

REGULAR SCHOOL BOARD AGENDA

International Falls Public Schools, ISD #361
Monday, April 16, 2018 at 5:00 PM
FHS Cafeteria, 1515 11th Street, International Falls, MN
District Website: www.isd361.k12.mn.us

Mission Statement: *In partnership with parents and the community, the International Falls School District will prepare every student to become a productive citizen by developing their maximum potential within a safe climate of mutual respect and trust.*

Call to Order

1. Roll Call:

| | |
|----------------------------|--------------------|
| Mike Holden___ | Michelle Hebner___ |
| Toni Korpi___ | Heather McBride___ |
| Terry Murray___ | Ted Saxton___ |
| Roxanne Skogstad-Ditsch___ | Kevin Grover___ |
| Ella Bahr-Jefferis___ | |

2. Pledge of Allegiance

Approval of Agenda

Approve Agenda as presented. Moved by _____; seconded by _____. Motion carried / failed.

Open Forum

1. Public Open Forum

1. Josh Koenig, Baseball Boosters, grant from MN Twins Fields for Kids.
1. 2. Student Council: Academic Excellence Award
2. Presentation of March Elk's Students of the Month: Alex Belanger and Brittany Foss
3. Presentation of April Elk's Students of the Month: John Cowman and Kiana Kittelson
4. Presentation of May Elk's Students of the Month: Ben Keeney and Adriana Christianson

Consent Agenda

Approve the Consent Agenda as presented. Moved by _____; seconded by _____. Motion carried / failed.

1. Approve past meeting minutes for the Regular School Board Meeting of March 19, 2018. 4
2. Approve current accounts payable due in amount of \$454,400.40
3. Approve payroll in amount of \$601,273.25 for pay periods March 19, 2018 to April 13, 2018.
4. Approve hire of Sarah Peterson as Assistant Girls and Boys Golf Coach for the 2017-2018 season.
5. Approve hire of the following college summer student workers:
 - 1) Ben Everson
 - 2) Alexis Erickson
 - 3) McKenna Holt
 - 4) Jenna Sullivan
6. Acknowledge Aleisha Hendrickson as volunteer track coach for the 2017-2018 season.

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7. Accept letter of resignation due to retirement from Donna Baron effective May 30, 2018. 7
8. Approve facility assessment service agreement with Kraus-Anderson for \$47,263.00. 8
9. Approve quotation and proposal contract from Becker Arena for arena board system at total cost of \$154,009.04 including option #1. 11
10. Approve purchase of Mitel 250 phone systems and PRI digital voice service from Frontier for total cost \$44,915.12. 20
11. Approve the following purchases as recommended: 36
 - 1) 2018 Toro Industrial Mower at cost of \$18,600.
 - 2) 2018 Chrysler Pacifica L at cost of \$27,185.
 - 3) Bleachers for pool from Seating and Athletic Facility Enterprises at cost of \$70,415.
12. Approve Interquest Detection Canines service agreement for fiscal year 2018-2019. 38
13. Approve request from City of Ranier for hockey boards being disposed of from Bronco Arena. 39
14. Approve Kootasca Head Start Collaborative Services Agreement. 43
15. Approve amended FHS Sections for 2018-2019. 46

Action Items

1. Resolution Acceptance of Gifts and Donations. Moved by ____, seconded ____. Motion carried / failed 53
2. Approve request from Josh Koenig for two days unpaid leave due to RRCC coaching position. Moved by ____, seconded by ____. Motion carried / failed. 55
3. Approve a two year Coop Agreement for Girls Hockey starting the 2018-2019 season with Lake of the Woods and Rainy River (Districts). Moved by ____, seconded ____. Motion carried / failed. 57
4. Set special meeting to approve bid for Bronco Arena and approve Technology purchase proposal for April 23rd at 5:00 pm. Moved by ____, seconded by ____. Motion carried / failed.
5. Resolution relating to non-renewal of the teaching contract of Tylyn Nault, a probationary teacher, due to staff reductions. Moved by ____, seconded by ____. Motion carried / failed. 58
6. Resolution proposing to place Tamara Koenig on an Unrequested Leave of Absence for .364 FTE. Moved by ____, seconded by ____. Motion carried / failed. 59
7. Resolution proposing to place Tom Vollom on an Unrequested Leave of Absence for .091 FTE. Moved by ____, seconded by ____. Motion carried / failed. 61
8. Resolution relating to non-renewal of the teaching contract of Anne Sullivan, a probationary teacher, due to staff reductions. Moved by ____, seconded by ____. Motion carried / failed. 63
9. Resolution relating to non-renewal of the teaching contract of Ariana Cipriano, a probationary teacher, due to staff reductions. Moved by ____, seconded by ____. Motion carried / failed. 64
10. Resolution relating to non-renewal of the teaching contract of Michele McDonald, a probationary teacher, due to staff reductions. Motion carried / failed. 65

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11. Hire Michele McDonald as Special Education Teacher for the 2018-2019 school year at a .909 FTE. Motion by __, seconded by __. Motion carried / failed. 66

Administrative Reports

1. Melissa Tate, Elementary Principal
2. Tim Everson, Secondary Principal
3. Kevin Grover, Superintendent
4. Ella Bahr-Jefferis, Student Representative
5. Committee Reports

Adjournment

1. Motion by ___ then seconded by ___ to adjourn the meeting at _____. Motion carried / failed.

MINUTES
REGULAR MEETING OF THE BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT NO. 361
Monday, March 19, 2018 – 5:00 p.m.
Falls High School Cafeteria

A Regular Meeting of the Board of Trustees of Independent School District #361 was held Monday, March 19, 2018, beginning at 5:00 PM in the FHS Cafeteria.

Michelle Hebner, Board Chair, called the meeting to order at 5:00 pm. Members present were: Michelle Hebner, Heather McBride, Toni Korpi, Ted Saxton, Roxanne Skogstad-Ditsch, Mike Holden, Terry Murray and Kevin Grover. Absent: Ella Bahr-Jefferis

Motion by Roxanne Skogstad-Ditsch then seconded by Mike Holden to approve the agenda as presented. Motion carried 7-0.

Public Open Forum:

1. Presentation of February Elk's Students of the Month: Heather Coty and Sam Maxwell
2. Public Open Forum:
 - a. Jennifer Hill spoke to the Board about the upcoming Autism Awareness Walk and buddy bench.
 - b. Individuals addressed the Board regarding concerns of class sizes, staff reductions, preschool, class offering, and use of referendum money. Individuals were: Kayla Gilbert, John Sandberg, Norm Wood, Kristie LaVigne, Kim McDonald, Alex Mannausau, Jeanna Rudolph, and Rosa Christianson.

Consent Agenda:

Motion by Mike Holden then seconded by Ted Saxton to approve the consent agenda as presented. Motion carried 7-0.

1. Approve past meeting minutes for the Regular School Board Meeting of February 20, 2018.
2. Approve meeting minutes for the Budget Work Session School Board Meeting held on February 20, 2018.
3. Approve meeting minutes for the Budget Work Session School Board Meeting of March 13, 2018.
4. Approve current accounts payable due in amount of \$736,455.85
5. Approve payroll in amount of \$608,652.89 for pay periods February 16, 2018 to March 16, 2018.
6. Approve continuation of the early out Wednesday schedule for the 2018-2019 school year.
7. Second reading of School Board Policy #620 Credit for Learning.
8. Second reading of School Board Policy #903 Visitors to School District Building and Sites.
9. Second Reading of School Board Policy #533 - Wellness.
10. Accept resignation from Jeff Trask as Regular Route Bus Driver effective March 11, 2018.
11. Hire James Norton as regular route bus driver Effective March 12, 2018.
12. Acknowledge the following as volunteer Coaches for Softball during the 2017-2018 season: John Desonia, Duane Carlson and Mike Leahy.
13. Acknowledge Evan Amdahl as volunteer Coach for Boys Track during the 2017-2018 season.
14. Acknowledge the following as volunteer Coaches for Baseball during the 2017-2018 season: Darrin Kittelson, Jay Bartkowski, and Mike Coffield.
15. Approve Concurrent Enrollment agreement with Lake Superior College for 2018-2019 school year.
16. Approve Honors Online Agreement with Lake Superior College for school year 2018-2019.

MINUTES
REGULAR MEETING OF THE BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT NO. 361
Monday, March 19, 2018 – 5:00 p.m.
Falls High School Cafeteria

Action Items:

1. Motion by Heather McBride then seconded by Roxanne Skogstad-Distch to request City of International Falls to change the street side parking in front of Falls High School and Falls Elementary Schools to a no parking zone. Motion carried 7-0.
2. Motion by Terry Murray then seconded by Mike Holden to approve the Resolution Acceptance of Gifts and Donations. Voting in favor: Michelle Hebner, Heather McBride, Terry Murray, Toni Korpi, Ted Saxton, Mike Holden, Roxanne Skogstad-Ditsch; Voting against: None. Whereas the resolution was declared adopted.
3. Motion by Heather McBride then seconded by Toni Korpi to approve a Band Trip for school year 2018-2019. Motion carried 7-0.
4. Motion by Terry Murray then seconded by Toni Korpi to adopt the Revised Revenue and Expense Budget for fiscal year 2017-2018. Motion carried 7-0.
5. Motion by Ted Saxton then seconded by Toni Korpi to approve sections for Preschool to Grade 5 with addition of 4th grade section to "Attachment A" for the 2018-2019 fiscal year. Motion failed 3-4.
4. Motion by Mike Holden then seconded by Terri Murray to approve sections for Preschool to Grade 5 as presented in "Attachment A". Motion carried 4-3.
6. Motion by Ted Saxton then seconded by Toni Korpi to approve sections for grades 6th to 12th with the addition of a section for 6th grade to "Attachment B" for the 2018-2019 fiscal year. Motion carried 7-0.
7. Motion by Ted Saxton then seconded by Mike Holden to approve an At Will full time Computer Technology Assistant position with salary range between \$45,000-\$50,000 based on experience and credentials, estimated total cost \$74,017. Motion carried 6-1.
8. Motion by Mike Holden then seconded by Terri Murray to approve an At Will part time Food Service Director position at \$26/hour with maximum of 550 hours, estimated total cost \$17,115. Motion carried 7-0.
9. Motion by Terry Murray then seconded by Heather McBride to approve an At Will part time Business Office position with maximum hours of 525 hours, estimated total cost \$11,690. Motion carried 7-0.
10. Motion by Mike Holden then seconded by Roxanne Skogstad-Ditsch to approve purchase of two (2) buses and acceptance of \$40,000 bus rebate, total cost after rebate \$161,032.28. Motion carried 7-0.
 - 1) 84 Passenger - \$110,016.12, and 2) 77 Passenger - \$91,016.16
11. Motion by Mike Holden then seconded by Terry Murray to adopt the tentative fiscal year 2018-2019 revenue and expense budgets (version 3). Motion carried 7-0.
12. Motion by Toni Korpi then seconded by Roxanne Skogstad-Distch to schedule special School Board meeting for Monday, March 26th at 5:00 pm to act on staff reductions based on board meeting actions from the March 19, 2018 School Board meeting, and technology upgrades. Motion carried 7-0.

Administrative Reports:

Melissa Tate, Elementary Principal, reported on upcoming MCA Pep Fest, Donuts with Dad and Bookfair.

Tim Everson, Secondary Principal, reported on enrollment, held school safety meetings with grades 6 to 12, upcoming Tornado drill, and MCA testing incentives.

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Kevin Grover, Superintendent, reported on Arena bid updated, community safety meetings, upcoming legislation visit to Capital, Superintendent contract needs to be negotiated and Wellness Committee meeting.

Committee Reports: Ted Saxton reported on Recreation Commission meetings.

Adjournment:

Motion by Roxanne Skogstad-Ditsch then seconded by Toni Korpi to adjourn the meeting at 7:17 pm.
Motion carried 7-0.

Approved Minutes:

District Clerk

Date

Board Chair

Date

4-3-2018

Dear Mr. Grover,

I am writing to inform you of my retirement. I will retire on May 30, 2018.

It has been a pleasure working with the children at ISD 361, and I will miss them all dearly.

It is time to spend time with my family and friends, especially the grandkids. Maybe even a little traveling in the future.

Sincerely,

Donna Marie Baron

Donna Marie Baron

April 9, 2018

Mr. Kevin Grover
Superintendent
International Falls ISD 361
1515 Eleventh Street
International Falls, MN 56649

Re: Facilities Study Services for Existing Buildings

Dear Mr. Grover,

Kraus-Anderson Construction Company appreciates the opportunity to present our proposal to provide a Facilities Assessment for International Falls, MN ISD 361 (Owner) for the Falls High School, Falls Elementary School, and Sports Stadium. Our understanding, of the assessment request, is to review existing facilities conditions and provide a recommendations report for deferred maintenance with a prioritized order of importance over a 10-year cycle.

We propose to provide a Facilities Condition Assessment with prioritized repair, replacement and probable costs including:

- Site Improvements and Accessibility
- Exterior Building Envelope including walls and roof systems
- Exterior Windows and Entrances
- Mechanical & Electrical Systems
- Interior Finishes
- ADA Accessibility requirements
- Life Safety Compliance
- Building Codes Compliance

Should additional assessments be desired or necessary for any items not included above, we will review together to determine extent and scope and provide an amended proposal. Some additional items to consider are Security systems, Building Structure, Educational Adequacy, and District comparisons.

Our assessment team consists of the following disciplines:

- Kraus-Anderson Construction Company
- DSGW Architects
- UHL Company
- Shannon's Mechanical
- Kantor Electric

Our proposed lump sum fee to provide the services outlined is **FORTY SEVEN THOUSAND TWO HUNDRED SIXTY THREE DOLLARS and NO/100 (\$47,263.00)**, payable upon completion of the work.

Our goal is to establish a long-term relationship with ISD 361 and provide high quality services. If the School Board is in agreement with this proposal and would like to proceed with the Facility Assessment please review the information below and sign in the space provided.

The Owner hereby acknowledges that it authorizes Kraus-Anderson Construction Company to perform the necessary study of facilities, including but not limited to the above referenced services, project planning, budgeting, scheduling, etc., as required to complete a thorough evaluation. If additional investigative services are required to complete the assessment, Kraus-Anderson will submit an Add Services request to ISD 361 for review and acceptance prior to commencement of any additional work.

The Owner agrees to issue payment to Kraus-Anderson in one payment after the completion of the study for the total payment of **\$47,263.00**. All information and related data (including investigation reports) for which the Owner will pay under this letter agreement will be delivered to the Owner, when possible, in the form of "functional files" including but not limited to Excel, Word, PowerPoint, AutoCAD, etc. The Owner shall not use such studies and design documents designed for completion of this Project(s) by others without the involvement of qualified professionals who shall assume the professional obligations and liability of Kraus-Anderson and the design professionals involved in this study for design work not completed.

To the fullest extent, permitted by law, the Owner shall indemnify and hold harmless Kraus-Anderson against all claims, damages, losses, and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the use or reuse of such design documents by the Owner, or its affiliates, successors and assigns, other than in accordance with this letter agreement.

If International Falls ISD 361 agrees to the terms and provisions as set forth above, please execute the enclosed copy of this letter where provided below and return the fully executed copy to our office.

Very truly yours,

KRAUS-ANDERSON® CONSTRUCTION COMPANY



Steven Trudeau
Sr. Project Manager, Preconstruction Services

Accepted and agreed to this _____ day of April, 2018.

INTERNATIONAL FALLS ISD 361

By: _____

Its: _____



Customer #: INT001

Quotation #: 10003524

Revision #:

Date: April 4, 2018

Proposal Expiration Date: May 4, 2018

Your Sales Consultant: Brad Peterson

Prepared For:

Mr. Kevin Grover
International Falls School District #361
1515 11th Street
International Falls, MN 55649

Project Location:

Bronco Arena
15th Avenue
International Falls, MN

Thank you for considering Becker Arena Products, Inc., we appreciate the opportunity...

Benefits of Choosing to Partner with Becker Arena Products

- A stable and reliable company since 1988
- A staff with in-depth knowledge of the industry and products
- Quality products that last
- Experienced and professional installers
- Excellent customer service
- Worry Free Projects - Guaranteed

This system is available through the NJPA Cooperative Purchasing Program at discounted pricing. [BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #030117 – BAP](#)

The National Joint Powers Alliance (NJPA) is a municipal contracting government agency that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions. Over 50,000+ Member agencies enjoy the value and commitment of the world-class NJPA awarded Vendors. Take advantage of the cooperative purchasing discounts shown here in this quotation mentioning our contract #030117-BAP when ordering. You must be a member and contracting authority. Ask your sales person for a copy of the NJPA Contract Purchasing information booklet or go to www.njpacoop.org for more information.

Confidential: This document contains proprietary and confidential information that is owned and is of significant value to Becker Arena Products, Inc. No unauthorized use, disclosure or reproduction of any of this information is permitted without the prior written consent of Becker Arena Products, Inc.



Per your recent inquiry, below please find pricing for the following dasher board system along with various options.

BAP6.0 SIGNATURE SERIES HOCKEY DASHER BOARD SYSTEM

Becker Arena Products, Inc. shall furnish with installation options one custom built BAP6.0 **Signature Series** dasher board system. The pricing is based on the information furnished and will include the following items and features.

DASHER FRAMING & POLYETHYLENE FACING, CAP RAIL & KICK PLATE

Rink Size: 200' x 85' x 22' radius - 532 lineal feet of 42" high BAP6.0 **Signature Series** galvanized steel frame dasher boards (Ring only - no player box divider panels or back walls to boxes – two new 2'-6" dividers in timekeeper box)
 1/2" white high-density polyethylene dasher facing
 1/2" x 8" high yellow high-density polyethylene kick plate
 3/4" **purple** high-density polyethylene cap rail
 All panels pre-assembled
 All panel steel framing hot dip galvanized after fabrication
 3/4" cast-in place anchors (installation by Becker Arena Products)

GATES

One 10'-0" straight double leaf equipment gate complete with heavy duty adjustable hinges, slide bar, cane bolts and heavy-duty casters
 One 10'-0" curved double leaf equipment gate complete with heavy duty adjustable hinges, slide bar, cane bolts and heavy-duty casters
 Four 2'-6" player box gates with heavy duty hinges and lift latches
 Two 2'-6" penalty box gates with heavy duty hinges and ice side push button latches
 Two 3'-0" curved access gates with heavy duty hinges and ice side push button latches
 1" thick high-density polyethylene thresholds on player, penalty and access gates and 3/4" thick high-density polyethylene thresholds on equipment gate threshold

PLAYER, PENALTY AND TIMEKEEPERS BOX AREAS

Player boxes area – Two each 23' long
 Penalty boxes – Two each approximately 7' long
 Timekeeper box – One each approximately 8' long with two new 2'-6" divider panels
 One each 1" thick x 18" wide x 96" long solid natural polyethylene timekeeper table
 71 lineal feet of 3/8" thick **white or purple** high-density polyethylene backer sheet in the player, penalty and timekeeper boxes complete with built-in shelving in the player boxes

TEMPERED GLASS SHIELDING

220 lineal feet of **15mm (5/8") x 6'-0"** high tempered glass shielding for the ends and radius corners of the rink complete with two-piece anodized aluminum shield supports
 266 lineal feet of **12mm (1/2") x 6'-0"** high tempered glass shielding for the sides of the rink complete with "Vision" supportless shielding system on the sides of the rink complete with polycarbonate shield clips
 Shield termination padding at four shield termination points (Player box areas)



PERMANENT BACKER PANELS

220 lineal feet of 3/8" purple high-density polyethylene **full height** backer sheet on the ends and radius corners.

