

**SCHOOL DISTRICT OF MANAWA
FINANCE COMMITTEE MEETING
AGENDA**

Join with Google Meet

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(US) +1 415-966-1414 PIN: 277 987 413#

Date: March 8, 2021

Time: 6:00 p.m.

Virtual Meeting

Board Committee Members: Scheller(C), J. Johnson, Pethke

In Attendance:

Timer: _____ **Recorder:** _____

1. Refer PO6320 to Policy and HR Committee (Information)
2. Consider endorsement of eRate quote for HP/Aruba products to replace core switches (Action)
3. Monthly Financial Summary - January (Information)
4. Consider endorsement of WIPFLI for Professional Auditing Services (Action)
5. Presentation: SDM Strategic Sustainability Story (Information)
6. Finance Committee Planning Guide (Information / Action)
7. Next Finance Committee Meeting Date: _____
8. Next Finance Committee Items:
 - 1.
 - 2.
7. Adjourn



Book	Policy Manual
Section	6000 Finances
Title	PURCHASING
Code	po6320
Status	Active
Adopted	July 18, 2016
Last Revised	February 18, 2019

6320 - **PURCHASING**

Procurement of all supplies, materials, equipment, and services paid for from District funds shall be made in accordance with all applicable Federal and State statutes, Board policies, and administrative guidelines. Standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts as established by Policy 1130, Policy 3230, and Policy 4230 – Conflict of Interest.

All procurement transactions shall be conducted in a manner that encourages full and open competition and in accordance with good administrative practice and sound business judgment.

It is the policy of the Board of Education that the District Administrator seek at least two (2) price quotations on purchases of more than \$10,000 for a single item, except in cases of emergency or when the materials purchased are of such a nature that price negotiations would not result in a savings to the District.

When the purchase of, and contract for, single items of supplies, materials, or equipment is reasonably anticipated to reach the amount of \$10,000 or more, the Business Manager shall obtain competitive bids. Purchase of and contract for projects will be subject to a competitive bid process as and when required by law.

Bids shall be sealed or may be submitted electronically and shall be opened by the Business Manager in the presence of at least one (1) Board member. A bidder may be required to submit a sworn statement regarding:

- A. financial ability to complete the contract;
- B. nature and quality of equipment to be used in performing the contract;
- C. experience and past performance in performing the contract;
- D. such other information the District deems relevant to the protection and welfare of the public in the performance of the contract.

Such statements shall be delivered to the District no later than five (5) days prior to the bid opening and shall be kept confidential by the District, except upon the written order of the person submitting the statement or on behalf of whom the statement is submitted, for the necessary use by the District in qualifying the person/bidder or the District. The statements shall be reviewed and the bidder notified if is qualified to submit a bid.

The Board reserves the right to reject any and all bids.

Contracts can be awarded by the Business Manager without Board approval for any single item or group of identical items costing less than \$10,000. All other contracts require Board approval prior to purchase.

The Board shall be informed of the terms and conditions of all competitive bids and shall award contracts as a consequence of such bids.

Purchasing Items with Federal Grant Funds

When purchasing items with Federal funds a District shall:

- A. give consideration to whether separating or combining purchases will provide for a more cost-effective approach to avoid acquisition of unnecessary or duplicative items;
- B. where appropriate, conduct an analysis of lease versus purchase options and the most economical and beneficial method shall be pursued;
- C. conduct an evaluation of the availability and feasibility of entering into inter-governmental agreements to procure the goods or services required on a shared basis;
- D. in the case of a time and material contract, make a determination that no other arrangement is suitable and that the contract places a ceiling price that protects the District.

General Provisions

The District Administrator is authorized to purchase all items within budget allocations.

The Board should be advised, for prior approval, of all purchases of equipment, materials, and services when the purchase was not contemplated during the budgeting process or if the purchase varies materially from the function or scope as budgeted.

The District Administrator is authorized to make emergency purchases, without prior approval, of those goods and/or services needed to keep the schools in operation. Such purchases shall be brought to the Board's attention at the next regular meeting.

In order to promote efficiency and economy in the operation of the District, the Board requires that the Business Manager periodically estimate requirements for standard items or classes of items and make quantity purchases on a bid basis to procure the lowest cost consistent with good quality.

Whenever storage facilities or other conditions make it impractical to receive total delivery at any one time, the total quantity to be shipped shall be made a part of the bid specifications.

Before the employee places a purchase order, s/he shall have the Business Manager check whether: (a) the proposed purchase is subject to bid, (b) whether sufficient funds exist in the budget and (c) the goods or services might be available elsewhere in the District. All purchase orders shall be numbered consecutively.

