4)**
- Intel Xeon 4210R (Dual)
 - 96GB Memory (12 x 8GB RDIMMs Balanced – 6 per proc)
 - BOSS controller (M.2 Sticks– 240G RAID1)
 - PERC H330 RAID Controller
 - 960GB SSD MU (2x)
 - Broadcom Dual Port 10GbE SFP+
 - Onboard LOM 1GbE RJ45

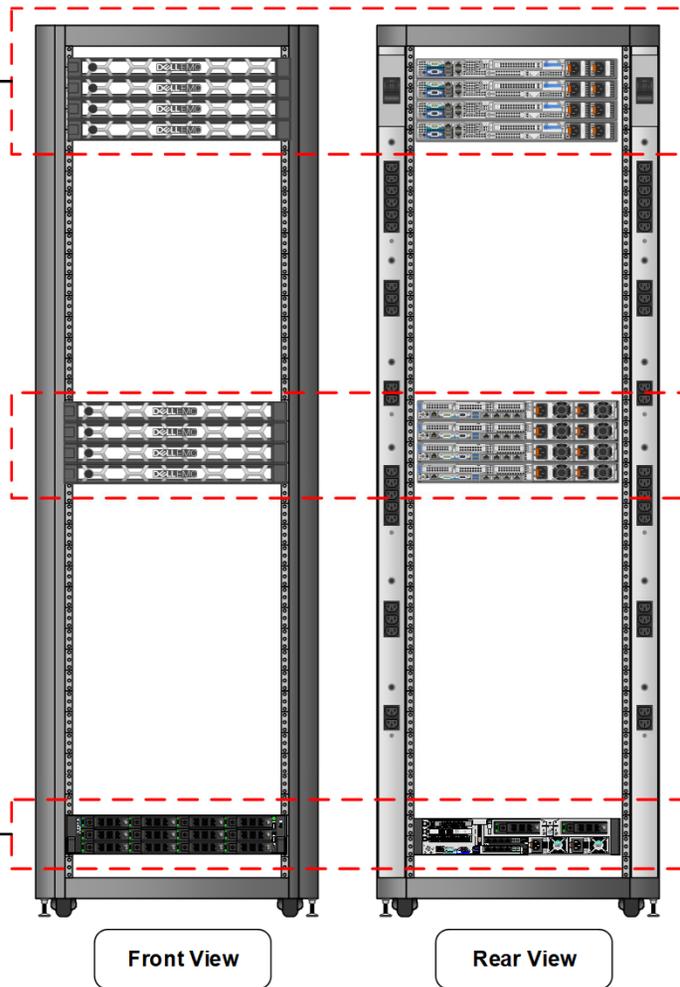
- Configuration Details**
- IDPA – DP4400 (2U)**
- 48TB Usable
 - 10GbE SFP+ Connectivity
 - All Inclusive Software

- Configuration Details**
- VxRail E560F (1U x 4)**
- Intel Xeon 5218 (Dual)
 - 768GB Memory (12 x 64GB RDIMMs Balanced – 6 per proc)
 - 800GB SSD Cache Disks (1 per disk group – 2 disk groups per node)
 - 3.84TB SSD Disks (4 per disk group – 2 disk groups per node)
 - BOSS controller card (M.2 Sticks 240G – RAID1)
 - Intel X710 Quad Port 10GbE SFP+
 - Onboard LOM 1GbE RJ45
 - vSAN Advanced + vSphere Enterprise Plus
 - RecoverPoint for VM (100 VMs licensed)



- Configuration Details**
- PowerEdge R440 (1U x 4)**
- Intel Xeon 4210R (Dual)
 - 96GB Memory (12 x 8GB RDIMMs Balanced – 6 per proc)
 - BOSS controller (M.2 Sticks– 240G RAID1)
 - PERC H330 RAID Controller
 - 960GB SSD MU (2x)
 - Broadcom Dual Port 10GbE SFP+
 - Onboard LOM 1GbE RJ45

- Configuration Details**
- IDPA – DP4400 (2U)**
- 48TB Usable
 - 10GbE SFP+ Connectivity
 - All Inclusive Software



