

"A Caring School Community Dedicated to Excellence"

**REGIONAL SCHOOL UNIT #38
BOARD OF DIRECTORS
Maranacook Community Middle School & Zoom
March 10, 2021, 6:30 p.m.**

AGENDA

Join Zoom Meeting <https://us02web.zoom.us/j/85256494802>

1. Call to order:
2. Budget Workshop: (45 min.)
 - a. Joint Budget Meeting with Select Boards
 - b. Budget deliberations, follow-up and decision making
 - c. Citizens' comments regarding budget
3. Citizens' Comments (not budget related):
4. Additions/Adjustments to the Agenda by Board and/or Superintendent: (5 min.)
5. Student Petition Discussion (15 min.)
6. Action Item: (30 min.)
 - a. Approval of Minutes of March 3, 2021*
 - b. Acceptance of teacher resignation effective June 30, 2021, Elementary Physical Education, Nancy Martin
 - c. Consideration of Contract for School Privileges (Grades 6-12) between RSU #38 and Fayette School Department*
 - d. Consideration of District Network Improvements Contract*
7. Adjournment:

Any citizen who wishes to add an item to the agenda may do so by notifying the Board Chair or the Superintendent's Office, in writing, ten days prior to the Board's next scheduled meeting.

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REGIONAL SCHOOL UNIT #38 BOARD OF DIRECTORS
Maranacook Community Middle School & Zoom
March 3, 2021
Minutes of Meeting

Members Present: Chair Gary Carr, Vice Chair Wendy Brotherlin, Kim Bowie, Patty Gordon, Cathy Jacobs, Rebecca Lambert, Betty Morrell, Shawn Roderick, Melissa Tobin, David Twitchell, Dane Wing, Alexander Wright (one vacant position)

Student Reps: Rocco Scott, Cooper Tarbuck

Administrators: Superintendent James Charette, Technology Director Diane MacGregor, Principals Jeff Boston, Dwayne Conway, Janet Delmar, Abbie Hartford, and Kristen Levesque, Curriculum, Instruction & Assessment Director Nancy Harriman, Special Education Director Ryan Meserve, Finance Manager Brigette Williams, Adult & Community Education Director Steven Vose

1. Call to Order: Chair Carr called the meeting to order at 6:30 p.m.
 Superintendent Charette stated, in accordance with An Act to Implement Provisions Necessary to the Health, Welfare and Safety of the Citizens of Maine in Response to the Covid-19 Public Health Emergency as enacted to read Sec. G-1 MRSA Subsection 403-A Public proceeding through remote access during declaration of the state of emergency due to Covid-19 this business meeting is being held with a mix of in person and virtually, through zoom. The meeting is being recorded and will be posted on the maranacook.org YouTube channel.
 This meeting's public comment portions are Item 3, and during the budget discussion, Item 8f. We respectfully ask that the virtual audience with the exception of the board members mute their microphones. There is a chat box feature in zoom that will only be used during the public comment portion of the agenda. If you have questions or comments we respectfully ask that you contact the central office or email the superintendent or any board member and an answer will be provided as soon as possible. We ask for the public's patience during these highly unusual circumstances. Attendance and all votes will be done through roll call.
2. Student Representative Reports:
 Middle School student representatives Cooper Tarbuck, and Rocco Scott reported on team projects, and school wide events.
 Superintendent Charette reported that high school student representatives Claire Holman and Morgan Boynton are both at a ski meet and are unable to report this evening.
3. Citizens' Comments: none
4. Additions/Adjustments to the Agenda by Board and/or Superintendent:
 David Twitchell requested a discussion about the student petition/letters the board received. This will be item 6h., student petition discussion.
5. a. Reports:
 Superintendent Charette and Dr. Conway responded to questions about the Board reports regarding the Dual Enrollment Program and concerns about the lack of transportation. Regarding the transportation issue, Superintendent Charette reported all the buses are full except for the Wayne buses, but we have 11 drivers and several vacant positions. Truancy numbers were updated for February, with 1 new truancy at the high school level.
 Superintendent Charette introduced Sarah Morrill, the new Health Center Director.
- b. Committees:

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Patty Gordon reported on the most recent Policy Committee meeting. There are 2 policies included for first readings: BEDL and JGAB. Two other policies are ready for first readings and will be presented at the April 7th meeting. Any comments or suggestions on the first reading policies should be forwarded to the Superintendent or a Policy Committee member prior to the next meeting. The Policy Committee requested the Principals attend the March 16 meeting for a discussion on Policy JICJ, Student Use of Cell Phones and Other Electronic Devices.

6. Action Items:

a. Approval of Minutes of February 24, 2021 Meeting

MOTION by Brotherlin, second by Wright to approve the Minutes of February 24, 2021 as presented.

Roll Call Vote – Motion Carried: 11 in favor, 0 opposed, 1 abstained (Tobin)

b. Acceptance of Donations

MOTION by Brotherlin, second by Wright to accept the donations as presented.

Roll Call Vote – Motion Carried: unanimous

c. Consideration of overnight trip – High School, Hidden Valley Nature Center, Jefferson, Maine, March 13-14, 2021

MOTION by Brotherlin, second by Wright to consider the overnight trip to Hidden Valley Nature Center in Jefferson, Maine, as presented.

High School teacher Robyn Graziano reported the Outdoors Nature Team was awarded this trip through the Trails Project. Ten students are planning to go on the trip and they have organized the meals, how they will sleep and are excited to learn how to make a shelter for sleeping. There is also a warming hut available if they get too cold.

Roll Call Vote – Motion Carried: unanimous

d. Consideration of Approval of Facilities Bond Projects

MOTION by Brotherlin, second by Wright to accept the recommendation of the Facilities/Transportation Committee and approve the projects to be funded through the Facilities Bond as outlined in item 6d.

Superintendent Charette reported that these are projects that were reported on last week. There is approximately \$541,179.00 remaining in bond proceeds after these projects and 1 ½ years remaining to use the funds. The IA updates and the labor costs to install the LED lights at the track/fields are not included, but those will be brought to the Board prior to the work being started.