In the interests of economy, fairness, and efficiency in its business dealings, the Board requires that:

- A. items commonly used in the various schools or units thereof, be standardized whenever consistency with educational goals can be maintained;
- B. opportunity be provided to as many responsible suppliers as possible to do business with the School District;
- C. a prompt and courteous reception, insofar as conditions permit, be given to all who call on legitimate business matters;
- D. where the requisitioner has recommended a supplier, the Business Manager may make suggestion alternatives to the requisitioner if, in his/her judgment, better service, delivery, economy, or utility can be achieved by using a different supplier;
- E. upon the placement of a purchase order, the Business Manager shall commit the expenditure against a specific line item to guard against the creation of liabilities in excess of appropriations.

The District Administrator shall determine the maximum expenditure allowed without a properly signed purchase order.

Employees may be held personally responsible for anything purchased without a properly signed purchase order or authorization.

The Board may acquire office equipment by lease, installment payments, lease-purchase agreements, or by lease with an option to purchase, provided the contract sets forth the specific terms, including price, of such a purchase.

Debarred Contractors Excluded

The District shall not award any contract, agreement or subcontract for goods or services to any party that has been suspended or debarred from receiving contracts or subcontracts by the Federal Acquisition Regulations (FAR).

For any contract or subcontract with a value in excess of \$25,000, the District shall include a provision in the contract or as a condition of any subcontract award that the contracting party attest that it is not at the time of contracting a suspended or debarred party under the Federal Acquisition Regulations and that, if at any time during performance of the services or delivery of goods in the applicable contract, said contractor or subcontractor should be identified as a suspended or debarred entity by the General Services Administration, the contractor or subcontractor shall immediately notify the District of that fact, which shall serve as sufficient grounds to terminate the contract as the District determines is appropriate.

Revised 8/22/16

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Legal 120.12(24), Wis. Stats.
 66.0133, Wis. Stats.
 2 C.F.R. Section 200.213; 200.318 - 200.326
 48 C.F.R. Section 9.4

Last Modified by Kayla Reichley on September 9, 2019



School District of Manawa

Students Choosing to Excel, Realizing Their Strengths

TO: SDM Finance Committee
CC: Dr. Oppor, Ms. O'Brien
FROM: Bryant Cobarrubias
DATE: March 2, 2021
SUBJECT: eRate Aruba Switch Purchase - Summer 2021

The purpose of this memo is to recommend the attached quote for purchase in the 2021-2022 school year.

The attached quote from Skyward includes the materials required to replace three core switches in the main high school data closet. 70% of this cost will be recovered through the federal e-rate fund. The remainder of the purchase will be covered by the Wisconsin TEACH grant.

The current switches were installed in 2016 and are nearing their end of life. The replacement of these switches are consistent with our five year technology infrastructure rotation plan.

This quote has been through the bid process required to comply with federal e-rate laws. Acceptance of the board is requested at this time to proceed with required e-rate filings.

School District of Manawa

800 Beech Street
Manawa, WI 54949

Phone: (920) 596-2525
Fax: (920) 596-5308

**Little Wolf High School
Manawa Middle School**

515 E. Fourth St
Manawa, WI 54949

Phone: (920) 596-2524
Fax: (920) 596-2655

Manawa Elementary

800 Beech Street
Manawa, WI 54949

Phone: (920) 596-2238
Fax: (920) 596-5339

ManawaSchools.org

/ ManawaSchools



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Manawa School District, WI

Aruba erate 2021

Proposal # 9951 tk

Date: 1/12/2021

Presented To: Bryant Cobarrubias



Aruba Erate 2021

3	ARUBA 6300M 48G CL4 POE 4SFP56 SWCH	13832598	\$4,613.98	\$13,841.94
6	ARUBA X372 54VDC 680W PS	11964091	\$293.52	\$1,761.12
6	INCLUDED: Power Cord - U.S. localization Cords		\$0.00	\$0.00
4	ARUBA 10G SFP+ LC SR 300M MMF XCVR	13003948	\$269.35	\$1,077.40
2	ARUBA 10G SFP+ LC LR 10KM SMF XCVR	13567910	\$754.16	\$1,508.32
3	ARUBA 10G SFP+ TO SFP+ 3M DAC CBL	13003938	\$59.14	\$177.42

Sub-Total: \$18,366.20

Purchase Order to: Skyward	
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Aruba Erate 2021	\$18,366.20
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Total:	\$18,366.20
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Payment terms are NET 15

Skyward | 2601 Skyward Drive | Stevens Point, WI 54482

Purchase Orders can be emailed to tomke@skyward.com or loris@skyward.com, or faxed to 715.341.1370

Manawa School District
Terms and Conditions -IT Services Agreement
Proposal Number: 9951
1/12/2021

All proposals are valid for 30 days from date of proposal.