239 lineal feet of 3/8" purple high-density polyethylene **partial height** backer sheet on the sides of the rink

The price includes an "H" mullion closure strip at backer panel seams.

PROTECTIVE NETTING

One each 13' high x 121' long monofilament puck control net for the lobby end and radius corners of the rink. Materials including all cable, conduit frame and hardware for complete installation. Re-attach existing white netting on the other end and radius corners.

INSTALLATION

Becker Arena Products, Inc. will furnish a crew for the complete installation of the dasher system, tempered glass, netting and cast-in place anchors as described above. Price includes installation labor (**Non-union/non-prevailing wage rate labor**) a forklift for unloading and material handling with a personnel lift for netting installation

TOTAL PRICE NEW DASHER BOARD SYSTEM & DELIVERY \$ 158,271.28

NJPA – NATIONAL JOINT POWERS ALLIANCE PURCHASING PROGRAM DISCOUNT

BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #030117 - BAP

NJPA BASE PRICE DISCOUNT – 5% [\$ 7,913.56]

BASE PRICE WITH NJPA DISCOUNT (5%) \$ 150,357.72

Accept _____

OPTIONS

Option #1 – POWDER COATED SHIELDING SUPPORTS - Becker Arena Products, Inc. will furnish the above dasher system with purple powder coated shield supports in lieu of the standard clear anodized finish

Please add to the base price \$ 3,843.49

NJPA – NATIONAL JOINT POWERS ALLIANCE PURCHASING PROGRAM DISCOUNT

BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #030117 - BAP

NJPA BASE PRICE DISCOUNT – 5% [\$ 192.17]

BASE PRICE WITH NJPA DISCOUNT (5%) \$ 3,651.32

Accept _____



Option #2: 3/8" PURPLE HIGH-DENSITY POLYETHYLENE SHEETS FOR INTERIOR OF BOXES -
 Becker Arena Products, Inc. will furnish and/or install 3/8" x 42" wide x height required (Above benches in boxes (70.5") & full height in timekeeper & penalty boxes) purple high-density polyethylene sheet for lining the inside back wall and inside side dividers of the boxes. Approximately 30 sheets.

| | |
|--|--------------------|
| Please add to the base price – Materials only | \$ 3,308.60 |
| Please add to the base price – Installation | \$ 684.00 |

| | |
|---|---------------------|
| <u>NJPA – NATIONAL JOINT POWERS ALLIANCE PURCHASING PROGRAM DISCOUNT</u> | |
| BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #030117 - BAP | |
| MATERIALS ONLY | \$ 3,308.60 |
| NJPA BASE PRICE DISCOUNT – 5% | [\$ 165.43] |
| BASE PRICE WITH NJPA DISCOUNT (5%) - Materials | \$ 3,143.17 |
| | Accept _____ |
| INSTALLATION LABOR | \$ 720.00 |
| NJPA BASE PRICE DISCOUNT – 5% | [\$ 36.00] |
| BASE PRICE WITH NJPA DISCOUNT (5%) - Materials | \$ 684.00 |
| | Accept _____ |

Please Note: Taxes are the responsibility of the purchaser. Prices do not include special insurance requirements, bonding, or applicable permits and/or license fees. Prices subject to site visit and/or receipt of final construction drawings and specifications. If sales tax is applicable it will be added to the proposal totals and noted on a Contract Summary Sheet that will be sent back with your executed contract.

All payment terms are based on credit approval.



Material Price Escalation & De-Escalation Clause (Due to the volatility of all components of the above dasher board system)

In the event that the price of any of the material(s) used in the Becker Arena Products, Inc. production of the above product increase or decrease by 3% or greater from the price used for that material(s) at the time the quote was signed, then the price for the material(s) in the contract between Becker Arena Products, Inc. and the purchaser shall be increased or decreased to reflect the additional or reduced cost to obtain that material or materials. Purchaser agrees that Becker Arena Products, Inc. shall be entitled to an adjustment to the contract price to reflect and price increases of material(s) that occur as a result of Becker Arena Products, Inc. incurring additional costs when ordering materials.

Our Standard Payment terms are:

- 45% due upon placement of order (\$ _____)
- 45% due 10 days prior to delivery (\$ _____)
- 10% due upon delivery and installation (\$ _____)

The above payment amounts will be filled in based on total contract price and any applicable sales tax and sent back on the Contract Summary Sheet with your executed contract.

We are looking forward to the opportunity of working with you on your project and if we can be of further assistance please do not hesitate to call.

This proposal is subject to Becker Arena Products, Inc. Standard Terms and Conditions and Limited Warranty and may be withdrawn without penalty at any time before contract execution. If accepted, please sign and return this copy to Becker Arena Products. When approved and signed by one of our officers a fully executed copy will be forwarded for your records. This proposal is subject to change, withdrawal or cancellation until accepted by you. If Becker Arena Products, Inc. have not received your acceptance within 60 days from the date hereof, this proposal shall automatically expire. Becker Arena Products, Inc. retains a security interest in all products covered in this agreement until all payment terms have been met. In addition, the purchaser agrees to sign any additional documents for Becker Arena Products, Inc. to perfect its security interest in the products.

Proposal/Contract # **10003524** is accepted with initialed options:

| | |
|---------------------|-----------------------------|
| _____ | _____ |
| Purchaser Signature | Becker Arena Products, Inc. |
| _____ | _____ |
| Title | Title |
| _____ | _____ |
| Print Name | Print Name |
| _____ | _____ |
| Date | Date |
| 41054 | 022113-BAP |
| _____ | _____ |
| NJPA Member Number | NJPA Contract Number |

Desired Installation Date _____

Becker Arena Products, Inc. is an Equal Employment Opportunity Employer



Becker Arena Products, Inc.

STANDARD TERMS AND CONDITIONS

1. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, as applied to contracts executed in and performed wholly within the State of Minnesota.

2. Delays. Becker Arena Products, Inc. (Seller) will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of the goods, or for any damages suffered by the Purchaser by reason of such delay, including liquidated or actual damages.

3. Arbitration. Any and all controversies or claims arising out of or relating to this contract or the performance or breach thereof shall be settled by arbitration in Minneapolis, Minnesota in accordance with the then existing rules and procedure of the American Arbitration Association.

4. Mechanic's Lien or Bond Rights. Nothing herein shall be deemed to waive or affect Seller's right to assert a mechanic's lien against the property on which the goods are installed or to make a claim against any bond. Purchaser agrees to provide any and all information requested by Seller, within three (3) calendar days, to allow Seller to preserve or effectuate its mechanic's lien or bond rights.

5. Change Orders. A change order will be required for any additional work to be performed or materials to be supplied by the Seller, which is not included in the contract or is a result of the Purchaser's failure to comply with the terms and conditions as described herein. A change order must be filled out by the Seller and signed by the Purchaser before any work commences or material is ordered and/or shipped.

6. Production Schedule, Installation Schedule, and Storage. When Seller has received and accepted the contract along with signed approval drawings and credit approval, they will have up to 16 weeks to produce and deliver the materials provided that there are no custom materials needed. Custom materials will include non-standard colors and/or materials. The Purchaser will be contacted after the receipt of the required information to coordinate a shipping date and an installation date(s). These dates will serve as the contract delivery date and will be used to schedule production, delivery, and installation. The Owner/Purchaser will be contacted 21 days prior to shipping to confirm that the site will be ready. If the Purchaser's site is not ready or will not be ready on this date, the following may occur:

Dasher Board Systems

- A. Seller may choose whether or not to produce the rink according to its production schedule. If they produce the rink on schedule, it will be stored at Becker Arena Product's location of business and storage fees will be charged to the Purchaser at the rate of US \$300 per week. All payments will be due according to the terms from the original ship date. If the Seller chooses to delay production to coincide with the new ship date, no storage fees will apply and payment will be due according to the terms from the original ship date. If contract terms are paid in full prior to shipping, the time will start from the original ship date and not the adjusted ship date.



- B. A new shipping installation date will be coordinated with Seller's installation department and confirmed with the Purchaser. The Seller will reschedule the installation for the next available date according to the Seller's installation schedule. In some cases, the site delay may cause additional charges. This includes, but is not limited to, wages, remobilization, and equipment rental, to be paid by the Purchaser.
- C. If the Purchaser's site is not ready when the Seller's installation crew arrives, additional costs will be charged to the Purchaser. This includes, but is not limited to wages, travel, lodging, meals, equipment rental and changes in Becker Arena Product's installation schedule.

7. General Site Requirements. The following criteria must be met or extra charges may apply, and delays will be incurred, if the site is not in compliance when Seller is ready to deliver and install the goods:

- A. Concrete and Floor Work: All concrete work is to be completed and allowed to cure, according to job specifications and/or refrigeration contractors requirements, before the date installation is scheduled to begin.
- B. The levelness of the perimeter concrete, where the rink is to be installed, must be within 1/8" of levelness for every 10' in length and no more than 1/4" difference in height over the length and width of the perimeter surface.
- C. For sand floors, the first 6" from the front of the curb, where the rink is to be installed, must be within 1/16" of flatness from the inside edge outward and meet the levelness and flatness conditions specified above, Sand floors are not to be final graded prior to dasher board installation.
- D. Expansion joints, which are to be covered completely by the rink, are to be within 1/2" of straightness from end to end and side to side. The distance from side to side and end to end of the outside edge of the expansion joint is to be within 1/2" of the required dimension for the frame to cover it.
- E. If, upon arrival, the perimeter concrete is inspected and does not meet the specifications for levelness, flatness, straightness and size, the following will occur:
 - 1. Seller's Representative will determine if rink can be shimmed or adjusted/cut to achieve desired levelness, fit and/or expansion joint coverage while maintaining the structural integrity of the rink. If so, the additional time and materials to do this will be paid by the Purchaser. A change order must be filled out by the Seller's Representative and signed by the Purchaser before any work commences.
 - 2. If the rink cannot be shimmed or adjusted to the desired levelness and/or coverage while maintaining the structural integrity of the rink, the Purchaser will be responsible for fixing the surface to meet specifications. All associated costs for this are the sole responsibility of the Purchaser.
 - 3. The Seller will accept contracts that are retrofit projects with the understanding that the condition of the underlying perimeter concrete work meets the specifications stated above. If, after removal of the existing rink, the concrete does not meet these conditions, points "1" and "2" from above will apply.



8. Requirements for Rink Installations:

(Refer to the enclosed Site Requirements)

9. Walk Through Inspection. When Seller's work is complete or near complete, Purchaser or the Purchaser's Representative (including general contractors and architects) must be available for a final walk through inspection with the Seller's Representative. Any parties who do not attend the walk through will forfeit their right to submit punch list items. A final punch list of items to be completed or repaired will be prepared as a result of this walk through. Any item not included on the final "punch list" will not be the responsibility of the Seller unless it is covered by the Seller's Warranty.

10. Shop Drawings and Non-standard Shielding. Preparation of shop drawings will not commence until after the signed contract has been delivered to Seller. Production will not commence until Seller receives approved shop drawings. Field measured, tempered glass (non-standard sizes) may require an additional 3-4 weeks for delivery after completion of installation. Any field measured tempered glass to be installed by purchaser.

11. Polyethylene. All polyethylene used to manufacture the rink shall be virgin material. All colors shall match within manufacturer's tolerance. Seller will not be responsible for replacing polyethylene that conforms to manufacturer's color tolerance. During manufacturing, all panels shall have the polyethylene overhang past the frame a minimum of 1/16" on each end to allow for contraction of the material due to temperature change in the field. Seller shall not be responsible for material contraction gaps between panels due to temperature change if it adheres to these manufacturing requirements.

12. Material Check-in. (Installation supervision and supply only contracts) The Purchaser shall be responsible to verify the shipment for quantities and any damage caused from shipping for jobs that include installation supervision or are supply only. Any quantity variances and/or damage must be noted and reported to the Project Manager by filling out the Material Check-in Form and faxing it to the Project Manager. Missing/damaged items must be reported within 24 hours of receipt to receive credit. All boxes will be clearly marked by the Seller. The Ship list will clearly identify the contents and quantities of the shipment. It is the responsibility of the Purchaser to verify that all box numbers in the hardware crate are accounted for, not to open and count each individual item in a box. The Purchaser must count anything that is not boxed.



3 YEAR LIMITED WARRANTY

1. **What Is Covered By This Limited Warranty** - Becker Arena Products, Inc. ("BAP") warrants to the original purchaser ("Purchaser") that the BAP system (the "System") that is subject of this sale (a) conforms to BAP's published specifications and (b) is free from defects in material or workmanship. This warranty is not transferable by Purchaser, including any transfer by operation by law. The duration of this warranty is one year from the date of delivery to the original Purchaser. In the event of any claim of defect during the warranty period, Purchaser shall promptly notify Seller in writing of the claimed defect. Within a reasonable time after such notification Purchaser shall provide Seller full access to the products to inspect, repair, and/or replace the products in question. Seller's sole obligation shall be to correct any actual defect by repair, replacement, or adjustment as determined in Seller's sole discretion. In no event shall notification be effective if received by BAP later than 37 months from date of delivery of the System. These remedies are Purchaser's **exclusive** remedies for breach of warranty. BAP is under no obligation to honor this limited warranty during any time in which Purchaser is in default in its obligations to BAP.
2. **What Is Not Covered By This Warranty** – BAP does not warrant (a) any product, component or parts not manufactured by BAP, (b) defects caused by failure to provide a suitable installation environment for the System, (c) defects caused by failure to follow BAP's System maintenance schedule, (d) damage caused by use of the System for purposes other than those for which it was designed, (e) damage caused by a disaster such as fire, flood, wind or lightning, (f) damaged caused by unauthorized attachments or modifications to the System, (g) damage during shipment, or (h) any other abuse or misuse by Purchaser or the System.
3. **Disclaimer Of Warranty** – THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES FOUND UNDER ARTICLE 35(2)(a) AND (b) OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS 1980.
4. **Limitations Of Remedies** – In no case shall BAP be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings revenue, loss of use of System or any associated equipment, cost of capital, cost of any substitute equipment, facilities or service, downtime, the claims of third parties (including customers) and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties or on remedies for breach in certain transactions. In such states, the limits in this Section 4 and in Section 3 above may not apply.
5. **Time Limit For Bringing Suit** – Any action for a breach of warranty must be commenced within 37 months following delivery of the System.
6. **No Other Warranties** – Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. No employee of BAP or any other party is authorized to make any warranty in addition to those made in this agreement.
7. **Allocation Of Risk** – This warranty allocates the risk of product failure between BAP and Purchaser. This allocation is recognized by both parties and is reflected in the price of the System. Purchaser acknowledges it has read this warranty, understands it and is bound by its terms.

Executive Summary

Frontier Communications will be providing a Mitel MiVoice Office 250 for **International Falls Public Schools**. There will be two controllers, one installed at the Elementary School and the other at the Middle/High School. The systems will use the existing ethernet network for communication between the buildings. In the Elementary School there will be 41 classroom digital phones and 7 IP phones for administrative users there will also be analog trunks for fault tolerance and backup in case of a failure on the districts network. In the High School there will be 64 classroom digital phones and 13 IP phones for administrative users. There will also be an IP conference phone at each building.

There will be no required changes to the dialing plan, some improvements may be implemented in the process by the district, but phone numbers your families are accustomed to using will remain. Calling line ID will be provided on the new system.

The implementation will commence upon execution of the contract. A project manager will be provided to ensure a smooth and disruption free implantation. Very minimal downtime is expected. The programming tasks and testing of critical components will be done before the equipment is delivered to site. Our goal is to complete this according to the Districts timeline, but hopefully all training and implementation will be completed by the end of June 2018, training for teaching staff will be done during an inservice before the new school year starts.

Frontier has depth of experience in the education vertical market. We have installed many schools in and out of our serving territory. The technical team installing this system (headed up by an International Falls Public Schools graduate) installs several similar systems every month. Highly experienced and highly skilled. Frontier sells more Mitel phone systems than any other partner. We have the support organization to provide the right solution to meet the districts needs now and into the future.

This Frontier Services Agreement ("FSA") is effective as of 04/09/2018, by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontier"), and ISD 361/International Falls, whose primary address is 1515 11TH ST, INTERNATIONAL FALLS, Minnesota, 56649 ("Customer").

1. Provision of Services and Equipment

a. Frontier will provide and the Customer agrees to pay for the communications, installation and maintenance services (collectively "Service"), and/or purchase or lease equipment ("Equipment"), described in this FSA and Schedules executed by Customer.

b. Customer acknowledges that certain Services may be governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this FSA and an applicable tariff, the tariff shall control except with respect to pricing, early termination charges or cancellation charges for which this FSA shall control.

c. Frontier will provide, maintain and repair the Frontier owned facilities and equipment used to provide the Services ("Frontier's Network"), up to and including the point at which Frontier's Network is made available for interconnection to Customer's premises equipment or inside wiring. Customer shall provide Frontier reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Frontier Network components, including obtaining approvals, permits or licenses from third parties as necessary. Customer will cooperate in good faith and provide all reasonable information and authorizations required by Frontier for the purpose of installing Services and/or Equipment, performing routine network grooming, maintenance, upgrades, and addressing emergencies, including but not limited to design layout records of any Customer or third party network elements to be connected to the Services and Letters of Agency allowing Frontier to act on the Customer's behalf related to the Services and auxiliary third party services.

d. Only authorized agents and representatives of Frontier may perform maintenance work with respect to Frontier's Network. Any repair, alteration, configuration or servicing of Frontier's Network, Services or Equipment by Customer or third parties without the written consent of Frontier is a material breach of this FSA and cause for termination at Frontier's option.

e. If Frontier is unable to commence performance hereunder due to circumstances within Customer's control, any related costs incurred by Frontier, including but not limited to travel at normal rate and overtime labor rate expenses, will be reimbursed by Customer. Customer will reimburse Frontier for all costs incurred for installation, maintenance and repair if: (i) Frontier's Network is altered, maintained or repaired by any party other than Frontier, without Frontier' prior written consent, (ii) the malfunction of the Service or Equipment is the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than Frontier (including use in conjunction with equipment electrically or mechanically incompatible); or (iii) if the problem originated from a source unrelated to Frontier's Network.

f. Customer will provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of Frontier's Network in accordance with manufacturer's documentation and Frontier's installation standards, more fully described in the applicable Schedule; and (ii) a well-lighted and safe working area that complies with all local safety standards and regulations.

g. The Services or Equipment may be connected with the services or facilities of other carriers. Frontier may, when authorized by Customer and as may be agreed to by Frontier, act as Customer's agent for ordering facilities provided by other carriers to allow such connection of Customer's locations to Frontier's Network or to the network of an underlying carrier or service.

h. Customer is responsible for all charges billed by other carriers or third parties. Frontier shall not be responsible for the installation, operation, repair or maintenance or performance of equipment, facilities, software or service not provided directly by Frontier. Customer is responsible to provide equipment compatible with the Service or Equipment and Frontier's Network, and any wiring required to extend a communications termination and/or demarcation at the Customer premises. Customer will provide suitable building facilities for the provision of Services in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes, and Frontier's installation standards.

i. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Services and Equipment. Customer is solely responsible for ensuring that all of Customer's data are adequately secured, documented and backed-up at all times. Frontier and its contractors are not responsible or liable for data loss for any reason.

j. Frontier will manage the Frontier Network in Frontier's sole discretion, and reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services or provisioning the Equipment. Frontier will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service. Frontier reserves the right to suspend Service for emergency maintenance to Frontier's Network without notice to Customer. Customer shall designate a primary contact for receipt of such notice.

k. Customer represents and warrants that its use of the Service and Equipment will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this FSA and Customer will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities with respect to such use.

l. Except as expressly identified in a Schedule, Customer and its employees shall be the only permitted end-user of the Services and leased Equipment. Customer shall not resell or bundle the Services or leased Equipment, nor permit any third party to access the Services or leased Equipment in exchange for compensation of any kind.