Roll Call Vote – Motion Carried: unanimous

e. Consideration of Approval of 2021-2022 School Calendar

MOTION by Brotherlin, second by Wright to approve the 2021-2022 School Calendar as presented.

Discussion ensued about snow days versus remote learning days. Superintendent Charette reported that as long as we can provide meals for the students, we can use remote learning days. Snow days would be used for days following a weekend, or days where there are expected wide spread power outages. Should some families lose power and a remote day is called, the students would not be penalized for not having their work done or logging on to a class. Devices will be available for all students. The proposed calendar includes 5 emergency days and it would be up to the Superintendent to decide whether days are remote learning days or snow days. The proposed calendar has been reviewed by the Administrative Team and Staff Association.

Roll Call Vote – Motion Carried: unanimous

f. Policy Second Reading – JJE, Student Fundraising Activities

MOTION by Brotherlin, second by Wright to approve the revision of Policy JJE as presented. **Roll Call Vote – Motion Carried:** 11 in favor, 0 opposed, 1 abstained (Bowie)

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Question was asked about the extension for last year seniors to use their class funds since they didn't get Project Graduation. Is anything going to be done? Has that even been talked about? What about this year's seniors? Dr. Conway responded that the money is still there for the Class of 2020 and the events are to be planned by the students. The Superintendent added the extension for the Class of 2020 gives them 5 years to plan something. They need to contact Dr. Conway.

Dr. Conway added that regarding the Class of 2021, there has been an advisor meeting and a meeting with seniors and a meeting with senior parents is planned for next week.

g. COVID Data Update

Superintendent Charette shared a summary and data sheet that was recently updated. The District is doing very well right now.

h. Student Petition Discussion (addition to agenda)

David Twitchell stated he would like to give students an opportunity to speak at the March 10th, meeting. Last week the Board was assured that all schools were following protocols but the snapshot given in the petition/statements from this group of students' states things were not completely accurate. He would like to have assurances that we are listening to the students. He wants the Board to seriously think about whether we can do more to reassure that we are protecting everyone in the school community as thoroughly as we can.

Reminder was made that people are welcome to come to the Board and speak during citizens' comments to share their viewpoints with the Board.

7. Informational – upcoming meetings

8. Budget Workshop: last part of the budget workshop – miscellaneous accounts

a. Updates

Superintendent Charette reported no changes were made to the draft budget since last week and everything that is being presented tonight is included in the budget. He expects an update next week that will include some reductions. Regarding the Technology budget, he is working with Mrs. MacGregor; the figures are still fluid, but they will work together to move some of those costs to the ESSERF grant. Oil prices are a concern, so they will hold off on going out to bid. Another concern is the property and casualty insurance rates are projected to increase 18-24%. Normally we estimate 15% and adjust accordingly.

b. Co- and Extra- Curricular

There are no new requests, but the budget is up \$7,500 due to salaries, benefits, and workers compensation.

c. Transportation

The Transportation budget is up about \$42,872 which is partly due to salaries, benefits, and workers compensation. The budget also includes additional special education transportation costs for an out-of-district placement. There is also a need for a special education bus aid. The remaining increase is due to insurance increases. There are decreases in equipment and bus leases.

d. Miscellaneous Cost Center/Accounts (Adult Education, Food Service, Health Center, Professional Development/Assessment/Curriculum, Systems Administration, Debt Service)

Health Center - There are no new requests. The Health Center is funded through local funds, a state grant, and a Family Planning grant.

Adult Education – There are no additional requests. In the past, Mr. Vose's budget included a request of \$12,000 for the CDL program, but he has a little reserve in that budget, so he is not requesting the \$12,000 this year.

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Professional Development/Curriculum/Assessment This portion of the budget brings the Director of Curriculum, Instruction and Assessment position back to full time (60% this year); includes funds for ALICE training, which has been done through RSC; for an overall increase of \$30,000.

Food Service – There are no new requests in this budget and no addition to local funding.

Systems Administration – This line is up about \$49,000 due to salaries, school board liability insurance, ADS software, and dues and fees.

Debt Service/Lease purchases – This line is down about \$464,263, mostly due to the middle school and athletic fields bonds being paid off. The Superintendent noted that whatever the Board decides with technology will likely be through a lease.

e. Board Questions

Shawn Roderick expressed concerns regarding transportation. What have we looked at for options to fill the driver positions (bonuses, train people and pay for it if they stay X number of years)? Superintendent Charette responded that they have talked about these options. It would require the Board to commit a sum of money to do these things. He will bring a potential amount back to the Board for consideration.

Steve Vose added that he recently had a conversation with Transportation Manager Julie Greenleaf about this. It is not necessarily a shortage of school bus drivers, but the Board would need to make the monetary commitment. He and Ms. Greenleaf have talked about starting something locally, perhaps having driving students do some of their driving time along the bus routes, etc.

Kim Bowie asked about the request from John Harker last week and the consideration of setting aside a sum of money; Mr. Harker suggested \$5,000 for nutrition curriculum. Superintendent Charette responded this is not in this budget. The Board needs to consider whether this is something they want to pursue. He will look into what Mr. Harker suggested.

Cathy Jacobs added that before the Board commits to any amount of money she would like to see what is already in the curriculum.

f. Citizens comments regarding budget

A citizen asked if the Board has thought about any alternative heat sources. The Superintendent responded we do have heat pumps in strategic places, but we can look at that further.

g. Board discussion: see above

9. Executive Session to consider labor contract discussions between the RSU #38 Board of Directors and the Maranacook Area School Staff Association pursuant to 1 M.R.S.A. § 405(6)(D)

MOTION by Brotherlin, second by Wright to enter Executive Session to consider labor contract discussions between the RSU #38 Board of Directors and the Maranacook Area School Staff Association pursuant to 1 M.R.S.A. § 405(6)(D)

Roll Call Vote – Motion Carried: unanimous

The School Board entered Executive Session at 8:00 p.m. and returned to Public Session at 8:36 p.m. No action was taken.