The services described in this Proposal are being purchased in connection with the Universal Service for Schools and Libraries E-Rate Program currently administered by the Universal Service Administrative Company (the "Fund Administrator"). The undersigned, as an authorized representative of Manawa School District by signing this Proposal, does hereby certify to Skyward, Inc. that the following is true and correct:

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1. That the services described in this Proposal are eligible for universal service support and that all required filings have been made to the Fund Administrator and the Fund Administrator has granted approval of the same.
 2. That this Proposal does not contain any charges previously invoiced to the Fund Administrator for which the Fund Administrator has not yet issued a reimbursement decision.
 3. That if this Proposal contains discounts for products or services that contain both eligible and ineligible components, they shall be properly allocated as required by 47 CFR § 54.504(e)(1) and (2).
 4. That no non-discount portion of the costs for eligible services have been waived, paid, or promised to be paid by Skyward, Inc. and that no supported service, free service or products unrelated to the supported service or product has been offered or received.
 5. That no kickbacks, as defined in 41 U.S.C. § 8701, or gifts, gratuities, favors, entertainment, loans or any other thing of value, were offered by, or received from, Skyward, Inc., or anyone else in connection with the Universal Schools and Libraries E-Rate Program.
 6. That if the Fund Administrator requests additional supporting information, all documents requested will be made available to the Fund Administrator as required by 47 CFR § 54.516(b).
 7. That the following records and information will be retained for a period of at least ten (10) years, per Order 262-264, after the day of delivery of services and will be made available to in the event an audit pursuant to 47 CFR § 54.516(c): (i) any and all records that were relied upon in connection with completing this certification; and (ii) all documents necessary to demonstrate compliance with the statutory or regulatory requirements for the Universal Schools and Libraries E-Rate Program as required by 47 CFR § 54.516(a)(2).
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SKYWARD® STANDARD TERMS AND CONDITIONS

(IT Services)

1. Binding Agreement. These Skyward® Standard Terms and Conditions (these “**Terms**”) constitute a binding agreement between you as “**Customer**” and Skyward, Inc., a Wisconsin corporation (“**Skyward**”). By accepting the proposal to which these Terms are attached (the “**Proposal**”) or otherwise using, applying for, or accepting any of the Services (defined below), Customer acknowledges that it has read these Terms and that Customer understands, accepts, and agrees to these Terms. Skyward and Customer may be collectively referred to herein as the “**parties**” or individually as a “**party**” to these Terms.

2. Services. Subject to these Terms, Skyward will perform certain services purchased by Customer as described in the Proposal, or otherwise agreed to by Skyward and Customer in writing (the “**Services**”). In the event any Services to be provided by Skyward to Customer contemplate the creation of object code, such object code shall be referred to herein as a “**Deliverable**.”

3. Support, Training or Installation. If the Services include support, training or installation services, the following shall apply:

(a) On-Site Training. The cost of all on-site training described in the Proposal is based on Customer having training facilities available. Each on-site training day described in the Proposal consists of a six (6) hour training day and a maximum of number of individuals that may attend is stated in the Proposal. In the event the number of attendees exceeds the permitted number, then Customer will be charged an additional \$200.00 for each additional attendee.

(b) Web Enabled Training. The cost of all web enabled training described in the Proposal is based on Customer having training facilities available to support the broadcast of the web enabled training. Web enabled training described in the Proposal consists of up to six (6) hour in a training day and the maximum number of individuals that may attend, as identified in the Proposal. In the event the number of attendees exceeds the permitted number, then Customer will be charged an additional \$200.00 for each additional attendee.

(c) Cancellation or Expiration. Any scheduled service days may be cancelled by Customer up to forty-eight (48) hours in advance. If the scheduled service day is cancelled by Customer with less than forty-eight (48) hours advance notice to Skyward, at the discretion of Skyward, Customer will be responsible for the full amount of the scheduled service. All service days described in the Proposal may be utilized by Customer for a period of up to twelve (12) months. Any service days that are not utilized by Customer within the time provided will expire and are non-refundable.

4. Technical Support. If the Services include technical support hours, the following shall apply: (a) Skyward personnel shall be normally available either via phone or via email Monday through Friday, 7:00 a.m. to 5:00 p.m., central time, except for holidays observed by Skyward; (b) all technical support hours must be used within twenty-four (24) months following purchase or they will be forfeited; and (c) all technical support hours are non-refundable.

