



**AGENDA
REGULAR SCHOOL BOARD MEETING**

Tuesday, August 17, 2004 – 7:00 p.m.

School Board Meeting Room

500 E. Ocean Blvd.

Stuart, FL 34994

Call to Order by the Chairman and Pledge of Allegiance to the Flag of the United States

1. **Adoption of the Agenda:****
 - A. Additions, Deletions or Amendments to the Agenda
 - B. Approval of the Agenda

2. **Approval of the Minutes:**** 8/3/04 Regular School Board Minutes

3. **Recognitions:****
 - A. Presentation of the Five-Star School Award to Bessey Creek Elementary, Crystal Lake Elementary, Jensen Beach Elementary, Martin County High School, Palm City Elementary, Pinewood Elementary, SeaWind Elementary, Stuart Middle School and Felix A. Williams Elementary - Marshall Skinner

4. **Open to the Public:****

5. **Removal of Items from the Consent Agenda:****

6. **Approve Consent Agenda:****

7. **CONSENT AGENDA**
 - A. **04/05 FY Attendance Zones:**** - Hank Salzler (Ex. 7-A)

 - B. **Requests:****
 1. **Use of Facilities:**** - Marshall Skinner (Ex. 7-B-1)
 2. **Field Trips / Use of Buses / Vehicles:**** - (Ex. 7-B-2)

 - C. **New Agreements:****
 1. **Approve Agreement between the Martin County School District and GRI Financial Services for Credit Card Services-** Marshall Skinner (Ex. 7-C-1)

 - D. **Personnel Items:****
 1. **Schedule of Personnel Recommendations** - Deana Newson (Ex. 7-D-1)
 2. **Leaves Authorized by the Superintendent** - None

8. **Items Removed from the Agenda:****

9. **Construction:***
 - A. Approve Contract with Professional Engineering and Inspection Co., Inc. for Threshold and Materials Testing Services at J. D. Parker Replacement School - Rodger Osborne (Ex. 9-A)
 - B. Approve Bill of Sale of Water Lines and Utility Easement for Water Lines at Port Salerno Elementary School to Martin County - Rodger Osborne (Ex. 9-B)
10. **Finance:***
 - A. Approve Purchase Orders / Contracts - John Klatt (Ex. 10-A)
 - B. Approve Petty Cash Custodian, Dennis Decesare, for Jensen Beach High School - Leighton O'Connor (Ex. 10-B)
 - C. Approve Change in Petty Cash Custodian for Transportation from Louise Piper to Willie A. Sauls - Leighton O'Connor (Ex. 10-C)
 - D. Approve Agent of Record Agreement for Gehring Group, Inc. - Leighton O'Connor (Ex. 10-D)
11. **Bid Recommendations:***
 - A. Revise Piggyback Bid
 1. Florida State Contract #250-000-03-1 for Information Technology Hardware - John Klatt (Ex. 11-A-1)
12. Approve GED Full Battery Testing Fee Increase from \$40.00 to \$50.00:* - Marshall Skinner
13. Open to the Board:*



REGULAR SCHOOL BOARD MEETINGS

September 7, 2004 – 7:00 p.m.
September 21, 2004 – 7:00 p.m.

Long Range Planning Committee Meetings

Tuesday, August 24, 2004 – 6:00 p.m.
Stuart Middle School Cafeteria

Tuesday, September 9, 2004 – 6:00 p.m.
Stuart Middle School Cafeteria

Tuesday, September 21, 2004 – 6:00 p.m.
Stuart Middle School Cafeteria

**Public Hearing to Adopt the 2004/2005
Annual School Budget and Millage Levy**

Tuesday, September 7, 2004 – 7:00 p.m.

Last updated: 8/17/04

6Gx43 - 1.09 PUBLIC DISCUSSION AT BOARD MEETINGS.

Time Limit, Scheduled Appearances, Unscheduled Appearances, Remarks Directed to the Board, Board Action.

(1) **Time Limit.** Public discussion, not to exceed one hour, may be scheduled or unscheduled. The Board may, from time to time, waive certain procedural requirements to allow greater public participation in Board meetings. Any waiver, regardless of how frequently made, shall be narrowly construed and not cited or used by other parties seeking to invalidate such procedures or otherwise avoid their impact.

(2) **Scheduled Appearances.** In scheduled appearances, any person or group shall be allowed fifteen (15) minutes for the purpose, provided such appearance has been placed on the agenda. Hearing procedures for formal argument, and presentation, are governed by School Board Rule 6Gx43 - 1.17.

(3) **Unscheduled Appearances.** In unscheduled appearances, any person or group who has not made previous arrangements to be placed on the agenda may be heard for not more than five (5) minutes for an individual or group, provided there is time remaining in the public discussion.

(4) **Remarks Directed to the Board.** Persons addressing the Board shall speak into a microphone and direct their remarks to the Board. Staff members shall not be expected to answer questions from the audience unless called upon by the Chairman or Superintendent.

(5) **Board Action.** Board action will not be taken on requests made during unscheduled appearances during the public discussion period until a later meeting unless the Board declares the matter to be an emergency.

*possible action #exhibit available for review +emergency item

NOTICE OF RIGHT TO JUDICIAL REVIEW

A party who is adversely affected by this Final Order is entitled to Judicial Review pursuant to Section 120.68, Florida Statutes. Review proceedings are governed by the Florida Rules of Appellate Procedure. Such proceedings are commenced by filing one copy of a Notice of Appeal with the School Board Clerk and a second copy, accompanied by filing fees prescribed by law, with the District Court, Fourth District. The notice of appeal must be filed within 30 days of rendition of the order to be reviewed. Rendition is defined as the filing of the Final Order with the Clerk of the School Board of Martin County, Florida. The agency shall accurately and completely preserve all testimony in the proceedings, and, on the request of any party, it shall make a full or partial transcript available at no more than actual cost.

Accommodations are available for persons with special needs. Please call 219-1200 X 425 for assistance

**STUDENT ATTENDANCE/OUT OF ZONE
2004-05 SCHOOL YEAR**

School Board Meeting – August 17, 2004

REQUESTS TO ATTEND SCHOOL IN MARTIN COUNTY

<u>PARENT'S NAME</u>	<u>STUDENT'S NAME</u>	<u>RESIDENCE</u>	<u>SCHOOL/GRADE</u>	<u>TRANSFER REASON</u>
* Grandfathered In				
Perelli-Minetti, Kelly	Perelli-Minetti, Anna	Palm Beach Co.	SWE/1	Signed contract on home
Larson, James	Larson, Simon	St. Lucie Co.	HSE/1	Signed contract on home
Kaminski, Roman	Kaminski, Christine	St. Lucie Co.	MCHS/12	Senior in high school
Pearson, Earlene	Eaton, Kendra	St. Lucie Co.	MCHS/11	Child of SB employee
Omer, Julia	Omer, Logan	St. Lucie Co.	PWE/1	Child of SB employee
Faraone, Terry	Faraone, Sean	St. Lucie Co.	JBHS/11	Signed contract on home
Faraone, Terry	Faraone, Cristina	St. Lucie Co.	JBHS/10	Signed contract on home

REQUESTS TO ATTEND SCHOOL OUTSIDE MARTIN COUNTY

<u>PARENT'S NAME</u>	<u>STUDENT'S NAME</u>	<u>RESIDENCE</u>	<u>SCHOOL/GRADE</u>	<u>TRANSFER REASON</u>
White, Beth	White, Wesley	Indiantown, FL	WES/3	Remote Area
DelCampo, Tina	Lamb, Gage	Indiantown, FL	WES/4	Remote Area

AUG 17 2004
EX. 7-A

USE OF FACILITIES REQUESTS
School Board Meeting Date: 08/17/04

DATE: 8/5/2004

TO: Dr. Sara A. Wilcox
 Superintendent

FROM: Marshall Skinner
 VACE

RE: USE OF FACILITIES APPROVAL

We are asking for the approval of the following Use of Facilities requests:

SITE	REQUESTOR NAME	USAGE	# OF PEOPLE	DATE	TIME	DAYS	TOTAL COST BREAKDOWN	STATUS
BCE	Girl Scouts of Palm Glades Council	Girl Scout Meeting	13	8/24, 9/7, 9/21, 10/5, 10/19, 11/2, 11/16, 11/30, 12/14/04	6:00 - 7:30 p.m.	Tue.		
BCE	Girl Scouts of Palm Glades Council	Girl Scout Meeting	19	8/24, 9/7, 9/21, 10/5, 10/19, 11/2, 11/16, 11/30, 12/14/04	2:00 - 3:30 p.m.	Tue.		
Head Start Parking Lot	M.O.M.S. of Port Salerno	Parking for Attendees at Memorial Service	40	8/1/04	8:30 - 9:30 p.m.	Sun.		
HOMS	Danforth Property Owner's Assoc., Inc.	Annual Meeting	100	9/14/04	7:00 - 10:00 p.m.	Tue.	Multi-Purpose \$90.00	
JDPE	Bread of Heaven Faith Ministries, Inc.	Church Services	65-80	8/1, 8/8, 8/15, 8/22, 8/29/04	9:00 - 12:00 p.m.	Sun.	Multi-Purpose \$450.00 Custodial \$625.00	PAID \$1,075.00

AUG 17 2004

EX. 7-8-1

APPROVED

Dr. Sara A. Wilcox
Superintendent

Date

7-8-11

AUG 17 2004

Field Trips

August 5, 2004						
School	Class	Sponsor	Transportation	Departing	Returning	Destination
SFHS	Choral	Hlasnicek	Private Vehicle	10/30/04	10/30/04	Miami, FL

AUG 17 2004
EX. 7-B-2



GRI FINANCIAL SERVICES, INC.
Providing all your Credit Card & Check Processing Needs

Phone: 561/921-0990
800/717-0431
Fax: 561/276-1520

FAX COVER SHEET

From: Terrie Sullivan
Date: July 20, 2004

To: Martin County Community Education
Attn: Thea Lacey

Number of Pages
Including Cover: (10)

Fax: (772)219-1251
Phone: (772)219-1825

Message:

Good Afternoon Thea:

Thank you for your and Mary's help yesterday, I am certain you will be pleased with Ipayment's customer service as well as rates. Following please find the necessary forms for us to proceed in setting up two new Visa/MasterCard accounts for V.A.C.E.(one for your card swipe business, the other for your internet business). I have marked those areas requiring Marshall Skinner's signature. Would you also ask Mr. Skinner to complete his personal information (pages 1 & 5). Please note, Mr. Skinner can choose not to include his social security number but the bank will require his driver's license and date of birth as a way to verify him as signing these documents. Please also note, although Mr. Skinner is signing these documents, he is not giving his Personal Guarantee hence he can not be held responsible for V.A.C.E's credit-card processing. Kindly return at your earliest convenience to my attention at the above listed fax number.

Please include copies of the following:

1. Letter from bank confirming account number and bank routing number on the account where funds are to be deposited
2. Articles of Incorporation
3. 5013C form
4. One current month bank statement

This will complete the necessary paperwork for us to proceed. Upon account approval our terminal support depart. will give you a call upon your return from vacation to arrange a convenient time to set up Slim CD.

Again, it is a pleasure working with both of you, I look forward to serving you and V.A.C.E. Please don't hesitate to call should you have questions of if I can be of further assistance.

Sincerely,

Terrie Sullivan
Business Consultant

2910 SW 22nd Circle, Ste. C-1 • Delray Beach, FL 33445

AUG 17 2004
EX. 7-C1-
1 of 16



GRI FINANCIAL SERVICES, INC.
Providing all your Credit Card & Check Processing Needs

Phone: 561/921-0990
800/717-0431
Fax: 561/276-1520

FAX COVER SHEET

From: Terrie Sullivan
Date: July 20, 2004

To: Martin County Community Education
Attn: Thea Lacey

Number of Pages
Including Cover: (2)

Fax: (772)219-1251
Phone: (772)219-1825

Message:

Good Afternoon Thea:

Hope you are having a good day. Noticed one of the faxed documents had a transaction fee mistake for the Internet/key entered account while e-mailing you a confirmation.

Please use the following page to replace the original fax page marked as #5. Please note, the first one sent showed the Visa and MasterCard per item fee at \$0.25. This amount has been lowered to \$0.15 on the following form.

Please accept my apology for the error. Please don't hesitate to contact me concerning any questions you may have on these documents.

Sincerely,

Terrie Sullivan
Business Consultant

2910 SW 22nd Circle, Ste. C-1 • Delray Beach, FL 33445

AUG 17 2004

EX 7-C-1
2 of 16

Riverside National Bank

989 S Federal Hwy
Stuart FL 34994
800-741-3283

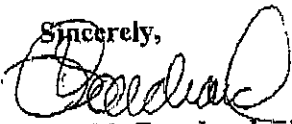
July 20, 2004

Thea Lacey

Dear Thea:

The routing number for your bank account is 067011142.

Sincerely,



Debbie Bouchard
Operations Manager
Stuart Office
220-4347

AUG 1 / 2004

EX 7-C-1
30/10

RIVERSIDE
NATIONAL BANK
MEMBER NATIONAL BANK OF FLORIDA
 497 N. FEDERAL HWY., SUITE 101, FT. LAUDERDALE, FL 33304

DATE _____
 DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

CURRENCY		DOLLARS
COINS		CENTS
TOTAL CASH		
FRONT SIDE		
TOTAL		



TOTAL DEPOSIT \$

1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		

ENTER TOTAL OF CHECKS HERE

63-1114/870 010 TOTAL ITEMS

**SCHOOL BOARD OF MARTIN COUNTY
 GENERAL DISBURSEMENT ACCOUNT
 MARTIN COUNTY ADULT**

⑈0032⑈ 1206701142⑆ 1005564210⑆ 031

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT. PLEASE ENDORSE ALL CHECKS AND LIST EACH SEPARATELY.