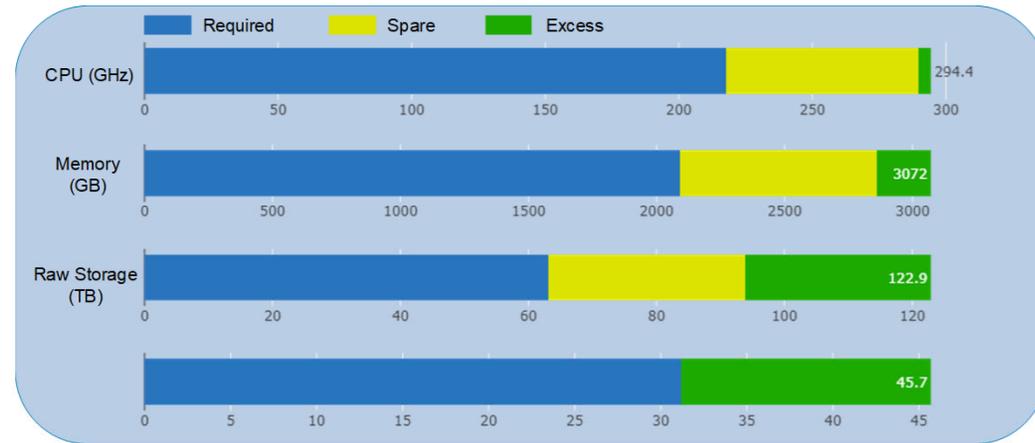
- Configuration Details**
- PowerEdge R640 vSAN Ready (1U x 4)**
- Intel Xeon 5218 (Dual)
 - 768GB Memory (12 x 64GB RDIMMs Balanced – 6 per proc)
 - 800GB SSD Cache Disks (1 per disk group – 2 disk groups per node)
 - 3.84 TB SSD Disks (4 per disk group – 2 disk groups per node)
 - BOSS controller card (M.2 Sticks 240G – RAID1)
 - Intel X710 Quad Port 10GbE SFP+
 - Onboard LOM 1GbE RJ45
 - VMware HCI Kit Advanced (vSAN Advanced + vSphere Enterprise Plus)
 - RecoverPoint for VM (100 VMs licensed)

	Required Capacity	Min #nodes	Required Spare/HA	Excess Capacity	Total Configured
CPU (Cores)	86.4 @ 2.1	N/A	N/A	N/A	128 @ 2.3 GHz
CPU (GHz)	217.6	3	73.6	3.2	294.4
Memory (GB)	2091.4	4	768	212.6	3072
Raw Storage (TB)	63.1	4	30.7	29.1	122.9
Usable Storage (TB)	31.2	N/A	N/A	14.5	45.7

VxRail E560F - 4 Nodes (4 x 1U1N)

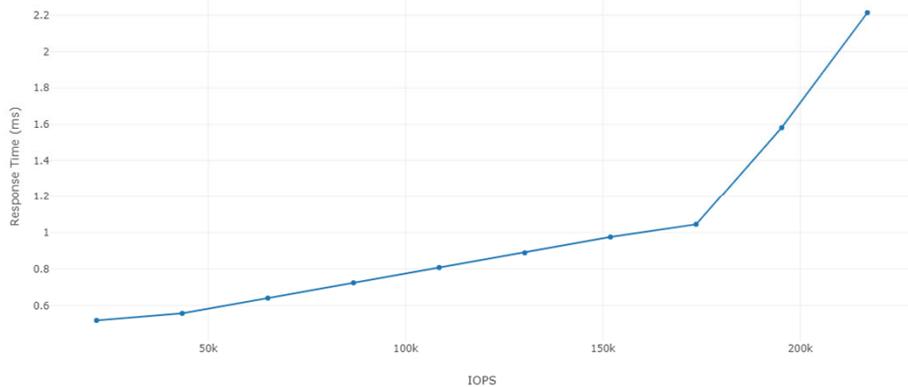
Item	Usable (TB)	Raw (TB)
General Purpose VMs	30	30
SW Packages	1.15	1.15
Swap Space		0.31
VM Overhead		0.47
Fault Tolerance		31.15
Required	31.15	63.08
Slack Space & HA		30.72
Excess	14.54	29.08
Total	45.69	122.88

Storage Breakdown



Cluster Capacity

Values displayed in the chart are only estimates, the results may vary
 Performance Estimates Based on Reference Workloads using vSAN 6.7U3



Performance Estimates: OLTP 8K

Solution-Level Power Thermal & Acoustic Summary

Solution Summary

Configuration Totals for 220 AC Input Voltage and 77 °F

Input power	3518.0 watts	12003.9 btu/h
Airflow rate	162.9 l/s	345.1 CFM
Input current		15.9 amps
Sound power level		8.5 bels
Weight	200.8 kg	442.7 lbs
Kilowatt hour cost		\$ 0.14 /kWh

Power & Cooling

For VxRAIL & vSAN Ready Nodes: Performance, power, and cooling will be the same. The main difference is in management. VxRAIL has the simplification of One-Click updates for all hardware/software components including VMware. vSAN Ready Nodes hardware will be managed through OpenManage Enterprise while VMware would be through standard software paths.