10. Adjournment: The meeting was adjourned at 8:38 p.m.

Respectfully submitted,

James Charette, Superintendent/Secretary
D. Foster, Recorder



MARANACOOK AREA SCHOOLS

A Caring School Community Dedicated to Excellence

James Charette
Superintendent of Schools

Nancy Harriman, Ph.D.
Director of Curriculum, Instruction & Assessment

Tel. 207-685-3336

Ryan Meserve
Special Education Director

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Fax. 207-685-4703

TO: RSU #38 Board of Directors 6c.

FROM: Jay Charette, Superintendent of Schools

SUBJECT: Consideration of Contract for School Privileges (Grades 6-12) between RSU #38 and Fayette School Department

DATE March 5, 2021

This contract comes due every 5 years with the current cycle ending June 30, 2021. We worked with Drummond Woodsum and Fayette to update the language in the contract. There are no substantial changes to the language and it meets all requirements set out in statute. This is not an exclusive contract but it is worth noting that we typically receive a bulk of the class size request to attend the Maranacook Community Middle School. The contract includes timelines if we would have to limit enrollment, provisions on Special Education, Transportation, and tuition payment. We have had a mutually beneficial relationship with Fayette concerning this contract and I recommend the Board approve the Contract for another 5 year period.

Sample Motion:

I move to accept the Contract for School Privileges grades 6 through 12 with Fayette as recommended by the Superintendent.

CONTRACT FOR SCHOOL PRIVILEGES
(Grades 6 through 12)

THIS NON-EXCLUSIVE SCHOOL TUITION AGREEMENT (“Agreement”) is entered into as of June 30, 2021 (the “Effective Date”), by and between the Town of Fayette, a municipal school unit acting by and through its School Committee (“Fayette”) and Regional School Unit No. 38, a school administrative unit acting by and through its School Board (“RSU 38”) (individually, a “Party”; collectively, the “Parties”).

RECITALS

WHEREAS, pursuant to 20-A M.R.S. § 2701, the voters of Fayette voted at a town meeting duly called and held on _____, 2021 to authorize the Fayette School Committee to contract with RSU 38 for non-exclusive school privileges for Fayette resident students in Grades 6 through 12 for a five-year term; and

WHEREAS, pursuant to 20-A M.R.S. § 2702, the voters of RSU 38 voted at a budget meeting duly called and held on _____, 2021 to authorize the RSU 38 School Board to contract with Fayette for non-exclusive school privileges for Fayette resident students in Grades 6 through 12 for a five-year term.

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein, the Parties, intending legally to be bound, agree as follows:

1. Term; Termination.

- A. Term. RSU 38 agrees, for a period of five (5) school years commencing July 1, 2021 and ending June 30, 2026, to provide and make available educational services for Fayette resident students in Grades 6 through 12 (collectively, “Tuition Students”). As of the Effective Date, this Agreement supersedes in all respects the Contract for School Privileges dated May 19, 2015 between the Parties, which by its terms was to expire on June 30, 2021.
- B. Termination. Either Party may terminate this Agreement by giving the other Party notice of termination in writing at least two years prior to the effective date of termination. RSU 38 shall immediately file a copy of said notice of termination with the Commissioner of the Maine Department of Education (“MDOE”) in accordance with 20-A M.R.S. § 5803.

2. Educational Services. RSU 38 agrees to provide Tuition Students with an educational program that meets all educational standards established by the MDOE. Educational program services shall be provided to Tuition Students on the same terms and to the same degree as those services provided to RSU 38 students in the same grades, except as otherwise provided in this Agreement. Without limiting the foregoing, Tuition Students shall be subject to the same policies and procedures regarding academic performance, behavior, and discipline as RSU 38 resident students in the same grades.

3. Non-exclusive Agreement; Limitation on Enrollment. This Agreement is a non-exclusive school tuition agreement. On or before January 15 of each year, Fayette shall provide the

Superintendent of RSU 38 written notice of the names and grade levels of all Fayette resident students who are expected to enroll as Tuition Students in the following school year. The Superintendent of RSU 38 may limit the number of Fayette students that may become Tuition Students if the Superintendent of RSU 38 determines that such a limit is necessary to maintain an acceptable quality of service with existing personnel, buildings, programs, placements and other resources. The Superintendent of RSU 38 shall provide Fayette preliminary written notice of any such limit by March 1 and final notice no later than the date of the RSU 38 budget meeting (usually in May) held prior to the school year to which the limit will apply.

4. Special Education Students and Students with Disabilities.

- A. Special Education Services and Programs. RSU 38 shall provide all special education and related special education services for Tuition Students as required by an Individualized Education Plan (“IEP”) prepared by each qualifying Tuition Student’s IEP Team to the extent RSU 38 has an appropriate program or placement that meets the terms of the IEP and applicable requirements of Maine law and regulations. Decisions about whether RSU 38 can implement the terms of the IEP and whether RSU 38 has an appropriate program or placement for qualifying Tuition Student pursuant to the requirements of the IEP shall be made by RSU 38 in consultation with the Fayette Superintendent (or designee). In no event shall RSU 38 refuse to provide services set forth in the IEP except for Tuition Student removals of not more than 10 cumulative school days in the school year, when a Tuition Student has been properly expelled from RSU 38, or when RSU 38 has determined pursuant to this paragraph that the necessary program or placement does not exist. RSU 38 has no obligation under this Agreement to create new programs for qualifying Tuition Students.
- B. IEP Team Meetings. The Fayette Superintendent (or designee) shall represent Fayette for special education programming, supervision of the IEP Team process, and supervision of the evaluation process for Tuition Students. IEP Team meetings must be attended by the Fayette Superintendent (or designee who has written authority to obligate Fayette fiscal resources) when the IEP Team is considering an out-of-district placement, program change, or additional costs. In the event the IEP Team is unable to reach consensus on issues that are responsibility of the IEP Team, the Fayette representative at the IEP Team meeting shall make the decisions on those issues, subject to the due process rights of the qualifying Tuition Student’s parents/guardians in relation thereto.
- C. Consultation; Good Faith. RSU 38 will work cooperatively with the Fayette Superintendent (or designee), and, upon request, will provide the Fayette Superintendent (or designee) with all information regarding classroom observations, performance, academic achievement testing, and functional behavior assessment components of a qualifying Tuition Student’s evaluation process. The Fayette Superintendent (or designee) shall provide input to the RSU 38 Director of Special Education on the proper implementation of a qualifying Tuition Student’s IEPs or any perceived deficiencies in IEP implementation. RSU 38 will consider such input in good faith and will respond in an appropriate manner consistent with the terms of this Agreement. In addition, RSU 38 will provide all Tuition Student IEP Team meeting notices, meeting minutes, and IEPs to the Fayette Superintendent (or designee).