© HARLAND

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Registered Member Service Provider for
MasterCard International and Registered
Independent Sales Organization for VISA USA
Through JPMorgan Chase Bank, Hicksville, NY
Bank is FDIC Insured

US MERCHANT SERVICES MERCHANT APPLICATION AND AGREEMENT

GENERAL INFORMATION	Legal Business Name: School Board of Martin County		Doing Business As: VACE (Vocational Adult Community Education)	
	Business Address: 2801 S. Kanner Hwy. Ste. C-1		City/State/Zip: Stuart, FL 34994	County: Martin
	Mailing Address: 500 E. Ocean Blvd.		City/State/Zip: Stuart, FL 34994-2572	Federal Tax ID: 59-6000742
	Business Phone: 772-219-1828	Customer Service Phone: 772-219-1828	Business Fax: 772-219-1251	
BUSINESS INFORMATION	Contact Name: Thea Lacey	# of Locations: 1	Time in Business: Years: _____ Months: _____	Business Hours: M-Th 2:00-9:00 pm
	E-Mail: laceyt@martin.k12.us		Website: http://www.sbmc.org also vacesbmc.org	
	Retail Swipe % 75	Retail Keyed % 25	Internet % _____	Mail Order % _____
	TOTAL % 100	Specific Type of Business: community education class fees		
Type of Ownership: <input type="checkbox"/> Sole Owner <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt <input type="checkbox"/> Other		Business Location: <input type="checkbox"/> Store Front <input type="checkbox"/> Office <input type="checkbox"/> Home <input checked="" type="checkbox"/> Other (specify) school		Customer Refund Policy: <input type="checkbox"/> Refund within 30 days <input type="checkbox"/> Exchange Only <input type="checkbox"/> Other (specify): _____
Specific Type of Product(s)/Service(s) Sold: community education class fees		Number of Days Until Product/Service is Delivered: 0-30 day(s)		Additional Comments: depends on when registers & class begin
Has Applicant ever accepted credit cards before? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, who was your processor?		Has Applicant ever had a previous credit card processor close its merchant account? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, by whom? _____		
Former Merchant Number(s): n/a		Explanation for prior closure (attach additional pages if necessary): _____		
PRINCIPAL 1	Name: Marshall Skinner		Social Security Number:	% Ownership:
	Residential Address: <input type="checkbox"/> Own <input type="checkbox"/> Rent		City:	State:
	How Long at This Address?	Home Phone:	Date of Birth:	Drivers License Number / State:
	Name:		Social Security Number:	% Ownership:
Residential Address: <input type="checkbox"/> Own <input type="checkbox"/> Rent		City:	State:	
How Long at This Address?	Home Phone:	Date of Birth:	Drivers License Number / State:	
SCHEDULE OF FEE PROCESSING LIMITS	Monthly Sales Volume: \$ 5,000	Average Ticket: \$ 75.00	High Ticket: \$ 1,500.00	
	Visa Discount Rate: .08 %	Visa Interchange Rate: 1.54% + \$0.10	JCB Per Item: n/a cts	
	Visa Per Item Fee: .15 cts	M/C Interchange Rate: 1.54% + \$0.10	Debit Discount Rate: n/a %	
	M/C Discount Rate: .08 %	Visa Check Card Interchange Rate: 1.05% + .15	Debit Per Item: n/a cts	
	M/C Per Item Fee: .15 cts	M/C Check Card Interchange Rate: 1.05% + .15	Debit Access Fee: n/a	
	Visa Assessment: 0.0925 %	Amex Per Item: n/a cts	Voice Auth Per Item: 0.65 cts	
	M/C Assessment: 0.095 %	Discover Per Item: n/a cts	Chargeback Fee: \$ 16.00	
	Application Fee: 0.00	Diners Per Item: n/a cts	Monthly Statement Fee: \$ 7.50	
	Miscellaneous Fee: 10.00 (mo min)	Miscellaneous Fee: n/a	Annual Fee: \$ 25.00	
	Transactions that do not qualify for the above-mentioned rates, as disclosed in the Merchant Agreement, will have the interchange surcharges or rebates added or subtracted respectively to or from the interchange rate. Each transaction qualifies based on its own merit and is charged at the true pass-through rate that is mandated by VISA and MasterCard.			
High Volume Months: Jan, April, Sept.		High Months' Processing Volume: \$ 13,000.00		
Sales Representative Name: Terrie Sullivan		Sales Representative #:	Sales Representative Signature: <i>[Signature]</i>	
EXISTING MERCHANT NUMBERS				
American Express		Diners Club		
Discover Card		JCB		

AUG 17 2004

Ex. 7.C.1

50/16

NEW MERCHANTS	<input type="checkbox"/> Discount Rate: _____ % or <input type="checkbox"/> Monthly Flat Fee: \$ 5.00 <input type="checkbox"/> Monthly Gross Pay <input type="checkbox"/> Daily Gross Pay Est. Annual Volume: \$ _____ Est. Average Trx \$ _____ Pay Frequency: <input type="checkbox"/> 3 Day <input type="checkbox"/> 15 Day <input type="checkbox"/> 30 Day Merchant Initials: _____ Fees disclosed are billed by American Express.	Discover Card	Subject to separate approval - Rates and fees are quoted based on merchant type and estimated volume and are subject to change. Fees disclosed are based on Discover. Discount Rate: _____ % Transaction Fee: \$0.10* Membership Fee: \$ _____ *An additional \$0.10 per transaction fee will apply to each Discover transaction processed and will be deducted along with the discount rate by Discover. *One-time \$25.00 membership fee will be collected via separate ACH by Discover.
	ATTACH A VOIDED BUSINESS CHECK FROM ACCOUNT		

Bank Name:	Bank Address:	City:	State:	Zip:
Branch:	Bank Phone:	Contact Name:		
Transit # (ABA Routing):	Account # (DDA)			

Trade:	Account #:	Phone:	Contact:
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MERCHANT SITE SURVEY - Photographs of business location interior & exterior site required. Completed by Sales Representative

Date:	Type of Building:	Square Footage (approximate):
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Inspector's Comments:
 I have verified the identification of the above listed principal(s):
 Sales Representative Signature: _____ Inspector's Signature: _____

The undersigned Applicant/Merchant ("Applicant"), and each of them, if more than one, acknowledges and agrees that this MERCHANT PROCESSING AGREEMENT (includes the attached Merchant Application) which is integrated herein and made a part hereof, together (hereinafter referred to as the "Merchant Agreement") shall not take effect until Applicant has been approved by Bank and iPayment and Applicant is assigned and issued a Merchant Account Number. Any alteration, withdrawal, or modification to the prepared text of this Merchant Agreement shall be of no effect whatsoever and at Bank's and iPayment's discretion may render this Merchant Agreement invalid. Applicant warrants and certifies that all information submitted under this Merchant Agreement (including the Merchant Application sections) is true, correct, and complete and understands that Bank and iPayment will be relying on such information during the approval process, including in setting the applicable fees, rates, limits and all other terms and conditions. Acceptance of Card Transactions by Applicant under an approved Merchant Account Number shall confirm Applicant's agreement of all the final approved fees, charges, rates, limits and other terms and conditions of this Merchant Agreement, including any and all revised terms, if any, required by Bank and iPayment for final approval. By signing below, the undersigned Applicant (and each of them) hereby authorizes Bank and/or iPayment to obtain from third parties financial and credit information relating to Applicant in connection with their determination of whether to accept this Merchant Agreement and including any and all revised terms, if any, required by Bank and iPayment for final approval. By signing below, the undersigned Applicant (and each of them) hereby grants Bank and/or iPayment continuing authority to conduct credit checks and background investigations and inquiries concerning each of the undersigned including, but not limited to, financial, character and business references and Applicant's owner(s) (if Applicant is an entity). Each of the undersigned expressly authorizes Bank and/or iPayment to request and obtain from Consumer Reporting Agencies (Bureaus) consumer and business reports. Each of the undersigned furthermore agrees that all references, including banks and Consumer Reporting Agencies, may release any and all personal and business credit and financial information to Bank and/or iPayment.

If information is provided in the "New Entrants" section of the Merchant Application, then the following shall apply:
 American Express: By signing below, Applicant represents that the information provided on the Merchant Application is complete and accurate and authorizes American Express Travel Related Services Company, Inc. ("American Express") to verify the information on this Merchant Application and to receive and exchange information about Applicant, including requesting reports from consumer reporting agencies. If Applicant asks American Express whether or not a consumer report was requested, American Express will tell Applicant, and if American Express received a report, American Express will give Applicant the name and address of the agency that furnished it. Applicant understands that upon American Express' approval of the business entity indicated above to accept the American Express Card, the Terms and Conditions for American Express® Card Acceptance ("Terms and Conditions") will be sent to such business entity along with a Welcome Letter. By accepting the American Express card for the purchase of goods and/or services, Applicant agrees to be bound by the Terms and Conditions.
 Discover Card: By signing below, Applicant acknowledges that by accepting Discover® card for payment, Applicant agrees to the terms and conditions of Discover Business Services ("Discover"). Such terms and conditions will be sent to Applicant by Discover.

IN WITNESS WHEREOF, the undersigned Applicant has duly executed this Merchant Agreement as of the date(s) indicated below, and hereby reaffirms that Applicant has received a completed copy of this Merchant Agreement consisting of pages one (1) through eight (8) (including the Merchant Application), has read and understands the foregoing terms and conditions and hereby agrees to all of the terms and conditions of this Merchant Agreement.

<u>School Board of Martin County</u> Applicant/Merchant Legal Name	<u>VACE (Vocational Adult Community Education)</u> Applicant/Merchant DBA Name
<u>Marshall Skinner</u> Authorized Signature	<u>Marshall Skinner</u> Print Name
<u>2801 S. Kanner Hwy, Stuart, FL 34994</u> Address	<u>Education</u> Title
APPROVED/ACCEPTED: Date: _____	APPROVED/ACCEPTED: Date: _____

By: JPMorgan Chase Bank 100 Duffy Avenue, Hicksville, NY 11801
 By: iPayment, Inc. 40 Burton Hills, Suite 415, Nashville, TN 37215

CONTINUING PERSONAL GUARANTY PROVISION - PERSONAL GUARANTOR(S)

The undersigned "Guarantor(s)" (jointly and severally, if more than one) acknowledges and agrees that this Continuing Personal Guaranty Provision is made in reference to and is made part of the MERCHANT PROCESSING AGREEMENT to which it is incorporated (the "Merchant Agreement"). In consideration of Bank's and iPayment's acceptance of the Merchant Agreement and to induce Bank and iPayment to approve the above referenced Applicant's ("Applicant") request for approval of the Merchant Agreement, the undersigned "Guarantor(s)", unconditionally guarantees the performance of all obligations of Applicant to Bank and iPayment under the Merchant Agreement and payment of all sums due from Applicant thereunder as if Applicant were a sole proprietorship or partnership, and whether or not the undersigned Guarantor(s) the Merchant Agreement now exists or as it may be amended from time to time, whether before or after termination or expiration, and whether or not the undersigned Guarantor(s) has/have received any notice of any amendment, and if any Event of Default shall occur under the Merchant Agreement, the undersigned Guarantor(s) hereby waives notice of default and agrees to pay Bank and iPayment for any and all amounts due from Applicant and to perform any other obligations of Applicant pursuant to the terms of Merchant Agreement. Bank and/or iPayment may proceed directly against the undersigned Guarantor(s), and each of them, without first exhausting its/their remedies against Applicant and/or any other person or entity responsible to Bank and iPayment, or any security held by Bank and/or iPayment. The undersigned acknowledge that this GUARANTY is a continuing guaranty and shall not be affected by the release or discharge of Applicant. To the fullest extent permissible under applicable law, Guarantor(s) waives any and all rights of subrogation, reimbursement or indemnity derived from Applicant and all other rights and defenses available to Guarantor(s), and further waives any and all rights or defenses arising by reason of any modification or change in the terms of this Merchant Agreement whatsoever, including, without limitation, renewal, extension, acceleration, or other change in the time any payment or other performance thereunder is due and/or any change in any rates, limits, charges or fees thereunder. Guarantor(s) unconditionally and specifically authorizes Bank and/or iPayment to debit any amounts for obligations due under the Merchant Agreement and/or this GUARANTY from any personal checking account or other account owned or controlled by Guarantor(s), and each of them, and further to report any default hereof on Guarantor's/Guarantor's personal Credit Bureau Reports. Guarantor(s) agrees to pay all costs and expenses of whatever nature, including reasonable attorney's fees and other legal expenses, incurred by or on behalf of Bank and/or iPayment in connection with the enforcement of this GUARANTY. By signing below, the undersigned Guarantor(s), and each of them, hereby authorizes Bank and/or iPayment to obtain from third parties financial and credit information relating to Guarantor(s) and hereby grants to Bank and/or iPayment continuing authority to conduct credit checks and background investigations and inquiries concerning each of the undersigned. Each of the undersigned Guarantors, expressly authorizes Bank and/or iPayment to request and obtain from Consumer Reporting Agencies (Bureaus) consumer and business reports and if Applicant is approved, to obtain subsequent consumer and business credit reports in connection with the maintenance, updating, renewal or extension of the Merchant Agreement. Each of the undersigned furthermore agrees that all references, including banks and Consumer Reporting Agencies, may release any and all personal and business credit and financial information to Bank and/or iPayment.

Signature _____	An Individual	Print Name _____	Date _____
Signature _____	An Individual	Print Name _____	Date _____

AUG 17 2004
 EX. 7-C-1
 60716

USMS
SUMMARY VISA (Retail)

PAGE 2 OF 3 04/04

CPS RETAIL - Domestic Visa Classic, Gold, Platinum, Signature Card, and Foreign Card transactions where the credit card is present, the entire unaltered magnetic stripe is transmitted for a single electronic authorization. Customer signature must be obtained on the credit card slip or printer receipt. The batch is settled within two days (Merchant has one day to close a batch and the processing network has one day to forward transactions to interchange)

Check Card 1.05% + .15Credit Card 1.54% + .10

CPS KEY ENTERED - Manually key entered transactions that are electronically identified as such where the card is present and the signature is obtained. The authorization request must include an address verification request with a zip code only. Merchant must receive a full match response or an unsupported or retry response. Intended for face to face transactions. Must meet all other CPS Retail criteria. Visa Business or Visa Corporate Card transactions where the sales tax is entered and for Purchasing Card transactions where the sales tax and customer code (PO# or order#) is entered that meet the qualifications of CPS Key Entered will qualify at CPS Key Entered.

Check Card 1.60% + .15Credit Card 1.85% + .10

CPS CARD NOT PRESENT - Card Not Present transactions that are electronically identified as a mail-order transactions. There can be only one authorization or one authorization plus an authorization reversal to make the authorization amount equal to the settled amount. The authorization must include an address verification attempt. The purchase date (shipping date) may be no more than 7 calendar days after the authorization date. The order (Invoice#) number must be present in the deposit record. The clearing date (deposit date) must be the same as or later than the purchase date (shipping date). The batch must be settled within 2 days. (Merchant has one day to close a batch and the processing network has one day to forward transactions to interchange.) Visa Business or Visa Corporate Card transactions where the sales tax is entered and for Purchasing Card transactions where the sales tax and customer code (PO# or order#) is entered that meet the qualifications of CPS Card Not Present will qualify at CPS Card Not Present.

Check Card 1.60% + .15Credit Card 1.85% + .10

EIRF (Electronic Interchange Reimbursement Fee) - Transactions that do not meet CPS Retail, CPS Check Card, CPS Key Entered, and CPS Card Not Present qualifications. The batch must be settled within 3 days. (Transactions will qualify for EIRF when a merchant's software is non-compliant, voice approvals are obtained, and the batch is not closed within 1 day. Address verification not attempted or mail-phone order electronically identified transactions, and a full match response or an unsupported or retry response on electronically identified manually key entered transactions. The order (invoice#) number not present in electronically identified mail-phone order transactions will also qualify at EIRF).

Check Card 1.75% + .15Credit Card 2.14% + .10

STANDARD - All Visa Consumer Card transactions that do not meet the above CPS or EIRF qualifications. (Transactions will qualify for Standard when the batch is settled after 3 days, and transactions without an authorization or with an invalid (stale) authorization will also qualify at Standard. Non-compliant software of the merchant could also cause a transaction to qualify at Standard.)

Check Card 1.90% + .25Credit Card 2.63% + .10

VISA COMMERCIAL - Applies to Visa Business, or Corporate Purchasing Card that meet CPS qualification with Level II data (tax amount or purchase order). Transaction must be settled within two days.

2.20% + .10

VISA PURCHASING CARDS - That meet CPS commercial card qualifications with the addition of Level III Data.

1.70% + .10

COMMERCIAL ELECTRONIC - Applies to Visa Business or Visa Corporate Card transactions, manually keyed or swiped, where the sales tax and invoice number is not entered, and for Purchasing Card transactions where the sales tax, invoice number and customer code (PO# or order#) is not entered. The transactions must meet all the other CPS Retail, CPS Key Entered and CPS Card Not Present criteria.

2.20% + .10

GOVERNMENT SERVICES ADMINISTRATION PURCHASING CARD LARGE TRANSACTION - Transactions \$5000.00 or larger where the sales tax and customer code (PO# or order#) is entered and where additional Level III (line item) data is entered, and meets the qualifications of CPS Retail, CPS Key Entered, and CPS Card Not Present criteria.

Vol. \$8,570 1.35%Vol. \$5,000 .95% + \$35.00

CORPORATE STANDARD - Applies to Visa Business, Corporate, Purchasing Card, and GSA Purchasing Card transactions that do not meet the qualifications of CPS Retail, CPS Key Entered, CPS Card Not Present, and GSA Purchasing Card. (Transactions will qualify for Corporate Standard when voice approvals are obtained, a merchant's non-compliant software, and the batch is not closed within 1 day. Transactions without an authorization or with an invalid (stale) authorization will also qualify at Corporate Standard. Address verification not attempted on mail-phone order electronically identified transactions, and a full match response or an unsupported or retry response on electronically identified manually key entered transactions. The order (invoice#) number not present in electronically identified mail-phone order transactions will also qualify at Corporate Standard.)