2. Term

The term of this FSA will commence as of the date identified in the introductory paragraph above or the date the FSA is executed by both Parties, whichever is later (the "Effective Date") and will continue through the Service Term with respect to any Service or Equipment provided pursuant to this FSA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the "Service Term"). Unless otherwise stated in the Schedule, the Service Term and billing for the Service, will begin upon the earlier of (i) Customer's use of the applicable Service(s) or Equipment or (ii) five (5) days following Frontier's installation of such Service(s) or Equipment, and such date is deemed the commencement of the applicable Service Term. If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each Service will automatically renew for additional one-year periods, subject to the terms and conditions of this FSA and at the then applicable one-year term rate, excluding promotional rates. If the parties agree to negotiated renewal

terms, such terms will not be effective unless and until documented in writing and executed by both parties.

3. Payment

a. Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges.

b. In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated including but not limited to Primary Interexchange Carrier Charge, Federal Pre-Subscribed Line Charge, Carrier Cost Recovery Surcharge, E-911, and Universal Service and Local Number Portability, in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment.

c. All payments shall be due within thirty (30) days of the invoice date and, in addition to and not in lieu of any other remedies Frontier may have hereunder or under the law as a result of Customer's failure to pay, late payments shall be subject to a late payment fee of the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law. In the event Customer disputes any invoiced amount, Customer will pay all charges not disputed, and notify Frontier of the dispute in writing, providing an explanation of the basis for the dispute. If Frontier does not receive notice of a payment dispute by Customer within ninety (90) calendar days after the date of an invoice, such invoice will be final and not subject to further challenge. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days. Frontier reserves the right to immediately suspend or terminate any or all Services or the installation or lease of any or all Equipment if Customer is overdue more than thirty (30) days for payments that have not been disputed in good faith.

4. Cancellation and Early Termination Charges

a. If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month of MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation, including but not limited to any Equipment restocking fees.

b. Following installation, Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts shall be due upon termination of any Service identified in a Schedule for any reason. In addition, and unless otherwise specifically provided in the applicable Schedule, if any Service or Equipment is terminated by Customer for any reason other than breach by Frontier or by Frontier due to Customer's breach, then Customer shall pay Frontier a termination charge equal to the applicable MRC and all related taxes and surcharges multiplied by the number of months remaining in the Service Term. Partial months shall be prorated.

c. Customer agrees that Frontier's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this Section are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

5. Limitation of Liability and Warranty Provisions

a. The liability of Frontier and its affiliates related to this FSA or the Service or Equipment provided under this FSA, shall in no event exceed the limitations of liability set forth in the applicable tariffs, or regulatory rule or order. If there is no applicable tariff, regulatory rule or order, the total amount paid for the applicable Service or Equipment during the prior 12 months. In cases of an Outage, Frontier's liability

shall be limited to 1/720 of the MRC for each hour after Frontier is notified of the Outage. An "Outage" is an interruption in Service or use of the Equipment caused by a failure of Frontier's Network, excluding degradation or disruption due to planned or emergency maintenance or an event outside Frontier's direct control. Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services or Equipment caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services or Equipment, or for interruptions of Services or Equipment, except as expressly set forth herein.

b. IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, LOSS OF USE, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER OR THIRD PARTIES RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO DAMAGE, LOSS OR LOSS OF USE OF CUSTOMER DATA OR FRAUD BY THIRD PARTIES.

c. Frontier warrants that Frontier's Network will be maintained in good working order. If any Service does not function substantially in accordance with applicable Service specifications as a result of Frontier's failure to maintain Frontier's Network (excluding degradation related to the acts or omissions of Customer or anyone using the Services, a force majeure event, or scheduled maintenance), Frontier's sole obligation is to repair the affected Service at Frontier's expense. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO FRONTIER'S NETWORK, SERVICES OR EQUIPMENT PROVIDED PURSUANT TO THESE TERMS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. FRONTIER DOES NOT WARRANT THAT THE SERVICES OR EQUIPMENT OR ACCESS OR OPERATION OF THE SERVICES OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

d. This FSA shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of Frontier's Services and/or the Equipment provided under this FSA will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

e. Customer agrees that the Services and Equipment, and Frontier's performance hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.

f. No action, regardless of form, arising out of this FSA or the Schedules may be brought more than two (2) years after the cause of action has arisen or charges have been billed whichever is earlier. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under applicable law.

6. Indemnification

Customer shall indemnify, defend and hold Frontier and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out or relating to any claim, action or proceeding brought by any

third party based upon: (i) Customer's breach of this FSA; (ii) Customer's negligence or willful misconduct in the performance of its obligations under this FSA; (iii) use of the Equipment or Services, including but not limited to the content of communications transmitted thereby; (iv) any infringement of intellectual property or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from Customer's or any other person's use of the Equipment or Services, any combination of the Equipment or Services with other products or services not provided by Frontier, or any modification of the Equipment or Services by anyone other than Frontier; (v) any bodily injury (including illness or death) or property damage caused by Customer or anyone within its control. The obligations under this Section 6 are independent of any other obligation under this FSA.

7. Confidentiality

a. Both parties agree that all terms and conditions set forth in this FSA shall be considered confidential, and that details of the terms of this FSA, shall not be disclosed to third parties, other than affiliates, employees, agents or contractors who have a need to know such information in the scope of their employment or engagement, without the prior written consent of the other party, unless required by law.

b. Customer and Frontier may disclose to each other information that is confidential in nature. In order to receive confidential treatment, all such information (hereafter "Information") shall be either (i) clearly marked as confidential if written, or clearly identified as confidential if oral or (ii) reasonably understood by the recipient, based on the nature of the Information or the circumstances of disclosure, to be confidential or proprietary to the discloser. Except as required by law or regulation, Customer and Frontier agree not to disclose any Information to any third party and to keep Information in a secure place available only to employees, affiliates, contractors or agents who are subject to obligations of confidentiality no less restrictive than those set forth herein, and who need to know the Information for purposes of the business dealing between Customer and Frontier, and to use Information only in connection with such business dealings. This Section is enforceable by injunction.

c. Information will lose its confidential status if obtained legitimately from a third party without restriction or upon the expiration of five (5) years from delivery of each item of Information. Information shall remain the property of the disclosing party and shall be returned to such party on request or upon termination of the business dealing between Customer and Frontier.

d. Notwithstanding anything herein to the contrary, Frontier shall have the right to include Customer's name in a public list of current customers who use Frontier's services, provided Frontier does not make any representation with respect to Customer and does not attribute any endorsements to Customer, without Customer's prior written consent. In addition, Frontier may publicly identify Customer as a new customer of Frontier or an existing customer obtaining expanded or additional services from Frontier, as the case may be.

8. Breach

a. **Breach by Customer:** If Customer fails to make any payment when due and such failure continues for five (5) days after notice, or Customer fails to comply with any other term or condition of this FSA or any Schedule and such failure continues for thirty (30) days after notice, then Frontier may either suspend the applicable Schedule (or any portion thereof) until the breach is remedied, terminate the applicable Schedule (or any portion thereof), or terminate this FSA and all Schedules. Notwithstanding the foregoing, Frontier may immediately suspend Services and, after giving notice to Customer with an opportunity to respond appropriate to the circumstances and Customer's failure to respond, Frontier may terminate any or all Services, retrieve Frontier Network elements from the service location and Equipment for which title has not transferred to Customer, in the following circumstances: (i) in the event of unauthorized, unlawful or improper use or abuse of the Frontier Network or Service; (ii) if, in the reasonable judgment of Frontier, Customer's use of the Frontier Network or Service has or will damage or

have an adverse effect on Frontier's Network, its personnel, property or service; (iii) such action is necessary to meet the exigencies of an emergency; or (iv) a court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the Equipment or Services to Customer.

b. **Breach by Frontier:** If Frontier has not remedied any breach within thirty (30) days after Frontier's receipt of written notice from Customer of such breach (providing reasonable detail), Customer may terminate the Service which is the subject of such breach. This is Customer's exclusive remedy for a breach by Frontier.

9. Force Majeure

In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; terrorism; cyber security events; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

10. Assignment

This FSA may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that Frontier may assign this FSA to any successor to the business of Frontier by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with Frontier. Frontier may subcontract portions of the work to be performed hereunder to provision the Services or Equipment.

11. Work Site Conditions

a. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered during work pursuant to this FSA, Frontier will suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site. Such suspension may result in an equitable adjustment to the charges identified in the related Schedule, based on any increase in costs incurred by Frontier.

b. Customer agrees to release, indemnify, defend and hold harmless Frontier from and against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material from the Customer's premises or location where Services or Equipment will be installed.

12. Title and Risk of Loss

a. Risk of loss or damage for Frontier Network elements installed at a Customer designated service location shall pass to Customer at time of delivery to Customer.

b. Any Frontier Network elements or Equipment installed at Customer's premises or location where Services or Equipment will be installed (which is leased or for which title has not transferred to Customer) remain the personal property of Frontier or Frontier's assignee, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of this FSA or any Schedule (in whole or in part), all Frontier property shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. In the event Frontier property is not returned to Frontier in accordance with this Section, Customer will be billed for and pay to Frontier an amount equal to the retail value of the Frontier property, except to the extent such failure is caused by the negligence or willful misconduct of Frontier or its agents.

13. Competition

Customer recognizes the availability of competitive alternatives for receiving the Services and Equipment provided under this FSA, and has freely elected to enter into this FSA in order to receive the benefits it offers.

14. Government Regulation

To the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state public utilities commission or other regulatory agency, this FSA shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance hereunder or the benefits provided by this FSA. If provision of any Service pursuant to this FSA is subject to advance approval of the FCC and/or any state public utilities commission, this FSA shall not become effective with respect to such Service until after receipt by Frontier of written notice of such approval.

15. Governing Law

This FSA shall be governed by and construed according to the laws of the State in which Services or Equipment are being provided hereunder without regard to its conflicts of laws provisions. Any related litigation may be brought in any State or Federal courts of competent jurisdiction within such State. Customer and Frontier consent to personal jurisdiction in such courts.

16. No Waiver

If either party fails, at any time, to enforce any right or remedy available to it under this FSA, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

17. Severability

A declaration by any court, or other binding legal source, that any provision of this FSA or any Schedule is illegal and void, will not affect the legality and enforceability of any other provisions of this FSA, unless the provisions are mutually dependent.

18. Notice

All notices provided pursuant to this FSA will be in writing and delivered by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, or by regular mail and shall be deemed delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on the next day after the sending of the notice if sent overnight mail, or three (3) days after mailing if by regular mail to the address of the party designated to receive such notice.

19. Independent Relationship

Each party understands and agrees that it and its personnel are not employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times.

20. Dispute Resolution

Except as otherwise specifically provided in or permitted by this FSA, all disputes arising in connection with this FSA shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days or any agreed further period, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available at law or in equity. Customer and Frontier agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

21. Authorization and Entire Agreement

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This FSA may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Notwithstanding anything otherwise stated, a Customer purchase order document (whether signed by one or both parties) shall be construed solely as evidence of Customer's internal business processes, and the terms and conditions contained thereon shall be void and of no effect or application toward this FSA.

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|---|--|
| Frontier Communications of America, Inc. | ISD 361/International Falls |
| <i>Frontier's Signature:</i> | <i>Customer's Signature:</i> |
| Printed Name: | Printed Name: |
| Title: | Title: |
| Date: | Date: |
| Contractual Notice: Frontier Communications 111 Field Street Rochester, NY 14620 Attn: Legal Department | Contractual Notice: ISD 361/International Falls 1515 11TH ST INTERNATIONAL FALLS, Minnesota, 56649 Attn: Kevin Grover |



EQUIPMENT PURCHASE AND INSTALLATION SCHEDULE

Business
Frontier Confidential

This is Schedule Number S-0000184559 to the Frontier Services Agreement dated 04/09/2018 ("FSA") by and between ISD 361/International Falls ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier").

Customer Information:

Installation Site: 1414 Fifteenth Ave, INTERNATIONAL FALLS, Minnesota, 56649
Billing Address: ATTN ACCOUNTS PAYABLE, 1515 11TH ST, International Falls, Minnesota, 56649-2501
Single Point of Contact ("SPOC"): MIKE BLES
Schedule Date: 04/09/2018
Requested Install Date: 06/04/2018
Phone: (218) 283-1011

Table with 2 columns: Equipment Purchase and Installation Services, Payment. Rows include Equipment and associated products (\$12,848.86), Installation & Training Services (\$4,883.14), Total Payment (\$17,732.00), and Payment Schedule (As described below).

Lease/Financing Option: NO [X] YES [] (if checked the Payment Schedule will be 100% on Acceptance, and the following terms apply)
Customer has entered into a financing agreement with n/a ("Lender"). Frontier will exercise commercially reasonable efforts to cooperate with Lender...

- 1. Equipment Delivery and Billing. With respect to Equipment that is not a Drop-Ship Order...
2. Services and Billing. With respect to Services, Frontier will notify Customer upon Frontier's completion of the Services...
3. Drop-Ship Orders. Drop-Ship orders are separately addressed using Frontier's customary "Equipment Purchase Drop-Ship Schedule."
4. Manufacturer Requirements. Customer acknowledges and agrees that the Equipment and Services provided by Frontier hereunder are subject to the terms...
5. Title. Frontier retains legal title to the Equipment until the NRCs identified above are paid in full.

6. Warranty.

a. Equipment. All Equipment is warranted pursuant to the applicable manufacturer’s standard warranty provisions, as outlined in the documentation packaged with the Equipment. This Schedule shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier or the third party manufacturers. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of the Equipment will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

b. Services. Frontier warrants that any cables and connectors, provided by Frontier as a result of installation, between the Equipment and any other equipment at the Installation Site will be in good working order for a period of thirty (30) days after installation; provided, however, that any failure of such cables and connectors is not caused by Customer’s misuse or abuse.

c. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION, TITLE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.**

7. Insurance. While Customer (or Lender if applicable) holds risk of loss and until title for any piece of Equipment purchased hereunder passes to Customer, Customer shall maintain insurance with limits sufficient to cover the replacement cost of the Equipment, issued by reputable and financially sound insurance companies authorized to do business in the state where the Equipment is located and with an A.M. Bests Rating of A IX or better. THE INSURANCE COVERAGE LIMITS SHALL IN NO ANY WAY RESTRICT OR DIMINISH CUSTOMER’S LIABILITY UNDER THIS SCHEDULE. Customer will submit to Frontier a standard "Accord" insurance certificate (or comparable form acceptable to Frontier) signed by an authorized representative of such insurance company(ies), certifying that the insurance coverage(s) required hereunder are in effect for the purposes of this Schedule. Said insurance certificate shall certify that no material alteration, modification or termination of such coverage(s) shall be effective without at least 30 days advance written notice to Frontier. All policies shall name Frontier as Additional Insured as respects Customer’s liability under this Schedule. Customer’s insurance shall be considered primary and not excess or contributing with any other applicable insurance.

8. Remedies for Default. In the event of Customer’s default hereunder or termination for any reason prior to Frontier’s receipt of payment in full, Frontier shall have the following remedies: (a) to retain any payments made as liquidated damages; (b) to enter upon the Installation Site or other premises, and remove all or any part of the Equipment; (c) to sell, lease or otherwise dispose of all or any part of the Equipment either before or after repair, at public or private sale, for the account of the Customer, Customer to be liable for the cost of repair and any deficiency; (d) at its option, with notice required by law, to retain all or any part of the Equipment in satisfaction of the indebtedness of Customer; (e) to commence, continue or defend proceedings in any court of competent jurisdiction for the purpose of exercising any of the rights, powers and remedies set out herein; and; (f) to enforce any other right or remedy that Frontier may have under this agreement or by law.