- 5. Tuition.** Fayette agrees to pay RSU 38 the following tuition charges:
- A. Regular Program Tuition. For each Tuition Student, Fayette shall pay the maximum allowable tuition rate established by MDOE pursuant to 20-A M.R.S. § 5804(1) (for elementary school Tuition Students, Grades 6-8) and 20-A M.R.S. § 5805(2) (for secondary school Tuition Students, Grades 9-12), or any successor provisions.
 - B. Special Education Costs. Fayette shall be responsible for all the costs of special education for qualifying Tuition Students, whether or not those costs qualify for state subsidy, as follows: The maximum allowable tuition provided in Section 5.A, above, expressly excludes expenditures for special education. Therefore, in accordance with MDOE's Maine Unified Special Education Regulation (MUSER), codified at 05-071 ch. 101, Section IV(4)(A) and (B) and Section XVIII, for each qualifying Tuition Student, in addition to the maximum allowable tuition provided in Section 5.A, above, Fayette shall be responsible for the actual costs of special education for qualifying Tuition Students, including special education transportation costs and costs for facilities modifications required to accommodate qualifying Tuition Students. For purposes of this Section 5.B, special education costs shall include support services (including, but not limited to, physical therapy, occupational therapy, speech and language therapy, psychological services/evaluations, and educational technician support as set forth in the IEP), costs of non-special education 504/ADA plans and services, any other allowable costs for the computation of special education tuition rates, and reasonable attorneys' fees incurred by RSU 38 in connection with disputes over delivery of special education services or 504/ADA plan services for Tuition Students.
 - D. Career and Technical Education (CTE) Program Tuition. For each qualifying Tuition Student, Fayette shall pay all costs that are attributable to a Tuition Student's enrollment in an RSU 38 career and technical education center program (currently, CATC), up to the maximum allowable tuition as provided in Section 5.A, above, and as further limited by 20-A M.R.S. § 5809 or any successor provision.
 - E. Payment of Tuition. Tuition and any other costs pursuant to this Agreement shall be billed to Fayette by RSU 38 in quarterly invoices, with a reconciliation after the MDOE sets final tuition rates and during the fiscal year in which the costs are incurred. Invoices shall be paid within thirty days of the billing date as required by 20-A M.R.S. § 5810.
- 6. Transportation.** Fayette is responsible for providing transportation services at its own expense for all Tuition Students, including transportation for special education students and students with disabilities. RSU 38 agrees to provide transportation services to and from RSU 38 schools and CTE programs for Tuition Students enrolled in a CTE program. The scope of transportation services provided by Fayette shall be determined by the Fayette School Committee.
- 7. Records.** RSU 38 shall maintain Tuition Student records in accordance with applicable law and to the same extent as such records are maintained for RSU 38 resident students. To the extent permitted by law, Fayette shall be entitled to copy, review, and inspect the books and

records of RSU 38 related to Tuition Students, including special education students and CTE students.

8. Miscellaneous.

- A. General Powers. Nothing in this Agreement shall limit the authority of the Parties to exercise all the powers granted to them by state law over students, except as expressly provided to the contrary in this Agreement.
- B. Governing Law. This Agreement shall be governed by and construed in accordance with Maine law and federal law, and any provisions found to be inconsistent with Maine law and/or federal law shall be severable from the remainder of this Agreement. This Agreement shall incorporate any and all amendments to state or federal laws or regulations that require modification of the terms therefor.
- C. Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, and understandings relating to matters provided herein.
- D. Amendment; Successor Agreement. Fayette shall notify RSU 38 in writing before July 1, 2025 if it desires to enter into a successor contract for school privileges upon the expiration of this Agreement. If such notice is given, or if the Parties desire to materially amend this Agreement, representatives of the Parties shall promptly meet to discuss the terms of a materially amended or successor agreement for presentation to their respective voters to the extent required by 20-A M.R.S. §§ 2701-2702.
- E. Notices. Any notice, demand, or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly received on the date of personal delivery or three days after the date of mailing if mailed by registered or certified mail, return receipt requested, to the following addresses, or to such other address as either Party may request by notifying in writing the other Party to this Agreement.
- To Fayette: Superintendent of Schools
Fayette School Department
2023 Main St.
Fayette, ME 04349
- To RSU 38: Superintendent of Schools
RSU 38
45 Millard Harrison Dr.
Readfield, ME 04355
- F. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- G. Filing with Commissioner. The Parties shall file a copy of this Agreement with the Commissioner, as required by 20-A M.R.S. § 2703(1)(E).

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

Fayette School Committee

RSU 38 School Board

By: _____
(Printed Name)

By: _____
(Printed Name)

Chair, _____
(Signature)

Chair, _____
(Signature)

Date

Date

This Agreement was filed with the Commissioner of the Maine Department of Education on _____, 2021.



MARANACOOK AREA SCHOOLS

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James Charette
Superintendent of Schools

Nancy Harriman, Ph.D.
Director of Curriculum, Instruction & Assessment

Tel. 207-685-3336

Ryan Meserve
Special Education Director

Brigette Williams
Finance Manager

Fax. 207-685-4703

TO: RSU #38 Board of Directors 6d.

FROM: Jay Charette, Superintendent of Schools

SUBJECT: Consideration of District Network Improvement Contract

DATE March 5, 2021

This is the recommended Network Improvement bid contract. The bid submitted by Systems Engineering meets our requirements. The network improvements are across all school buildings as shared previously at the February 25th Board of Directors meeting. Sixty percent (60%) of the cost is funded through E-rate with 40% funded locally, but will be included in the ESSERF grant. I recommend this contract be approved.

Sample motion:

I move to award the District Switch and Wireless Upgrade to Systems Engineering as recommended by the Superintendent.