**Agenda Item VIII. C.
Date Prepared: August 12, 2020
ISD 834 Board Meeting**

Action Items: Amended Transportation Contract – MN Central Bus Co.
Meeting Date: August 20, 2020
Contact Person: Interim Superintendent Lansfeldt / Chair Stivland

Summary:

Due to the COVID-19 Pandemic, an amended agreement was signed on March 25, 2020 whereas Contractor (MN Central) and Stillwater Area Public School agreed to pay 82% of the contracted rates that were currently in place for FY20. District agrees to pay Contractor based on payment timeline as indicated in current existing contract. It was stated that Contractor will use the funds to continue paying personnel utilized in the service of this contract.

Administration recommends approval of the new amended contract.

A copy of the new amended MN Central contract was provided.

Recommendation:

A motion and a second to approve the new amended MN Central contract will be requested.

Motion by: _____ **Seconded by:** _____ **Vote:** _____

SETTLEMENT AGREEMENT

This Settlement Agreement (this “Agreement”) shall be effective upon full execution by Independent School District No. 834, Stillwater Area Schools (“School District”) and Illinois Central School Bus, LLC, d/b/a Minnesota Central School Bus (“Company”).

WHEREAS, the School District and the Company were parties to a transportation agreement which expired on June 30, 2020 (“Contract”); and

WHEREAS, the School District’s School Board took action on June 25, 2020 which voided a purported amendment to the Contract dated March 25, 2020 (“Amendment”) because it had not been approved by the School Board; and

WHEREAS, the School District and the Company wish to resolve any and all possible claims, including, but not limited to, those related to the Contract, Amendment, outstanding bills and invoices, and financial obligations during the months (March, April, May and June 2020) during which the Company did not provide transportation services due to the COVID-19 pandemic.

NOW THEREFORE, in consideration for the release of claims pursuant to this Agreement, and as full and final satisfaction for any and all obligations under the Contract and Amendment, the School District and the Company agree as follows:

I. PAYMENT

The School District will pay the Company the total sum of \$674,945.00. Such payment shall be mailed within 15 days after Board approval of this Agreement.

II. MUTUAL RELEASE OF CLAIMS

The Company for itself, its successors, assigns, subcontractors, affiliates, officers, directors, principals, employees, executors, beneficiaries, representatives, agents, and all others claiming by or through the Company hereby releases and forever discharges the School District and its current and former Board members, officers, directors, employees, representatives and agents from any and all disputes, demands, debts, damages, contracts, agreements, claims, and causes of action of any nature, known or unknown, asserted or unasserted, whether based on contract, tort, statute or any other theory of recovery, and whether for damages or other relief in law, equity or otherwise, based on any actions or events which occurred prior to or concurrent with the date of this Agreement. The School Board for itself, its successors, assigns, subcontractors, affiliates, officers, directors, principals, employees, executors, beneficiaries, representatives, agents, and all others claiming by or through the School Board hereby releases and forever discharges the Company and its current and former officers, directors, employees, representatives and agents from any and all disputes, demands, debts, damages, contracts, agreements, claims, and causes of action of any nature, known or unknown, asserted or unasserted, whether based on contract, tort, statute or any other theory of recovery, and whether for damages or other relief in law, equity or otherwise, based on any actions or events which occurred prior to or concurrent with the date of this Agreement. Notwithstanding the provisions of this Section II, the release provided for herein does not extend to any obligations incurred under this Agreement,

III. ENTIRE AGREEMENT; NO ORAL MODIFICATION

This Agreement constitutes the complete and entire agreement of compromise, settlement and release between the School District and the Company. All prior agreements and representations are superseded by this Agreement. The terms of this Agreement can only be

amended or modified by a writing, signed by a duly authorized representative of the School District and the Company, expressly stating that such modification or amendment is intended.