9. Change Management Process. Customer may request changes in or additions to this Schedule by completing a Change Order form (provided by Frontier) and submitting such form to Frontier for review. Frontier will comply, to the extent feasible, with requested changes; provided that if Frontier determines that such changes cause an increase or decrease in the cost of or time required for performance of the work, Frontier will advise Customer thereof and such adjustments shall be reflected in Frontier’s response to the Change Order. The Change Order will not become effective unless and until mutually agreed and executed by both parties. If the Change Order results in additional charges, Frontier will begin work in response to an executed Change Order only after Frontier has received a Purchase Order for the additional work. Change orders executed after Equipment billing has occurred, will be billed when additional equipment is delivered. Change orders including for additional labor or completion delays caused by the change order will result in billing for the labor provided as per the original FSA. Proposed change orders significantly changing the scope of the project may require a separate FSA and / or schedule at Frontier’s discretion. All executed Change Orders will be subject to the terms and conditions of the FSA, and this Schedule.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Equipment or Service. This Schedule, the documents incorporated herein by reference, and all terms and conditions of the FSA, comprise the entire agreement between the parties with respect to the purchase of Equipment and Services described herein, and supersede any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

| | |
|---|------------------------------|
| Frontier Communications of America, Inc. | ISD 361/International Falls |
| <i>Frontier’s Signature:</i> | <i>Customer’s Signature:</i> |
| Printed Name: | Printed Name: |
| Title: | Title: |
| Date: | Date: |

Attachment 1

*Only specifically identified Equipment and Licenses identified in this Attachment are included.

| QTY | Part # | Description | Unit Price | Total Price |
|------------------------------|----------------|---|------------|-------------|
| NJPA Qualifying Items | | | | |
| 1 | 50006580 | UC360 Collab Pt (Audio + In Room Collab) | \$740.90 | \$740.90 |
| 1 | 51301151 | Gb 802.3at Pwr Adptr Unvrsl 90-264Vdc C8 | \$74.40 | \$74.40 |
| 1 | 50006122 | 8528 Telephone (NA) | \$114.70 | \$114.70 |
| 10 | 52003304 | 8528 Dig Phone 4 for 3 [Prod.Mgmt.Apprl reqd] | \$344.10 | \$3,441.00 |
| 3 | 50006478 | 5340E IP PHONE | \$310.00 | \$930.00 |
| 1 | 52003202 | 5340e IP Phone Promo (4x) [Prod.Mgmt.Apprl reqd] | \$930.00 | \$930.00 |
| 1 | 50006500 | 2GB Compact Flash Mitel 5000 NA | \$100.00 | \$100.00 |
| 1 | 51005172 | PWR CRD C7 2.5A 125V-NA PLUG | \$4.96 | \$4.96 |
| 2 | 52002624 | PCBA DDM-16 CARD WITH CABLE | \$620.00 | \$1,240.00 |
| 1 | 52002827 | MiVoice Office Digital Base Pack | \$1,112.90 | \$1,112.90 |
| | | <i>1 x 50006271 PWR CRD C13 10A 125V - NA Plug</i> | | |
| | | <i>1 x 50006552 MT5000 CBL DDM-16 3M TO AMP 50P 3METR</i> | | |
| | | <i>1 x 50006791 HX-Core Assembly(Chassis, Ctrl, PSU)</i> | | |
| | | <i>1 x 54005357 MiVoice Office License UVM E-mail Synch</i> | | |
| | | <i>1 x 54005359 MiVoice Office License - Meet-Me Conf</i> | | |
| | | <i>1 x 54005399 MiVoice Office License Hot Desk</i> | | |
| | | <i>1 x 580.2202 MiVOfc 250 DDM-16b CCA for HX (no cbl)</i> | | |
| | | <i>4 x 840.0411 LICENSE INTL5000 BVM SINGLE PT</i> | | |
| | | <i>1 x 840.0416 MiVoice Office License - IP Phone Cat D</i> | | |
| | | <i>16 x 840.0417 MiVoice Office License - Dig Phone Cat E</i> | | |
| | | <i>1 x 840.0844 MiVoice Office License - Dyn Ext Express</i> | | |
| 1 | 580.2304 | Loop Start Mdl (LSM-4) for CS/HX | \$241.80 | \$241.80 |
| 6 | 840.0416 | MiVoice Ofc Licnse - IP Phone Cat D | \$86.80 | \$520.80 |
| 25 | 840.0417 | MiVoice Ofc Licnse - Digital Phone Cat E | \$43.40 | \$1,085.00 |
| 1 | 840.0418 | MiVoice Ofc Licnse - IP Phone Cat F | \$62.00 | \$62.00 |
| 1 | 840.0460 | MiVoice Office License - UVM Ports x4 | \$620.00 | \$620.00 |
| 1 | 54008143 | SWA Std 5y MiVO250 over 32 usr | \$1,054.00 | \$1,054.00 |
| Non-NJPA Items | | | | |
| 1 | MGBSGL-1 | BAR BUS MULTIPLE GROUND | \$12.09 | \$12.09 |
| 5 | UP3B-235 | ULTRALINX 66 BLOCK PROTECTOR -235V CLAM | \$11.44 | \$57.21 |
| 1 | M8KSU-60 | Surgate Plus M8KSU-60 8 outlet | \$71.50 | \$71.50 |
| 8 | 95111172003FT | CABLE PATCH CAT5E BLUE 3FT | \$1.21 | \$9.71 |
| 1 | (i) View Micro | (i) View Micro Appliance | \$278.57 | \$278.57 |
| 1 | JH407A#ABA | 1405-5G Swch | \$56.24 | \$56.24 |
| 1 | 13805 | Mitel 8568/8528 Labels 50pk | \$40.00 | \$40.00 |
| 1 | DT50/8GB | DRIVE USB 8GB 3.0 DATATRAVLER | \$8.21 | \$8.21 |
| 1 | Lot | Installation Materials | \$42.86 | \$42.86 |

Attachment 2
Scope of Work
Installation Services

1. Overview.

a. This Scope of Work ("SOW") outlines the services and deliverables Frontier will provide as part of the Installation Services. In addition, this SOW outlines the roles and responsibilities of Frontier and Customer with respect to the Installation Services, and the key dependencies upon which this SOW is based.

b. During the installation process, Frontier will work closely with Customer on a consultative basis to ensure the successful completion of this SOW. **This SOW outlines all services and deliverables covered by the compensation outlined in the Schedule.** Any requested changes or additions to this SOW may only be accommodated according to the change management process outlined in Section 7 of the Schedule.

c. The services and deliverables described in this SOW are designed to properly configure the Equipment according to manufacturer specifications. In addition, all work performed by Frontier pursuant to this SOW will comply with manufacturer-recommended installation procedures.

d. The work described under this SOW will begin on a date mutually agreeable to Customer and Frontier. The start date will be determined following full execution of both the Schedule incorporating this SOW and the underlying Frontier Service Agreement.

2. Key Assumptions. This SOW and related pricing are based on the following key assumptions. If these assumptions are not met, changes in project scope, pricing and/or schedule may be required in order to satisfy project objectives.

a. Hours. All work will be performed during normal business hours (8:00am – 5:00pm local time, excluding holidays).

b. Installation. Customer is responsible for providing and configuring all routers, switches, and servers necessary for installation of the Equipment. Frontier is not responsible for anything outside the scope of this SOW, unless outlined in a mutually agreed Change Order to this SOW.

c. Wiring. Wiring is in place, easily accessible, in proper working order, properly identified on both ends and within reach of the provided 2m patch cord for IP devices or the provided 12' line cord for digital devices of the set location is to be placed for this installation. Unless otherwise specifically agreed in Section 6 or a Change Order, installation and/or repair of wiring is not included in this SOW.

d. Standards. All routers and switches supporting a VoIP System must meet industry standards for Quality of Service (QoS).

e. Installation Site. Customer will ensure that the installation site is prepared for and compatible with the installation services and operation of the Equipment, including but not limited to the following:

Customer responsible to provide:

For voice prioritization at network Layer 3, our proposed solution requires the use of industry-standard Quality of Service (QoS) mechanisms such as IEEE 802.1p/q and Type of Service (TOS) or DiffServ. Mitel IP phones are compliant to the IEEE 802.3af standard for power over Ethernet.

For best performance, we recommend establishing the following LAN elements for MiVoice Office implementation:

- Managed Ethernet Switch: a multi-port, 10/100/1000Base-T auto-sensing, managed Ethernet switch with full 802.1p/q and VLAN support, used to connect various internal resources directly to the LAN. Configured both others.
- Quality of Service Mechanisms: fully programmable IEEE 802.1p/q support for DiffServ, VLAN services, and priority settings (programmable by system, subnet, or through an IP address range)
- DHCP Configuration for IP phones. The administrator can assign IP addresses from MiVoice Office or by external DHCP server.
- Spanning Tree: We recommend the use of Spanning Tree on the MiVoice Office network.

All cabling is assumed to be capable of supporting a 10/100/1000 ethernet connection. Any cabling found to be deficient will be at the customers responsibility. Customer to provide Frontier Tech access to install and training during regular business hours.

*Customer responsible for Cat 5, Cat 5e, or Cat 6 cabling from QoS & PoE data switch to each IP phone.

*Customer responsible to provide QoS PoE data switch ports for IP phones.

f. Scheduling. Frontier resources will be assigned and scheduled based on availability. An initial project meeting will be held with the Frontier implementation team and Customer-designated representatives. During this meeting critical implementation milestones will be determined. If applicable a Frontier-assigned Project Manager will be responsible for maintaining the master project schedule. Installation Services will be performed during regular business hours (8 a.m. to 5 p.m. local time) unless otherwise outlined in Section 6.

g. Cut-Over. Installation Services by Frontier will be completed in one (1) single continuous phase, unless a "multi-phased" implementation is requested by Customer and agreed per Section 6 or Change Order. In the event a multi-phased implementation is requested, additional charges will apply.

h. Removal of Existing Equipment and Infrastructure. Frontier is not responsible for removal, disposal and cleanup of existing cable, telephony and associated equipment (e.g., power supplies, racks, blocks, etc.), unless specified in Section 6.

i. Out-of-Scope Services. For clarification, anything not expressly identified in this SOW as provided by Frontier is out-of-scope, including but not limited to the following:

- Hardware, software, telecommunications or network technology not included in the original design.
- Installation and configuration changes that result from site additions or relocations that were not included in this SOW.
- Delays of more than one half (1/2) hour resulting from Customer's failure to meet its responsibilities.
- Additional site visits required by Frontier personnel as a result of changes in Customer requirements or Customer's failure to meet its obligations.

3. Frontier Responsibilities.

a. Scope. Frontier will perform the following installation Services:

Frontier Responsible to deliver, install and train, at Elementary School: New Mitel 250 MiVoice Office phone system, (41) Mitel 8528 Digital phones, (7) Mitel 5340E Gig IP phones, (1) Mitel 360 Conference Phone, (5) Analog Trunks into system (recommend switching to PRI DID service), (4) Analog station ports to be used for customer fax, Voicemail Boxes for all users, music hold port, Paging port, & surge protection. Software include features- auto attendant, call forwarding, Dynamic Extension (Cell Phone Twining), phone to phone paging & allows for external paging, meet me conference bridge, hot deskling, voicemail to email capabilities, Record a Call to email,. Included from Frontier is local tech installed, onsite training, 1yr warranty, and 5years software assurance.

*Customer responsible for Cat 5, Cat 5e, or Cat 6 cabling from QoS & PoE data switch to each IP phone.

*Customer responsible to provide QoS PoE data switch ports for IP phones.

b. Performance of Work. Frontier will install the Equipment. Installation Services will be performed in a workmanlike manner consistent with manufacturer-published specifications and practices. Workmanship will comply with applicable NEC (National Electric Code) and TIA (Telecommunication Industries Association) standards.

c. Miscellaneous. Frontier is also responsible for the following:

- Provide status to Customer SPOC per a mutually agreed schedule.

- Provide installation, configuration and testing of Equipment & licensed software.
- End user training per Section 5.
- Basic system administration training per Section 5.
- Provide system documentation to Customer.
- Provide support contact information to Customer to respond to questions during the installation project.
- Prior to the scheduled installation date, Frontier will provide manufacturer and/or Equipment and license specific requirements for QoS, DHCP, application and integration with respect to the design and configuration to which Customer's network must adhere.
- Confirm that all shipped Equipment to the Installation Site aligns with the Parts List ordered by Frontier on behalf of the Customer.

4. Customer Responsibilities: Customer is responsible all network elements not specifically identified in this SOW as a Frontier responsibility, including but not limited to the following:

- Provide a qualified SPOC responsible for communicating Customer's requests to Frontier, and assume responsibility for all requests for modification.
- Ensure that Customer Information Technology resources will be available as required by Frontier.
- Provide Frontier employees or representatives access, escort, suitable work space and safety training (if required by Customer).
- Actively and promptly assist in database gathering and providing all information required by Frontier for installation purposes.
- All data network requirements (hardware and software), except as otherwise specifically ordered through Frontier.
- All voice and data wiring, except as specifically outlined in this SOW or a separate Frontier Schedule. Any required modifications/adds/repairs during the installation project are billable.
- QoS for VoIP systems
- Administrative formal training for Customer employees, unless ordered through Frontier.
- Manage and coordinate 3rd party vendors, as necessary, to allow the installation project to proceed as scheduled.
- All manufacturer recommended environmental, HVAC, power and grounding requirements.
- All patch cables that are required with the exception of the single 2m (6.5') patch cord provided with each IP device or a single 12ft line cord for each digital phone.
- Ensure that all network equipment, configurations, cabling, power and grounding requirements are completed prior to installation start date.
- Provide Frontier with two (2) copies of current floor plans of the Installation Site that identify the placement of all cable plant, desktop devices, voice mailbox users and PCs as applicable to Frontier's installation responsibilities hereunder. These floor plans must be signed to indicate their completeness and accuracy. If cable records are inaccurate or unavailable, Frontier will require the purchase of cable "Tone & Testing" to generate updated cable plant and cross-connect records.
- All drilling at the Installation Site with the exception that Frontier will complete any drilling to secure required Equipment racks.
- Ensure all servers and computers supplied by the Customer meet the hardware and software specifications for all application software purchased.
- Provide Frontier with all required information to successfully integrate Installed Equipment and any OEM equipment supplied by the Customer.
- Provide a secure location for Equipment shipped to the Installation Site and sign required documentation (e.g. packing slip) to confirm receipt of ordered Equipment at the Installation Site. Upon signing the required documentation, the Customer is responsible for all Equipment.
- Wiring, cabling and connection to interface(s) of 3rd Party vendor equipment associated with the Installation (including headsets)
- Provide a minimum of two (2) static IP addresses for each installed system.
- Provide a working wire line telephone in or near the room of installed Equipment.
- Provide adequate conduit, duct and trough availability for required

cabling associated with the installation.

- Prior to Project implementation, identify and remove all contaminated areas from asbestos or other hazardous materials. If Frontier discovers contaminated areas during Installation, Frontier will cease all Project activity until all hazardous materials are removed. Customer is responsible for all costs associated with removal of hazardous materials and additional costs incurred from Project delays due to the removal of hazardous materials.

5. Training.

a. Frontier will provide end user training for installed Equipment, as applicable, using one or a combination of the following methods: on site, virtual leader lead, or web based self paced. Any onsite training will be conducted in one single continuous phase. In the event that multi-phased training is requested, additional charges will apply and must be noted in Section 6.

b. Customer will (i) work with Frontier to identify a training time and date, (ii) provide a suitable on-site training facility for training classes, and (iii) identify the class participants and ensure their participation. The training room must be adequately cabled for installation of the training room phones. The parties will mutually agree to a date and time for the training class. Frontier is responsible for providing the training room phones (if applicable), and providing Customer with a copy of the training materials. If training is delayed by Customer for any reason, or by Frontier as a result of Customer's failure to provide a reasonable number of attendees per class (in Frontier's reasonable determination), additional charges will apply.

c. Training for digital and VoIP telephones will not exceed one (1) hour of training for every 12 telephones purchased, and the following basic administration training will also be provided by the installing technician at the time of installation:

- How to login / reset user password on system
- How to set up a new extension
- How to remove an extension
- How to reset a VM password

6. Exceptions and Additional Scope Elements. Notwithstanding anything otherwise stated, Frontier will perform the following non-standard installation tasks as part of is SOW and/or Customer will assume responsibility for the standard installation tasks identified below. Line item NRCs below, whether additional NRC related to Frontier's performance or a reduction in the NRC based on Customers assumption of responsibility, are incorporated into the overall NRC represented in the Schedule.

| Frontier will perform the following non-standard tasks: | Additional NRC |
|---|----------------|
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| Customer assumes responsibility for (and Frontier will NOT perform) the following standard tasks: | Reduced NRC |
| | \$ |
| | \$ |
| | \$ |
| | \$ |



EQUIPMENT PURCHASE AND INSTALLATION SCHEDULE

Business
Frontier Confidential

This is Schedule Number S-0000184557 to the Frontier Services Agreement dated 04/09/2018 ("FSA") by and between ISD 361/International Falls ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier").

Customer Information:

Installation Site: 1515 11TH ST, INTERNATIONAL FALLS, Minnesota, 566492501 Schedule Date: 04/09/2018
Billing Address: ATTN ACCOUNTS PAYABLE, 1515 11TH ST, International Falls, Minnesota, 56649-2501 Requested Install Date: 06/04/2018
Single Point of Contact ("SPOC"): MIKE BLESI Phone: (218) 283-1011

Table with 2 columns: Equipment Purchase and Installation Services, Payment. Rows include Equipment and associated products (\$19,508.73), Installation & Training Services (\$7,335.55), Total Payment (\$26,844.28), and Payment Schedule (As described below).

Lease/Financing Option: NO [X] YES [] (if checked the Payment Schedule will be 100% on Acceptance, and the following terms apply)
Customer has entered into a financing agreement with N/A ("Lender"). Frontier will exercise commercially reasonable efforts to cooperate with Lender...

- 1. Equipment Delivery and Billing. With respect to Equipment that is not a Drop-Ship Order...
2. Services and Billing. With respect to Services, Frontier will notify Customer upon Frontier's completion of the Services...
3. Drop-Ship Orders. Drop-Ship orders are separately addressed using Frontier's customary "Equipment Purchase Drop-Ship Schedule."
4. Manufacturer Requirements. Customer acknowledges and agrees that the Equipment and Services provided by Frontier hereunder are subject to the terms...
5. Title. Frontier retains legal title to the Equipment until the NRCs identified above are paid in full.

6. Warranty.

a. Equipment. All Equipment is warranted pursuant to the applicable manufacturer's standard warranty provisions, as outlined in the documentation packaged with the Equipment. This Schedule shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier or the third party manufacturers. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of the Equipment will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

b. Services. Frontier warrants that any cables and connectors, provided by Frontier as a result of installation, between the Equipment and any other equipment at the Installation Site will be in good working order for a period of thirty (30) days after installation; provided, however, that any failure of such cables and connectors is not caused by Customer's misuse or abuse.

c. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION, TITLE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.**

7. Insurance. While Customer (or Lender if applicable) holds risk of loss and until title for any piece of Equipment purchased hereunder passes to Customer, Customer shall maintain insurance with limits sufficient to cover the replacement cost of the Equipment, issued by reputable and financially sound insurance companies authorized to do business in the state where the Equipment is located and with an A.M. Bests Rating of A IX or better. THE INSURANCE COVERAGE LIMITS SHALL IN NO ANY WAY RESTRICT OR DIMINISH CUSTOMER'S LIABILITY UNDER THIS SCHEDULE. Customer will submit to Frontier a standard "Accord" insurance certificate (or comparable form acceptable to Frontier) signed by an authorized representative of such insurance company(ies), certifying that the insurance coverage(s) required hereunder are in effect for the purposes of this Schedule. Said insurance certificate shall certify that no material alteration, modification or termination of such coverage(s) shall be effective without at least 30 days advance written notice to Frontier. All policies shall name Frontier as Additional Insured as respects Customer's liability under this Schedule. Customer's insurance shall be considered primary and not excess or contributing with any other applicable insurance.