District Switch and Wireless Upgrade

Prepared for:
RSU 38 - Maranacook

Prepared by:
Marco Gasbarrone
February 22, 2021



Monday, February 22, 2021

RSU 38 - Maranacook
Diane Macgregor
45 Millard Harrison Drive
Readfield, ME 04355
diane@maranacook.com

Dear Diane,

Thank you for providing Systems Engineering with the opportunity to enable the exceptional within your organization. In working with clients to address their pain points and achieve business goals, our only mission is to assist your district to go where you want to grow.

Based upon the information you provided, Systems Engineering recommends the following:

- Hosted, centrally managed, and powerful switching and wireless solution from Cisco Catalyst and Meraki

Thank you very much for the opportunity to assist you with your project.

Sincerely,

A handwritten signature in black ink, appearing to read "Marco Gasbarrone", written over a horizontal line.

Marco Gasbarrone
Business Development Manager
Systems Engineering



How Systems Engineering Can Help

Education Expertise

Systems Engineering has extensive experience providing IT solutions to the education market throughout New England. Over the years, we have developed a thorough understanding of these complex computing environments which have been critical in creating successful partnerships. These strong roots have given us a clear understanding of your business drivers and broad exposure to industry-relevant technologies.

At Systems Engineering, we are committed to being a valuable business partner, working with you to address all your IT challenges. We do this by offering highly experienced Account Managers with years of experience working with educational institutions. These resources are available to forecast your needs and develop technology plans to optimize IT your investment.

Systems Engineering helps you reach your strategic goals by leveraging IT to manage growth and streamline internal operations. We work to minimize operational risk while aligning IT with the strategic goals of the school system. As your IT partner, Systems Engineering is also committed to providing the highest level of support and service with a focus on network reliability, confidentiality and security. This peace-of-mind enables you and your IT department to focus on achieving academic and operational excellence.

Systems Engineering delivers the following unique benefits to Educational Institutions:

- We understand how crucial technology is to achieving objectives. Systems Engineering has the depth and breadth of engineering resources to ensure the successful deployment and ongoing support of critical applications.
- We are sensitive to low tolerance for network downtime. We provide project management and skilled engineering teams to minimize disruption associated with scheduled maintenance windows.
- Systems Engineering has security at the forefront of its engagements. As an organization with a significant amount of student and personal information, you expect a strong security stance from your key IT partner. At Systems Engineering, we build security into everything we do and you can expect us to hold your sensitive data and processes in confidence as evidenced by our annual SOC 2 audit. In addition, we offer a variety of services to enhance your network and employee security.
- Technology is ever-evolving. We help you get ahead and stay ahead of the constant changes in the technology landscape for the education marketplace. Systems Engineering has deep experience with implementing wireless solutions, web applications, applications, network security, designing voice or video collaboration solutions or determining how best to roll out and manage mobile devices.

Comprehensive IT Services

Systems Engineering's comprehensive IT Services include:



SYSTEMS
engineering

- IT Consulting Services
- Managed IT
- Cloud Services
- Security Services
- Software Services
- Industry Specific Experience



Introduction

Systems Engineering (SE) has conducted multiple meetings and solutioning calls with RSU 38 to design a project bill of materials and scope of work to deliver an end to end upgrade of the wireless and switching network at Maranacook High School and Middle School and the Manchester, Mount Vernon, Readfield, and Wayne Elementary Schools. This project will be a "lift and replace" of the former MLTI equipment to significantly expand coverage, bandwidth, visibility, and scalability of the district network. This project will also deliver Layer 3 switching in place of the older Cisco routers currently handling routing and site to site traffic management. Additionally, this project includes a next generation firewall outfitted with advanced security services to uplift the security at the network perimeter AND enable the district to use the full capacity of the recently upgraded MSLN circuit. Finally, this proposal includes a one year service agreement (with option to renew annually) that will enable RSU 38 staff to contact SE as needed for solutioning, and proactive or reactive support to deal with down or degraded network issues.

In summary, upon acceptance of this agreement, RSU 38 will achieve the following goals:

- Upgrade all wireless and network switching hardware to displace out of support equipment and soon to be unsupported MLTI equipment
- Provide an increase in district bandwidth and wireless coverage which will improve WiFi access and speed
- Upgrade district network security to protect against automated or targeted malicious attacks
- Provide a support mechanism for RSU 38 staff which will bolster the efficiency of the district's response to wireless issues

Also included with this quote a wireless bridge solution. RSU 38 has solicited Systems Engineering (SE) for a quote to provide an outdoor wireless solution for Athletic Fields.

The solution will be build on Meraki outdoor access points and antenna hardware and fully managed via the existing Meraki dashboard. This proposal includes:

- (2) Meraki MR86 outdoor rated WAP and (1) 8 Port Network Switch
- 5 year Meraki licenses
- (2) Meraki dual band patch antenna
- (4) Meraki omni antenna for client access



SYSTEMS
engineering

Cisco Switches

| Product Description | Qty | Price | Ext. Price |
|--|-----|------------|--------------------|
| Cisco Digital Network Architecture Essentials for C9200L - Term License - 24 Port - 1 Year 4X10G UPLINKS K12 | 8 | \$4,046.99 | \$32,375.92 |
| Cisco Catalyst C1000-48FP Ethernet Switch - 48 Ports - Manageable - 2 Layer Supported - Modular - Twisted Pair, Optical Fiber POE 4X10G SFP | 2 | \$4,670.03 | \$9,340.06 |
| CATALYST 1000 8PORT GE FULL POE 2X1G SFP | 1 | \$674.86 | \$674.86 |
| Cisco Digital Network Architecture Essentials - Term License - 48 Port - 3 Year | 8 | \$659.70 | \$5,277.60 |
| AddOn Cisco SFP-10G-SR Compatible TAA Compliant 10GBase-SR SFP+ Transceiver (MMF, 850nm, 300m, LC, DOM) - 100% compatible and guaranteed to work | 2 | \$192.95 | \$385.90 |
| Subtotal: | | | \$48,054.34 |