5. Security Assessments. If the Services to be provided by Skyward to Customer include information technology network security assessments, Customer acknowledges and agrees that: (a) the Services serve only as a passive conduit to provide the assessment and recommend fixes and are not intended to fix, remedy, prevent, or eliminate any vulnerabilities or insecurities; (b)

Customer is solely responsible for the security and protection of its system; and (c) the Services scan for major known vulnerabilities and a successful assessment does not guarantee or ensure that Customer’s system is free of all vulnerabilities or insecurities.

6. Third Party Products and Services. Any information or proposals for third party products or services provided by Skyward to Customer are for informational purposes only and it is the sole responsibility of Customer to independently verify any terms, conditions, fees and expenses associated with any such third party products or services. Customer further acknowledges that any such information or proposals provided by Skyward were based on information provided by Customer and that Skyward did not perform an independent technology analysis, unless requested by Customer to do so. In the event Skyward provides any third party products or services, Customer agrees that it will be bound by and will comply with the terms and conditions of any end user license agreement or other restrictions of use required by such third parties in association with the use of their products or services.

7. Fees and Payment. Unless otherwise provided in the Proposal, Customer shall pay all fees due Skyward in association with the Services within fifteen (15) days after the date of invoice. Interest on all past due amounts will be charged at the maximum rate permitted by law. If the Services are not commenced within one hundred eighty (180) days from the date of the Proposal, then the applicable fees shall be adjusted to Skyward’s then current rates and fees for such Services. Customer shall reimburse Skyward for all reasonable costs and expenses incurred by Skyward in its performance of the Services in accordance with Skyward’s then current business expense policy. If any authority imposes a duty, tax, levy or fee, excluding those based on Skyward’s net income, upon the Services, then Customer agrees to pay the amount specified.

8. Obligations of Customer.

(a) Customer will make available in a timely manner for Skyward’s use, at no charge to Skyward, all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel required by Skyward to perform the Services. Customer will be responsible for, and assumes the risk of any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of all Customer computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel supplied by Customer. Any Skyward products will be installed by an authorized Skyward customer service representative. In the event Customer is currently utilizing a network installed by a third party, Customer agrees to provide an authorized technical support representative on-site to provide any necessary assistance during the installation process.

(b) Customer acknowledges that meeting any dates agreed to by the parties are contingent upon timely completion of activities by Customer as contemplated by the parties under these Terms, including but not limited to, those activities designated to Customer in Section 8(a) above (a “**Customer Obligation**”). Customer will immediately advise Skyward in writing as soon as it becomes aware of any developments that may delay completion of the Services or a scheduled Deliverable including, without limitation, Customer’s failure or inability to perform a Customer Obligation. Any dates agreed to by the parties will be equitably adjusted by the parties (but in no event less than a day- for-day

adjustment) in writing in the event of: (i) any delay caused by Customer's failure or inability to perform a Customer Obligation; (ii) any delay due to Customer's request for changes; (iii) any delay due to a third party's act, failure to act or delay in performing any obligation whatsoever; or (iv) any other delay incurred as a result of Customer's action(s) or omission(s). No such delay will relieve or suspend Customer's obligation to pay Skyward under Section 7 above and, in addition to such payment obligations, Customer will pay for any and all costs and expenses incurred by Skyward relating to re-staffing as a result of any delay caused by Customer.

9. Proprietary Rights.

(a) Rights of Skyward. Subject to Customer's rights described below, Skyward shall own all rights, title and interest in and to any software programs or tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or generated by Skyward in connection with performing the Services, including all intellectual property rights therein. Nothing contained herein will be construed so as to restrict or limit Skyward's right to perform similar services for any other party or to assign any employees or subcontracts to perform similar services for any other party, provided that Skyward complies with its confidentiality obligations hereunder. Skyward shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, modify, or distribute, including by incorporating into any product or service owned by Skyward, any suggestions, enhancement requests, recommendations or other feedback provided by Customer and any of its employees, agents or users, relating to any product or service owned or provided by Skyward.

(b) Rights of Customer. Subject to these Terms and Customer's payment in full of all fees due Skyward hereunder, Skyward grants Customer a limited, non-transferrable, non-sublicensable, nonexclusive right (exclusive of any rights to use the Skyward products) to use and reproduce any Deliverables solely for Customer's internal use in conjunction with Customer's use of Skyward products as authorized by Skyward in writing and solely for so long as Customer is authorized to use said Skyward products.