8. Remedies for Default. In the event of Customer's default hereunder or termination for any reason prior to Frontier's receipt of payment in full, Frontier shall have the following remedies: (a) to retain any payments made as liquidated damages; (b) to enter upon the Installation Site or other premises, and remove all or any part of the Equipment; (c) to sell, lease or otherwise dispose of all or any part of the Equipment either before or after repair, at public or private sale, for the account of the Customer, Customer to be liable for the cost of repair and any deficiency; (d) at its option, with notice required by law, to retain all or any part of the Equipment in satisfaction of the indebtedness of Customer; (e) to commence, continue or defend proceedings in any court of competent jurisdiction for the purpose of exercising any of the rights, powers and remedies set out herein; and; (f) to enforce any other right or remedy that Frontier may have under this agreement or by law.

9. Change Management Process. Customer may request changes in or additions to this Schedule by completing a Change Order form (provided by Frontier) and submitting such form to Frontier for review. Frontier will comply, to the extent feasible, with requested changes; provided that if Frontier determines that such changes cause an increase or decrease in the cost of or time required for performance of the work, Frontier will advise Customer thereof and such adjustments shall be reflected in Frontier's response to the Change Order. The Change Order will not become effective unless and until mutually agreed and executed by both parties. If the Change Order results in additional charges, Frontier will begin work in response to an executed Change Order only after Frontier has received a Purchase Order for the additional work. Change orders executed after Equipment billing has occurred, will be billed when additional equipment is delivered. Change orders including for additional labor or completion delays caused by the change order will result in billing for the labor provided as per the original FSA. Proposed change orders significantly changing the scope of the project may require a separate FSA and / or schedule at Frontier's discretion. All executed Change Orders will be subject to the terms and conditions of the FSA, and this Schedule.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Equipment or Service. This Schedule, the documents incorporated herein by reference, and all terms and conditions of the FSA, comprise the entire agreement between the parties with respect to the purchase of Equipment and Services described herein, and supersede any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

| | |
|---|------------------------------|
| Frontier Communications of America, Inc. | ISD 361/International Falls |
| <i>Frontier's Signature:</i> | <i>Customer's Signature:</i> |
| Printed Name: | Printed Name: |
| Title: | Title: |
| Date: | Date: |

Attachment 1

*Only specifically identified Equipment and Licenses identified in this Attachment are included.

| QTY | Part # | Description | Unit Price | Total Price |
|------------------------------|----------------|---|------------|-------------|
| NJPA Qualifying Items | | | | |
| 1 | 50006580 | UC360 Collab Pt (Audio + In Room Collab) | \$740.90 | \$740.90 |
| 1 | 51301151 | Gb 802.3at Pwr Adptr Unvrsl 90-264Vdc C8 | \$74.40 | \$74.40 |
| 16 | 52003304 | 8528 Dig Phone 4 for 3 [Prod.Mgmt.Apprl reqd] | \$344.10 | \$5,505.60 |
| 1 | 50006478 | 5340E IP PHONE | \$310.00 | \$310.00 |
| 3 | 52003202 | 5340e IP Phone Promo (4x) [Prod.Mgmt.Apprl reqd] | \$930.00 | \$2,790.00 |
| 1 | 50006500 | 2GB Compact Flash Mitel 5000 NA | \$100.00 | \$100.00 |
| 1 | 51005172 | PWR CRD C7 2.5A 125V-NA PLUG | \$4.96 | \$4.96 |
| 2 | 52002624 | PCBA DDM-16 CARD WITH CABLE | \$620.00 | \$1,240.00 |
| 1 | 52002827 | MiVoice Office Digital Base Pack | \$1,112.90 | \$1,112.90 |
| | | <i>1 x 50006271 PWR CRD C13 10A 125V - NA Plug</i> | | |
| | | <i>1 x 50006552 MT5000 CBL DDM-16 3M TO AMP 50P 3METR</i> | | |
| | | <i>1 x 50006791 HX-Core Assembly(Chassis, Ctrl, PSU)</i> | | |
| | | <i>1 x 54005357 MiVoice Office License UVM E-mail Synch</i> | | |
| | | <i>1 x 54005359 MiVoice Office License - Meet-Me Conf</i> | | |
| | | <i>1 x 54005399 MiVoice Office License Hot Desk</i> | | |
| | | <i>1 x 580.2202 MiVOfc 250 DDM-16b CCA for HX (no cbl)</i> | | |
| | | <i>4 x 840.0411 LICENSE INTL5000 BVM SINGLE PT</i> | | |
| | | <i>1 x 840.0416 MiVoice Office License - IP Phone Cat D</i> | | |
| | | <i>16 x 840.0417 MiVoice Office License - Dig Phone Cat E</i> | | |
| | | <i>1 x 840.0844 MiVoice Office License - Dyn Ext Express</i> | | |
| 1 | 580.1001 | Digital Exp Interface (DEI) | \$558.00 | \$558.00 |
| 1 | 580.2200 | MT5000 Digital Endpoint Module (DEM-16) | \$372.00 | \$372.00 |
| 1 | 580.2702 | MT5000 Dual T1/E1/PRI (T1M-2) for CS/HX | \$620.00 | \$620.00 |
| 1 | 813.1814 | MT5000 CABLE DEM-16 RJ45 TO AMP 50P 3M | \$30.00 | \$30.00 |
| 12 | 840.0416 | MiVoice Ofc Licnse - IP Phone Cat D | \$86.80 | \$1,041.60 |
| 48 | 840.0417 | MiVoice Ofc Licnse - Digital Phone Cat E | \$43.40 | \$2,083.20 |
| 1 | 840.0418 | MiVoice Ofc Licnse - IP Phone Cat F | \$62.00 | \$62.00 |
| 2 | 840.0460 | MiVoice Office License - UVM Ports x4 | \$620.00 | \$1,240.00 |
| 1 | 54008143 | SWA Std 5y MiVO250 over 32 usr | \$1,054.00 | \$1,054.00 |
| Non-NJPA Items | | | | |
| 1 | PT-MLLT1 | Towermax LL/T1 | \$54.79 | \$54.79 |
| 1 | M8KSU-60 | Surgate Plus M8KSU-60 8 outlet | \$71.50 | \$71.50 |
| 14 | 95111172003FT | CABLE PATCH CAT5E BLUE 3FT | \$1.21 | \$17.00 |
| 1 | (i) View Micro | (i) View Micro Appliance | \$278.57 | \$278.57 |
| 1 | JH407A#ABA | 1405-5G Swch | \$56.24 | \$56.24 |
| 1 | 13805 | Mitel 8568/8528 Labels 50pk | \$40.00 | \$40.00 |
| 1 | DT50/8GB | DRIVE USB 8GB 3.0 DATATRAVLER | \$8.21 | \$8.21 |
| 1 | Lot | Installation Materials | \$42.86 | \$42.86 |

**Attachment 2
Scope of Work
Installation Services**

1. Overview.

a. This Scope of Work (“SOW”) outlines the services and deliverables Frontier will provide as part of the Installation Services. In addition, this SOW outlines the roles and responsibilities of Frontier and Customer with respect to the Installation Services, and the key dependencies upon which this SOW is based.

b. During the installation process, Frontier will work closely with Customer on a consultative basis to ensure the successful completion of this SOW. **This SOW outlines all services and deliverables covered by the compensation outlined in the Schedule.** Any requested changes or additions to this SOW may only be accommodated according to the change management process outlined in Section 7 of the Schedule.

c. The services and deliverables described in this SOW are designed to properly configure the Equipment according to manufacturer specifications. In addition, all work performed by Frontier pursuant to this SOW will comply with manufacturer-recommended installation procedures.

d. The work described under this SOW will begin on a date mutually agreeable to Customer and Frontier. The start date will be determined following full execution of both the Schedule incorporating this SOW and the underlying Frontier Service Agreement.

2. Key Assumptions. This SOW and related pricing are based on the following key assumptions. If these assumptions are not met, changes in project scope, pricing and/or schedule may be required in order to satisfy project objectives.

a. Hours. All work will be performed during normal business hours (8:00am – 5:00pm local time, excluding holidays).

b. Installation. Customer is responsible for providing and configuring all routers, switches, and servers necessary for installation of the Equipment. Frontier is not responsible for anything outside the scope of this SOW, unless outlined in a mutually agreed Change Order to this SOW.

c. Wiring. Wiring is in place, easily accessible, in proper working order, properly identified on both ends and within reach of the provided 2m patch cord for IP devices or the provided 12’ line cord for digital devices of the set location is to be placed for this installation. Unless otherwise specifically agreed in Section 6 or a Change Order, installation and/or repair of wiring is not included in this SOW.

d. Standards. All routers and switches supporting a VoIP System must meet industry standards for Quality of Service (QoS).

e. Installation Site. Customer will ensure that the installation site is prepared for and compatible with the installation services and operation of the Equipment, including but not limited to the following:

Customer responsible to provide:

For voice prioritization at network Layer 3, our proposed solution requires the use of industry-standard Quality of Service (QoS) mechanisms such as IEEE 802.1p/q and Type of Service (TOS) or DiffServ. Mitel IP phones are compliant to the IEEE 802.3af standard for power over Ethernet.

For best performance, we recommend establishing the following LAN elements for MiVoice Office implementation:

- Managed Ethernet Switch: a multi-port, 10/100/1000Base-T auto-sensing, managed Ethernet switch with full 802.1p/q and VLAN support, used to connect various internal resources directly to the LAN . Configured both others.
- Quality of Service Mechanisms: fully programmable IEEE 802.1p/q support for DiffServ, VLAN services, and priority settings (programmable by system, subnet, or through an IP address range)
- DHCP Configuration for IP phones. The administrator can assign IP addresses from MiVoice Office or by external DHCP server.
- Spanning Tree: We recommend the use of Spanning Tree on the MiVoice Office network.

All cabling is assumed to be capable of supporting a 10/100/1000 ethernet connection. Any cabling found to be deficient will be at the customers responsibility. Customer to provide Frontier Tech access to install and training during regular business hours.

Customer responsible for Cat 5, Cat 5e, or Cat 6 cabling from QoS & PoE data switch to each IP phone.

*Customer responsible to provide QoS PoE data switch ports for IP phones.

f. Scheduling. Frontier resources will be assigned and scheduled based on availability. An initial project meeting will be held with the Frontier implementation team and Customer-designated representatives. During this meeting critical implementation milestones will be determined. If applicable a Frontier-assigned Project Manager will be responsible for maintaining the master project schedule. Installation Services will be performed during regular business hours (8 a.m. to 5 p.m. local time) unless otherwise outlined in Section 6.

g. Cut-Over. Installation Services by Frontier will be completed in one (1) single continuous phase, unless a “multi-phased” implementation is requested by Customer and agreed per Section 6 or Change Order. In the event a multi-phased implementation is requested, additional charges will apply.

h. Removal of Existing Equipment and Infrastructure. Frontier is not responsible for removal, disposal and cleanup of existing cable, telephony and associated equipment (e.g., power supplies, racks, blocks, etc.), unless specified in Section 6.

i. Out-of-Scope Services. For clarification, anything not expressly identified in this SOW as provided by Frontier is out-of-scope, including but not limited to the following:

- Hardware, software, telecommunications or network technology not included in the original design.
- Installation and configuration changes that result from site additions or relocations that were not included in this SOW.
- Delays of more than one half (1/2) hour resulting from Customer’s failure to meet its responsibilities.
- Additional site visits required by Frontier personnel as a result of changes in Customer requirements or Customer’s failure to meet its obligations.

3. Frontier Responsibilities.

a. Scope. Frontier will perform the following installation Services:

Frontier Responsible to deliver install and train at High School: New Mitel 250 MiVoice Office phone system, (64) Mitel 8528 Digital phones, (13) Mitel 5340E Gig IP phones, (1) Mitel 360 Conference Phone, (1) PRI T1 dual card into system, (4) Analog station ports to be used for customer fax, Voicemail Boxes for all users, music hold port, Paging port, & surge protection. Software include features- auto attendant, call forwarding, Dynamic Extension (Cell Phone Twining), phone to phone paging & allows for external paging, meet me conference bridge, hot desking, voicemail to email capabilities, Record a Call to email.. Included from Frontier is local tech installed, onsite training, 1yr warranty, and 5years software assurance.

*Customer responsible for Cat 5, Cat 5e, or Cat 6 cabling from QoS & PoE data switch to each IP phone.

*Customer responsible to provide QoS PoE data switch ports for IP phones.

b. Performance of Work. Frontier will install the Equipment. Installation Services will be performed in a workmanlike manner consistent with manufacturer-published specifications and practices. Workmanship will comply with applicable NEC (National Electric Code) and TIA (Telecommunication Industries Association) standards.

c. Miscellaneous. Frontier is also responsible for the following:

- Provide status to Customer SPOC per a mutually agreed schedule.

- Provide installation, configuration and testing of Equipment & licensed software.
- End user training per Section 5.
- Basic system administration training per Section 5.
- Provide system documentation to Customer.
- Provide support contact information to Customer to respond to questions during the installation project.
- Prior to the scheduled installation date, Frontier will provide manufacturer and/or Equipment and license specific requirements for QoS, DHCP, application and integration with respect to the design and configuration to which Customer’s network must adhere.
- Confirm that all shipped Equipment to the Installation Site aligns with the Parts List ordered by Frontier on behalf of the Customer.

4. Customer Responsibilities: Customer is responsible all network elements not specifically identified in this SOW as a Frontier responsibility, including but not limited to the following:

- Provide a qualified SPOC responsible for communicating Customer’s requests to Frontier, and assume responsibility for all requests for modification.
- Ensure that Customer Information Technology resources will be available as required by Frontier.
- Provide Frontier employees or representatives access, escort, suitable work space and safety training (if required by Customer).
- Actively and promptly assist in database gathering and providing all information required by Frontier for installation purposes.
- All data network requirements (hardware and software), except as otherwise specifically ordered through Frontier.
- All voice and data wiring, except as specifically outlined in this SOW or a separate Frontier Schedule. Any required modifications/adds/repairs during the installation project are billable.
- QoS for VoIP systems
- Administrative formal training for Customer employees, unless ordered through Frontier.
- Manage and coordinate 3rd party vendors, as necessary, to allow the installation project to proceed as scheduled.
- All manufacturer recommended environmental, HVAC, power and grounding requirements.
- All patch cables that are required with the exception of the single 2m (6.5’) patch cord provided with each IP device or a single 12ft line cord for each digital phone.
- Ensure that all network equipment, configurations, cabling, power and grounding requirements are completed prior to installation start date.
- Provide Frontier with two (2) copies of current floor plans of the Installation Site that identify the placement of all cable plant, desktop devices, voice mailbox users and PCs as applicable to Frontier’s installation responsibilities hereunder. These floor plans must be signed to indicate their completeness and accuracy. If cable records are inaccurate or unavailable, Frontier will require the purchase of cable “Tone & Testing” to generate updated cable plant and cross-connect records.
- All drilling at the Installation Site with the exception that Frontier will complete any drilling to secure required Equipment racks.
- Ensure all servers and computers supplied by the Customer meet the hardware and software specifications for all application software purchased.
- Provide Frontier with all required information to successfully integrate Installed Equipment and any OEM equipment supplied by the Customer.
- Provide a secure location for Equipment shipped to the Installation Site and sign required documentation (e.g. packing slip) to confirm receipt of ordered Equipment at the Installation Site. Upon signing the required documentation, the Customer is responsible for all Equipment.
- Wiring, cabling and connection to interface(s) of 3rd Party vendor equipment associated with the Installation (including headsets)
- Provide a minimum of two (2) static IP addresses for each installed system.
- Provide a working wire line telephone in or near the room of installed Equipment.
- Provide adequate conduit, duct and trough availability for required

cabling associated with the installation.

- Prior to Project implementation, identify and remove all contaminated areas from asbestos or other hazardous materials. If Frontier discovers contaminated areas during Installation, Frontier will cease all Project activity until all hazardous materials are removed. Customer is responsible for all costs associated with removal of hazardous materials and additional costs incurred from Project delays due to the removal of hazardous materials.

5. Training.

a. Frontier will provide end user training for installed Equipment, as applicable, using one or a combination of the following methods: on site, virtual leader lead, or web based self paced. Any onsite training will be conducted in one single continuous phase. In the event that multi-phased training is requested, additional charges will apply and must be noted in Section 6.

b. Customer will (i) work with Frontier to identify a training time and date, (ii) provide a suitable on-site training facility for training classes, and (iii) identify the class participants and ensure their participation. The training room must be adequately cabled for installation of the training room phones. The parties will mutually agree to a date and time for the training class. Frontier is responsible for providing the training room phones (if applicable), and providing Customer with a copy of the training materials. If training is delayed by Customer for any reason, or by Frontier as a result of Customer’s failure to provide a reasonable number of attendees per class (in Frontier’s reasonable determination), additional charges will apply.

c. Training for digital and VoIP telephones will not exceed one (1) hour of training for every 12 telephones purchased, and the following basic administration training will also be provided by the installing technician at the time of installation:

- How to login / reset user password on system
- How to set up a new extension
- How to remove an extension
- How to reset a VM password

6. Exceptions and Additional Scope Elements. Notwithstanding anything otherwise stated, Frontier will perform the following non-standard installation tasks as part of is SOW and/or Customer will assume responsibility for the standard installation tasks identified below. Line item NRCs below, whether additional NRC related to Frontier’s performance or a reduction in the NRC based on Customers assumption of responsibility, are incorporated into the overall NRC represented in the Schedule.

| Frontier will perform the following non-standard tasks: | Additional NRC |
|---|----------------|
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| Customer assumes responsibility for (and Frontier will NOT perform) the following standard tasks: | Reduced NRC |
| | \$ |
| | \$ |
| | \$ |
| | \$ |



This is Schedule Number **S-0000184563** to the Frontier Services Agreement dated 04/09/2018 (“FSA”) by and between ISD 361/International Falls (“Customer”) and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates (“Frontier”). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Service Location:

Street Address: 1515 11TH ST

Schedule Date:

04/09/2018

City, State, Zip: INTERNATIONAL FALLS, Minnesota, 56649

Service Term:

36

| Local Service | Quantity | NRC | MRC |
|--|------------------------------|--------|----------|
| Business Lines | | \$ | \$ |
| Centrex | | \$ | \$ |
| DIDs | 50 | \$0.00 | \$0.00 |
| ISDN PRI | 12 B & 1 D channels | \$0.00 | \$250.00 |
| ISDN BRI | | \$ | \$ |
| Digital Channel Service (DCS) | | \$ | \$ |
| Local Measured Service (LMS) Plan | | \$ | \$ |
| Foreign Exchange Service (FXS) | | \$ | \$ |
| PBX Trunks – Analog | | \$ | \$ |
| Features: PRI Subscriberline charges | 1 | \$0.00 | \$61.00 |
| Other Local Service: PRI Port charge | 1 | \$0.00 | \$27.84 |
| Long Distance Service | Quantity | Rate | MRC |
| One Plus - Intrastate | | \$ | \$ |
| One Plus - Interstate | | \$ | \$ |
| Toll Free - Intrastate | | \$ | \$ |
| Toll Free - Interstate | | \$ | \$ |
| IntraLATA | | \$ | \$ |
| International | | \$ | \$ |
| Dedicated - OnePlus | | \$ | \$ |
| Dedicated – Toll Free | | \$ | \$ |
| EAS/EMS | | \$ | \$ |
| Audio Conferencing | | \$ | \$ |
| Web Conferencing | | \$ | \$ |
| Other LD Service: | | \$ | \$ |
| Domestic Block Of Time Plans: | Minutes / MRC / Overage Rate | | |
| 1+ outbound for T1 / PRI / Centrex / B1s | Select | | |
| Toll Free for T1 / PRI / Centrex / B1s | Select | | |

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

| | |
|---|------------------------------|
| Frontier Communications of America, Inc. | ISD 361/International Falls |
| Frontier's Signature: | Customer's Signature: |
| Printed Name: | Printed Name: |
| Title: | Title: |
| Date: | Date: |



FALLS HIGH SCHOOL

(218) 283-2571 ~ FAX (218) 283-2384

1515 – 11th Street ~ International Falls, MN 56649-2188

I would like to recommend to the ISD 361 School Board that we purchase a 2018, Toro Zero turn, 25hp Kubota diesel, 72” Industrial mower, for a cost of \$18,600. I requested prices and spec’s on, John Deere and a couple of other brands, I researched cost and craftsmanship of all brand and found Toro to be our best option. We have \$20,000 in the budget for a new mower.