2.70% + .10

Signature

Date

AUG 17 2004

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**USMS
SUMMARY MASTERCARD (RETAIL)**

MASTERCARD QUALIFICATION SURCHARGES OR REBATES:

MERIT III - All Domestic Consumer Cards where the credit card is present, the entire unaltered magnetic stripe is transmitted for a single electronic authorization. Customer's signature must be obtained on the credit card slip or printer receipt. Batch must be settled within 2 days. (Merchant has one day to close batch and the processing network has one day to forward transactions to interchange.) The settled transaction must be within 10% of the authorized amount.
Credit Card: 1.54% + .10
Check Card: 1.05% + .15

INTERNATIONAL ELECTRONIC - Foreign issued Consumer Card transactions where the credit card is present, the entire unaltered magnetic strip is transmitted. Customer's signature must be obtained on the credit card slip or printer receipt. There is no authorization tolerance for International Electronic Card and the transaction must be settled within 5 days.
Credit Card: 1.16%
N/A

CORPORATE FACE TO FACE - Applies to all Domestic Business, Corporate, Purchasing and Fleet Cards where the credit card is present, the entire unaltered magnetic stripe is transmitted. The acquirer must supply the Tax I.D. and merchant type in the settlement record and the merchant must provide the Tax Amount and PO# or Order#. Batch must be settled within 2 days.
NO SURCHARGE
Check Card: NO SURCHARGE

KEY ENTERED - manually Key Entered Domestic Consumer Cards that are electronically identified as such where the card is present and the signature is obtained. Must meet all other Merit III criteria.
Credit Card: 1.90% + .10
Check Card: 1.64% + \$.16

MERIT I - Card Not Present transactions that are electronically identified as a Mail-Phone Order transaction that has an electronic authorization. There is no authorization tolerance for Merit I transaction. Merit III transactions that are settled within the third day (Batch is closed on the second day) will qualify as Merit I.
Credit Card: 1.90% + .10
Check Card: 1.64% + \$.16

CORPORATE DATA RATE I - Applies to all Domestic manually keyed or swiped MasterCard Business, Corporate, Purchasing Cards, and Fleet Cards where the Sales Tax and PO# or Order# is not provided. Transactions must have electronic authorization and batch must be settled within 2 days. There is no authorization tolerance for Corporate Data Rate I.
2.65% + .10

CORPORATE DATA RATE II - Applies to all Domestic Business, Corporate, Purchasing and Fleet Cards that are manually entered and electronically authorized. The acquirer must supply the Tax I.D. and merchant type in the settlement record and the merchant must provide the Tax Amount and PO# or Order#. Batch must be settled within 2 days. There is no authorization tolerance for Corporate Data Rate II.
1.95%

CORPORATE DATA RATE III - Applies to manually keyed or swiped Domestic Purchasing check cards that are electronically authorized where the acquirer must supply the Tax I.D. and merchant type in the settlement record and the merchant must provide the Tax Amount and PO# or Order# and additional Level 3 (line item) data required. The batch must be settled in 2 days and there is no authorization tolerance for Corporate Data Rate III.
1.65%

CORPORATE LARGE TICKET - Applies to manually keyed or swiped Domestic Business, Corporate, Purchasing or Fleet card transactions that are electronically authorized that exceed \$4000.00. Transactions that are swiped and in excess of \$6350.00 will qualify at Corporate Face to Face. The batch must be settled in two days and there is no authorization for Corporate Large Ticket.
1.20% + \$40.00

CORPORATE STANDARD - Applies to all Domestic Visa Business, Corporate, Purchasing, and Fleet cards not meeting the qualifications for Corporate Data Rate I, II, III, Corporate Large Ticket and Corporate Face to Face. (Transactions will qualify for corporate Standard when voice approvals are obtained and the batch is not settled within 2 days. Transactions without an authorization or with an invalid or stale authorization and non-compliant software will qualify at Corporate Standard.)
2.70%

STANDARD - All MasterCard Domestic Consumer cards that do not meet the above consumer card Qualification. (Transactions will qualify at Standard when the batch is settled after 2 days and voice authorizations are obtained. Transactions without an authorization or transactions with an invalid (stale) authorization, or non-compliant software will qualify at Standard.)
Credit Card: 2.70% + .10
Check Card: 1.90% + \$.25

INTERNATIONAL STANDARD - All International Consumer cards that do not meet the qualifications of International Electronic. (Manually keyed transactions, voice authorizations and transactions settling after five days will qualify for International Standard. Transactions without an authorization or transactions with an invalid or stale authorization will qualify for International Standard.)
1.69% + .10

INTERNATIONAL CORPORATE PURCHASING LARGE TICKET - International Purchasing or Fleet cards that are manually entered or swiped on transactions over \$3000.00 that are electronically authorized. Transactions must be settled within 30 days.
1.85% + \$30.00

INTERNATIONAL PURCHASING DATA RATE II - International Purchasing or Fleet cards that are manually entered or swiped that are electronically authorized. The acquirer must supply Tax I.D. and merchant type in the settlement record and the merchant must provide the Tax Amount and PO# or Order#. The transaction must be settled in five days.
1.55%

INTERNATIONAL CORPORATE - All International Corporate or Business cards will qualify at International Corporate.
1.85%

Signature

Date

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Registered Member Service Provider for
MasterCard International and Registered
Independent Sales Organization for VISA USA
Through JPMorgan Chase Bank, Hicksville, NY
Bank is FDIC insured

US MERCHANT SERVICES

MERCHANT APPLICATION AND AGREEMENT

GENERAL INFORMATION	Legal Business Name: School Board of Martin County		Doing Business As: VACE (Vocational Adult Community Ed)	
	Business Address: 2801 S. Kanner Hwy. Rm C-		City/State/Zip: Stuart, FL 34994	
	Mailing Address: 500 E. Ocean Blvd		City/State/Zip: Stuart, FL 34994-2572	
	Business Phone: 772-219-1828		Customer Service Phone: 772-219-1828	
BUSINESS INFORMATION	Contact Name: Thea Lacey		# of Locations: 1	
	E-Mail: laceyt@martin.k12.fl.us		Website: http://www.sbmc.org AND vacesbmc.org	
	Retail Swipe %		Type of Ownership:	
	Retail Keyed %		<input type="checkbox"/> Sole Owner <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> Other <input type="checkbox"/> LLC <input type="checkbox"/> Legal/Medical Corp. <input type="checkbox"/> Government <input type="checkbox"/> Trust/Estate/Asen. <input type="checkbox"/> Other (specify): school	
Internet % 100		Business Location:		
Mail Order %		<input type="checkbox"/> Store Front <input type="checkbox"/> Office <input type="checkbox"/> Home <input checked="" type="checkbox"/> Other (specify): see attach		
TOTAL % 100		Customer Refund Policy:		
Specific Type of Business: community education class fees		<input type="checkbox"/> Refund within 30 days <input type="checkbox"/> Exchange Only <input checked="" type="checkbox"/> Other (specify): see attach		
Former Merchant Number(s): n/a		Number of Days Until Product/Service is Delivered: 0-30 day		
Has Applicant ever accepted credit cards before? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Additional Comments: depends on when student registers to class beg		
If Yes, who was your processor?		Has Applicant ever had a previous credit card processor close its merchant account? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, by whom?		
Name: Marshall Skinner		Social Security Number:		
Residential Address:		% Ownership:		
How Long at This Address?		Title:		
Home Phone:		City:		
Date of Birth:		State:		
Drivers License Number / State:		Zip:		
Name:		Social Security Number:		
Residential Address:		% Ownership:		
How Long at This Address?		Title:		
Home Phone:		City:		
Date of Birth:		State:		
Drivers License Number / State:		Zip:		
Monthly Sales Volume: \$ 1,000.00		Average Ticket: \$ 100.00		
Visa Discount Rate: .268 %		High Ticket: \$ 1,500.00		
Visa Per Item Fee: .25 cts		Visa Interchange Rate: 1.85% + \$0.10		
M/C Discount Rate: .215 %		Visa Check Card Interchange Rate: 1.90% + \$0.10		
M/C Per Item Fee: .25 cts		M/C Check Card Interchange Rate: 1.60% + .15		
Visa Assessment: 0.0925 %		Discover Per Item: n/a cts		
M/C Assessment: 0.095 %		Diners Per Item: n/a cts		
Application Fee: 0.00		Miscellaneous Fee: n/a		
Miscellaneous Fee: 10.00 (no min)		Amex Per Item: n/a cts		
Transactions that do not qualify for the above-mentioned rates, as disclosed in the Merchant Agreement, will have the interchange surcharges or rebates added or subtracted respectively to or from the interchange rate. Each transaction qualifies based on its own merit and is charged at the true pass-through rate that is mandated by VISA and MasterCard.		JCB Per Item: _____ cts Debit Discount Rate: _____ % Debit Per Item: _____ cts Debit Access Fee: _____ Voice Auth Per Item: _____ 0.65 cts Chargeback Fee: \$ _____ 15.00 Monthly Statement Fee: \$ _____ 7.50 Annual Fee: \$ _____ 25.00		
High Volume Months: Jan, April, Sept		High Months' Processing Volume: \$ 3,000.00		
Sales Representative Name: Terrie Sullivan		Sales Representative #:		
Sales Representative Signature:		American Express Discover Card Diners Club JCB		

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American Express	<input type="checkbox"/> Discount Rate: _____ % or <input type="checkbox"/> Monthly Flat Fee: \$ 5.00	Discover Card	Subject to separate approval - Rates and fees are quoted based on merchant type and estimated volume and are subject to change. Fees disclosed via bill by Discover.
	<input type="checkbox"/> Monthly Gross Pay <input type="checkbox"/> Daily Gross Pay		Discount Rate: _____ % Transaction Fee: \$0.10
	Est. Annual Volume: \$ _____ Est. Average Tick: \$ _____		Membership Fee: \$ _____
	Pay Frequency: <input type="checkbox"/> 3 Day <input type="checkbox"/> 15 Day <input type="checkbox"/> 30 Day		* An additional \$0.10 per transaction fee will apply to each Discover transaction processed and will be deducted along with the discount rate by Discover.
	Merchant Initials _____ Fee disclosure are billed by American Express.		† One-time \$25.00 membership fee will be collected via separate ACH by Discover.

ATTACH A VOIDED BUSINESS CHECK FROM ACCOUNT

Bank Name:	Bank Address:	City:	State:	Zip:
Branch:	Bank Phone:	Contact Name:		
Transit # (ABA Routing):	Account # (DDA)			

Trade:	Account #:	Phone:	Contact:
--------	------------	--------	----------

Date:	Type of Building:	Square Footage (approximate):
-------	-------------------	-------------------------------

Inspector's Comments:

I have verified the identification of the above listed principal(s):

Under the penalty of perjury and accountability, I hereby certify I personally conducted this premises inspection described above and hereby certify that this business is legitimate.

Geles Representative Signature: _____ Inspector's Signature: _____

The undersigned Applicant/Merchant ("Applicant"), and each of them, if more than one, acknowledges and agrees that this MERCHANT PROCESSING AGREEMENT (includes the attached Merchant Application) which is integrated herein and made a part hereof, together (hereinafter referred to as the "Merchant Agreement") shall not take effect until Applicant has been approved by Bank and iPayment and Applicant is assigned and issued a Merchant Account Number. Any alteration, strikeover, or modification to the preprinted text of this Merchant Agreement shall be of no effect whatsoever and at Bank's and iPayment's discretion may render this Merchant Agreement invalid. Applicant warrants and certifies that all information submitted under this Merchant Agreement (including the Merchant Application sections) is true, correct, and complete and understands that Bank and iPayment will be relying on such information during the approval process, including in setting the applicable fees, rates, limits and all other terms and conditions. Acceptance of Card Transactions by Applicant under an approved Merchant Account Number shall confirm Applicant's agreement of all the final approved fees, charges, rates, limits and other terms and conditions of this Merchant Agreement, including any and all revised terms, if any, required by Bank and iPayment for final approval. By signing below, the undersigned Applicant (and each of them) hereby authorizes Bank and/or iPayment to obtain from third parties financial and credit information relating to Applicant in connection with their determination of whether to accept this Merchant Agreement and to conduct credit checks and background investigations and inquiries concerning each of the undersigned including, but not limited to, financial, character and business references and Applicant's owner(s) (if Applicant is an entity). Each of the undersigned expressly authorizes Bank and/or iPayment to request and obtain from Consumer Reporting Agencies (Bureaus) consumer and business reports. Each of the undersigned further agrees that all references, including banks and Consumer Reporting Agencies, may release any and all personal and business credit and financial information to Bank and/or iPayment.

If information is provided in the "New Entrants" section of the Merchant Application, then the following shall apply:

Information is provided in the "New Entrants" section of the Merchant Application, then the following shall apply: Applicant represents that the information provided on the Merchant Application is complete and accurate and authorizes American Express Travel Related Services Company, Inc. ("American Express") to verify the information on this Merchant Application and to receive and exchange information about Applicant, including requesting reports from consumer reporting agencies. If Applicant asks American Express whether or not a consumer report was requested, American Express will tell Applicant, and if American Express received a report, American Express will give Applicant the name and address of the agency that furnished it. Applicant understands that upon American Express' approval of the business entity indicated above to accept the American Express Card, the Terms and Conditions for American Express Card Acceptance ("Terms and Conditions") will be sent to such business entity along with a Welcome Letter. By accepting the American Express card for the purchase of goods and/or services, Applicant agrees to be bound by the Terms and Conditions.

Discover Card: By signing below, Applicant acknowledges that by accepting Discover Card for payment, Applicant agrees to the terms and conditions of Discover Business Services ("Discover"). Such terms and conditions will be sent to Applicant by Discover.

IN WITNESS WHEREOF, the undersigned Applicant has duly executed this Merchant Agreement as of the date(s) indicated below, and hereby confirms that Applicant has received a completed copy of this Merchant Agreement consisting of pages one (1) through eight (8) (including the Merchant Application), has read and understands the foregoing terms and conditions and hereby agrees to all of the terms and conditions of this Merchant Agreement.

<u>School Board of Martin County</u>	<u>VACE (Vocational Adult Community Education)</u>
Applicant/Merchant Legal Name	Applicant/Merchant DBA Name
<u>Marshall Skinner</u>	<u>Marshall Skinner</u>
Authorized Signature	Print Name
<u>2801 S. Kanner Hwy, Stuart, FL 34994</u>	City State Zip Code
Address	
APPROVED/ACCEPTED: Date: _____	APPROVED/ACCEPTED: Date: _____
By: <u>JPMorgan Chase Bank 100 Duffy Avenue, Hicksville, NY 11801</u>	By: <u>iPayment, Inc. 40 Burton Hills, Suite 415, Nashville, TN 37215</u>

CONTINUING PERSONAL GUARANTY PROVISION - PERSONAL GUARANTOR(S):

The undersigned "Guarantor(s)" (jointly and severally, if more than one) acknowledges and agrees that this Continuing Personal Guaranty Provision is made in reference to and is made part of the MERCHANT PROCESSING AGREEMENT to which it is incorporated (the "Merchant Agreement"). In consideration of Bank's and iPayment's acceptance of the Merchant Agreement and to induce Bank and iPayment to approve the above referenced Applicant's ("Applicant") request for approval of the Merchant Agreement, the undersigned "Guarantor(s)", unconditionally guarantees the performance of all obligations of Applicant to Bank and iPayment under the Merchant Agreement and payment of all sums due from Applicant thereunder as if the Merchant Agreement now exists or as it may be amended from time to time, whether before or after termination or expiration, and whether or not the undersigned Guarantor(s) has/have received any notice of any amendment, and if any Event of Default shall occur under the Merchant Agreement, the undersigned Guarantor(s) hereby waives notice of default and agrees to pay Bank and iPayment for any and all amounts due from Applicant and to perform any other obligations of Applicant pursuant to the terms of Merchant Agreement. Bank and/or iPayment may proceed directly against the undersigned Guarantor(s), and each of them, without first exhausting their remedies against Applicant and/or any other person or entity responsible to Bank and iPayment, or any security held by Bank and/or iPayment. The undersigned acknowledge that this GUARANTY is a continuing guaranty and shall not be affected by the release or discharge of Applicant. To the fullest extent permissible under applicable law, Guarantor(s) waives any and all rights of subrogation, reimbursement or indemnity derived from Applicant and all other rights and defenses available to Guarantor(s), and further waives any and all rights or defenses arising by reason of any modification or change in the terms of this Merchant Agreement whatsoever, including, without limitation, renewal, extension, acceleration, or other change in the time any payment or other performance thereunder is due, and/or any change in any rates, limits, charges or fees thereunder. Guarantor(s) unconditionally and specifically authorizes Bank and/or iPayment to debit any amount for obligations due under the Merchant Agreement and/or this GUARANTY from any personal checking account or other account owned or controlled by Guarantor(s), and each of them, and further to report any default hereof on Guarantor's/Guarantors' personal Credit Bureau Reports. Guarantor(s) agrees to pay all costs and expenses of whatever nature, including reasonable attorney's fees and other legal expenses, incurred by or on behalf of Bank and/or iPayment in connection with the enforcement of this GUARANTY. By signing below, the undersigned Guarantor(s), and each of them, hereby authorizes Bank and/or iPayment to obtain from third parties financial and credit information relating to Guarantor(s) and hereby grants to Bank and/or iPayment continuing authority to conduct credit checks and background investigations and inquiries concerning each of the undersigned. Each of the undersigned Guarantors, expressly authorizes Bank and/or iPayment to request and obtain from Consumer Reporting Agencies (Bureaus) consumer and business reports and if Applicant is approved, to obtain subsequent consumer and business credit reports in connection with the maintenance, updating, renewal or extension of the Merchant Agreement. Each of the undersigned further agrees that all references, including banks and Consumer Reporting Agencies, may release any and all personal and business credit and financial information to Bank and/or iPayment.