(c) Use Restrictions. Customer shall not itself, or through any affiliate, agent, or third party: (i) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code or underlying ideas, algorithms, structure or organization from the Deliverables or defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Deliverables, including without limitation any such mechanism used to restrict or control the functionality of the Deliverables (except that the foregoing provision shall not apply to the extent that such activities may not be prohibited under applicable law); (ii) sell, lease, license, sublicense, distribute or otherwise provide to any third party or any other person the Deliverables, in whole or in part; (iii) modify or create derivative works of the Deliverables; (iv) use or reproduce the Deliverables, except as specifically permitted under these Term; or (v) use the Deliverables to provide processing services to any third party or otherwise use the Deliverables on a service bureau basis. Customer shall promptly notify Skyward of any unauthorized use, disclosure, reproduction, or distribution of the Deliverables,

which comes to Customer's attention, or which Customer reasonably suspects. Customer is solely responsible for obtaining all equipment, and the compatibility thereof with the Deliverables, and for paying all fees including, without limitation, all taxes and any related costs or fees, necessary to use the Deliverables.

10. Limited Warranty.

(a) Skyward warrants to Customer that the Services provided hereunder will be performed in a professional manner and in accordance with good usage and accepted practices as established in the community in which such Services are performed. If Services prove to be not so performed and if Customer notifies Skyward within thirty (30) days from the date of completion of the Services, Skyward will, at its sole discretion, either correct any defects and deficiencies for which it is responsible or render a full or prorated refund or credit based on the original charge for the non-conforming Services.

(b) With respect to any Deliverable, Skyward warrants to Customer that, for a period of thirty (30) calendar days after the date of delivery of such Deliverable to Customer, such Deliverable will substantially conform to any applicable functional specifications for such Deliverable that are described in the applicable Proposal. If any Deliverable does not perform as expressly warranted in this section, Customer will notify Skyward in writing and Skyward will, at its sole option and expense: (i) replace or modify such Deliverable with a Deliverable that performs as expressly warranted in this section; or (ii) if Skyward determines that the foregoing is not commercially reasonable, accept return of such Deliverable (if applicable) and refund to Customer the fees paid by Customer associated with such Deliverable. The foregoing limited warranty does not cover repair or replacement of or refunds for any Deliverable if the nonconformity to such limited warranty is caused, in whole or in part, by: (A) alteration, modification or correction other than by Skyward; (B) software, hardware or interfacing not provided or specified in the applicable Proposal; (C) abuse, misuse or improper installation; or (D) a change to Customer's computing environment that would affect the specific Deliverable.

(c) EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

11. Limitation of Liability. The liability of Skyward to Customer for any claim whatsoever related to any Services and/or Deliverable, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made by Customer to Skyward with respect to such Service and/or Deliverable during the 365 days preceding the cause of action. IN NO EVENT WILL SKYWARD BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES OR A

DELIVERABLE EVEN IF SKYWARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Term and Termination. These Terms shall be effective from the date of acceptance by Customer as provided in Section 1 above and shall continue thereafter until terminated by Skyward or Customer as provided herein. Either party may terminate the Services and these Terms associated therewith, by providing the other party with written notice. Customer shall immediately cease using the Services upon termination and shall pay Skyward all amounts due Skyward through the date of termination, pursuant to Section 7 above. Unless otherwise provided in the Proposal, any prepaid fees will not be refundable in the event of a termination by Customer.

13. Confidentiality. All personally identifiable information and data relating to Customer's students and/or employees provided to Skyward by Customer in association with the Services shall: (a) at all times be treated as confidential by Skyward and will not be copied, used or disclosed by Skyward for any purpose other than for which such information was disclosed; and (b) be subject to the terms and conditions of any data privacy or other similar agreement agreed to by the parties in writing.

14. Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under these Terms due to any cause beyond its reasonable control, including but not limited to, acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, provided that the delayed part: (a) gives the other party prompt notice of such cause, and (b) uses commercially reasonable efforts to promptly correct such failure or delay in performance.

15. Entire Agreement. These Terms shall be governed by the laws of the State of Wisconsin and contain the entire understanding and full and complete agreement of the parties, and supersedes and replaces any prior understandings and agreements among the parties, with respect to the subject matter hereof. These Terms may be altered, amended or modified only in writing, signed by both of the parties hereto. Headings are for convenience only and are not intended to limit or expand the rights of the parties hereto. References to Sections herein shall mean sections of the text of these Terms, unless otherwise indicated.

16. Severability. If any court of competent jurisdiction determines that any provision of these Terms is invalid or unenforceable, such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect of the intent of the parties expressed herein.