Meraki Firewall and WAPs

| Product Description | Qty | Price | Ext. Price |
|--|-----|-------------|-------------|
| Cisco MX250 Network Security/Firewall Appliance - 8 Port - 10/100/1000Base-T - Gigabit Ethernet - 8 x RJ-45 - 16 Total Expansion Slots - 1U - Rack-mountable MANAGED SEC APPLIANCE | 1 | \$4,251.84 | \$4,251.84 |
| Meraki Advanced Security License and Support with 5 Years Support - MX250 Cloud Managed - Security Appliance - Subscription License 1 Security Appliance - 5 Year License Validation Period LICS & SUP 5YR | 1 | \$12,761.90 | \$12,761.90 |
| Meraki MR36 802.11ax 1.70 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 1 x Network (RJ-45) - Gigabit Ethernet - Desktop, Ceiling Mountable, Wall Mountable, Rail-mountable AP | 128 | \$318.62 | \$40,783.36 |
| Meraki MR56 802.11ax 5.90 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 1 x Network (RJ-45) - 5 Gigabit Ethernet - Desktop, Ceiling Mountable, Wall Mountable, Rail-mountable AP | 19 | \$786.55 | \$14,944.45 |
| Meraki MR Enterprise Cloud Controller License, 5 Years - Meraki MR Series Access Point - Subscription License - 5 Year License Validation Period LICS AND SUP | 147 | \$191.43 | \$28,140.21 |

Subtotal: **\$100,881.76**



Statement of Work - District Wireless

Scope of Work

Switching - Cisco Layer 2 Switching

Statement of Work

- Inventory, store, and handle appropriate hardware
- Update to the latest stable Cisco IOS code
- Configure VLANs and trunks for connectivity to existing environment
- Configure authentication and features based on industry best practices
- Mount and connect in workable environment
- Document

Wireless-Meraki AP

Statement of Work

- Inventory, store, and Handle appropriate hardware
- Configure AP for Meraki Cloud controller
- Configure AP for correct channels, SSIDs
- Configure appropriate authentication for each SSID based on customer needs and capabilities
- Verify functionality through Meraki Dashboard
- Test connectivity and Document

Firewall- Meraki

Statement of Work

- Inventory, store, and handle appropriate hardware.
- Register Appliance to Controller cloud
- Migrate configuration from existing firewall onsite
- Implement purchased services such as IPS and malware protection.
- Configure VPN tunnels previously implemented.
- Configure for routing, correct subnet, and dynamic routing
- Configure best practice for authentication and security
- Configure access rules, zone policies, and VPN client
- Train local admin on Meraki dashboard and provide credentials (1 hour).
- Mount and connect in workable environment.
- Client will set up OS based VPN client per device if needed
- Document

Assumptions

Assumptions (Switches):

- Power and UPS needs are not part of this proposal and will be client provided
- If cabling to the switch is not tidy and needs to be resolved, additional cables and labor may need to be added
- Systems Engineering will review the existing environment to ensure consistency
- Systems Engineering will have access to the necessary equipment and location at agreed upon times
- Systems Engineering will have space to rack equipment, and the size of the rack is appropriate for the dimensions of the switch or switches
- The client understands that there will be down time during this project and will communicate the planned downtime window to all affected users
- Systems Engineering will be able to complete the cutover of equipment in a sequential amount of days in order to avoid project creep through

Assumptions (Wireless):

- Systems Engineering will be able to complete the cutover of equipment in a sequential amount of days in order to avoid project creep through
- Systems Engineering does not perform structured wiring or access point mounting, a third party should be engaged for this task
- Direct support of non-corporate devices is not included



- A wireless site survey is not included

Assumptions (Firewall):

- Power and UPS needs are not part of this proposal and may be client provided.
- Geolocation Network Filtering is client specific is not part of standard delivery
- Analytical Reporting and delivery are client specific and are not part of standard delivery
- Meraki devcies do not include an SSL VPN.
- Systems Engineering's resources will have access to necessary equipment, locations including IDF's/MDF at agreed upon times.
- Systems Engineering will have space to rack equipment
- Systems Engineering will be able to complete the cutover of equipment in a sequential amount of days in order to avoid project creep through.



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Wireless Bridge Hardware

| Product Description | Qty | Price | Ext. Price |
|---|-----|------------|-------------------|
| Meraki MR86 Wi-Fi 6 Ruggedized Outdoor AP | 2 | \$1,222.22 | \$2,444.44 |
| Meraki MR Enterprise Cloud Controller License, 5 Years - Meraki MR Series Access Point - Subscription License - 5 Year License Validation Period LICS AND SUP | 2 | \$195.00 | \$390.00 |
| Meraki Dual Band Patch Antenna - Range - UHF, SHF - 2.40 GHz, 5.15 GHz to 2.50 GHz, 5.88 GHz - 8 dBi - Wireless Data NetworkPatch - N-Type Connector ANTENNA | 2 | \$151.23 | \$302.46 |
| Meraki Mounting Arm for Antenna | 2 | \$135.63 | \$271.26 |
| Meraki Dual-band Omni Antennas - Range - UHF, SHF - 2.40 GHz, 5.15 GHz to 2.50 GHz, 5.88 GHz - 7 dBi - Wireless Data NetworkDirect Mount - Omni-directional - N-Type Connector | 2 | \$130.46 | \$260.92 |
| Meraki MR 802.3at PoE Injector (US Plug) - 110 V AC, 220 V AC Input - 1 10/100/1000Base-T Input Port(s) - 1 10/100/1000Base-T Output Port(s) - 30 W - Wall Mountable - Black | 2 | \$122.10 | \$244.20 |
| Connectivity Point Installation Labor Estimate | 1 | \$1,000.00 | \$1,000.00 |
| CATALYST 1000 8PORT GE FULL POE 2X1G SFP | 1 | \$689.86 | \$689.86 |
| Subtotal: | | | \$5,603.14 |

Statement of Work - Wireless Bridge

Scope of Work

Wireless-Meraki AP

Statement of Work

- Inventory, store, and handle appropriate hardware
- Configure AP for Meraki cloud controller
- Configure APs for mesh to athletic field
- Work with third party who will mount antennas to ensure sufficient throughput
- Test connectivity and document