_____ Signature	An Individual	_____ Print Name	_____ Date
_____ Signature	An Individual	_____ Print Name	_____ Date

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USMS

SUMMARY VISA (Mail-Order/Telephone-Order)

4-04

CPS CARD NOT PRESENT - Card Not Present transactions that are electronically identified as a mail-phone order transactions. There can be only one authorization or one authorization plus an authorization reversal to make the authorization amount equal to the settled amount. The authorization must include an address verification attempt. The purchase date (shipping date) may be no more than 7 calendar days after the authorization date. The order (invoice#) number must be present in the deposit record. The clearing date (deposit date) must be the same as or later than the purchase date (shipping date). The batch must be settled within 2 days. (Merchant has one day to close a batch and the processing network has one day to forward transactions to interchange.) Visa Business or Visa Corporate Card transactions where the sales tax is entered and for Purchasing Card transactions where the sales tax and customer code (PO# or order#) is entered that meet the qualifications of CPS Card Not Present will qualify at CPS Card Not Present.

Check Card 1.60% + \$15

1.85% + \$10

CPS E-COMMERCE BASIC - Transactions that have the E-Commerce indicator and meets all of the qualifications of CPS Card Not Present.

Check Card 1.60% + \$15

1.85% + \$10

CPS KEY ENTERED - Manually key entered transactions that are electronically identified as such where the card is present and the signature is obtained. The authorization request must include an address verification request with a zip code only. Merchant must receive a full match response or an unsupported or retry response. Intended for face to face transactions. Must meet all other CPS Retail criteria. Visa Business or Visa Corporate Card transactions where the sales tax is entered and for Purchasing Card transactions where the sales tax and customer code (PO# or order#) is entered that meet the qualifications of CPS Key Entered will qualify at CPS Key Entered.

Check Card 1.60% + \$15

1.85% + \$10

EIRF (Electronic Interchange Reimbursement Fee) - Transactions that do not meet CPS Retail, CPS Check Card, CPS Key Entered, and CPS Card Not Present qualifications. The batch must be settled within 3 days. (Transactions will qualify for EIRF when a merchant's software is non-compliant, voice approvals are obtained, and the batch is not closed within 1 day. Address verification not attempted on mail-phone order electronically identified transactions, and a full match response or an unsupported or retry response on electronically identified manually key entered transactions. The order (invoice#) number not present in electronically identified mail-phone order transactions will also qualify at EIRF.)

Check Card 1.79% + \$20

Credit Card 2.14% + \$10

STANDARD - All Visa Consumer Card transactions that do not meet the above CPS or EIRF qualifications. (Transactions will qualify for Standard when the batch is settled after 3 days, and transactions without an authorization or with an invalid (stale) authorization will also qualify at Standard. Non-compliant software of the merchant could also cause a transaction to qualify at Standard.)

Check Card 1.90% + \$10

Credit Card 2.63% + \$10

COMMERCIAL ELECTRONIC LEVEL II - Applies to Visa Business or Corporate Purchasing Cards that meet CPS qualifications with Level II data (tax amount and purchase order). Transactions must be settled within two days.

1.90% + \$10

Purchasing Level III - That meet CPS Commercial card qualifications with the addition of Level III data. (additional text message identifier).

1.70% + \$10

COMMERCIAL ELECTRONIC - Applies to Visa Business or Visa Corporate Card transactions, manually keyed where the sales tax is not entered, and for Purchasing Card transactions where the sales tax and customer code (PO# or order #) is not entered. The transactions must meet all the other CPS Retail, CPS Key Entered and CPS Card Not Present criteria.

Credit Card 2.20% + \$10

GOVERNMENT SERVICES ADMINISTRATION PURCHASING CARD LARGE TRANSACTION - Transactions \$5000.00 or larger where the sales tax and customer code (PO# or order#) is entered and where additional Level III (line item) data is entered, and meets the qualifications of CPS Retail, CPS Key Entered, and CPS Card Not Present criteria.

Vol. \$8,750 + 1.35%

Vol. \$5,000 .95% + \$35.00

CORPORATE STANDARD - Applies to Visa Business, Corporate, Purchasing Card, and GSA Purchasing Card transactions that do not meet the qualifications of CPS Retail, CPS Key Entered, CPS Card Not Present, and GSA Purchasing Card. (Transactions will qualify for Corporate Standard when voice approvals are obtained, a merchant's non-compliant software, and the batch is not closed within 1 day. Transactions without an authorization or with an invalid (stale) authorization will also qualify at Corporate Standard. Address verification not attempted on mail-phone order electronically identified transactions, and a full match response or an unsupported or retry response on electronically identified manually key entered transactions. The order (invoice#) number not present in electronically identified mail-phone order transactions will also qualify at Corporate Standard.)

2.70% + \$10

Signature: _____

Date: _____

Revised - 7/13/2004

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USMS
SUMMARY MASTERCARD (MAIL-ORDER/TELEPHONE-ORDER)

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4-04

MASTERCARD QUALIFICATION SURCHARGES

MERIT I – Merchant has a Mail Order/Telephone Order MCC. The card is electronically authorized and the batch is settled within 2 days. There is no authorization tolerance for Merit I transactions. (Merchant has one day to close batch and the processing network has one day to forward transactions to interchange.)
1.90% + \$10

CORPORATE DATA RATE 1 – Applies to all manually keyed MasterCard Corporate Card transactions. Transactions must have an electronic authorization, must be within 10% of the original authorized amount, and settled within 3 days of the authorization.
2.65% + \$10

MASTERCARD CHECK CARD – MasterCard Check Card transactions that meet the qualifications of Merit I
1.64% + .16

CORPORATE DATA RATE 2 – Applies to Purchasing/Fleet Cards that are manually keyed. The acquirer must supply the Tax ID and Merchant Type in the settlement record and the merchant must provide the Tax Amount and PO# or Order#. Transactions must have an electronic authorization, must be within 10% of the original authorized amount, and settled within 3 days of the authorization.
1.95%

CORPORATE DATA RATE 3 – Applies to Purchasing/Fleet Cards that are manually keyed. The acquirer must supply the Tax ID and Merchant Type in the settlement record and the merchant must provide the Tax Amount and PO# or Order# and additional Level 3 Data required. Transactions must have an electronic authorization, must be within 10% of the original authorized amount, and settled within 3 days of the authorization.
1.65%

CORPORATE LARGE TICKET – All manually keyed transactions that are \$5000.00 or larger and meet the qualifications of Corporate Data Rate 2.
1.20% + \$40.00

CORPORATE STANDARD – All Business, Corporate, Purchasing and Fleet Cards not meeting the qualifications for Corporate Data Rate 1, 2, 3 and Corporate Face to Face. (Transactions will qualify for Corporate Standard when voice approvals are obtained and the transactions are settled after 3 days. Transactions without an authorization or with an invalid or stale authorization and Non Compliant Software will qualify at Corporate Standard.)
2.70% + \$10

STANDARD – All MasterCard Consumer Cards that do not meet the above qualifications. (Transactions will qualify for Standard when the transaction is settled after 2 days and Voice authorizations are obtained. Transactions without an authorization or transactions with an invalid (stale) authorization, or non-compliant software will qualify at Corporate Standard.)
Check Card 1.90% + \$25
2.70% + \$10

INTERNATIONAL STANDARD – All International Consumer Cards that do not meet the qualifications of Consumer Card International. (Manually keyed transactions, voice authorizations, and transactions settling after 2 days will qualify at International Standard. Transactions without an authorization or transactions with an invalid or stale authorization will also qualify at International Standard.)
1.69% + \$10

Signature: _____

Date: _____

Revised - 7/13/2004

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Ex. 7-C-1

120714



GRI FINANCIAL SERVICES, INC.
Providing all your Credit Card & Check Processing Needs

Phone: 561/921-0990
800/717-0431
Fax: 561/276-1520

CONFIRMATION OF SOFTWARE/PROGRAM REQUEST

Program/Software Name: Slim CD


Application: Retail (card swipe), MO/TO, and Internet processing

Cost: \$14.95 per month (includes first 100 transactions every month),
transaction volume exceeding 100 per month at \$0.05

Applicant/Merchant DBA Name: VACE (Vocational Adult Community Education)

Address: 2801 S. Kanner Highway, Ste. C-1, Stuart, FL 34994

Business #: 772-219-1828

Signature: 

Print Name: Marshall Skinner

Date: July 20, 2004

2910 S.W. 22nd Circle, Ste. C-1 • Delray Beach, FL 33445

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Lacey, Thea Valen

From: Terrie Sullivan - GRI Financial Services [grifin@fdn.com]
Sent: Tuesday, July 20, 2004 4:46 PM
To: Lacey, Thea Valen
Subject: Terrie Sullivan - GRI Financial Services - Credit Card Processing

Good Afternoon Thea:

Want to thank you for having Riverside National Bank fax me confirmation of your bank routing number, I will incorporate it into the paperwork I submit to the bank.

One request, please fax a copy of a deposit slip so the bank has on file the account number where funds are to be deposited,

Also, can you supply me with one Trade Reference, company name, phone number and contact person if there is one, I should have asked you yesterday when I was getting together the information needed to complete the documents.

Again, thank you. I hope you are having a good day!!

Terrie Sullivan - GRI Financial Services
800-717-0431 / 561-921-0990
FAX 561-276-1520

7/20/2004

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14 07 16

Lacey, Thea Valen

From: Terrie Sullivan - GRI Financial Services [grifin@fdn.com]
Sent: Tuesday, July 20, 2004 1:52 PM
To: Lacey, Thea Valen
Subject: Terrie Sullivan - GRI Financial Services - credit card processing

Good Afternoon Thea:

Hope you are having a good day. Want to thank you and Mary for your help in supplying the information so we could proceed in setting up two credit card merchant accounts.

Would like to confirm you received the fax documents okay.

Would also like to confirm rates. Ipayment breaks down all costs. As such, rates for both accounts were calculated as follows:

Retail account (card swipe) is set at the following rates:

Visa: 1.7125% + \$0.25 calculated by adding
(.08% discount rate + \$0.15 per item fee, + .0925% assessment, +
1.54% + \$0.10 interchange)

MasterCard: 1.715% + \$0.25 calculated by adding
(.08% discount rate + \$0.15 per item fee, + .095% assessment, +
1.54% + \$0.10 interchange)

The following rates apply to your Internet/Key Entered account.

Visa: 2.2105% + \$0.25 calculated by adding
(.268% discount rate + .15 per item fee, + .0925% assessment, +
1.85% + \$0.10)

MasterCard: 2.21% + \$0.25 calculated by adding
(.215% discount rate + .15 per item fee, + .095% assessment +
1.90% + \$0.10)

I hope this information helps Thea. Please don't hesitate to contact me should you have further questions.

Terrie Sullivan - GRI Financial Services
800-717-0431 / 561-921-0990
FAX 561-276-1520

7/20/2004

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Registered Member Service Provider for MasterCard International and Registered Independent Sales Organization for VISA/USA Through JPMorgan Chase Bank, Hicksville, NY Bank is FDIC Insured

US MERCHANT SERVICES MERCHANT APPLICATION AND AGREEMENT

Legal Business Name: School Board of Martin County VACE (Vocational Adult Community Ed)
 Doing Business As:
 Business Address: 2801 S. Kanner Hwy. Rm C-1 City/State/Zip: Stuart, FL 34994 County: Martin How Long:
 Mailing Address: 500 E. Ocean Blvd City/State/Zip: Stuart, FL 34994-2572 Federal Tax ID:
 Business Phone: 772-219-1828 Customer Service Phone: 772-219-1251 Business Fax:
 Contact Name: Thea Lacey # of Locations: 1 Time in Business: Years: Months: Business Hours: M-Th 2:00-9:00pm
 E-Mail: laceyt@martin.k12.fl.us Website: http://www.sbmc.org AND vaceshmc.org

Retail Swipes % Type of Ownership: Sole Owner Partnership Tax Exempt Store Front
 Retail Keyed % Corporation Non-Profit Other Office
 Internet % 100 LLC Legal/Medical Corp. Other (specify): see attached
 Mail Order % Government Trust/Estate/Assn. Home Other (specify): school
 TOTAL % 100 Specific Type of Business: community education class fees Specific Type of Product(s)/Service(s) Sold: student registers to class Number of Days Until Product/Service is Delivered: 0-30 days
 Additional Comments: depends on when student registers to class

Has Applicant ever accepted credit cards before? Yes No
 If Yes, who was your processor?
 Former Merchant Number(s): n/a
 Has Applicant ever had a previous credit card processor close its merchant account?
 Yes No If Yes, by whom?
 Explanation for prior closure (attach additional pages if necessary):

Name: Marshall Skinner Social Security Number: _____ % Ownership: _____ Title: _____
 Residential Address: _____ City: _____ State: _____ Zip: _____
 Own Rent
 How Long at This Address? _____ Home Phone: _____ Date of Birth: _____ Drivers License Number / State: _____

Name: _____ Social Security Number: _____ % Ownership: _____ Title: _____
 Residential Address: _____ City: _____ State: _____ Zip: _____
 Own Rent
 How Long at This Address? _____ Home Phone: _____ Date of Birth: _____ Drivers License Number / State: _____

Monthly Sales Volume: <u>\$ 1,000.00</u>	Average Ticket: <u>\$ 100.00</u>	High Ticket: <u>\$ 1,500.00</u>
Visa Discount Rate: <u>.268</u> %	Visa Interchange Rate: <u>1.85% + \$0.10</u>	JCB Per Item: _____ cts
Visa Per Item Fee: <u>.15</u> cts	M/C Interchange Rate: <u>1.90% + \$0.10</u>	Debit Discount Rate: _____ %
M/C Discount Rate: <u>.215</u> %	Visa Check Card Interchange Rate: <u>1.60% + .15</u>	Debit Per Item: _____ cts
M/C Per Item Fee: <u>.15</u> cts	M/C Check Card Interchange Rate: <u>.64% + .16</u>	Debit Access Fee: _____
Visa Assessment: <u>0.0925</u> %	Amex Per Item: <u>n/a</u> cts	Voice Auth Per Item: <u>0.85</u> cts
M/C Assessment: <u>0.095</u> %	Discover Per Item: <u>n/a</u> cts	Chargeback Fee: \$ <u>15.00</u>
Application Fee: <u>0.00</u>	Diners Per Item: <u>n/a</u> cts	Monthly Statement Fee: \$ <u>7.50</u>
Miscellaneous Fee: <u>10.00 (no min)</u>	Miscellaneous Fee: <u>n/a</u>	Annual Fee: \$ <u>25.00</u>