17. Waiver. No waiver of a breach of any term of these Terms will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of these Terms. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other exercise by a party of any right preclude any other or future

exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of these Terms or the rights or obligations of any party hereunder.

18. Survival. The provisions contained in Sections 7, 9, 10, 11, 13, this Section, and any other provisions of these Terms which by their very nature are intended to survive the termination or expiration of these Terms will survive the termination or expiration of these Terms and will inure to the benefit of and be binding upon the parties hereto.

19. Assignment. Neither party may, voluntarily or involuntarily, sublicense, sell, assign or otherwise transfer the Proposal and these Terms without the other party's prior written consent. Notwithstanding the foregoing, the transfer of all or substantially all of the Skyward's capital stock or assets to a third party through a sale, merger or other transaction or proceeding shall not be deemed an assignment. Subject to the foregoing, these Terms shall inure to the benefit of and be binding on the parties and their respective successors, affiliates, legal representatives and permitted assigns

20. Counterparts and Signatures. The individual executing the Proposal on behalf of Customer warrants and represents that they have the legal authority to execute and deliver the Proposal and these Terms on behalf of Customer. The Proposal and these Terms may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one agreement. The parties agree that original signatures of a party transmitted by facsimile or in portable document format (pdf) or electronic signatures affixed to the Proposal shall be as valid as an original signature of such party. If this document is executed by electronic signature, both parties agree that their electronic signature is legally binding and shall have the same validity and meaning as a hand written signature and neither party will contest the validity of their respective electronic signature, or claim that it is not legally binding.

Customer Name

Signature

Date

January 31, 2021

Monthly Financial Summary

	Revenues Month	Expenses Month	Revenues YTD	Expenses YTD	
Fund 10 - General	\$ 1,459,697.32	\$ 596,055.92	\$ 3,642,179.31	\$ 3,440,061.23	
Fund 27 - Special Education	\$ 35,481.16	\$ 111,181.24	\$ 98,360.73	\$ 468,202.13	
Fund 50 - Food Service	\$ 25,188.34	\$ 18,916.16	\$ 115,512.39	\$ 132,031.65	
Fund 80 - Community Fund	\$ 30.00	\$ 4,428.11	\$ 795.00	\$ 14,423.77	
			Interest Earnings to Date		Project Exp to Date
Fund 39/49 - Referendum (2018)	\$ 78.56	\$ 58,998.37	\$ 183,240.27	\$ 2,352,142.89	\$ 11,264,065.98
Demo Referendum Project	\$ -	\$ -	\$ -	\$ 39,654.46	\$ 341,852.08
					\$ 23,147.92

Accounts	Balance	Interest Rate	
General Checking	\$ 2,011,002.20	0.105%	
General Money Market	\$ 5,172.81	0.017%	
ADM Investment Savings	\$ 150,782.50	0.100%	
Student Activity Account	\$ 131,416.67	0.060%	
OPEB	\$ 285,162.52		\$ 22,452.41
Fund 46 - Savings	\$ 200,237.00		Change in Value from January 2020

Grants Fund 10	Allocation	Carryover	Total	Claimed to Date	Outstanding Revenue
Carl Perkins (Tech. Ed)	\$ 6,007.00	\$ 1,796.25	\$ 7,803.25	\$ 2,803.95	\$ 4,999.30
ESSER Fund	\$ 78,237.07	\$ -	\$ 78,237.07	\$ -	\$ 78,237.07
GEER Fund	\$ 80,357.56	\$ -	\$ 80,357.56	\$ -	\$ 80,357.56
Title I - Public (Reading/Math)	\$ 83,392.21	\$ 5,364.06	\$ 88,756.27	\$ -	\$ 88,756.27
Title I - Private (Reading/Math)	\$ 28,293.79	\$ 26,665.84	\$ 54,959.63	\$ -	\$ 54,959.63
Title II - Public (Professional Dev.)	\$ 24,689.00	\$ 22,155.38	\$ 46,844.38	\$ -	\$ 46,844.38
Title IV (Stud. Support & Enrich.)	\$ 10,000.00	\$ 6,180.88	\$ 16,180.88	\$ -	\$ 16,180.88
Fund 27					
Flow Through (SPED)	\$ 178,320.00	\$ 9,426.72	\$ 187,746.72	\$ -	\$ 187,746.72
Preschool (Early Childhood)	\$ 8,122.00	\$ 21.10	\$ 8,143.10	\$ -	\$ 8,143.10