I would also like to recommend that we purchase a 2018 Chrysler Pacifica L from Wherley motors for the price of \$27,185. This van would replace our 2005 Ford Taurus with 174,021 miles. To be used to transport students, our vehicles must be under 12 years old from date of manufacturing. We have been using the Taurus for faculty transportation but it was involved in a collision with a deer this last fall and with the higher mileage I recommend that we replace this vehicle with a new minivan which will be used for student transportation as well as faculty trips. This will also relieve some of the pressure on our current 2008 Chevy minivan which has a build date of 2007. We cannot transport students in this van after 2019, the van is in good shape but has 147,700 miles.

I have contacted our other local dealer and GM has discontinued their minivan line. I have researched the state co-op pricing website and Wherley Motors has given us, in my opinion, a very fair price.

I would also like to recommend to the board that we move forward as soon as possible on accepting the quote from Seating And Athletic Facility Enterprises in the amount of \$70,415 and purchasing the Aluminum bleacher system for the pool.

I had contacted Seating And Athletic Facility Enterprises, a company that the district has used in the past. Coach Joslyn and I met with a representative from this company; he was very knowledgeable, not only in bleacher systems but state and federal rules regarding structures in and around pool areas. After some shaving of options, I feel we settled on a system that would allow us to get a good, safe bleacher system that will last for many more years.

It was very hard to find other companies that would service our area, to get a price comparison. I reached out to an organization that our district, along with hundreds of other districts in the state belong to, called MASMS. This organization is a wealth of information, and I asked who other districts had used for pool bleacher installation. I received an overwhelming response from other facility directors throughout the state, all praising the work that, Seating And Athletic Facility Enterprises, had done and all where extremely happy with the service they received. We Have \$48,000 in budget for new bleachers.

Tom Holt

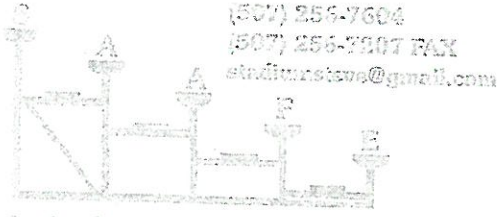
Maintenance and Transportation Director

International Falls, High School

District 361

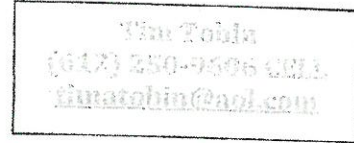
(218) 283-2571 EXT. 185 or (218) 417-0369

tholt@isd361.k12.mn.us



(507) 256-7604
(507) 256-7607 FAX
stadiumseats@gmail.com

Seating And Athletic Facility Enterprises, LLC
7955 1/2 325th Street, Ellendale, MN 56026



Quotation

Date: February 28, 2018

To: International Falls Public Schools
1515 Eleventh Street
International Fall, MN 56649-2501

Attn: Tom Holt
Phone: 218-417-0369
Email: tholt@isd361.k12.mn.us

DESCRIPTION

Lot Bleachers and Grandstand as per the attached drawings (18sd038) with the following exceptions:

DELETE THE FOLLOWING:

- 1) The 5 row bleacher
and
- 2) The 3 row bleachers

The quote does include the 10 row x 60' leg-truss grandstand as per the drawing.

| | |
|---|-------------|
| Total Materials Delivered and Installed | \$70,415.00 |
|---|-------------|

The above price does not include the cost of a building permit or the cost of a performance and payment bond, if required

Please do not hesitate to contact me if you have any questions.

Payments Terms: Net 15

Delivery: Scheduled

By: Tim Tobin



Tim Tobin

Interquest Detection Canines®
(INTERQUEST)
International Falls School
(the client)

This shall serve as an agreement by and between Interquest Detection Canines® and the Client for substance awareness and detection services for the period of September 2018 through May 2019.

It is understood that the Client has established and communicated a policy clearly defining contraband as all drugs of abuse (in the broadest terms), alcoholic beverages, firearms and ammunition, prescription and over-the-counter medication, and that this policy has been disseminated to all campus locations. Violations are considered inimical to the welfare of students and contrary to the Client's desire to foster an atmosphere conducive to safety and education.

INTERQUEST shall provide contraband inspection services utilizing non-aggressive contraband detection canines. Such inspections may be conducted on an unannounced basis under the auspices and direction of the Client administration with INTERQUEST acting as an agent of the Client while conducting such inspections. Communal areas, lockers, gym areas, parking lots (automobiles), grounds, and other select areas as directed by Client officials, shall be subject to inspection. Contraband detected on Client property is the responsibility of the Client. Suspected drugs of abuse may be field-tested to provide preliminary or presumptive identification of the drug.

INTERQUEST agrees to provide a minimum of **9 half day** visits for the contract period. The Client may increase the total number of visits by notifying INTERQUEST in writing. The cost for each visit will be **\$315.00 per team**. Multiple canine teams will be charged on a per team basis. Required court testimony on behalf of the Client will be charged at the same rate. INTERQUEST will invoice for service on a monthly basis at the conclusion of the service month. The Client agrees to pay for services within thirty (30) days of receipt of such invoice. INTERQUEST will schedule Client visits in conjunction with days designated by the Client as appropriate for visits. The Client will provide a school calendar with inappropriate dates for service noted. This calendar will serve as an addendum to the Agreement. All other dates will be considered acceptable for visits. Client will be responsible for payment for any visit made on any day other than those days noted as unacceptable on the attached school calendar.

INTERQUEST is licensed and registered by the U.S. Department of Justice, Drug Enforcement Administration, and other state regulatory agencies as required.

INTERQUEST DETECTION CANINES®

FOR THE Client:

Sara Fox

Sara Fox
President

DATE:



CITY OF RANIER

P.O. Box 186, Ranier, MN 56668
Telephone: 218.286.3311 Fax: 218.286.2051
Email: cityofranier@frontiernet.net
www.raniermn.govoffice2.com



April 6, 2018

ISD 361 School Board
1515 11th Street
International Falls, MN 56649

RE: Donation request: Donation of the Bronco Arena hockey boards to the Ranier Rink, in Ranier, Minnesota.

Date: April 16, 2018

Organization requesting the donation:

City of Ranier
PO Box 186
Ranier, MN 56668
(218) 286-3311
Email: cityofranier@frontiernet.net
Tax ID number: 41-6005478

Purpose:

Ranier Rink needs your help! We are in need of a very fundamental piece to this facility, hockey rink boards. The current boards are between 25-27 years old and are in need of replacement.

In the State of Hockey, outdoor rinks used to be in every neighborhood. This is no longer the case for many kids today as city budgets are tightened.

The Ranier Rink is rich in history dating back to 1955 when the idea to form a rink on land rather than on Rainy Lake was formed. In 1986 with the help of the Army Corp of Engineers the Ranier Recreation Club got help to bury railroad ties and with the donation of several labor hours built the warming house as it is today.

The rink is now owned by the city of Ranier. The city receives monetary support from the Ranier Recreation Club of \$12,000 annually.

Not only is the rink a place to play hockey, it also creates jobs for teens. It's free and open to the public with hope that it remains a central gathering place for the community, especially the kids.

Activities:

Ranier Rink is used every year by hundreds of people, whether it's for the Ice Box Days boot hockey tournament or various free communities events put on by the Ranier Recreation Club.

New this past winter was the opening of the rink at 2:30 p.m. on Wednesday's to coincide with the school district's calendar. In addition, extended operational hours over the Christmas break holiday and various other dates of no school were implemented. (Flyers attached)

For the 2018/19-winter season the Ranier Rink is excited to expand its offerings serving as the host location of the International Falls Rec Hockey's Rink Rat program. The Rink Rat program encourages players to spend an additional 40 hours working on their skating and shooting skills and developing the love for the game in a non-competitive space where they are free to try new skills and techniques.

Budget:

The city of Ranier spends approximately \$15,000 each year to keep the rink operational.

The rink is open Monday, Tuesday, Thursday 4:00 – 9:00 p.m. Wednesday from 2:30 -9:00 p.m. Friday from 4:00 – 10:00 p.m. Saturday 8:00 a.m. – 10:00 p.m. and Sunday 8:00 a.m.– 9:00 p.m.

Other financial:

Seed monies of \$2,500 were received to start a hockey rink board campaign. The monies received will be used to provide a secure foundation to brace the Bronco Arena hockey rinks boards.

Conclusion:

Thank you to the ISD #361 School Board for your consideration of our donation request. Your donation of hockey rink boards helps the Ranier Rink to continue to grow and provide a free and safe location for the students and families of the district.

The city of Ranier recognizes the important role that governments play in the community, as well as the responsibility that goes along with making the district a better place to live, work and play.

Sincerely,

Ranier City Councilmembers Todd Coulombe, Bob Dunbar, JoAnn Kellner, Ron Wilcox
Mayor Dennis Wagner



EARLY OUT

Wednesday's

EARLY OPENING

Ranier Rink

2:30 PM

Sledding



Skating



Hockey

Day Use Skates
Available free of charge!



SCHOOLS OUT

Let's skate!

Ranier Rink

Monday, Jan 22nd
(NO School)

8:00 am to 9:00 pm

Free Hot Chocolate!





"Building Community to End Poverty"

KOOTASCA Head Start / Building Strong Families

**Executive
Director/Director of
Education**
Maureen Rosato
218-999-0810

Financial Department
James Glancy
218-748-7338

Main Office
201 NW 4th St.
Suite 130
Grand Rapids, MN
55744-3984
218-999-0800
1-877-687-1163
Fax: 218-999-0197

Koochiching County
2232 E 2nd Avenue
International Falls, MN
56649
218-283-9491
1-800-559-9491
Fax: 218-283-9855

Visit us at
www.kootasca.org

TDD: 1-800-627-3529
Access through MN
Relay System

**KOOTASCA Community
Action, Inc. is an Equal
Opportunity/Affirmative
Action Employer,
Contractor and Provider**

**Independent School District 361 (I-Falls) ECSE and
KOOTASCA Head Start & Early Head Start**

May 1, 2018 - April 30, 2019

I. Purpose Statement

The purpose of this agreement is to define the working relationship of these two agencies in order to provide collaborative services to families with children eligible for Early Childhood Special Education Services and Head Start in compliance with Part B and C of IDEA of the Federal and State laws and regulations.

The intent of this agreement is to:

1. Define which services will be provided by each agency.
2. Ensure that early childhood children eligible for any special education services receive a free and appropriate public education, in a typical early childhood environment.
3. Work with appropriate community agencies to provide services to early childhood children with disabilities and their families.

II. Program Mandates

A. KOOTASCA HEAD START RESPONSIBILITIES

1. To recruit, enroll and serve eligible children ages birth to 5 with no less than 10% of the total number of enrollment opportunities in Head Start available for children with disabilities.
2. To provide health and developmental screening information, if needed, and to share information.
3. To refer children to the District #361 early childhood special education staff for diagnostic evaluation after completing pre-referral interventions.
4. To participate with parents and ECSE to provide services to eligible children in a collaborative manner.
 - i. To provide information of parental rights and inclusion to parents/legal Guardian
 - ii. Reporting to parents/legal Guardians informally and formally throughout the program year
5. To work with ECSE to provide services in a collaborative manner

to ensure that special needs are met in the Least Restrictive Environment.

- i. Implementation of the IFSP/IEP services within two weeks after parental consent.
6. To provide training to Head Start and Early Head Start staff on working with children with special needs and inclusion.
 7. To develop an individualized transition plan with parents/ legal Guardian and early childhood special education staff Into/from Infant and Toddler programs, preschool programs and into kindergarten that are:
 - a. Appropriate and provide continuous services
 - b. Transfer records and exchange information
 - c. Offer parent participation in all aspects of the transition
 - d. IFSP - transition plan in place 6 months prior to transition
 - e. IEP – transition plan in place 90 days prior to transition.
 8. To provide time for preschool staff meetings and curriculum planning.

III. International Falls ECSE Responsibilities

1. To provide diagnostic testing if pre-referral interventions were not successful.
2. To invite KOOTASCA Head Start staff to meetings involving a Head Start enrolled child.
3. To facilitate IEP/IFSP meetings, periodic, and annual reviews.
4. To initiate written notice and /or verbal notice to arrange IFSP/IEP meetings with parent/legal guardians, Head Start staff, and other person (s) involved with evaluations and assessments based on the convenience and accessibility of parent/legal guardian. ,
5. To work with parents and KOOTASCA Head Start to provide collaborative services for children with special needs.
6. To provide KOOTASCA Head Start with copies of Evaluation Report and IFSP/IEP documents upon receipts of signed Release of Information.
 - i. Evaluations completed within 45 days of receiving referral
 - ii. IFSP/IEP meeting held within 30 days of completed evaluation.
7. To provide consultation to Head Start staff working with children with

special needs.

8. To develop an individualized transition plan with parents/ legal guardian, ECSE and KOOTASCA Head Start staff Into/from Infant Toddler programs, Preschool programs, and into kindergarten that are: .
 - a. Appropriate and provide continuous services
 - b. Transfer records and exchange information
 - c. Offer parent participation in all aspects of the transition
 - d. IFSP - transition plan in place 6 months prior to transition
 - e. IEP – transition plan in place 90 days prior to transition.

KOOTASCA Executive Director/
Director of Education
Maureen Rosato

Director of Special Education
~~Reggie Engebritson~~ *Brian Kretsch*

_____ Date _____

_____ Date _____

ISD #361 Superintendent
Kevin Grover

_____ Date _____

7 Period Day Course Section Scenario

2018-19

Updated: 4/02/2018

| Department Name | Course Name | Proposed Number of Sections 2018-19 | Proposed 2018-19 FTE | Current FTE | Change |
|-----------------|---------------------------------------|-------------------------------------|----------------------|--------------------|---------------|
| Math | | | | | |
| | Math/Reading 7-8 | 1 @ 20 | 0.182 | 0.182 | 0.000 |
| | Honors Math Topics / Math Topics | 1 @ 14 | 0.182 | 0.182 | 0.000 |
| | Plane Geometry | 1 @ 31 | 0.182 | 0.364 | -0.182 |
| | Honors Algebra II 10 | 1 @ 19 | 0.182 | 0.182 | 0.000 |
| | Foundations Geometry | 1 @ 29 | 0.182 | 0.182 | 0.000 |
| | Algebra II | 1 @ 30 | 0.182 | 0.182 | 0.000 |
| | Foundations Algebra II | 1 @ 10 | 0.182 | 0.182 | 0.000 |
| | Foundations Math 7th Grade | 1 @ 18 | 0.182 | 0.182 | 0.000 |
| | Math 7th Grade | 1 @ 30 | 0.182 | 0.182 | 0.000 |
| | Honors Algebra 1 7th Grade | 1 @ 26 | 0.182 | 0.182 | 0.000 |
| | Foundations Algebra 1 8th Grade | 1 @ 20 | 0.182 | 0.182 | 0.000 |
| | Algebra I 8th Grade | 1 @ 22 | 0.182 | 0.182 | 0.000 |
| | Honors Algebra 2 8th Grade | 1 @ 33 | 0.182 | 0.182 | 0.000 |
| | Honors Geometry 9 | 1 @ 29 | 0.182 | 0.182 | 0.000 |
| | Foundations Algebra I 9th Grade | 1 @ 27 | 0.182 | 0.182 | 0.000 |
| | Algebra 2 9th Grade | 1 @ 31 | 0.182 | 0.182 | 0.000 |
| | Math for Today | 1 @ 21 | 0.182 | 0.364 | -0.182 |
| | AP Calculus AB | 1 @ 5 | 0.182 | 0.182 | 0.000 |
| | CEP Beginning Algebra/College Algebra | 1 @ 7/7 | 0.182 | 0.182 | 0.000 |
| | CEP Intro to Calculus/Calculus I | 1 @ 11/11 | 0.182 | 0.182 | 0.000 |
| | | | | Current FTE | Change |
| | | FTE 7 Period: | 3.636 | 4.001 | -0.365 |

7 Period Day Course Section Scenario

2018-19

Updated: 4/02/2018

| Department Name | Course Name | Proposed Number of Sections 2018-19 | Proposed 2018-19 FTE | Current FTE | Change |
|-----------------------|-----------------------------------|-------------------------------------|----------------------|--------------------|---------------|
| Social Studies | | | | | |
| | US History 7 | 3 @ 26.3 | 0.545 | 0.545 | 0.000 |
| | Civics 8 | 3 @ 27.3 | 0.545 | 0.545 | 0.000 |
| | Geography 9 | 3 @ 32 | 0.545 | 0.364 | 0.182 |
| | US History 10 | 3 @ 26 | 0.545 | 0.545 | 0.000 |
| | World History 11 | 2 @ 21.5 | 0.364 | 0.364 | 0.000 |
| | Senior Social | 1 @ 36 | 0.182 | 0.364 | -0.182 |
| | CE Modern European History I / II | 1 @ 11/11 | 0.182 | 0.182 | 0.000 |
| | CE Economics (semester) | 1 @ 20 | 0.091 | 0.091 | 0.000 |
| | | | | Current FTE | Change |
| | | FTE 7 Period: | 3.000 | 3.000 | 0.000 |
| Science | | | | | |
| | Science 7 | 3 @ 26.3 | 0.545 | 0.545 | 0.000 |
| | Science 8 | 3 @ 28.6 | 0.545 | 0.545 | 0.000 |
| | Physical Science 9 | 3 @ 27.6 | 0.545 | 0.545 | 0.000 |
| | Biology 10 | 3 @ 26.3 | 0.545 | 0.545 | 0.000 |
| | Chemistry | 1 @ 30 | 0.182 | 0.364 | -0.182 |
| | Conceptual Physics I (.5 credit) | 2 @ 19 | 0.182 | 0.091 | 0.091 |
| | Astronomy (.5 credit) | 1 @ 9 | 0.091 | 0.091 | 0.000 |
| | Conceptual Physics II (.5 credit) | 2 @ 19 | 0.182 | 0.091 | 0.091 |
| | Physics | 1 @ 25 | 0.182 | 0.182 | 0.000 |
| | | | | Current FTE | Change |
| | | FTE 7 Period: | 3.000 | 3.000 | 0.000 |