Switching-Meraki Layer 2 Switching

Statement of Work

- Inventory, store, and handle appropriate hardware
- Load configuration from cloud controller
- Configure for connectivity to existing environment including VLANs and trunks
- Mount and connect in workable environment
- Test connectivity and document



Assumptions

Assumptions:

- Systems Engineering will be able to complete the cutover of equipment in a sequential amount of days in order to avoid project creep through
- SE cannot assist with or support Ubiquity hardware or other third party switch hardware (other than Meraki or Cisco)
- There is clear line of sight today between the buildings

Out of Scope:

- Travel to location is not included and any required travel will be time and materials
- A wireless site survey is not included
- Mounting the access point is not part of this task but can be quoted separately by Connectivity Point
- BYOD devices and support of are not part of this SOW



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Labor

| Product Description | Qty | Price | Ext. Price |
|--|-----|----------|--------------------|
| Infrastructure Labor - Assessment and Design | 16 | \$200.00 | \$3,200.00 |
| Infrastructure Labor - Cisco Switches | 40 | \$200.00 | \$8,000.00 |
| Infrastructure Labor - Meraki Wireless | 48 | \$200.00 | \$9,600.00 |
| Infrastructure Labor - Meraki Firewall | 16 | \$200.00 | \$3,200.00 |
| Project Management Labor | 12 | \$160.00 | \$1,920.00 |
| Subtotal: | | | \$25,920.00 |



Managed Internal Broadband Services

SERVICE DESCRIPTION **EDU WIRELESS MANAGEMENT**

1. **Service Fee:** The service fee, as shown in the Service Schedule, provides the following coverage for (1) year.
2. **Service Description:** EDU WIRELESS MANAGEMENT provides k-12 schools and school districts with E-Rate qualified support services for the management of their Cisco Meraki wireless networks. This allows the in-school technology professionals to focus on supporting teachers, staff, and students, leaving it to Systems Engineering to troubleshoot wireless network issues and provide quick replacement of failed access points.
3. **Included Services:**
 - A. Assessment and Audit
 - i. During the initial onboarding of a covered school building SE will perform an on-site wireless assessment to identify any gaps in coverage.
 1. This will provide remediation recommendation and could require the purchase and install of additional AP's
 - ii. Each year thereafter [scheduled] SE will perform an audit of the wireless network components to inventory all covered equipment, report on manufacturer lifecycle status, validate cloud controller and AP configurations, review changing demand, planned changes, review authentication
 - B. Proactive Support
 - i. Coverage weekdays between 5am and 8pm, excluding holidays.
 - ii. Isolation and resolution of wireless outages within the facility.
 1. Covers AP's [upstream] and does not extend beyond the connection into the facilities Internet service [downstream].
 - iii. Troubleshoot connectivity issues to the endpoint, such as authentication failures or failure for client to get an IP address.
 - iv. Troubleshoot coverage issues such as roaming and density issues.
 1. Advise on moving existing access points to improve coverage.
 2. Labor and materials to move an AP will be quoted as a small project.
 - v. Provide Level 2/3 technical support to school's technology professionals including ad-hoc questions and solutioning support
4. **Exclusions:**
 - A. Service coverage is limited to the wireless equipment and software.
 - i. This excludes all endpoint devices such as but not limited to, computers, audio/video equipment, smartboards, etc.
 - ii. This excludes all other network equipment
 - B. Physical moves and cabling
5. **Customer Responsibility:**
 - A. Provide SE with one or more primary points of contact for each school [building technical coordinator "BTC"] using the SE Customer Contact form.
 - B. Provide SE with administrative access to wireless controllers.
 - C. Read and review the documentation provided by SE under this Service as to which Customer servers and



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network devices are covered and notify SE of any changes which could impact coverage.

D. Ask clarifying questions to ensure understanding of the items contained within the documentation.

E. Respond in a timely manner to questions and requests raised by SE.

F. Assist with the dissemination of actionable information, such as, but not limited to, planned maintenance windows or requests for end-user action.

This Service is attached to and made a part of the Master Service Agreement (the "MSA") by and between Systems Engineering, Inc. (SE) and the "Customer" and sets additional terms and conditions applicable to EDU WIRELESS MANAGEMENT. Any capitalized term not otherwise defined herein has the meaning given to it in the MSA. In the event of any conflict between the MSA and this Service Description, this Service Description governs only with respect to Systems Engineering Managed Service EDU WIRELESS MANAGEMENT.

Managed Services Pricing: Annual

| Product Description | Qty | Recurring Unit Price | Recurring Extended Price |
|-------------------------------------|-----|----------------------|--------------------------|
| Managed Internal Broadband Services | 1 | \$8,000.00 | \$8,000.00 |
| Annual Subtotal: | | | \$8,000.00 |



District Switch and Wireless Upgrade



Prepared by:

Systems Engineering

Marco Gasbarrone

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ering.com

Prepared for:

RSU 38 - Maranacook

45 Millard Harrison Drive

Readfield, ME 04355

Diane Macgregor

(207) 685-3336

diane@maranacook.com

Quote Information:

Quote #: 004485

Version: 1

Delivery Date:

02/22/2021

Expiration Date:

07/02/2021

Investment Summary

| Description | Amount |
|--------------------------|---------------------|
| Cisco Switches | \$48,054.34 |
| Meraki Firewall and WAPs | \$100,881.76 |
| Wireless Bridge Hardware | \$5,603.14 |
| Labor | \$25,920.00 |
| Total: | \$180,459.24 |

Annual Expenses Summary

| Description | Amount |
|----------------------------------|-------------------|
| Managed Services Pricing: Annual | \$8,000.00 |
| Annual Total: | \$8,000.00 |

Taxes, shipping, handling and other fees may apply. Product pricing is subject to change based on availability and manufacturer's discretion. Proposal Terms are attached to this document.