Revenues	Budgeted	Collected to Date	Outstanding	2019-20
Property Taxes	\$ 2,660,335.00	\$ 1,423,273.43	\$ 1,237,061.57	\$ 3,000,000.00
Mobile Home Tax	\$ 1,200.00	\$ 892.45	\$ 307.55	\$ 9,016.91
Athletic Event Admission	\$ -	\$ 1,921.50	\$ (1,921.50)	\$ 16,548.60
Open Enrollment In	\$ 121,875.00	\$ -	\$ 121,875.00	\$ 188,855.00
Transportation Aid	\$ 20,000.00	\$ 21,805.00	\$ (1,805.00)	\$ 20,983.20
Equalization Aid	\$ 4,451,438.00	\$ 1,752,441.00	\$ 2,698,997.00	\$ 4,323,683.00
Sparsity Aid	\$ 272,561.00	\$ 272,553.00	\$ 8.00	\$ 283,894.00
Per Pupil Aid	\$ 509,754.00	\$ -	\$ 509,754.00	\$ 523,852.00
High-Cost Transportation Aid	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 47,830.89

Fund 10 Expenses	2019-20 FY Activity	2020-21 Budget	2020-21 FYTD Activity	Percent Expended to Date	Unexpended Balance
Salaries	\$ 3,468,039.37	\$ 3,326,439.00	\$ 1,604,693.20	48.24%	\$ 1,721,745.80
Benefits	\$ 1,456,267.10	\$ 1,486,084.00	\$ 696,717.78	46.88%	\$ 789,366.22
Purchased Services	\$ 2,362,672.87	\$ 2,405,146.91	\$ 722,660.72	30.05%	\$ 1,682,486.19
Non-Capital Objects	\$ 183,772.05	\$ 416,828.66	\$ 187,465.95	44.97%	\$ 229,362.71
Capital Objects	\$ 165,070.36	\$ 127,901.28	\$ 91,405.52	71.47%	\$ 36,495.76
Debt Retirement	\$ -	\$ 1,200.00	\$ -		\$ 1,200.00
Insurance & Judgments	\$ 103,094.51	\$ 124,186.00	\$ 123,456.11	99.41%	\$ 729.89
Transfers (i.e. to Fund 27)	\$ 681,640.24	\$ 648,420.00	\$ -	0.00%	\$ 648,420.00
Other (Dues & Fees)	\$ 29,754.72	\$ 109,139.15	\$ 13,661.95	12.52%	\$ 95,477.20
TOTAL	\$ 8,450,311.22	\$ 8,645,345.00	\$ 3,440,061.23	39.79%	\$ 5,205,283.77

Fund 50 - Revenues	Monthly Total	2020-21 FYTD	2019-20 FYTD
MES Sales	\$ 440.65	\$ 3,122.80	\$ 26,996.25
MMS Sales	\$ 1,014.70	\$ 5,858.95	\$ -
LWHS Sales	\$ 1,907.25	\$ 8,923.05	\$ 57,330.35
Catering	\$ 1,370.96	\$ 2,744.45	\$ 2,701.97
Aid	\$ 20,454.78	\$ 94,863.14	\$ 63,141.67
Total	\$ 25,188.34	\$ 115,512.39	\$ 150,170.24
Fund 50- Expenses			
Salaries	\$ 8,040.82	\$ 55,511.09	\$ 63,398.23
Benefits	\$ 3,272.15	\$ 23,093.40	\$ 23,307.82
Purchased Services	\$ -	\$ -	\$ -
Repair/Maintenance	\$ 394.00	\$ 679.87	\$ 1,493.85
Operational Services	\$ 172.72	\$ 557.94	\$ 1,127.68
Employee Travel	\$ -	\$ -	\$ -
Fuel - Vehicle	\$ -	\$ 35.83	\$ 45.00
Commodity Charges	\$ -	\$ 3,690.02	\$ 3,607.68
Central Supply	\$ -	\$ 2,316.11	\$ 3,115.20
Food	\$ 7,036.47	\$ 42,722.39	\$ 51,882.53
Capital Equipment	\$ -	\$ -	\$ -
Other Non-Capital Objects	\$ -	\$ 3,425.00	\$ -
Total	\$ 18,916.16	\$ 132,031.65	\$ 147,977.99
	End June 2020	Rev-Exp FYTD	
Fund 50 Balance	\$ 70,781.00	\$ (16,519.26)	



School District of Manawa

Students Choosing to Excel, Realizing Their Strengths

To: Board of Education
From: Carmen O'Brien
cc: Dr. Melanie Oppor
Date: 3/3/2021
Re: Recommendation for Professional Auditing Services

Recommendation:

I recommend contracting with WIPFLI for the next three years for professional auditing services.