7 Period Day Course Section Scenario

2018-19

Updated: 4/02/2018

| Department Name | Course Name | Proposed Number of Sections 2018-19 | Proposed 2018-19 FTE | Current FTE | Change |
|---|---------------------------------------|-------------------------------------|----------------------|--------------------|---------------|
| English | | | | | |
| | English 7 | 3 @ 26 | 0.545 | 0.545 | 0.000 |
| | Math/Reading 7-8 | 1 @ 20 | 0.182 | 0.182 | 0.000 |
| | English 8 | 3 @ 27.3 | 0.545 | 0.545 | 0.000 |
| | English 9 | 2 @ 29.5 | 0.364 | 0.364 | 0.000 |
| | Honors English 9 | 1 @ 27 | 0.182 | 0.182 | 0.000 |
| | English 10 | 2 @ 25 | 0.364 | 0.364 | 0.000 |
| | Honors English 10 | 1 @ 26 | 0.182 | 0.182 | 0.000 |
| | English 11 | 2 @ 19.5 | 0.364 | 0.364 | 0.000 |
| | English 12 | 1 @ 31 | 0.182 | 0.364 | -0.182 |
| | AP English | 1 @ 7 | 0.000 | 0.182 | -0.182 |
| Semester | CE English Comp I / Comp II | 2 @ 16/16 | 0.182 | 0.182 | 0.000 |
| Semester | CE English Literature | 1 @ 24 | 0.091 | 0.091 | 0.000 |
| | CE Communications | 1 @ 25 | 0.091 | 0.000 | 0.091 |
| We will be offering in-house CE Communications in place of this course. | Honors English 12 | 0 | 0.000 | 0.091 | -0.091 |
| | | | | Current FTE | Change |
| | | FTE 7 Period: | 3.273 | 3.636 | -0.364 |
| Phy Ed. | | | | | |
| Required by all 7th Grade Students | Phy Ed 7 (semester) | 3 @ 26.3 | 0.273 | 0.273 | 0.000 |
| Required by all 8th Grade Students | Phy Ed 8 (semester) | 3 @ 27.3 | 0.273 | 0.273 | 0.000 |
| Required by all 9th Grade Students | Phy Ed 9 | 3 @ 29.3 | 0.545 | 0.545 | 0.000 |
| Elective | Elective PE 8 | 2 @ 32 | 0.182 | 0.000 | 0.182 |
| | PE Lifetime Sports I & II (.5 Credit) | 0 | 0.000 | 0.182 | -0.182 |

7 Period Day Course Section Scenario

2018-19

Updated: 4/02/2018

| Department Name | Course Name | Proposed Number of Sections 2018-19 | Proposed 2018-19 FTE | Current FTE | Change |
|--------------------------------------|--------------------------------------|-------------------------------------|----------------------|--------------------|---------------|
| | Weight Training and Fitness I & II | 2 @ 22 / 1 @ 31 | 0.273 | 0.364 | -0.091 |
| | Independent & Team Sports | 1 @ 25 | 0.091 | 0.000 | 0.091 |
| FTE Included as DAPE in SpEd Section | Unified PE / DAPE | 2 @ 13/13 | 0.000 | 0.000 | 0.000 |
| | | | | Current FTE | Change |
| | | FTE 7 Period: | 1.636 | 1.636 | 0.000 |
| Ind. Tech. / FACS | | | | | |
| | Technology 8 (semester) | 3 @ 21.3 (64) | 0.273 | 0.273 | 0.000 |
| | FACS 8 (semester) | 3 @ 23.6 (71) | 0.273 | 0.273 | 0.000 |
| | Nutrition for Life (semester) | 1 @ 23 | 0.091 | 0.091 | 0.000 |
| | Life Skills and Parenting (semester) | 1 @ 31 | 0.091 | 0.091 | 0.000 |
| | On Your Own (semester) | 1 @ 32 | 0.091 | 0.091 | 0.000 |
| Rename / Licensure Issue | Food and Sport | 1 @ 32 | 0.091 | 0.091 | 0.000 |
| | Textiles and Fashion | 1 @ 13 | 0.091 | 0.091 | 0.000 |
| | Art Metals (semester) | 1 @ 17 | 0.091 | 0.091 | 0.000 |
| | CEP Eng/CADD I | 1 @ 3/21 (24) | 0.091 | 0.091 | 0.000 |
| | CADD II | 1 @ 16 | 0.091 | 0.000 | 0.091 |
| | Hot Metals I | 2 @ 17.5 | 0.182 | 0.182 | 0.000 |
| | Hot Metals II | 1 @ 21 | 0.091 | 0.182 | -0.091 |
| | Engineering | 1 @ 16 | 0.182 | 0.182 | 0.000 |
| | Woods I (semester) | 2 @ 25 | 0.182 | 0.182 | 0.000 |
| | Woods II | 2 @ 16 | 0.182 | 0.182 | 0.000 |
| | CE Cabinet Making / Cabinet Making | 1 @ 5/1 (6) | 0.000 | 0.091 | -0.091 |
| | CE Hand/Power Tools | 1 @ 9 | 0.091 | 0.091 | 0.000 |
| | CE Welding I & II | 2 @ 25/23 | 0.182 | 0.182 | 0.000 |
| | | | | Current FTE | Change |
| | | FTE 7 Period: | 2.364 | 2.455 | -0.091 |

7 Period Day Course Section Scenario

2018-19

Updated: 4/02/2018

| Department Name | Course Name | Proposed Number of Sections 2018-19 | Proposed 2018-19 FTE | Current FTE | Change |
|------------------------------------|--|-------------------------------------|----------------------|--------------------|---------------|
| Music | Chorus 9-12 | 1 @ 20 | 0.182 | 0.182 | 0.000 |
| | Band 9-12 | 1 @ 54 | 0.182 | 0.182 | 0.000 |
| | Band 7-8 | 1 @ 85 | 0.182 | 0.182 | 0.000 |
| | Chorus 7-8 | 1 @ 45 | 0.182 | 0.182 | 0.000 |
| | Music Lessons 7-8 | 1 | 0.182 | 0.182 | 0.000 |
| | Music 7 | 1 @ 11 | 0.000 | 0.091 | -0.091 |
| | | | | Current FTE | Change |
| | | FTE 7 Period: | 0.909 | 1.000 | -0.091 |
| Foreign Language | Spanish I | 2 @ 21.5 | 0.364 | 0.182 | 0.182 |
| | Spanish II | 1 @ 18 | 0.182 | 0.182 | 0.000 |
| | CE Beg Spanish II / CE Intermediate Spanish II / Spanish III | 1 @ 4/3/2 (6/5) | 0.000 | 0.182 | -0.182 |
| | Intro to Anishinaabe Studies | 1 @ 12 | 0.182 | 0.000 | 0.182 |
| | Intro to Ojibwe Language | 1 @ 23 | 0.182 | 0.182 | 0.000 |
| | Ojibwe II | 1 @ 13 | 0.182 | 0.182 | 0.000 |
| | Ojibwe III | 1 @ 8 | 0.000 | 0.182 | -0.182 |
| | | | | Current FTE | Change |
| | | FTE 7 Period: | 1.091 | 1.091 | 0.000 |
| Art | Art I - V (semester) | 8 @ 13.375 (107) | 0.727 | 0.727 | 0.000 |
| Required by all 7th Grade Students | Art 7 (semester) | 3 @ 26.3 | 0.273 | 0.273 | 0.000 |
| | | | | Current FTE | Change |
| | | FTE 7 Period: | 1.000 | 1.000 | 0.000 |
| Business | | | | | |
| | Desktop Publishing / CE Desktop Publishing (semester) | 1 @ 9/6 (15) | 0.091 | 0.091 | 0.000 |
| | CE Graphic Production | 1 @ 4/9 (13) | 0.182 | 0.182 | 0.000 |
| | FHS Intro to Business / CE Intro to Business | 0 | 0.000 | 0.091 | -0.091 |

7 Period Day Course Section Scenario

2018-19

Updated: 4/02/2018

| Department Name | Course Name | Proposed Number of Sections 2018-19 | Proposed 2018-19 FTE | Current FTE | Change |
|------------------------------------|---------------------------------|-------------------------------------|----------------------|--------------------|---------------|
| | FHS Accounting / CE Accounting | 1 @ 8/2 (10) | 0.091 | 0.000 | 0.091 |
| 7th Grade Elective | Exploring Computer 7 (semester) | 1 @ 23 | 0.091 | 0.091 | 0.000 |
| Required by all 8th Grade Students | Computer 8 (semester) | 3 @ 27.3 | 0.273 | 0.273 | 0.000 |
| | | | | Current FTE | Change |
| | | FTE 7 Period: | 0.727 | 0.727 | 0.000 |
| ALC | | | | | |
| | 2018-19 Teacher?? | 1 @ 24 | 0.000 | 0.000 | 0.000 |
| | ALC Christianson | 1 @ 24 | 0.000 | 0.364 | -0.364 |
| | ALC Koenig | 1 @ 24 | 0.000 | 0.273 | -0.273 |
| | ALC Vollom | 1 @ 24 | 0.000 | 0.273 | -0.273 |
| | ALC McDonald | 1 @ 24 | 0.000 | 0.091 | -0.091 |
| | | | | Current FTE | Change |
| | | FTE 7 Period: | 0.000 | 1.000 | -1.000 |
| Other | | | | | |
| | CE Nursing | 1 @ 4 | 0.091 | 0.091 | 0.000 |
| Elective | Grade 7 Study Skills | 2 @ 32 | 0.182 | 0.000 | 0.182 |
| | | | | Current FTE | Change |
| | | FTE 7 Period: | 0.273 | 0.091 | 0.182 |
| Sixth Grade | | | | | |
| | Math | 3 @ 21 | 0.545 | 0.545 | 0.000 |
| | English - Reading | 3 @ 21 | 0.545 | 0.545 | 0.000 |
| | English -Composition | 3 @ 21 | 0.545 | 0.545 | 0.000 |
| | Science | 3 @ 21 | 0.545 | 0.545 | 0.000 |
| | Social Studies | 3 @ 21 | 0.545 | 0.545 | 0.000 |
| | Music | 2 @ 21 | 0.364 | 0.364 | 0.000 |
| | Computers | 3 @ 21 | 0.182 | 0.182 | 0.000 |
| | Library | 3 @ 21 | Para | Para | Para |

7 Period Day Course Section Scenario

2018-19

Updated: 4/02/2018

| Department Name | Course Name | Proposed Number of Sections 2018-19 | Proposed 2018-19 FTE | Current FTE | Change |
|----------------------------|-------------------------|-------------------------------------|----------------------|--------------------------|------------------------|
| | Physical Eduation | 3 @ 21 | 0.182 | 0.182 | 0.000 |
| | | | | Current FTE | Change |
| | | FTE 7 Period: | 3.455 | 3.455 | 0.000 |
| | | | | | |
| Special Ed | | | | | |
| | SLD Cowman | 1 @ 17 | 1.000 | 1.000 | 0.000 |
| | SLC McDonald | 1 @ 18 | 0.909 | 0.909 | 0.000 |
| | DCD Thompson | 1 @ 12 | 1.000 | 1.000 | 0.000 |
| | SLD Taylor | 1 @ 19 | 1.000 | 1.000 | 0.000 |
| | SLD Renberg | 1 @ 16 | 1.000 | 1.000 | 0.000 |
| | 18-21 Yr Old Wood | 1 @ 13 | 1.000 | 1.000 | 0.000 |
| | ALC/SLD/EBD McDonald | 1 @ 3 | 0.182 | 0.182 | 0.000 |
| | Adapt PE | 1 @ 8 | 0.182 | 0.182 | 0.000 |
| | | | | Current FTE | Change |
| | | FTE 7 Period: | 6.273 | 6.273 | 0.000 |
| | | | | Current Total FTE | Proposed Change |
| Proposed Total FTE: | | | 30.636 | 32.365 | -1.729 |

RESOLUTION FOR ACCEPTANCE OF GIFTS AND DONATIONS

Whereas, School Board Policy 706 establishes the guidelines for the acceptance of gifts or donations to the District;

Whereas, the International Falls School District Board encourages the support of the District's educational programs through gifts or donations that meet the goals and objectives of the School District;

Whereas, Minnesota Statute §465.03 states the School Board may accept a gift, grant or devise of real or personal property only by the adoption of a resolution approved by two-thirds of its members;

Therefore, be it resolved, the School Board of International Falls Public Schools, ISD #361, accepts with appreciation the following gifts, donations or grants received by the School District:

Student Activity Group donations received:

| | | |
|-------|----------------------------------|---|
| PROM: | Rotary | \$500 |
| | Kerry Park Hockey Tournament | \$750 |
| | Waschke Family GM Center | \$100 |
| | PCA | \$600 |
| | Woodsport | \$50 |
| | Service Master | \$100 |
| | Reed Realty | \$50.00 |
| | Northernair Houseboats | \$50.00 |
| | University of Wisconsin -Madison | Banner |
| | Crookston | Spirit band, lanyard, t-shirt |
| | Macalester College | Tshirt |
| | Indiana Purdue University | T-shirts and coffee mug |
| | Ball State | Spirit Bands |
| | University of Chicago | Banner, Decals |
| | San Diego State University | Pens, Decals |
| | RRCC | Water Bottle, T-shirt, card holder, sticky notes, ice pack |
| | University of Wisconsin | T-shirt |
| | University of North Dakota | Cinch bag, banner, decal, sticky notes, pen, lanyard, tshirt, |
| | Lake Superior college | Pizza cutter, lanyard, t-shirt |
| | Shermoen Jaks Law Firm | \$50.00 |
| | Ranier Rec Club | \$100.00 |
| | South Central College | Pens, cinch bag |
| | Wenberg Transfer | \$200.00 |
| | Harmony Beach Resort | \$50.00 |
| | Rainy Lake Medical Center | \$150.00 |
| | NorthStar Electric | \$75.00 |
| | Stanford College | Pendant |
| | Up North Builders | \$200.00 |
| | Friends Garbage | \$100.00 |
| | Northland Community Tech College | T-shirts |
| | Hamline University | Sunglasses and cinch packs |
| | MN Power | Bluetooth Speaker |
| | Servicemaster | \$50.00 |
| | Michigan Tech | T-shirt, bag, pen |
| | Essentia Health | Water Bottles |
| | Rochester Community Tech college | Drawstring backpack and t-shirt |
| | Valley City State University | T-shirt |
| | College of St. Scholastic | Sweatshirt |

RESOLUTION FOR ACCEPTANCE OF GIFTS AND DONATIONS

| | | |
|-------|-------------|--------------------------|
| PROM: | MN State | Water bottles and Tshirt |
| | Rocky Ledge | Gift Certificate \$25 |
| | Timberpins | Gift Certificates |
| | St. Kates | T-shirt |

| | | |
|-----------|-------------------|---------|
| ROBOTICS: | MN Power | \$5,000 |
| | Arlys Maxwell | \$150 |
| | Brekke Insurance | \$100 |
| | Bremer | \$225 |
| | TruStar | \$200 |
| | Border State Bank | \$100 |

District donations received:

| | | |
|-------------------|---------------------------------------|---------|
| ROBOTICS: | Small Town Tech, Computer | \$300 |
| FES ROCK WALL: | PCA Paper Mill of International Falls | \$2,500 |
| FHS LIBRARY: | Roland Hamly | \$200 |
| GIRLS HOCKEY: | Kerry Park Hockey Tournament | \$500 |
| SIXTH GRADE TRIP: | Lisa and David Hay | \$80 |
| | Sharon and Jerry Kostiuk | \$80 |

BOYS & GIRLS BASKETBALL HUDL SOFTWARE:

| | |
|----------------------------|-------|
| Bronco Basketball Boosters | \$800 |
|----------------------------|-------|

SCHEELA FIELD SCOREBOARD:

| | |
|---------------------------------------|---------|
| Super One | \$500 |
| TruStar Federal Credit Union | \$500 |
| Coca-Cola of International Falls | \$500 |
| PCA Paper Mill of International Falls | \$1,000 |
| Bronco Baseball Boosters | \$500 |
| Epic Threads | \$250 |
| RRCC | \$500 |

VOLUNTEER BOYS SWIM COACH:

| | |
|----------------------|---------|
| Bronco Swim Boosters | \$1,000 |
|----------------------|---------|

Motion by _____, seconded by _____, to accept the gifts and donations.

The following voted in favor:

Voting against:

Whereupon, the resolution was declared adopted.

From:  Josh Koenig Wednesday, April 04, 2018 12:55:39 PM  

Subject: Re: discuss with all of you...

To:  Michelle Hebner  Mike Holden  Toni Korpi  Heather McBride
 Terry Murray  **Ted Saxton**  Roxanne Skogstad-Ditsch
 **Kevin Grover**

Hello Everyone,

To follow up from our email below, a couple of board members had responded back and I have also talked with Mr. Grover. It was asked that I put in a request for "possible days" that the request for days of leave without pay may be needed.

As I stated earlier, I always schedule our games around my work schedule so that I am not needing to be out of the building during the week. I currently have 2 personal days allotted for if we qualify for the Region Tournament (May 17th-20th).....so at this time, IF the weather cooperates and we don't have to move any conference games, I would not need to request any days of leave without pay. However, if personal days were needed for weather related days, then I would need to possibly request up to 2 days of leave without pay (May 17 and May 18). In addition, if we were to qualify for the National Tournament (May 26-31), I would need to request an additional 3 days for May 29-31. (The likeliness of this happening may be slim. It is always a goal to get to, but a very difficult task to accomplish)

In summary, I was asked from Mr. Grover to relay to you potential days that I may need to put in a request for days of leave without pay. However, the likeliness of me using more than two of these days in a calendar year is very remote.

Hopefully this is all of the information that you need. Please let me know if you need anything further.

Thanks and have a great day!

Sincerely,

Josh Koenig

Hello Everyone,

As most of you know, in addition to teaching and coaching for the district, I have also been the Head Baseball Coach at Rainy River Community College. We will be starting our 9th season in 2018.

The reason that I am writing you now is because earlier in the school year, Mr. Grover and I had a discussion with regards to the original agreement that was made between the school district and the college when I took on the position. Per our discussion, he suggested that I write to you as a board to inform you of our discussion and ask for a request for continued support. As a teacher and coach in this district, I continue to be dedicated to providing an environment in which our students and athletes will have the opportunity to develop their skills and abilities to meet their maximum potentials to be successful in all that they do.