Transactions that do not qualify for the above-mentioned rates, as disclosed in the Merchant Agreement, will have the interchange surcharges or rebates added or subtracted respectively to or from the interchange rate. Each transaction qualifies based on its own merit and is charged at the true pass-through rate that is mandated by VISA and MasterCard.
 High Volume Months: Jan, April, Sept High Months' Processing Volume: \$ 3,000.00
 Sales Representative Name: Terrie Sullivan Sales Representative #: _____ Sales Representative Signature: _____

EXISTING MERCHANT NUMBERS

American Express	Diners Club
Discover Card	JCB

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THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA
 Schedule of Personnel Recommendations
 August 17, 2004

ADMINISTRATIVE PERSONNEL

CHANGES

1 Michael Ryan	Psychologist	Spectrum/MC Transition	07/01/04	Correction to 8/03/04 agenda; Spectrum to Spectrum/MCT
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EMPLOYMENT

2 Kathryn Mason	School Psychologist	ESE	08/09/04	New Position
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SEPARATIONS

3 Gary Ricciardi	Lead Manager	Student Services	08/03/04	Resignation
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CHANGES

4 Debra Ethridge	Language Arts Teacher	SFHS	08/04/04	7.5 hours to 3.75 hours
5 Patricia Grohmann	Social Studies Teacher	SFHS	08/04/04	Tm Ldr/SS Tchr, 201 days to SS Tchr, 196 days
6 Ed Metallo	Social Studies Teacher	SFHS	08/04/04	Tm Ldr/SS Tchr, 201 days to SS Tchr, 196 days
7 James Beagle	Alternative Ed Teacher	Spectrum/MC Transition	08/04/04	Correction to 8/03/04 agenda; Spectrum to Spectrum/MCT
8 Charles Gadson	Alternative Ed Teacher	Spectrum/MC Transition	07/24/04	Correction to 8/03/04 agenda; Spectrum to Spectrum/MCT
9 Sheryl Hix	VE Teacher	Spectrum/MC Transition	08/04/04	Correction to 8/03/04 agenda; Spectrum to Spectrum/MCT
10 Kristina Neller	VE Teacher	Spectrum/MC Transition	08/04/04	Correction to 8/03/04 agenda; Spectrum to Spectrum/MCT
11 Tera Riva	Alternative Ed Teacher	Spectrum/MC Transition	08/04/04	Correction to 8/03/04 agenda; Spectrum to Spectrum/MCT
12 Susan Rieck	VE Teacher	WES	08/04/04	7.5 hrs to 4 hrs per day

EMPLOYMENT

13 Laura Bakkedahl	Kindergarten Teacher	BCE	08/04/04	New Position
14 Freddy Favors	Sub Teacher	Co Wide	07/27/04	

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Schedule of Personnel Recommendations
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15	Sarah	Gaunt	Art Teacher	HOMS	08/04/04	Repl. W. Laughlin
16	Susan	Laoretti	SS Teacher	HOMS	08/04/04	Repl. P. McMahon
17	Stacy	Walkowitz	5th Grade Teacher	IMS	08/04/04	Repl. S. Lindsey
18	Johnny	Keigans	3rd Grade Teacher	JBE	08/04/04	New Position
19	Marianne	Pettengill	Teacher	JBE	08/04/04	New Position
20	Patricia	Schiavone	VE Teacher	JBE	08/04/04	Repl. M. Cortes
21	Mary	Angiulli	Science Teacher	JBHS	08/04/04	New Position
22	Kristina	Arribas	VE Teacher	JBHS	08/04/04	New Position
23	Melissa	Eversdyke	English Teacher	JBHS	08/04/04	New Position
24	Gina	Healy	Science Teacher	JBHS	08/04/04	New Position
25	Susan	Lewis	French Teacher	JBHS	08/04/04	New Position
26	John	Messina *	VE Teacher	JBHS	08/04/04	New Position
27	Peggy	Radtke	Science Teacher	JBHS	08/04/04	New Position
28	Linda	Ryan	Nursing Teacher	JBHS	08/04/04	New Position
29	Janice	Stowell	Spanish Teacher	JBHS	08/04/04	New Position
30	Brian	Hayden	Art Teacher	JDP	08/04/04	Repl. M. Giandalone
31	Karen	Neff	1st Grade Teacher	JDP	08/04/04	New Position
32	Tanya	Thuman	Math Teacher	MCHS	08/04/04	Repl. B. Tozzo
33	Robert	Wolfe	Math Teacher	MCHS	08/04/04	Repl. T. Little
34	Sandra	Carlson-Wood	Choral/Music Teacher	MMS	08/04/04	Repl. R. Jones
35	Sybil	Farwell	Media Specialist	MMS	07/28/04	New Position
36	Mark	Fisher	Language Arts Teacher	MMS	08/04/04	Repl. A. Lewis
37	Harry	Flegert	Language Arts Teacher	MMS	08/04/04	Repl. K. Scully
38	Anastazia	Huryan	Math Teacher	MMS	08/04/04	Repl. D. Topolka
39	James	McMullin	Reading/Language Arts Tchr	MMS	08/04/04	Repl. D. Seeland
40	Amy	Santos	Reading Teacher	MMS	08/04/04	New Position
41	Donald	Suess	Science Teacher	MMS	08/04/04	Repl. D. Boyle
42	Casey	Sylvester	Reading/Language Arts Tchr	MMS	08/04/04	New Position
43	Nicole	Versiackas	7th Grade Reading	MMS	08/04/04	Repl. J. Osler
44	Monty	Cancilla	Music Teacher	PCE	08/04/04	Repl. D. Vojcsik
45	Annelies	Madden	5th Grade Teacher	PCE	08/04/04	New Position

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Schedule of Personnel Recommendations

August 17, 2004



46	Anita	Torregrossa	Gifted Teacher	PC/E	08/04/04	Repl. R. Pelosi
47	Susan	Barber	3rd Grade Teacher	PWE	08/04/04	Repl. M. Maggiore
48	Julia	Omer	Guidance Counselor	PWE	07/27/04	Repl. J. James
49	Jennifer	Shea	1st Grade Teacher	PWE	08/04/04	New Position
50	Karen	Fleming	Teacher on Assignment	Sandy Pines	08/04/04	Temporary Position
51	Holly	Foreman	H/H Teacher	Sandy Pines	06/14/04	Summer School
52	Kathleen	Allen	Guidance Counselor	SFHS	07/27/04	Repl. R. Osterrieder
53	Kimberly	Ballard	Language Arts Teacher	SFHS	08/04/04	Repl. P. Ciuffo
54	Jessica	Carlson	Chorus Teacher	SFHS	08/04/04	Repl. E. Hlasnicek
55	Tami	Conrad	Art Teacher	SFHS	08/04/04	Repl. T. Prestopnik
56	Kelly	George	Guidance Counselor	SFHS	07/05/04	Summer School
57	Shawn	Marzano	Health Teacher	SFHS	08/04/04	Repl. B. Dempsey
58	Shawn	Presto	Language Arts Teacher	SFHS	08/04/04	Repl. D. McLean
59	Mary	Saxenmeyer	Guidance Counselor	SFHS	07/27/04	Repl. K. Tatje
60	Shannon	Surato	Language Arts Teacher	SFHS	08/04/04	Repl. A. Bolton
61	Shawn	Trotter	History/Social Studies Tchr	SFHS	08/04/04	Repl. T. Black
62	Lisa	Cryderman	Language Arts Teacher	SMS	08/04/04	Repl. M. Rutenberg
63	Marta	DeAnda	VE Teacher	SMS	08/04/04	Repl. T. Riley
64	Courtney	Dodds	Science Teacher	SMS	08/04/04	Repl. M. Armstrong
65	Nancy	O'Neill	Art Teacher	SMS	08/04/04	Repl. L. Johnson
66	Debra	Warmuskerk	Language Arts Teacher	SMS	08/04/04	Repl. R Young
67	Christine	Georgallis	VE Teacher	SWE	08/04/04	Repl. D. Reimer
68	Laura	Knott-Riggall	Speech/Language Pathologist	SWE	08/04/04	Repl. C. Collins, Interim Position
69	Nikki	Knox	Music Teacher	SWE	08/04/04	Repl. M. Spinweber
70	Stacy	Ayers	Teacher on Assignment	VACE	08/04/04	Repl. E. Vidaillet
71	Erin	Lamontagne	3rd Grade Teacher	WES	08/04/04	Repl. M. Larkin
72	Kimberly	Love	4th Grade Teacher	WES	08/04/04	Repl. A. Marszewski
73	Jennifer	Retty	VE Teacher	WES	08/04/04	Repl L Defanski
74	R Tamara	Wesenberg	Kindergarten Teacher	WES	08/04/04	Repl. T. Koster

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Schedule of Personnel Recommendations
August 17, 2004



SEPARATIONS

75	Amy	Butterfield-Tozzo	Program Specialist	ESE	07/15/04	Resignation
76	Patrick	McMahon	Teacher	HOMS	07/14/04	Resignation
77	Christina	Turner	Gifted Teacher	JDP	07/15/04	Resignation
78	Darren	Black	Math Teacher	MCHS	05/31/04	Resignation
79	Christian	Coltharp-Parr	English Teacher	MCHS	05/31/04	Resignation
80	Emily	Llorens	Teacher	MCHS	05/31/04	Resignation
81	Kelly	Armstrong	Social Studies Teacher	MMS	05/31/04	Resignation
82	Donna	Guley	1st Grade Teacher	PCE	05/30/04	Resignation
83	Patricia	Brannin	Guidance Counselor	SFHS	07/26/04	Retirement
84	Melissa	Armstrong	Social Studies Teacher	SMS	07/15/04	Resignation
85	Joanne	Akus	P/T Instructor	VACE	07/02/04	Retirement
86	Shirley	Segebruch	Occupational Specialist	VACE	08/31/04	Retirement

SUPPLEMENTS

87	Karen	Hester	Friends Chorus	ESE	04/05 SY	Repl. K. VanSciver
88	Sonja	Lundy	Friends Chorus	ESE	04/05 SY	Same 03/04 SY
89	Melissa	Eversdyke	Asst Girls' Basketball Coach	JBHS	04/05 SY	New Position
90	Earl	Finney	Asst Football Coach	JBHS	04/05 SY	New Position
91	John	Messina	Head Baseball Coach	JBHS	04/05 SY	New Position
92	Paul	Meunier	Asst Wrestling Coach	JBHS	04/05 SY	New Position
93	Deborah	Proctor	Team Leader/Math	JBHS	04/05 SY	New Position
94	Eric	Smith	Head Boys Basketball Coach	JBHS	04/05 SY	New Position
95	Kristin	Gibson	Freshman Class Sponsor	MCHS	04/05 SY	Repl. J. Gebhardt
96	Clifford	Weatherly	Team Leader/English	MCHS	04/05 SY	Repl. G. Shannon
97	Valerie	Wright	VE Supplement	MMS	04/05 SY	Repl. C. Cline
98	Mary	Saxenmeyer	Guidance	SFHS	04/05 SY	Repl. K. Tatje
99	Kathryn	Lister	Team Leader	SMS	07/27/05	Repl. M. Moon

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TRANSFERS

100 Rita Young	Pre-K ESE Teacher	PSE	08/04/04	LA Tchr, SMS to PreK ESE Tchr, PSE, NP
101 Coleman Kane	SS Teacher	SMS	08/04/04	MCHS to SMS, Repl. L. Preuss
102 Donna Long	Speech Pathologist	WES	08/04/04	ESE to WES, Repl. V. Alfera

NON-INSTRUCTIONAL PERSONNEL

CHANGES

103 Dorothy Dinsdale	ESOL Ed Para	SFHS	08/04/04	Data Equip Oper, 227 days to ESOL Ed Para, 187 days, Repl. K. Goforth
104 Paul Orlik	ESE Ed Para	SFHS	08/04/04	Security Guard to Ed Para, Repl. B. Kindberg
105 Ellen Burford	ESE Para	Spectrum/MC Transition	08/04/04	Correction to 8/03/04 agenda; ESE Para, Spectrum to ESE Para, Spectrum/MCT
106 Donna Grugel	ESE Para	Spectrum/MC Transition	08/07/04	Correction to 8/03/04 agenda; ESE Para, Spectrum to ESE Para, Spectrum/MCT
107 Jamie Hawkins	ESE Para	Spectrum/MC Transition	08/04/04	Correction to 8/03/04 agenda; ESE Para, Spectrum to ESE Para, Spectrum/MCT

EMPLOYMENT

108 Sarah Chambers	High School Ed Para	CLE	08/09/04	Temporary Position
109 Sarah Dees	Extended Day Asst	CLE	08/06/04	Repl. J. Wetherington
110 Aaron Gilbert	ESE Para	FAW	08/04/04	Repl. M. Sesta
111 Mary Higgins	Accounting Specialist	Finance	07/21/04	Repl. J. Waldron
112 Sharon Byrd	Sub Food Service Asst	Food Service	08/09/04	
113 Marissa Killane	Sub Food Service Asst	Food Service	07/26/04	
114 Jennifer Maltbie	Sub Food Service Asst	Food Service	07/26/04	
115 Josephine Mayer	Sub Food Service Asst	Food Service	08/05/04	
116 Deborah Olivieri	Sub Food Service Asst	Food Service	08/05/04	
117 Nicolina Patterson	Sub Food Service Asst	Food Service	07/26/04	
118 Larry Burick	Custodian	HOMS	07/21/04	Repl. J. Cedeno
119 Maria Cedeno	Custodian	HOMS	08/03/04	Repl. J. Valencia
120 Robert Preis	Custodian	HOMS	07/14/04	Repl. A. Bishop
121 Kathleen Coyne	Student Ed Para	HSE	08/09/04	Temporary Position
122 Samantha Marcum	Sub Extended Day Asst	HSE	07/27/04	

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Schedule of Personnel Recommendations
August 17, 2004



123	Sarah	Perez	Extended Day Assistant	HSE	08/08/04	Repl. N. Jones
124	Sarah	Perez	Extended Day Assistant	HSE	07/19/04	Summer School
125	Patricia	Jackson	Custodian	IMS	07/26/04	Repl. B. Crocker
126	Ricardo	Weaver	Custodian	JBE	07/12/04	Repl. B. Puckette
127	Earl	Finney	Security Guard	JBHS	08/04/04	New Position
128	Margaret	Laycock	ESE Ed Para	JBHS	08/04/04	New Position
129	Margaret	Laycock	ESE Ed Para	JBHS	08/04/04	New Position
130	Lindsey	Michels	Sub Extended Day Asst	JDP	08/09/04	New Position
131	Aileen	Olivieri	ESE Ed Para	JDP	08/04/04	New Position
132	Angela	Rausch	ESE Ed Para	JDP	08/04/04	New Position
133	Joelle	Fenton	Lifeguard	MC Pool	07/01/04	Temporary Position
134	Casey	Gillespie	Lifeguard	MC Pool	07/01/04	Temporary Position
135	Barbara	Bard	Custodian	MCHS	07/26/04	Repl. E. Smith
136	James	Gavin	Custodian	MCHS	07/15/04	Repl. J. Gavin
137	Sandra	Walls	Secretary III	MCHS	07/21/04	Repl. M DiFranco
138	Marie	Servinsky	Media Assistant	MMS	08/04/04	Repl. M. Gold
139	Judith	Seaman	ESE Ed Para	PCE	08/04/04	Repl. L Pike
140	Taryn	Bentz	High School Ed Para	PSE	08/06/04	Temporary Position
141	Brunilda	Ramirez	Custodian	PSE	07/21/04	Repl. S. DeAlba
142	Lisa	Bermudez	ESOL Ed Para	PWE	08/04/04	Repl. H. Buquoi
143	Dorothy	Johnson	Head Cashier	PWE	08/05/04	Repl. D. Hoss
144	Allison	Earnest	Data Equipment Operator	SFHS	08/04/04	Repl. D. Dinsdale
145	Patrick	McInturff	Custodian	SWE	08/02/04	Temporary Position, Extended Day funding
146	Dolca	Arroyo	Child Care Attendant	VACE	08/04/04	Temporary Position
147	Carole	Cavallaro	Ed Para	VACE	08/04/04	Temporary Position
148	Nelida	Garcia	Child Care Attendant	VACE	08/04/04	Temporary Position
149	Atari	Griffin	Ed Para	VACE	08/04/04	Temporary Position
150	Michelle	Muniz	Ed Para	VACE	08/04/04	Temporary Position
151	Da Marys	Padro	Child Care Attendant	VACE	08/04/04	Temporary Position
152	Juanita	Taylor	Ed Para	VACE	08/04/04	Temporary Position
153	Cecilia	Marcos	Ed Para	WES	08/04/04	Repl. M. Isaguirre