Rationale:

In May of 2020, the former district auditor abruptly informed me that they would not be able to do the School District of Manawa audit. At that time, I called every auditing firm I could find that does school district audits. I only found two auditors that could possibly complete our 2020 audit and WIPFLI was the less expensive of the two.

WIPFLI was very easy to work with. They did much of the audit remotely and I was able to give them "view access only" to our Skyward system so that they could create their own reports as they needed them. This saved time for our entire office. Brian was wonderful to work with. He has continued to answer my questions throughout the year, unlike our last auditing firm. I would like to stay with WIPFLI to continue to better our practices within the District and make the auditing process go as smoothly as possible.

The cost for 2021 is the same that was charged for the 2020 audit. They include a modest increase of \$300 per year for each year for the next two years.

School District of Manawa

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Manawa, WI 54949

Phone: (920) 596-2525
Fax: (920) 596-5308

Little Wolf High School Manawa Middle School

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Phone: (920) 596-2524
Fax: (920) 596-2655

Manawa Elementary

800 Beech Street
Manawa, WI 54949

Phone: (920) 596-2238
Fax: (920) 596-5339

ManawaSchools.org



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COST PROPOSAL

A proposal for Professional Auditing Services

School District of Manawa

Manawa, Wisconsin

February 8, 2021

WIPFLI

Rob Ganschow, CPA, CFE
Partner
715.858.6642
RGanschow@wipfli.com

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Dollar Cost Bid

1. Compensation

(All-inclusive fee per year. We will not charge any additional fees for travel expenses, other consumables, etc.)

	2021	2022	2023
Financial Audit, including a State Single Audit	\$18,000	\$18,300	\$18,600
Federal Single Audit, if required	\$2,000	\$2,000	\$2,000
Membership Audit, if required	\$3,000	\$3,000	\$3,000

2. Circumstances for increase in fees shown above/services outside the scope

We do not charge any additional fees for routine consultation during the year. The above fee estimates are based upon conducting a “normal” audit of the School District. Should we encounter problems which would affect these fees materially, such as fraud or incomplete records, or should new auditing standards be placed upon us that were not in existence at the time this proposal was written, we would fully discuss the circumstances and potential fee increase with management before proceeding.

3. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the agreement and out-of-pocket expenses incurred in accordance with the firm’s dollar cost bid proposal. Interim billings shall cover a period of not less than a calendar month. Ten percent (10%) will be withheld pending delivery of the firm’s final reports.



School District of Manawa

Students Choosing to Excel, Realizing Their Strengths

General Fund – Fund 10

This is the primary account that revenues and expenses are run through. It does not include: Gifts, Special Education, Referendum, Long-term Capital Improvement Fund, Food Service, Student Activity Accounts, Scholarships, Community Service (Fund 80), and other smaller accounts.

- ❖ **Fund Balance** - At the end of each fiscal year, the fund balance is reported for the Fund 10. This is the amount of money that is carried over into the next school year. By Board policy, it needs to remain at 18% of the previous year's expenditures. If it is kept at 22% of expenditure, it is very likely that short-term borrowing will not be necessary.

Fund 46 – Long-term Capital Improvement Trust Fund

"Savings" account to complete projects that are part of the long-term maintenance plan. This plan was adopted by the board in October 2017 and can be modified to be able to fund applicable projects. The funds will be available in October 2022.

Referendum – Fund 49

The SDM is nearing the end of projects funded by the referenda. The following are the balances for each project as of January 31, 2021:

- ❖ **Former Elementary School project** - \$23,147.92
- ❖ **Construction project** - \$907,189.54
(*Estimate: parking lot project budget = \$777,215, remaining = \$129,975*)

ESSER I – Elementary and Secondary School Emergency Relief grant program

The DPI was awarded \$158 million that it has made available to district in WISEgrants. Can be used for:

- Preparedness and response to COVID-19
- Outreach and services to special populations
- Addressing long-term closures
- Education technology
- Mental health supports
- Addressing afterschool and summer activities
- Continued staff employment

GEERS – Governor's Emergency Education Relief grant program

The CARES Act required the DPI to determine which school districts were most impacted by COVID-19. The SDM was qualified for this program and funds can be used for:

- Health and Safety
- Infrastructure and Schedule Modifications
- Remote and Distance Learning

ESSER II was signed into law on December 27, 2020 and funds may be used through September 30, 2023. This money may be used for all the original activities under ESSER I as well as:

- Addressing learning loss among students
- School facility repairs and improvements to risk of virus transmission
- Maintaining the operation of and continuity of services in schools including continuing to employ existing staff

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