Systems Engineering

RSU 38 - Maranacook

Signature: 

Signature: _____

Name: Marco GasbarroneName: Diane MacgregorTitle: Business Development Manager

Date: _____

Date: 02/22/2021



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References

ABC Corporation

Augusta School District

Contact: Fred Kahl - IT Director

fred.kahl@augustamaine.org

207-626-2365

Waterville School District

Contact: Will Backman - IT Director

wbackman@aos92.org

207-873-4281

RSU 56 - Dixfield

Contact: Brian Keene - IT Director

bkeene@rsu56.org

207-576-7465

MSAD 11- Gardiner School District

Contact: Terry McGuire

tmcguire@msad11.org

207-582-5346

Proposal Terms

When signed by both parties, this agreement, including and together with the Service Schedule and the Inventory Schedule attached hereto, and all other exhibits and attachments, if any, shall be deemed to be the "Proposal" and shall be incorporated into and become a part of the currently effective Master Service Agreement, if any, between Systems Engineering ("SE") and the Customer identified below, as the same may be modified from time to time (the "MSA"). The accepted Proposal is effective as of the date of SE's signature ("the Effective Date"). All terms used herein that are not otherwise defined herein shall have the meanings provided in the MSA.

Additional terms and conditions applicable to the work performed hereunder:

1. **ADDITIONAL SERVICE.** SE shall provide the services described in this Proposal as either T&M, Fixed Price Work or Recurring Service Fee, under the terms and conditions set forth in the MSA.
2. **PAYMENT.** As consideration for the services to be provided hereunder, Customer shall pay SE for authorized work as set forth in the Proposal and for all Recurring Services, if any, as set forth in the attached Service Schedule. In addition, Customer shall pay SE for all reasonable preapproved travel and lodging expenses incurred by SE in providing services under this Proposal. Customer is responsible for all travel and lodging expenses of its own employees.
3. **CHANGES AND RETURNS.**
 - a. Changes to Bill of Materials: This Proposal is a best effort at defining the bill of materials (BOM) required for the project defined herein. SE reserves the right to modify the BOM and bill the Customer accordingly as required by such circumstances or occurrences including, but not limited to, product changes by the manufacturer, errors or mistakes in quotes and estimates issued by the manufacturer, product lifecycle issues, product availability issues, or actual material requirements.
 - b. Third-Party Licensing. Customer shall be responsible for the payment of all recurring third-party licensing fees and charges for Equipment, software and other technology ordered as part of this Proposal and for any increase in the cost for that licensing originated by the manufacturer.
 - c. Returns. Products shall not be returned by Customer without SE's prior written authorization. Authorization will not be unreasonably withheld; however, it will be subject to the extent the return policy of each manufacturer will allow. Any authorized returns shall be returned at Customer's sole expense, freight prepaid. Customer shall be responsible for any third-party restocking fee that Customer incurs. Returns of special order or made-to-order items are not allowed. No returns shall be accepted following 30 days after delivery to either SE or the Customer. No credit will be issued for shipping charges or other special expenses.

4. **SCOPE OF SUPPORT.** All SE services described in this proposal apply only to hardware and software product versions that are within the manufacturer's published support dates. SE is under no obligation to provide support for items that are outside of the manufacturer's published support dates. Further, any software product that is past its end of support date will no longer receive any patches from the manufacturer including security updates. therefore, Systems engineering shall not be held responsible and shall have no liability for any damages, losses, causes of action, claims, liabilities, work stoppages, business interruptions and any noncompliance risks associated with unsupported products relative to applicable regulations or other terms of business which may apply to the customer that are caused by, resulting from or related to customer's use of hardware and/or software that are past their respective manufacturer's published support dates.
5. **CONFIDENTIALITY.** This proposal contains confidential information relating to the design, process, and methodology SE uses in designing network infrastructure and security, core server and storage solutions, and in developing technology strategies and plans. These designs, processes and methodologies are owned solely by SE. Disclosure of any design, process or method information included herein to others is expressly prohibited.
6. **OWNERSHIP OF WORK PRODUCT.** The parties acknowledge and agree that all SE work product and deliverables purchased by Customer and delivered by SE as a result of this Proposal, including, without limitation network and core infrastructure design, research reports, technology strategies and plans, applications and process recommendations, and system and user requirements (collectively, the "Deliverables", and all intellectual property rights connected therewith or arising therefrom, shall at all times remain solely in SE, subject to the Customer's license and right to use the Deliverables in accordance with the terms of this Proposal and the MSA, and that such Deliverables shall not be considered a work made for hire within the meaning of the copyright laws of the United States. As such, all rights in the Deliverables, including copyright, shall vest in SE.

In the event that, for any reason whatsoever, the Deliverables shall be considered a "work made for hire" under such copyright laws, then the Customer hereby grants and assigns to SE, and its successors and assigns, all of its right, title and interest in and to the Deliverables including, but not limited to, the copyright therein throughout the world (and any renewal, extension or reversion of copyright now or hereafter provided), and all other rights in the Deliverables of any nature whatsoever, whether now known or hereafter devised including, but not limited to, the right to make such changes in, derivatives of, and uses of the Deliverables as SE may determine.

Customer agrees to assist SE, or its designee, at SE's expense, in every proper way to secure SE's rights in the Deliverables and any copyrights, trademarks, patents or other intellectual property rights relating thereto in any and all countries, including the disclosure to SE of all pertinent information and data with respect thereto and the execution of all applications, specifications, oaths, assignments and all other instruments which SE shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to SE and its successors and assigns the sole and exclusive right, title and interest in and to such Deliverables, and any copyrights, patents or other intellectual property rights relating thereto. The covenants set forth herein shall survive termination of this Agreement.

- 7. CONFLICTS IN PROVISIONS.** In the event of a conflict among the provisions of the MSA and this Proposal with respect only to the services and products provided under this Proposal, the priority of the documents shall be (1) this Proposal and (2) the MSA.
- 8. AUTHORITY.** The Customer warrants the person signing this Proposal on behalf of Customer is authorized to do so, and that Customer has obtained all approvals and resolutions necessary to enter into this Proposal and to make the Proposal binding upon Customer.
- 9. EXPIRATION OF PROPOSAL.** Unless executed by the parties hereto, this Proposal will expire at the earliest of, (i) thirty (30) days from the date of SE's execution thereof, (ii) the expiration date shown on the signature page of this Proposal or (iii) expiration of any manufacturer's discount included in this Proposal.