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Schedule of Personnel Recommendations
August 17, 2004



LEAVES

154	Santa	Hanson	Asst Classroom Mgr	Pre K/Hd Start	08/04/04	Maternity Leave/FMLA
155	Marlet	Carter	Custodian	SFHS	08/22/04	Maternity Leave/FMLA

PROMOTIONS

156	Julio	Valencia	Lead Custodian	HOMS	07/26/04	Custodian to Lead Custodian
157	Nancy	Johnson	Support Staff	Migrant Resource Ctr	08/04/04	Ed Para, Lvl I to Support Staff, Lvl IV, NP

SEPARATIONS

158	Muhammad	Kamdar	ESE Para	HOMS	08/04/04	Resignation
159	Annette	Malley	Health Asst	HOMS	07/20/04	Resignation
160	Virginia	Barzil	Food Service Asst	JBE	07/19/04	Resignation
161	Christopher	Benetatos	Security Guard	JBHS	07/14/04	Resignation
162	Lindsey	Michels	Extended Day Asst	JDP	05/27/04	Resignation
163	Cynthia	Clark	ESE Para	MCHS	05/31/04	Resignation
164	Mary	Waronicki	Health Assistant	PCE	07/26/04	Resignation
165	Helene	Messian	Asst Classroom Mgr	Pre K/Hd Start	07/26/04	Resignation
166	Jaime	Cromer	Extended Day Asst	PWE	05/27/04	Resignation
167	Andrea	Folden	ESE Para	Sandy Pines	08/02/04	Resignation
168	Kristi	Smith	Food Service Assistant	SFHS	07/12/04	Resignation

TRANSFERS

169	John	Stevens	Custodian	CLE	08/02/04	Custodian, MCHS, to Custodian, CLE, Repl. N. Smith
170	Harold	Buquoi	ESOL Ed Para	HOMS	08/04/04	PWE to HOMS, Repl. O. Maness
171	June	Greisen	ESE Para	JBHS	08/04/04	ESE Para, MCHS to ESE Para, JBHS, NP
172	Nevillet	Smith	Custodian	SWE	08/03/04	Custodian, CLE to Custodian, SWE, Repl. N. Bruce

EX7-D-1
7087

AUG 17 2004

W. O. Ref. Number:

[Empty box]

Quote Number:

04-07-028



MCS D: Quote Request

Date: 7/9/2004

Requested by: Steven Serynek
Project Manager
Martin County School District
Voice: 772-219-1200 ext 30250
Fax: 772- 219-1236

Quote Due Date: 7/20/2004

PROJECT NAME: J.D. Parker Replacement School Testing

PROJECT LOCATION: Stuart, Florida

Attachments: none

Faxed: X

SITE CONTACT / NUMBER: Steven Serynek- 772-219-1200x30250 or 772-260-0226 cell

QUOTING CO./FAX NUMBER: PEICO 7661-746-8108

AUTHORIZED SIGNATURE:

[Signature]

Title: Regional Manager

Date: 7/15/04

Site Access:

Coordinate any site visits through Steven Serynek at 772-260-0226 or 772-219-1200 ext.30250. Construction drawing may be viewed at the School Board Office, 500 East Ocean Blvd., Building 30, Room 16, Stuart, Florida. Call to schedule day and time.

Scope of Work:

Provide total structural threshold inspection services in accordance with F.S.Ch.287.055(g). Inspections to include and not be limited to: reinforcing steel placement, concrete placement, shoring/re-shoring inspection, erection of structural masonry, erection of structural steel, glass and glazing and any remedial work as needed. Issue on a weekly schedule, or as needed, site inspection reports to Owner, A/E and Project Manager. At the completion of the project issue a Final Threshold Certificate and sign off on the Owner's Certificate of Occupancy.

Provide a separate price break down for project Quality Assurance Testing. The Consultant shall carry insurance in the amount and for the period required by the Florida Statute 553.791(15). Full time personnel on site is not required. Inspections will be called for and coordinated by the C.M. No mileage will be charged for trips to the site. Lump sum fee not to exceed quote required.

Time Constraints:

All inspections to be coordinated by the Project Manager.
J.D. Parker Elementary Replacement School - approximate start date August 2004, completion date August, 2005.

Quote:

Total cost to provide Threshold Inspections \$ 37,500.00

Total cost to provide Quality Assurance Testing \$ 17,000.00

QUOTE RESPONSE REQUIREMENTS:

1. Quote must be on this form, signed and dated. (May be returned via FAX)
2. Quote must be viable for not less than 30 days.
3. Any restrictions or qualifiers must be clearly noted.
4. Quote must contain cost total or "Not To Exceed" amount.

AUG 17 2004

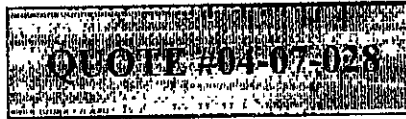
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Via Facsimile (772) 219-1236
Phone: (772) 219-1200 x30250

July 16, 2004

Mr. Steven Serynek
The School Board of Martin County
Facilities Division
500 East Ocean Boulevard
Stuart, Florida 34994



Threshold and Materials Testing Services
J.D. Parker Replacement School
Stuart, Florida
PEICO Proposal 20-04-142

Dear Mr. Serynek:

In reference to the threshold inspection and materials testing services required for the subject project in accordance with Florida Statute 553 regarding threshold buildings, it is with great pleasure that we submit this proposal for your consideration.

For your reference, PEICO is currently providing similar services on the Martin County Jensen Beach High School. In addition, we are currently on the approved list of Threshold Inspection agencies for PALM BEACH COUNTY SCHOOL DISTRICT.

This project consists of a new elementary school building consisting of a 150,000 s.f. two-story building. Based on the above, we herewith provide our proposal for the following services:

- | | | |
|----|---------------------------------------|----------|
| 1. | Threshold Inspection Services | \$37,500 |
| 2. | Materials Testing (Site and Building) | \$17,000 |

1. THRESHOLD INSPECTION SERVICES

We propose to provide the required threshold inspections for the project in accordance with the provisions of Chapters 553, Florida Statutes and the threshold inspection plan attached to the "Quote". These inspections will generally include the following:

- Reinforcing steel placement
- Concrete placement
- Shoring/Reshoring Inspection Verification
- Erection of structural masonry

Professional Engineering and Inspection Company, Inc.
1001 Jupiter Park Drive, Suite 118 • Jupiter, Florida 33458 • (561) 746-7698 • Fax: (561) 746-8108
Professional Engineering and Inspection Company, Inc.

AUG 17 2004
EX 9-A
2 of 6

Mr. Steven Serynek
The School Board of Martin County
Facilities Division
JD PARKER REPLACEMENT SCHOOL
THRESHOLD INSPECTIONS AND
MATERIALS TESTING SERVICES
QUOTE #04-07-028
July 16, 2004

- Erection of structural steel

Inspection reports will be submitted on a weekly basis. At the completion of the project, a final threshold certification will be issued.

We have estimated that the required structural inspections will take approximately 624 manhours. Based on the above, we propose to provide the threshold inspection services for the **NOT-TO-EXCEED** price of **Thirty-seven thousand five hundred dollars (\$37,500)**.

Our proposed services will be billed at the hourly rates noted above with a two hour minimum charge per visit.

In addition, specifically excluded from the GMP fee are the following:

- 1 Re-inspections due to failed inspections or contractor delays
- 2 Mechanical, Electrical and Plumbing Inspections
- 3 Fire Department Required Inspections and Testing
- 4 Elevator Inspection and Load Test
- 5 Engineering Analysis and Design
- 6 Full-time Inspection Services
- 7 Inspection of Roofing and Roofing Materials

Additionally, specifically excluded from the NTE price is inspection time associated with re-inspections and contractor delays, will be billed at an hourly rate of **sixty dollars (\$60/hr.)**, with a two hour minimum charge per visit. Inspections requested after normal working hours, weekends and holidays will be billed at a rate of 1.5 times the hourly rate noted above.

2. MATERIALS TESTING

We propose to provide all of the aforementioned materials testing for the project for the **NOT-TO EXCEED FEE of Seventeen thousand dollars (\$17,000)**. Testing will be invoiced per the attached Abbreviated Schedule of Fees.

Estimated Quantities are as follows:

- | | |
|--------------------------------------|----------|
| o Field Observations | 20 hours |
| o Densities | 420 |
| o Proctors | 4 |
| o Sets of Concrete/Masonry Specimens | 65 |
| o LBRs | 2 |
| o Project Manager/Engineer | 15 hours |

Specifically excluded from the estimated fee are retests of failing tests. Please be advised that all tests that are cancelled at the jobsite without prior notification will be billed at an hourly rate of forty-five dollars per hour

AUG 17 2004

EX. 9-A
3 of 6

Mr. Steven Serynek
The School Board of Martin County
Facilities Division
JD PARKER REPLACEMENT SCHOOL
THRESHOLD INSPECTIONS AND
MATERIALS TESTING SERVICES
QUOTE #04-07-028
July 16, 2004

(\$45/hr), with a two-hour minimum charge per trip. Standby time, if requested, will be charged at an hourly rate of forty-five dollars per hour (\$45/hr).

ACCEPTANCE

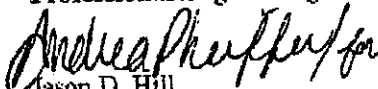
All services shall be performed in accordance with this proposal and the attached terms and conditions.

To initiate services please complete and return the attached "Proposal Acceptance Agreement" form. PEICO will invoice monthly for services performed until completion. Our terms are net 30-days of invoice date.

We appreciate the opportunity to be of service to you and trust that you will find our proposal acceptable. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Respectfully submitted,

Professional Engineering and Inspection Company, Inc.


Jason D. Hill
Regional Manager


Chris L. Mings
Principal Engineer

Attachments: Proposal Acceptance Agreement
 Terms and Conditions
 Abbreviated Schedule of Fees

AUG 17 2004
EX. 9-A
4 of 6

Mr. Steven Serynek
The School Board of Martin County
Facilities Division
JD PARKER REPLACEMENT SCHOOL
THRESHOLD INSPECTIONS AND
MATERIALS TESTING SERVICES
QUOTE #04-07-028
July 16, 2004

PROPOSAL ACCEPTANCE AGREEMENT
PROFESSIONAL ENGINEERING AND INSPECTION COMPANY, INC.

Description of Services: **Threshold Inspections and Materials Testing**
Option Acceptance: **Threshold - Yes No Testing - Yes No**
Project Name: **JD Parker Replacement School**
Project Location: **Stuart, Florida**
PEICO Proposal No. **20-04-142**
Proposal Date: **July 16, 2004**

APPROVAL & PAYMENT OF CHARGES: *Invoices will be charged and mailed to the account of:*

Firm: Martin County School District

Attention: Steven D. Serynek

Address: 500 E. Ocean Blvd., Stuart, FL 34994

Telephone: (772)219-1200

Fax: (772)219-1236

PAYMENT ACCEPTED BY:

AUTHORIZED SIGNATURE: N/A

NAME & TITLE: _____

DATE ACCEPTED: _____

PAYMENT TERMS Invoices for completed work will be issued every month for continuous or extended projects unless otherwise agreed.

PROPERTY OWNER IDENTIFICATION (If other than above)

Name: _____

Address: _____

Telephone: _____

Fax: _____

Professional Engineering and Inspection Services, Inc. (PEICO) reserves the right to withhold all reports until such time as we receive a signed Proposal Acceptance Agreement or other written authorization referencing this in its entirety. This AGREEMENT, the proposal, fee schedule, and terms and conditions constitute the entire agreement between the client and PEICO, and supersede all prior written or oral understanding.

AUG 17 2004

EX. 9-A
5 of 6

Mr. Steven Serynek
 The School Board of Martin County
 Facilities Division
JD PARKER REPLACEMENT SCHOOL
 THRESHOLD INSPECTIONS AND
 MATERIALS TESTING SERVICES
 QUOTE #04-07-028
 July 16, 2004

"ABBREVIATED SCHEDULE OF FEES"
 July, 2004

	PRICE	UNIT
STRUCTURAL		
Concrete Cylinders with Slump Test	\$ 50.00	SET ⁽³⁾
Concrete Beams	\$ 50.00	EA
Air Content Test	\$ 25.00	EA
Unit Weight Test	\$ 25.00	EA
Concrete Cores	\$ 75.00	EA ⁽¹⁾
Grout Cubes (set of 3)	\$ 50.00	SET
Swiss Hammer Test	\$ 50.00	HR ⁽²⁾
Windsor Probe Test	\$ 50.00	HR ⁽²⁾
	+ Per Shot	\$ 10.00 SHOT
Block Compression Strength Test	\$ 50.00	EA
Block Absorption Test	\$ 50.00	EA
Block Prisms	\$ 55.00	EA
Grout Prisms (set of 3)	\$ 55.00	SET
Mortar Cubes (set of 3)	\$ 50.00	SET
Bolt Torque Testing	\$ 55.00	HR ⁽²⁾
Magnetic Particle Weld NDT	\$ 55.00	HR ⁽²⁾
Liquid Penetration Weld NDT	\$ 45.00	HR ⁽²⁾
GEOTECHNICAL		
Field Inspector	\$ 45.00	HR ⁽²⁾
Moisture-Density Relationship (Proctor)	\$ 75.00	EA
Field Densities	\$ 20.00	EA ⁽¹⁾
Soil Penetrometer	\$ 9.50	FT ⁽⁴⁾
Sieve Analysis	\$ 35.00	EA
Organic Content Test	\$ 35.00	EA
Chemical Analysis	\$ 40.00	EA
Florida Bearing Value Test (FBV)	\$ 35.00	EA
Limerock Bearing Ratio Test (LBR)	\$250.00	EA
Asphalt Cores	\$ 55.00	EA ⁽¹⁾
Asphalt Extraction and Gradation	\$350.00	LS
Flow & Marshall Stability Tests	\$100.00	EA

Notes:

- (1) Minimum charge of 3 per site visit
- (2) Minimum charge of 2 hours per site visit
- (3) 4 cylinders per set
- (4) Minimum charge of 10 FEET per site visit
- (5) All tests that are cancelled at the jobsite without prior notification will be billed at an hourly rate of forty-five dollars per hour (\$45/hr), with a two-hour minimum charge per trip.
- (6) Standby time, if requested, will be charged at an hourly rate of forty-five dollars per hour (\$45/hr).