IV. VOLUNTARY AGREEMENT

The Parties have read this Agreement, have had the benefit of legal counsel, and freely and voluntarily enter into this Agreement.

V. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota. This Agreement shall be deemed made and entered into in the city of Stillwater, State of Minnesota; however, it is intended to resolve all possible claims by the Company in any jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement effective as of the date of full execution of this Agreement.

Date: August 18, 2020

Illinois Central School Bus; d/b/a Minnesota
Central School Bus

By: Don O'Brien

Its Dir of Business PUP, who is authorized
by the Company to bind the Company

Date: _____

Independent School District No. 834
Stillwater, Minnesota

By: _____

Its _____, who has been
authorized by School Board action on August 20, 2020
to bind the School District



**Agenda Item VIII. D.
Date Prepared: August 19, 2020
ISD 834 Board Meeting**

Action Item: Staffing Needs for the 2020-21 School Year due to COVID-19
Meeting Date: August 20, 2020
Contact Person: Cathy Moen, Executive Director of Administrative Services/Malinda Lansfeldt Interim Superintendent

Background:

As presented in the Smart reStart update.

Recommendation:

Administration will recommend additional staff to fulfill needs due to COVID 19 for fall 2020-21 school year. A motion is requested to approve the recommendation.

Motion by: _____ **Seconded by:** _____ **Vote:** _____

COVID-19 Expenditure Plan and Fund Balance Considerations

Budget Item:	2020-21 Fiscal Year	
<u>SOURCES:</u>		
Remaining COVID-19 Set Aside 19-20	\$	256,061.00
COVID-19 Set Aside 20-21	\$	200,000.00
Budget Allowance 19-20 not used due to COVID Relief funds	\$	1,300,000.00
Budget Allowance 20-21 for Unknown Budget Adjustments	\$	1,300,000.00
Federal CARES funding allocated through Mn Dept of Ed	\$	480,369.00
Governors Coronavirus Relief Fund for ISD 834	\$	2,117,705.00
District Grant Funds and Professional Development Allocations	\$	612,664.00
Total Sources	\$	6,266,799.00
<u>COVID-19 Expenditures:</u>		
11 FTE Teachers	\$	1,177,000.00
Cultural Liason	\$	178,024.00
4 FTE Custodians	\$	254,000.00
29 FTE Custodians	\$	1,276,000.00
COVID Related and Technology Expenses	\$	384,244.00
Technology	\$	665,939.00
Community Education	\$	515,000.00
Online Principal	\$	172,000.00
Technology Support Position	\$	58,568.00
Triage Nursing Staff	\$	67,516.00
Supervision Para's	\$	86,500.00

Translation/ Mailing/ Summer Teacher/ Special Educaiton	\$	39,936.00
Total COVID Costs	\$	4,874,727.00
Estimated Unassigned Fund Balance 7/1/20	\$	9,600,000.00
New Revenue	\$	2,598,074.00
Total New COVID-19 Related Costs	\$	4,874,727.00
Estimated Unassigned Fund Balance 06/30/21	\$	<u>7,323,347.00</u>
Remaining Allowance for Unknown Budget Adjustment	\$	1,392,072.00



**Agenda Item IX. A. B. C.
Date Prepared: August 10, 2020
ISD 834 Board Meeting**

Agenda Item: School Board Reports
Meeting Date: August 20, 2020

Background:

- A. Board Chair Report
- B. Working Group Reports
 - 1. Community Engagement
 - 2. Finance and Operations
 - 3. Legislative
 - 4. Policy
- C. Board Member Reports

Each meeting the Board Chair and the members of the school board will provide updates on items of interest in the announcement category. Many times these topics develop between the time the agenda is prepared and distributed, and the meeting date. Topics generally include announcement of attendance at district events, working group updates, communications items, informational items and correspondence items worth noting. What is included in this item will vary each meeting depending on the nature of the topics, the school year schedule and time of activities.

Recommendation:

Board action is not required.



Agenda Item X.
Date Prepared: August 17, 2020
ISD 834 Board Meeting

Agenda Item: Adjournment
Meeting Date: August 20, 2020
Contact Person: School Board Chair

Motion to adjourn this meeting and move to a closed session under Minnesota Statute §13D.03(b) for the purpose of negotiations.

Motion by: _____ **Seconded by:** _____ **Vote:** _____