Outside of my school day, when coaching baseball at Rainy River Community College, I carry over the same philosophies and ideals. As the baseball program continues to grow, so has our success. We have been one

of the top teams in our Region and qualified for the Region Tournament 3 out of the last 4 years. With that said, my priorities have remained the same serving the district as a teacher first and as a coach at the college second.

Back in 2009, when I was hired on to start the baseball program at the college, Provost Mike Johnson and Superintendent Don Langan sat down and worked out an initial agreement that satisfied both parties with regards to time away from work for baseball. The basics of the agreement were that I use my 5 personal days from the district and I pay the substitute teacher. If after those days are used and additional days are needed for extenuating circumstances (weather related, post-season etc...) that days without pay can be requested and that Rainy River Community College would pay to keep my salary whole.

I want you to know that since I do the baseball scheduling that for the past 9 years (to include 2018) I have always created a schedule that works around my work schedule here at ISD 361. This past year was the first time since 2009 that I actually had to request a day of leave without pay for the Region tournament. Due to the fact that my request was not submitted in time, I had to borrow a personal day from this school year. Therefore, I would like to formally request the following:

1. I will continue to creatively schedule games around my work schedule so that there is minimal conflict.
2. If my personal days are used up and an extenuating circumstance occurs (weather related or post-season play) that I be allowed to put in for days of leave without pay and that Rainy River Community College would pay to keep my salary whole.

My intention of coming to you with this is not to have this as a topic of discussion at a board meeting. Rather, just requesting the ability to use days of leave without pay (only as necessary) based on the original agreement and discussion that took place from the inception of the baseball program.

Please let me know if you have any questions, or if you would like to discuss this further.

Thank you.

Josh Koenig
Physical Education, Health and DAPE Teacher
Asst. Boys Basketball Coach
Falls High School
1515 11th Street
Int'l Falls, MN 56649
218-283-2571 ext. 140

"It is a fine thing to have ability, but the ability to discover ability in others is the true test." (Lou Holtz)

Application for Cooperative Sponsorship

Application must be submitted to the League office not later than the first day of practice for that sport season.

The governing boards of each participating school must jointly make application for cooperative sponsorship.

On behalf of the following schools, we hereby apply for cooperative sponsorship of Girls Ice Hockey beginning with the 2018 - 2020 school year. (activity) (boys' or girls') (Adapted-CI or PI)

List **ALL** schools included in the cooperative sponsorship. *Attach another form if necessary.*

| | School | Enrollment (9-12)* | City | Administrative Region** | Competitive Section** |
|-----------------|-------------------------|--------------------|----------------------|-------------------------|-----------------------|
| High School #1: | INTL Falls High School | 310 | INTL Falls, MN | | 7A |
| High School #2: | Lake of the Woods | 112 | Baudette, MN | | 8A |
| High School #3: | Rainy River High School | 150 | Rainy River, Ontario | | 8A |
| High School #4: | | | | | |

*Enrollment reported to the State of Minnesota on October 1 of the previous school year.

**Current (Number and Class)

- Do any of the above schools belong to a conference in this activity?
 Yes This application must include a review and comments from the conference(s) of which the schools are members.
 No
- Do any of the above schools currently have a cooperative agreement in this activity?
 Yes An application for dissolution must be submitted for the existing agreement.
 No
- Describe the conditions which have prompted your request to co-sponsor this activity. (See model resolution at [www.mshsl.org/About/MSHSL/Membership Information: A History & Model Resolution for School Boards](http://www.mshsl.org/About/MSHSL/Membership%20Information%20A%20History%20&%20Model%20Resolution%20for%20School%20Boards))
Low numbers at high school and youth programs.

- List the number of students, by grade level, who participated in this activity during the previous year. *If the school did not sponsor the program last year, indicate the number of students expected to participate in this cooperatively-sponsored activity this year if approved.*

| | 7th | 8th | 9th | 10th | 11th | 12th |
|----------------|-----|-----|-----|------|------|------|
| High School #1 | 1 | 3 | 2 | 2 | 8 | 5 |
| High School #2 | | 4 | 1 | | 1 | |
| High School #3 | | | 4 | 1 | 1 | |
| High School #4 | | | | | | |

- Team Identification: (Indicate how cooped schools should be identified in tournament programs): _____

6. Team Colors: Purple + Gold Team Mascot: Bronco

7. Host School (school that will receive revenue share check): "ON WISCONSIN"

| Board of Education (or designee) | School | Date |
|----------------------------------|--------|-------|
| Signed _____ | _____ | _____ |
| Signed _____ | _____ | _____ |
| Signed _____ | _____ | _____ |
| Signed _____ | _____ | _____ |

Official Action of the MSHSL Board of Directors

- Approved
 Not Approved

Signature: _____ Date: _____
 MSHSL Executive Director

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION AND NONRENEWAL OF THE TEACHING CONTRACT OF TYLYN NAULT, A PROBATIONARY TEACHER.

WHEREAS, Tylyn Nault is a probationary teacher in Independent School District No. 361.

BE IT RESOLVED, by the School Board of Independent School District No. 361, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of Tylyn Nault, a probationary teacher in Independent School District No.361, is hereby terminated at the close of the current 2017 - 2018 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of his/her contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION AND NON-RENEWAL

Ms. Tylyn Nault
1322 10th Street
International Falls, MN 56649

Dear Ms. Nault:

You are hereby notified that at a special meeting of the School Board of Independent School District No. 361 held on April 16, 2018, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2017 - 2018 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is taken because of the discontinuance of your position due to decrease in enrollment.

Yours very truly,

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 361

Clerk of the School Board

The motion for the adoption of the foregoing resolution was duly seconded by _____ and upon vote being taken thereon, the

following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION PROPOSING TO PLACE TAMARA KOENIG ON UNREQUESTED LEAVE OF ABSENCE

BE IT RESOLVED by the School Board of Independent School District No. 361, as follows:

1. That it is proposed that Tamara Koenig, a teacher of said school district, be placed on unrequested leave of absence for four (4) class sections in the amount of .364 FTE without pay or fringe benefits, effective at the end of the 2017 – 2018 school year on June 30, 2018 pursuant to M.S. 122A.40, subdivision 11.
2. That written notice be sent to said teacher regarding the proposed placement on unrequested leave of absence for four (4) class sections in the amount of .364 FTE without pay or fringe benefits as provided by law and said notice shall include a date for hearing if requested and be in substantially the following form:

NOTICE OF PROPOSED PLACEMENT ON UNREQUESTED LEAVE OF ABSENCE
AND NOTICE OF HEARING DATE, IF REQUESTED

Mrs. Tamara Koenig
1826 6th Ave E
International Falls, MN 56649

Dear Mrs. Koenig:

You are hereby notified that at the special meeting of the School Board of Independent School District No. 361 held on April 16, 2018, consideration was given to your placement on unrequested leave of absence for four (4) class sections which is a reduction of .364 FTE without pay or fringe benefits as a teacher of Independent School District No. 361, and a resolution was adopted by a majority vote of the Board, proposing your placement on unrequested leave of absence for four (4) class sections in the amount of .364 FTE, effective at the end of the 2017 - 2018 school year on June 30, 2018 , pursuant to Minnesota Statutes 122A.40, subdivision 11 upon the grounds described in said statute and which are specifically as follows: discontinuance of position due to decline in enrollment.

Under the provisions of the law, more specifically Minnesota Statutes 122A.40, subdivision 7, you are entitled to a hearing before the school board provided that you make a request in writing within fourteen (14) days after receipt of this notice. If no hearing is requested within such period, it shall be deemed acquiescence by you to the school board's proposed action.

You are also advised that if you are an honorably discharged veteran as defined by Minnesota Statutes 197.447, you may have certain rights relating to your placement on unrequested leave of absence/layoff under the Veterans Preference Act (Minnesota Statutes 197.46 and 197.481), based on recent amendments to the Veterans Preference Act. In accordance with the Veterans Preference Act, you may have the right to either petition the district court for a writ of mandamus or the Commissioner of Veterans Affairs to determine whether your placement on unrequested leave of absence/layoff was taken in good faith. If you wish to pursue either of these remedies, you must do so within sixty (60) days of receipt of this notice. Your failure to do so

within sixty (60) days of receipt of this notice shall constitute a waiver of any right you may have to contest your placement on unrequested leave of absence/layoff under the Veterans Preference Act.

You are further advised that if you are an honorably discharged veteran, the School District's position is that, under the recent amendments to the Veterans Preference Act, you are entitled to either a hearing on your proposed placement on unrequested leave of absence pursuant to Minnesota Statutes 122A.40, or either of the remedies under the Veterans Preference Act, but not both. Therefore, the School District's position is that you must elect to proceed under either Minnesota Statutes 122A.40 or the Veterans Preference Act. Once such an election is made and assuming that it is made within the applicable time period set out above, you waive any right to proceed under the process not elected. In the event that you elect to proceed under the Veterans Preference Act, you must provide the School District with a DD Form 214 within the relevant time period to establish your veteran status.

Yours very truly,

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 361

Clerk of the School Board

3. That each and all of the foregoing grounds of said notice are within the grounds for unrequested leave placement as set forth in M.S. 122A.40, subdivision 11 and are hereby adopted as fully as though separately set forth and resolved herein.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____ and upon vote being taken thereon, the following voted in favor thereof:

And, the following voted against the same:

Whereupon, said resolution was declared duly passed and adopted.

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION PROPOSING TO PLACE TOM VOLLOM ON UNREQUESTED LEAVE OF ABSENCE

BE IT RESOLVED by the School Board of Independent School District No. 361, as follows:

1. That it is proposed that Tom Vollom, a teacher of said school district, be placed on unrequested leave of absence for one class section in the amount of .091 FTE without pay or fringe benefits, effective at the end of the 2017 – 2018 school year on June 30, 2018 pursuant to M.S. 122A.40, subdivision 11.
2. That written notice be sent to said teacher regarding the proposed placement on unrequested leave of absence for one class section in the amount of .091 FTE without pay or fringe benefits as provided by law and said notice shall include a date for hearing if requested and be in substantially the following form:

NOTICE OF PROPOSED PLACEMENT ON UNREQUESTED LEAVE OF ABSENCE
AND NOTICE OF HEARING DATE, IF REQUESTED

Mr. Tom Vollom
4423 County Road 91
International Falls, MN 56649

Dear Mr. Vollom:

You are hereby notified that at the special meeting of the School Board of Independent School District No. 361 held on April 16, 2018, consideration was given to your placement on unrequested leave of absence for one class section in the amount of .091 FTE without pay or fringe benefits as a teacher of Independent School District No. 361, and a resolution was adopted by a majority vote of the Board, proposing your placement on unrequested leave of absence for one class section in the amount of .091 FTE, effective at the end of the 2017 - 2018 school year on June 30, 2018 , pursuant to Minnesota Statutes 122A.40, subdivision 11 upon the grounds described in said statute and which are specifically as follows: discontinuance of position due to decline in enrollment.

Under the provisions of the law, more specifically Minnesota Statutes 122A.40, subdivision 7, you are entitled to a hearing before the school board provided that you make a request in writing within fourteen (14) days after receipt of this notice. If no hearing is requested within such period, it shall be deemed acquiescence by you to the school board's proposed action.

You are also advised that if you are an honorably discharged veteran as defined by Minnesota Statutes 197.447, you may have certain rights relating to your placement on unrequested leave of absence/layoff under the Veterans Preference Act (Minnesota Statutes 197.46 and 197.481), based on recent amendments to the Veterans Preference Act. In accordance with the Veterans Preference Act, you may have the right to either petition the district court for a writ of mandamus or the Commissioner of Veterans Affairs to determine whether your placement on unrequested leave of absence/layoff was taken in good faith. If you wish to pursue either of these remedies, you must do so within sixty (60) days of receipt of this notice. Your failure to do so

within sixty (60) days of receipt of this notice shall constitute a waiver of any right you may have to contest your placement on unrequested leave of absence/layoff under the Veterans Preference Act.

You are further advised that if you are an honorably discharged veteran, the School District's position is that, under the recent amendments to the Veterans Preference Act, you are entitled to either a hearing on your proposed placement on unrequested leave of absence pursuant to Minnesota Statutes 122A.40, or either of the remedies under the Veterans Preference Act, but not both. Therefore, the School District's position is that you must elect to proceed under either Minnesota Statutes 122A.40 or the Veterans Preference Act. Once such an election is made and assuming that it is made within the applicable time period set out above, you waive any right to proceed under the process not elected. In the event that you elect to proceed under the Veterans Preference Act, you must provide the School District with a DD Form 214 within the relevant time period to establish your veteran status.

Yours very truly,

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 361

Clerk of the School Board

3. That each and all of the foregoing grounds of said notice are within the grounds for unrequested leave placement as set forth in M.S. 122A.40, subdivision 11 and are hereby adopted as fully as though separately set forth and resolved herein.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____ and upon vote being taken thereon, the following voted in favor thereof:

And, the following voted against the same:

Whereupon, said resolution was declared duly passed and adopted.

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION AND NONRENEWAL OF THE TEACHING CONTRACT OF ANNE SULLIVAN, A PROBATIONARY TEACHER.

WHEREAS, Anne Sullivan is a probationary teacher in Independent School District No. 361.

BE IT RESOLVED, by the School Board of Independent School District No. 361, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of Anne Sullivan, a probationary teacher in Independent School District No.361, is hereby terminated at the close of the current 2017 - 2018 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of his/her contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION AND NON-RENEWAL

Ms. Anne Sullivan
1409 Home Lane
International Falls, MN 56649

Dear Ms. Sullivan:

You are hereby notified that at a special meeting of the School Board of Independent School District No. 361 held on April 16, 2018, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2017 - 2018 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is taken because of the discontinuance of your position due to decrease in enrollment.

Yours very truly,

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 361

Clerk of the School Board

The motion for the adoption of the foregoing resolution was duly seconded by _____ and upon vote being taken thereon, the

following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION AND NONRENEWAL OF THE TEACHING CONTRACT OF ARIANA CIPRIANO, A PROBATIONARY TEACHER.

WHEREAS, Ariana Cipriano is a probationary teacher in Independent School District No. 361.

BE IT RESOLVED, by the School Board of Independent School District No. 361, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of Ariana Cipriano, a probationary teacher in Independent School District No.361, is hereby terminated at the close of the current 2017 - 2018 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of his/her contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION AND NON-RENEWAL

Ms. Ariana Cipriano
5217 Town Road 169
Littlefork, MN 56653

Dear Ms. Cipriano:

You are hereby notified that at a special meeting of the School Board of Independent School District No. 361 held on April 16, 2018, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2017 - 2018 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is taken because of the discontinuance of your position due to decrease in enrollment.

Yours very truly,

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 361

Clerk of the School Board

The motion for the adoption of the foregoing resolution was duly seconded by _____ and upon vote being taken thereon, the

following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION AND NONRENEWAL OF THE TEACHING CONTRACT OF MICHELE MCDONALD, A PROBATIONARY TEACHER.

WHEREAS, Michele McDonald is a probationary teacher in Independent School District No. 361.

BE IT RESOLVED, by the School Board of Independent School District No. 361, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of Michele McDonald, a probationary teacher in Independent School District No.361, is hereby terminated at the close of the current 2017 - 2018 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of his/her contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION AND NON-RENEWAL

Ms. Michele McDonald
2909 Town Road 276
International Falls, MN 56649

Dear Ms. McDonald:

You are hereby notified that at a special meeting of the School Board of Independent School District No. 361 held on April 16, 2018, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2017 - 2018 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is taken because of the discontinuance of your position due to decrease in enrollment.

Yours very truly,

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 361

Clerk of the School Board

The motion for the adoption of the foregoing resolution was duly seconded by _____ and upon vote being taken thereon, the

following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

BA-2 at .909 FTE

TEACHER CONTRACT FOR MINNESOTA PUBLIC SCHOOL DISTRICTS

The School Board of Independent School District No. 361 of the State of Minnesota, International Falls, Minnesota, enters into this Contract, pursuant to M.S. 122A.40, as amended, with Michele McDonald, a legally qualified licensed teacher who agrees to teach in the public schools of said District as Special Education Teacher for the school year 2018 to 2019.

The following provisions shall apply and are a part of this Contract:

1. **Basic Services:** Said teacher shall faithfully perform the services prescribed by the School Board, or its designated representative(s), whether or not such services are specifically described in this Contract, abide by the rules and regulations as established by the School Board and the State of Minnesota, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the School District as assigned in such grades or subjects for which the teacher has the necessary license.
2. **Duration:** This Contract is subject to the provisions of M.S. 122A.40, as amended, and to all laws, rules, and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination, and discharge of teachers for cause. Thereafter, this Contract shall remain in full force and effect except if modified by mutual consent of the School Board and the teacher or unless terminated as provided by law, or by written resignation pursuant to M.S. 122A.40.
3. **Duty Year:** The teacher’s duty year and vacation days shall be as adopted by the School Board, and the teacher agrees to teach on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. In the event a duty day is lost due to any emergency, the teacher agrees to perform duties on such other day in lieu thereof as determined by the School Board.
4. **Additional Services:** The School Board, or its designated representative(s), may assign the teacher to extra-curricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1. Said extra-curricular, co-curricular, or other assignments may be described in paragraph 6. of this Contract or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The School Board, or its designated representative(s), may make any additions or amendments during the duty year as shall be necessary. Said extra-curricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of the teacher’s continuing contract rights unless the words, “continuing contract,” are recorded immediately following the assignment.
5. **Reference:** This Contract shall be subject to the agreement between the School District and the exclusive representative, if any, and the provisions of the Public Employment Labor Relations Act, as amended.
6. **Special Provisions:** [*insert any other contractual provisions*].

In addition, said teacher agrees to perform the following additional services for the additional salary indicated.

| Additional Service | Additional Compensation |
|--------------------|-------------------------|
| 1. _____ | \$ _____ |
| 2. _____ | \$ _____ |
| 3. _____ | \$ _____ |

7. In consideration thereof, the School Board agrees to pay said teacher the following annual salary:
 \$ 38,507.97 For basic services*
 \$ _____ For additional services as set forth in paragraph 6.
 \$ 38,507.97 Total salary, exclusive of fringe benefits

*Salary based on .909 FTE of a BA-2 at \$42,363

Such salary shall be paid as authorized and in such installments during the term of the year as may be determined by appropriate School Board regulation. This Contract shall be effective only after it has been authorized by the School Board in appropriate action, recorded in its minutes, and executed by the parties.

IN WITNESS WHEREOF, I have subscribed
my signature this ____ day of
_____, 20____.

IN WITNESS WHEREOF, we have subscribed
our signatures this ____ day of
_____, 20____.

Teacher

School Board Chair

School Board Clerk