AUG 17 2004

EX 9-A
6076

This instrument prepared by:

Project Name: PORT SALERNO ELEMENTARY SCHOOL
Parcel No: _____
PCN: _____

SPACE ABOVE THIS LINE FOR PROCESSING DATA
SPACE ABOVE THIS LINE FOR RECORDING DATA

UTILITY EASEMENT

THIS EASEMENT granted and executed this _____ day of _____, 2004, SCHOOL BOARD OF MARTIN COUNTY, whose address is 500 EAST OCEAN BLVD., STUART, FL 34994, Grantor, to MARTIN COUNTY, a political subdivision of the State of Florida, whose address is 2401 SE Monterey Road, Stuart, Florida 34996, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the Grantor, for and in consideration of the sum of \$1.00 and other good and valuable consideration paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee forever, a permanent non-exclusive Easement on certain lands located in Martin County, Florida as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Easement Premises") for the construction, reconstruction, replacement, operation, maintenance, and repair of utility related equipment, including, but not limited to lift stations, pumps, pipelines, fences, structures, and powerline hookups, if required, and for ingress and egress in, under, over, across, and through the Easement Premises as may be reasonably necessary, to carry out the purposes of this Easement.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the Easement Premises in fee simple and that Grantor has good right and lawful authority to grant and convey this Easement, and that Grantor fully warrants title to the Easement Premises, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

AUG 17 2004

EX 9-B

10/7

WITNESS

(TYPE OR PRINT NAME)

(TYPE OR PRINT NAME)

WITNESS

GRANTOR

(TYPE OR PRINT NAME)

(TYPE OR PRINT NAME)

STATE OF _____,
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____ who is/are () personally known to me or _____ as _____ identification has produced _____ as identification. _____ has produced

NOTARY PUBLIC

Signature

(Print or Type Name)
Commission

No: _____

My

Commission

Expires: _____

SEAL/STAMP

AUG 17 2004

EX 9-B

2077

Bill of Sale

Know all men by these presents, that this _____ day of _____, _____, SCHOOL BOARD OF MARTIN COUNTY, whose address is: 500 EAST OCGAN BLVD.
STUART, FL 34994, hereinafter referred to as "Seller", and Martin County, a political subdivision of the State of Florida, whose address is 2401 SE Monterey Rd, Stuart, FL 34996, of Martin County, Florida, hereinafter referred to as "County".

Witnesseth that the Seller, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, and other good and valuable consideration in hand paid by County to Seller, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered to the County and the County's successors and assigns, forever, the following goods and chattels:

See EXHIBIT "A" attached hereto and made a part hereof.

To have and to hold the same unto the County and the County's successors and assigns, forever.

And, the Seller covenants with the County, and the County's successors and assigns, that the Seller is the lawful owner of such goods and chattels; that they are free from all encumbrances; that the Seller has good right to sell and transfer such goods and chattels to County, and County's successors and assigns, against the lawful claims and demands of all persons whomsoever. This covenant shall be binding upon the Seller and the Seller's heirs, personal representatives, successors and assigns.

In witness whereof, the Seller has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Seller: _____

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

State of Florida

AUG 17 2004

EX. 9-8
3077

TITLE: *EASEMENT DESCRIPTION*
PROJECT: *PORT SALERNO ELEMENTARY*
JOB No.: *03-437*

EASEMENT DESCRIPTION:

COMMENCING AT A CONCRETE MARKER ON THE NORTHWESTERLY LINE OF HANSON GRANT LOT 21 AT A POINT WHERE SAME WOULD BE INTERSECTED BY A NORTHWESTERLY CONTINUATION OF THE EASTERLY RIGHT OF WAY OF ELEVENTH STREET AS SAME IS LOCATED ON THE RECORDED PLAT OF PORT SALERNO, PLAT BOOK 1, PAGE 132; THENCE N23°31'19"W, FOR 529.41 FEET TO THE NORTHERLY LINE OF THE SOUTH 2/15 OF SAID LOTS 18, 19, 20 AND THE SOUTHERLY RIGHT OF WAY LINE OF LIONEL TERRACE; THENCE N66°37'33"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 279.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N66°37'33"E ON SAID RIGHT OF WAY A DISTANCE OF 15.00 FEET; THENCE RUN S23°22'30"E DEPARTING SAID RIGHT OF WAY A DISTANCE OF 23.00 FEET; THENCE RUN S63°37'30"W A DISTANCE OF 15.00 FEET; THENCE RUN N23°22'30"W A DISTANCE OF 23.00 FEET TO THE POINT OF BEGINNING.

VELCON GROUP, INC.



ENGINEERS & SURVEYORS

*702 S.W. PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FLORIDA 34953
(772) 879-0477
(772) 871-6659 (FAX)*

LICENSE BUSINESS #4942

07/20/04

PAGE 1-OF 2-

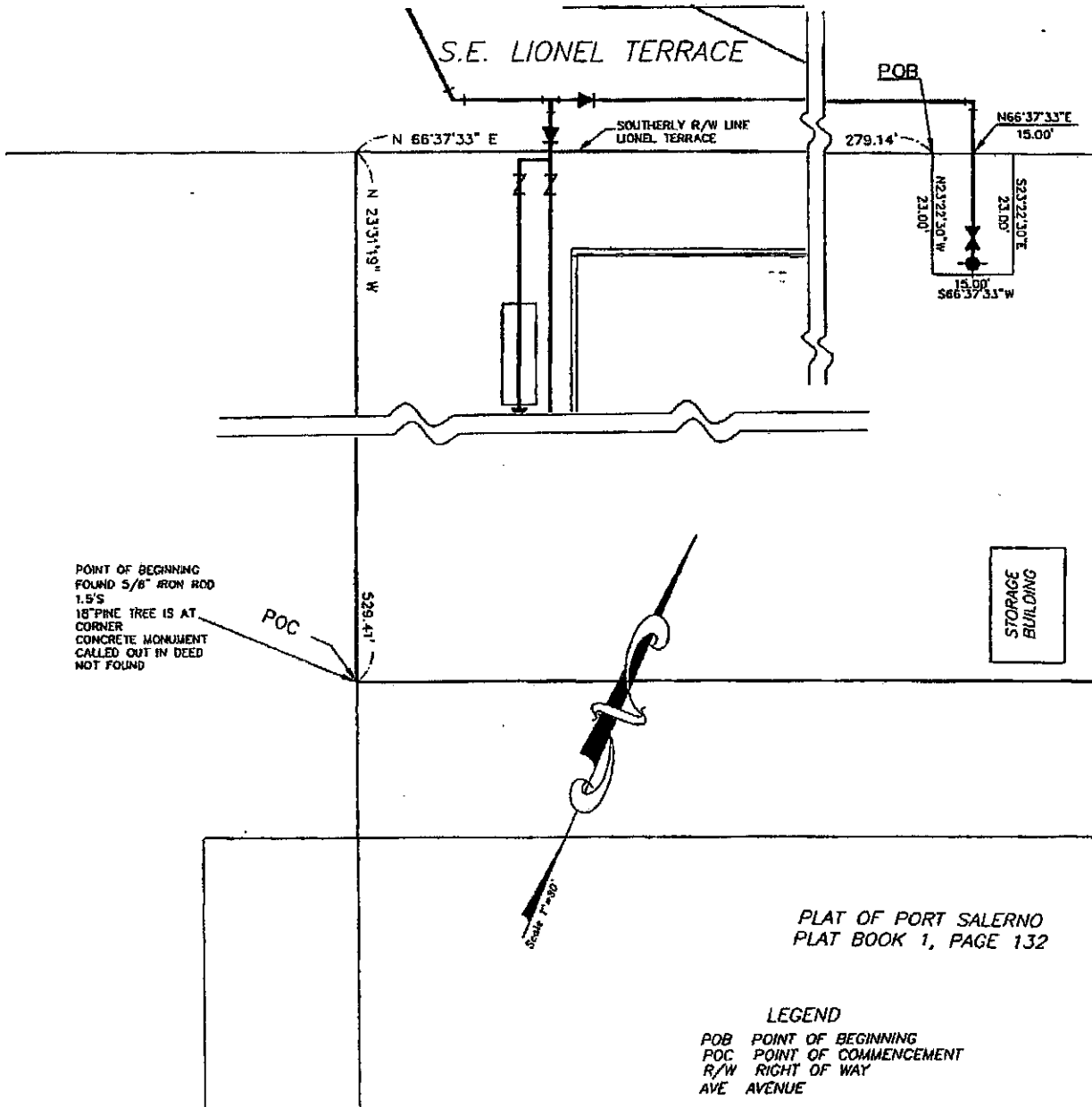
AUG 17 2004

*EX. 9-B
4 of 7*

NOT A SURVEY

TITLE: UTILITY EASEMENT
PROJECT: PORT SALERNO ELEMENTARY
JOB No.: 03-437

PAGE 2 OF 2
07/20/04



VELCON GROUP, INC.



ENGINEERS & SURVEYORS
702 S.W. PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FLORIDA 34953
(772) 879-0477
(772) 871-6659 (FAX)

LICENSE BUSINESS #4942

SKETCH OF DESCRIPTION

Robert F. Kemerson

ROBERT F. KEMERSON
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 6285

AUG 17 2004

EX 9-B

5077

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ personally known to me or have produced _____ (type of identification) as identification.

(Notary Seal)

Notary Public Signature

Notary Public Printed Name
My commission expires:

AUG 17 2004

EX 9-B

6077

Contract Costs

Sunshine Land Design Inc.
3291 Lionel Ter.
Stuart, FL 34997

Phone: 772 283-2648
Fax: 772- 283-8844
Email: snows@bellsouth.net

Submitted to: Catalfumo Construction Ltd
Jim Klein
4300 Catalfumo Way
Palm Beach Gardens, FL 33410

Job Name: Port Salerno Water and Sewer
Engineer/Architect: **ELEMENTARY SCHOOL**

Plan date:
Revision:

	Cost
Water main from tap to hydrant	
Materials	
Tapping sleeve/valve	\$1,300.00
8" Gate valve	\$410.00
6" Gate valve	\$256.00
8" Tee	\$140.40
2- 8" 45 bends	\$183.60
8" x 6" Reducer	\$75.08
6" 90 bend	\$47.50
Hydrant w/ field adjust	\$7,138.00
8" PVC	\$708.00
6" PVC	\$1,038.00
valve boxes	\$125.00
accessories	\$872.00
Total	\$8,103.58
Labor/Equipment	\$15,100.00
Live tap	\$800.00
Sewer Main between Manholes	
Materials	
8" PVC	\$175.20
Manhole #1	\$980.00
Total	\$1,155.20
Labor/Equipment	\$11,225.00
Manhole Coring	\$1,225.00
Cost	
\$42,887.50	

AUG 17 2004

EX. 9B

7/27/2004

7077

Requisitions to be approved for purchases for Board Agenda date - 8/17/04

NONE

Ed. Technology requisitions to be approved for purchases for Board Agenda date - 8/17/04

NONE

Purchases from 7/21/04 thru 8/4/04

PO#	Date	Dept.	Authority for issuance of Purchase order	\$ Amount	Description
05001079	07/26/04	0021	Exempt per Rule 6Gx43-7.10(5D), Educational Textbooks from an exclusive agent with the State, FL SCHOOL BOOK DEPOSITORY	\$26,467.50	Textbooks for SMS
05001082	07/27/04	0351	IAW PLTW Agreement, MCSB approved on 5/4/04, Ex. # 8-C-2	\$33,248.00	Automated Manufacturing Pkg.
05001095	07/27/04	9543	IAW Renewal Agreement, MCSB approved on 11/18/03, Ex. # 8-D-1	\$32,829.96	BPO for 12 Months Rent to Workforce Dev. Board of TC for Family Learning Ctr.
05001298	07/29/04	0351	Exempt per Rule 6Gx43-7.10(5D), Educational Textbooks from an exclusive agent with the State, FL SCHOOL BOOK DEPOSITORY	\$40,393.60	Textbooks for JBHS
05001452	08/04/04	9526	IAW Sheriffs/SRO Agreement, MCSB approved 10/7/03, # 8-C-1	\$58,425.60	BPO to complete months July and August 2004 Agreement

Ed. Technology Purchases from 7/21/04 thru 8/04/04

PO#	Date	Dept.	Authority for issuance of Purchase order	\$ Amount	Description
05001072	7/26/2004	131	IAW WSCA Contract # 90-00151, MCSB approved Piggyback on 6/3/03, Ex. #12-A-1	\$40,141.00	(23) HP Compaq NC8000 Laptop Computer units
05001080	7/26/2004	0025	IAW WSCA Contract # 90-00151, MCSB approved Piggyback on 6/3/03, Ex. #12-A-1	\$91,512.00	(93) Desktop computer units
05001279	7/29/2004	9543	IAW WSCA Contract # 90-00151, MCSB approved Piggyback on 6/3/03, Ex. #12-A-1	\$29,520.00	(30) Desktop computer units
05001428	8/2/2004	0061	IAW WSCA Contract # 90-00151, MCSB approved Piggyback on 6/3/03, Ex. #12-A-1	\$34,440.00	(35) Desktop computer units

AUG 17 2004
EX 10-A

RECEIVED
JUL 27 2004
Finance

REQUEST FORM - PETTY CASH

Please accept this request for a District Petty Cash for:

JENSEN BEACH HIGH SCHOOL

Cost Center 0351

The requested amount of this fund shall be: \$100.00
(not to exceed \$200.00)

Per Board Policy

Petty cash advances for necessary operating expenditures may be made to the Superintendent and the Principals and other administrative supervisors as authorized by Section 6A - 1.057 of State Board of Education regulations and School Board Policy 6Gx43 - 7.07.

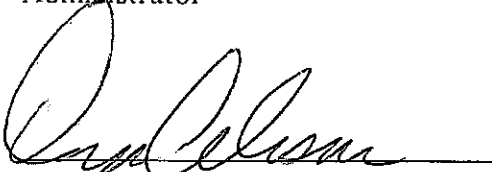
Petty cash funds may be replenished upon submission of a written request by the custodian with the approved-for and itemized receipts showing the account classification for each expenditure. However, no single receipt shall exceed \$50.00. Also, no sales tax will be eligible for reimbursement.

The individual custodian for the petty cash fund shall at all times have in his/her custody cash or paid bills, or a combination thereof, totaling the amount of the petty cash funds. The funds shall be maintained apart from any other funds, in a secured location. Under no conditions shall these funds be used as a loan or advancement to any organization or person including the cashing of a personal check. The individual custodians are responsible for the safekeeping of petty cash funds. In the event of unreasonable loss, the custodian is responsible to re-pay such lost funds.

By initiating this request and accepting petty cash funds, the undersigned Administrator and/or Custodian acknowledge and agree to responsibility for the safekeeping of such funds in accordance with the above policy.

DENNIS DECESARE

Administrator

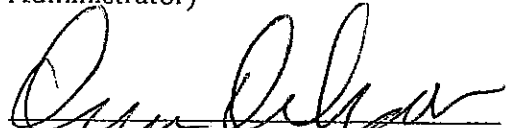


Administrator's signature

Date

DENNIS DECESARE

Custodian (if different from
Administrator)



Custodian's signature

Date

AUG 17 2004

EX-10-B

REQUEST FORM - PETTY CASH

Please accept this request for District Petty Cash for:

9521
Cost Center Name

9521
Ctr. #

The requested amount of this fund shall be 200.00
(not to exceed \$200.00)

Per Board Policy

Petty cash advances for necessary operating expenditures may be made to the Superintendent and the Principals and other administrative supervisors as authorized by Section 6A-1.057 of State Board of Education regulations and School Board Policy 6Gx43 - 7.07.

Petty cash funds may be replenished upon submission of a written request by the custodian, with the approved-for and itemized receipts showing the account classification for each expenditure. However, no single receipt shall exceed \$50.00.

The individual custodian for the petty cash fund shall at all times have in his/her custody cash or paid bills, or a combination thereof, totaling the amount of the petty cash funds. The funds shall be maintained apart from any other funds, in a secured location. Under no conditions shall these funds be used as a loan or advancement to any organization or person including the cashing of a personal check. The individual custodians are responsible for the safekeeping of petty cash funds. In the event of unreasonable loss, the custodian is responsible to re-pay such lost funds.

By initiating this request and accepting petty cash funds, the undersigned Administrator/Custodian acknowledges and agrees to responsibility for the safekeeping of such funds in accordance with the above policy

Willie A. Sanks
Administrator/Custodian
(Print Name)

Willie A. Sanks 7/15/04
Administrator/Custodian Signature

Alice Zissel
(Print Name)

Alice Zissel
Authorized Signer's Signature (Form 52)

Date: 7/15/04

Board Approval Date

AUG 17 2004

EX, 10-C

102

Panel: _____

F612. Journal Entry

Year: 2005

Action: C Date: 07272004 Entry: 850061 Pg: 001 Type: JE

Dsc: CLOSE OUT PETTY CASH FOR Src: LOUISE PIPER
 Rec: _____
 Dep: _____
 Chk: _____
 Inv: _____
 PO : _____

L		Debit	Credit	Offset	10
A	Fund.-GL-.Func.Objt.Cntr.Proj.Prog				99
X	0100.1530.7800.0510.9521.0001.	197.30	.		
G	0100.1112. . .9521. . .	.	197.30		
Total		197.30	197.30		

1=Hlp 2=Nte 3=Exit 4=Prpt 5=Refr 6=Nrcd 7=Bwd 8=Fwd 11=View 12=Esc
 No additional records. Upd 07/27/2004 10:45:37 RABENED

AUG 17 2004
 FX 10-C
 2072

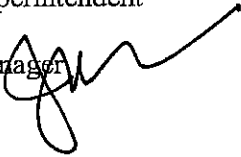


SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

500 EAST OCEAN BLVD., STUART, FLORIDA 34994 TELEPHONE: (772) 219-1200 Ext. 30206
FAX: (772) 219-1226

Julie L. Sessa, ARM
Risk Manager
Employee Benefits

MEMO 04-026

To: Dr. Sara A. Wilcox, Superintendent
From: Julie L. Sessa, Risk Manager 
Date: August 2, 2004
Subject: **Gehring Group Contract Renewal/ Agent of Record
Insurance Committee Recommendation**

The Gehring Group's Insurance Consulting Agreement expired June 30, 2004. The Insurance Committee met on May 24, 2004 to review the current contract and make recommendations for the renewal. Upon discussion and a unanimous decision, the committee recommended the renewal of the Gehring Group Consulting Agreement to include a \$10,000 increase for a total fee of \$35,000. This is an increase over the current annual fee of \$25,000. However, also at the meeting the Insurance Committee was informed that the Fringe Benefits Management fee to manage and enroll employees in benefit plans would increase from \$10,000 to approximately \$100,000 in 2004-05.

Due to this potential budget increase of approximately \$110,000, and after the May Insurance Committee meeting, Risk Management and Employee Benefits began to explore other options for renewing Gehring Group as consultants and funding benefit administration and enrollment with Fringe Benefits Management Company. The recommended solution was negotiated with Blue Cross and Blue Shield to pay the consultant fee, as well as the increase in administration and enrollment for our employee benefits program. The funding will come from a 1% commission paid to Gehring Group by Blue Cross and Blue Shield in the form of an Agent of Record Agreement (approximately \$128,000 in commission). Blue Cross and Blue Shield has agreed to fund the commission without modifying the renewal rates for FY 04-05.

This change will save the school board approximately \$110,000 in anticipated increased cost, the initial consultant fee of \$25,000, as well as retain the Gehring Group as our benefit consultant, fund electronic benefit enrollment, and provide many additional services described in Exhibit "A" of the Agent of Record Agreement.

Please feel free to call me if you have any questions.

CC: School Board Members
Insurance Committee Members
Tom Elfers, School Board Attorney
Kurt Gehring, Gehring Group
Mike Molina, Blue Cross and Blue Shield
Maribeth Grokhowsky, Blue Cross and Blue Shield

Dr. Sara A. Wilcox, Superintendent

School Board Members: Dr. David L. Anderson • Mrs. Vicki Davis • Mrs. Laurie Gaylord • Mrs. Sue Hershey • Mrs. Lorie Shekailo

"An Equal Opportunity Agency"

AUG 17 2004

*EX. 10-D
10/11*

AGENT OF RECORD AGREEMENT

This Agreement made this ____ day of July 2004, by and between the Martin County School Board, Florida (School Board), 500 East Ocean Blvd., Stuart, Florida 34994, and the Gehring Group (AOR), a Florida corporation, 1645 Palm Beach Lakes Boulevard, Suite 480, West Palm Beach, Florida 33401.

WHEREAS, School Board desires to have AOR provide agent of record services for employee benefits as described in Exhibit "A," attached hereto.

WHEREAS, AOR agrees to provide the agent of records service described in Exhibit "A," under the terms and conditions of this Agreement;

NOW THEREFORE, the School Board and AOR do hereby incorporate all terms and conditions in Exhibit "A" and mutually agree as follows:

- 1. SCOPE OF PROJECT.** AOR agrees to provide agent of record administration services under the terms and conditions described in Exhibit "A".
- 2. TIME OF PERFORMANCE.** This contract commences on July 1, 2004, and will be effective until June 30, 2005. This contract will be renewable at the School Board's discretion for two-year periods after the initial contract expires.
- 3. REPORTS.** AOR agrees to provide to School Board reports on the Project upon request by the School Board.
- 4. COMPENSATION.** The service provider will provide all compensation to the AOR by separate agreement between same provider and AOR. There will be no cost to the School Board and School Board will not be billed for any services outlined in Exhibit "A". The Gehring Group will provide a report on the commissions received on a quarterly basis or as requested by the School Board. The School Board may, from time

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to time, require changes in the scope of the project of AOR to be performed hereunder. Such changes, including any increase or decrease in the amount of AOR's compensation and changes in terms of this Agreement which are mutually agreed upon by and between School Board and AOR shall be effective when incorporated in written amendment to this Agreement.

5. METHOD OF PAYMENT. AOR shall receive compensation directly from the benefits products for which it receives commissions.

6. CONTACTS FOR RESPONSIBILITY. Kurt Gehring will be designated as Project Director for this project by AOR to manage and supervise the performance of this Agreement on behalf of AOR. School Board can terminate if Kurt Gehring is no longer Project Director for AOR. Associated with the Project Director will be staff members whose experience and qualifications are appropriate for this Project. The School Board will be represented by Julie Sessa, Risk Manager or her designee for all matters relating to this agreement.

7. TERMINATION OF CONTRACT. The School Board, at its sole discretion, may terminate this contract by giving AOR ten (10) days' written notice of its election to do so and by specifying the effective date of such termination. The AOR shall be paid for its services through the effective date for such termination. Further, if AOR fail to fulfill any of its obligations hereunder, this contract shall be in default, the School Board may terminate the contract, and AOR shall be paid only for work completed.

8. NON-DISCRIMINATION. There shall be no discrimination against any employee who is employed in the work covered by Agreement, or against applicants for such employment, because of race, religion, color, sex, or national origin. This

provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

9. INTERESTS OF PARTIES. AOR covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

10. INDEMNIFICATION AND INSURANCE. AOR agrees to protect, defend, indemnify and hold the School Board and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or due to any negligent act or omission of AOR or its employees in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting its liability under this Agreement, AOR shall procure and maintain during the life of this Agreement professional liability insurance. This provision shall survive the termination of this Agreement.

11. PROPRIETARY MATERIALS. Upon termination of this agreement, AOR shall transfer, assign and make available to School Board or its representatives all property and materials in AOR's possession belonging to or paid by the School Board.

12. ATTORNEY'S FEES. In the event that either party seeks to enforce this Agreement through an attorney, then the parties agree that each party shall bear its

own attorney fees and costs, and that jurisdiction for such an action shall be in a court of competent jurisdiction in Martin County, Florida.

13. GOVERNING LAW. The Agreement shall be governed by and construed in accordance with laws of the State of Florida.

IN WITNESS WHEREOF, the School Board and AOR, have executed this Agreement on the date first above written.

Countersigned: SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

By: _____
School Board Chair

Approved as to form:

Attest:

Tom Elfers
School Board Attorney

Lori Mc Williams
School Board Clerk

GEHRING GROUP

By: _____
Print Name: _____
Its: _____

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Exhibit A

Scope of Services

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As outlined by the School Board, the following list outlines the Scope of Services requested and agreed to by the Gehring Group:

1. Represent the School Board with best efforts regarding its employee benefits and when dealing with service providers. Obtain specific reports and information from service providers in a timely manner on an as-needed basis. Remain fully knowledgeable and up-to-date in order to interpret benefit policy and provide expert information regarding benefits issues.
2. Attend regular Insurance Committee meetings or other scheduled sessions as required by the School Board.
3. Provide periodic training sessions to educate School Board staff regarding benefits options and consideration for decision-making.
4. Serve as a resource to the School Board's Risk Management staff as needed on a wide variety of issues, including but not limited to:
 - Negotiating renewals for medical, EAP, core life, dental, vision, Cafeteria Plan and other supplemental insurance products.
 - Reviewing insurance contracts for conformity with the School Board's requirements.
 - Bidding all products on an "as required" basis.
 - Timely receipt and review of medical plan management reports.
 - Facilitate development of open enrollment and other employee communication materials, including employee benefits booklet.
 - Evaluation of medical self-insurance as an option.
 - Provide on ongoing basis medical trends affecting the School Board's medical plan.
 - Oversee the development of plan documents and summary plan descriptions.
 - Develop, conduct, and summarize employee satisfaction and/or needs surveys. Provide reports to the School Board upon request.
 - Develop special plan design options as needed (i.e., three tiered medical options, flex benefit plans, etc.)
 - Review total employee benefits package and make recommendations for improvement.
 - Make recommendations to School Board staff and develop and present materials to the School Board.
 - Coordinate and present at Open Enrollment meetings.
 - Implement and maintain electronic open enrollment of the medical and cafeteria plans and facilitate data transfer with all carriers at no cost to the school board.
 - Assist Risk Management staff with resolution of employee claims issues and expedite resolution of contractual/coverage/billing disputes.
 - Assist in the reorganizing and clean up of all ancillary insurance products offered through payroll deduction.

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- Provide human resources when necessary during open enrollment and new hire orientation.
5. Assist the School Board with legislative compliance issues, including but not limited to:
 - COBRA
 - Section 125 Cafeteria Plan
 - FMLA
 - Federal mandated benefits, such as HIPAA
 - State mandated benefits
 6. Develop, conduct, and summarize benefits surveys of public and private employers, focusing on benefits, contribution practices, funding, premium structures, etc., and comparisons to the School Board package. Develop, conduct, and summarize surveys for other purposes, such as disruption reports. Conduct market analysis and industry trend reports. Provide legislative updates.
 7. Develop RFPs for:
 - Medical
 - EAP
 - Group Term Life, AD&D, Dental, Vision
 - Short Term and/or Long Term Disability Plans
 - Other benefits, as needed
 8. Conduct Feasibility Studies, such as Advantages of Pooled Purchasing of Medical Insurance or self-insurance.
 9. The Gehring Group shall have the staff that possesses the talent and expertise in the following fields:
 - Project Management
 - Developing Requests for Proposals
 - Senior level administration
 - Group insurance underwriting
 - Actuarial science and services
 - Claims auditing
 - Statistical analysis
 - Plan design
 - Cost containment
 - Federal and State laws regarding employee benefits
 - Communications materials
 - System design and programming

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The Gehring Group further clarifies their Scope of Services for the School Board as follows:

As outlined in the Scope of Services (see above), the Gehring Group is committed to representing the School Board with best efforts regarding its employee benefits and when dealing with service providers. We strongly believe in obtaining specific benefit related reports and information from service providers in a timely manner in order to properly manage the benefits program. It is also a Gehring Group priority to remain fully knowledgeable and up to date on changes in the law and policy language in order to interpret benefit policy and provide expert information regarding benefits issues.

As Agent of Record, the Gehring Group would be involved in any Insurance Committee or other committee meetings as requested by the School Board. Due to the fact that many committees are comprised of members of the general employee population and other staff members, it is important for the School Board's Agent of Record to give presentations to the committee in a manner that is easily understood. We take pride in our ability to help employees relate to the complicated terminology that exists within the insurance industry.

Customarily, the Gehring Group also meets with the School Board staff on a regular basis regarding the everyday aspects of managing its benefits program. We monitor claims reports and plan benefits and, if necessary, discuss and evaluate other benefit options and considerations that may be beneficial to the School Board.

The Gehring Group will serve as a resource to the School Board's Risk Management staff as needed on a wide variety of issues including but not limited to those services outlined (see above). Our traditional list of services includes but is not limited to the following:

- Generating the Request for Quote (RFQ)
- Evaluating plan designs
- Negotiating with carriers
- Presenting to insurance committees and union representatives
- Performing market analysis
- Producing in-depth evaluation booklets for council/commission
- Making recommendations to the School Board Staff
- Presentations to school board/committees
- Implementing programs
- Coordinating and presenting in all enrollment meetings
- Meeting with School Board Staff regularly to monitor claims utilization and overall program efficiency
- Expediting the resolution of contractual/coverage/billing disputes
- Evaluating monthly experience data
- Conducting employee enrollment meetings
- Translating benefit offerings at new employee orientations
- On-site employee benefit training

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- Resolving employee claims issues
- Development of employee benefits booklet
- Generating employment communication pieces
- Sponsoring health fairs and wellness seminars
- Producing a variety of surveys including physician selection, employee satisfaction, and industry trends
- Provide legislative updates
- Production of benefit materials in Spanish upon request
- Bilingual enrollers, claims representatives, and service personnel
- Remain fully knowledgeable in order to interpret the health care benefit policy

In addition to the services outlined and those listed above, the Gehring Group will also be available to assist the School Board with legislative compliance issues, including but not limited to COBRA, Section 125 Cafeteria Plan, FMLA, federal and state mandated benefits, etc. As previously stated, it is a priority to remain knowledgeable on law and policy changes.

The School Board will have an agent who will “develop, conduct and summarize benefits surveys of public and private employers, focusing on benefits, contribution practices, funding, premium structures, etc., and comparisons to the School Board package.”

In addition to conducting surveys, the Gehring Group is also able to offer expert knowledge on such concepts as Pooled Purchasing of Medical Insurance and the benefits and setbacks of insurance pools and consortiums. Studies and analyses of such issues of interest to the School Board can be discussed.

In summary, the staff of Gehring Group possesses the experience, knowledge and expertise to provide a higher level of service to the School Board relating to its employee benefits program. Our philosophy is one of superior service and we pride ourselves in these high standards.

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AGENT OF RECORD APPOINTMENT
July 1, 2004

This is to certify that the Gehring Group located at 1645 Palm Beach Lakes Blvd., Suite 480, West Palm Beach, Florida 33401 is the Agent of Record for the Martin County School District with respect to employee group health effective July 1, 2004.

It is understood that the Gehring Group's costs for providing such services shall be secured by the Gehring Group from the vendor who is selected to provide the group health insurance services.

The Martin County School District maintains the right to terminate this appointment at any time by written notice pursuant to the Agent of Record Agreement approved by the School Board.

Julie L. Sessa, Risk Manager

Date Signed

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Office Of: John Klatt, Director of Purchasing & Warehousing

Memorandum

TO: Martin County School Board Members
FROM: John Klatt, Director of Purchasing and Warehousing
DATE: August 17, 2004
SUBJECT: Request approval to **Revise Piggyback of Florida State Contract # 250-000-03-1 for Information Technology Hardware**

CONTRACT AWARDED: 07/31/02

CONTRACT PERIOD: 08/01/02 through 07/31/05, three-year term.

BUDGET REFERENCE: Accounts 0370.7400.0643.9532.0370 and 0370.7400.0644.9532.0370, 0373.7400.0642.9528.0558 and other Hardware/Software accounts.

ESTIMATED EXPENDITURES: \$2,500,000.00 per fiscal year. Actual expenditures will vary based on each school's usage. Staff will verify availability of budgeted funds prior to placing purchase orders.

SCOPE OF SERVICES: The awarded vendors will provide Desktop and Portable Computers, including copiers, printers, and scanners, as needed, and to also include Servers, Connectivity Devices, Uninterruptible Power Supplies and Surge Suppressors, Storage Devices, Printers, Videoconferencing Systems, Video Bridging Equipment, and Firewalls in accordance with the State Contract prices, discount, terms and conditions.

RECOMMENDATION: Revise estimated expenditure from the FL State Contract for IT Hardware, and the scope of purchases previously presented to the Board to include purchase or lease of printers/copiers/scanners.

c: Leighton O'Connor, Ex. Director of Operations
Darrell Miller, Ex. Director of Educational Technology
klattj/repro/state cont/IT Hardware.copiers.doc

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Dr. Sara A. Wilcox, Superintendent

School Board Members: Dr. David L. Anderson • Vicki H. Davis • Sue Hershey • Laurie Gaylord • Lorie Shekailo
"An Equal Opportunity Agency"